

AGENDA

Board of Mayor and Aldermen
November 7, 2023 Regular Meeting @ 7:00 PM

- Call meeting to order.
- Determine quorum.
- Prayer by Mayor Cole.
- Pledge of Allegiance by Alderman Haas.

ORDER OF BUSINESS

1. Approve Minutes: October 10, 2023 Regular Meeting.
2. Public Comment Period.
3. Department Reports:
 - A. Library
 - B. Police Department
 - C. Fire Department
 - D. Parks & Recreation Department
 - E. Finance Department
 - F. Water Treatment Plant

OLD BUSINESS

4. Second Reading - **Ordinance #2023-24** - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.
5. Second Reading - **Ordinance #2023-25** - An Ordinance to Amend the Impact Fee Ordinance to Add an Annual Adjustment for Construction Cost Inflation.
6. Second Reading - **Ordinance #2023-26** - An Ordinance to Amend the Fiscal Year 2023-2024 Police Impact Fee Fund Budget.

CONSENT AGENDA (All items under the Consent Agenda are deemed to be non-controversial and routine in nature by the governing body. They will be approved by one motion of the governing body. The items on the Consent Agenda will not be discussed.)

7. Consent Agenda Items
 - A. Approve or Reject City Bids and Purchases:
 1. GSA Contract Purchase – Network Switches and Installation for the New Fire Station and Public Works Facilities.
 2. Sole Source Purchase - Personal Protective Equipment (Turnout Gear) for the Fire Department.

3. Repair Driveway and Ramp at Fire Station #42.
- B. Approve Change Order #3 with Romach, Inc. for La Vergne Fire Station #41.
- C. Approve Agreement between the Metropolitan Government of Nashville and Davidson County and the City of Belle Meade, the City of Brentwood, the City of Goodlettsville, the City of La Vergne, the City of Millersville, the City of Ridgetop and the White House Utility District for the Selection of a Rate Consultant to Develop the Initial Utility Price for the Calendar Year Beginning October 1, 2024.
- D. Approve Donation of Vehicle to the City from Box 100, Inc.
- E. Approve the 2024 League Facility User Agreement with Universal Sports League / La Vergne Baseball Softball Association to Conduct a Youth League Baseball and Softball Program.
- F. Approve Payment Agreement, Statement of Work and Standard Service Contract with Howard Technology Solutions for the New Fire Station #41 Training Room Equipment.
- G. Approve Grant Contract with the State of Tennessee Department of Safety and Homeland Security for the Provision of a Police Traffic Services Highway Safety Project.
- H. Approve Grant Contract with the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives for the La Vergne Public Library Technology Grant.
- I. Approve Railroad Contract Agreement Between TDOT, CSX Transportation, Inc., the Town of Smyrna, and the City of La Vergne, to jointly negotiate with CSX for the Jefferson Pike Intersection.
- J. Approve Contract with the Regional Transportation Authority for the Provision of Regional Bus Service for Fiscal Year 2023-2024.
- K. Approve Grant Contract for the Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant.
- L. Approve Application for a Roadblock to be Conducted by the First Community M.B. Church from 10:30 a.m. until 3:00 p.m. on Saturday, November 11, 2023 with a Rain Date of Saturday, December 9, 2023 at the Intersection of Murfreesboro Road and Stones River Road.

NEW BUSINESS

8. First Reading - **Ordinance #2023-27** - An Ordinance to Amend Title 16, Chapter 5, Section 16-502 of the La Vergne Municipal Code and Amend the City of La Vergne Fee Schedule Regarding the Moving of Houses, Structures or Buildings.
9. **Resolution #2023-22** - A Resolution of the City of La Vergne of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.
10. **Resolution #2023-23** - A Resolution to Accept Phases 1 and 2 of the Lt. Frank Walkup Subdivision. (Received a favorable recommendation from the Planning

Commission on September 26, 2023.)

11. Appoint or Remove Board / Committee Members:
 - A. La Vergne Housing Authority. (One term is vacant. One term expires 11/30/23.)
 - B. Planning Commission. (One term expired 10/31/23.)
 - C. Senior Citizens Advisory Committee. (One term is vacant.)
12. Approve Change Order #1 with Baron Construction, LLC for the Public Works and Community Development Services Facility.

MAYOR / ALDERMEN COMMENTS

ADJOURN

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMEN
OF THE CITY OF LA VERGNE, TENNESSEE HELD ON OCTOBER 10, 2023, AT
LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.**

CALL TO ORDER

The October 10, 2023 regular meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 7:00 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

Members present: Mayor Jason Cole, Vice-Mayor Steve Noe, Alderman Carol Haas, Alderman Kara Hobbs, and Alderman Dennis Waldron.

A prayer was led by Alderman Waldron. The Pledge of Allegiance was led by Vice-Mayor Noe.

ORDER OF BUSINESS

1. Approve Minutes: September 5, 2023 Public Hearing and September 5, 2023 Regular Meeting.

A motion, made by Alderman Haas, seconded by Alderman Hobbs, to approve the minutes of the September 5, 2023 Public Hearing and September 5, 2023 Regular Meeting, was adopted with all voting AYE, except Alderman Waldron, who voted NO.

2. Public Comment Period.

No one spoke.

3. Department Reports:

A. Police Department. Police Chief Chris Moews gave the report for the Police Department.

B. Fire Department. Deputy Chief Nick Matthews gave the report for the Fire Department.

C. Parks & Recreation Department. Mr. David McGowen gave the report for the Parks & Recreation Department.

D. Library. Ms. Donna Bebout gave the report for the Library.

E. Finance Department. Ms. Tonya Williams gave the report for the Finance Department.

OLD BUSINESS

4. **Second Reading - Ordinance #2023-21 - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 14, Parcel 72, Consisting of Approximately 9.33 Acres, Located at 31 Lillian Buchanan Drive, From a C-2 (Highway Service Commercial) Zoning District to a R-3 (High Density Residential) Zoning District. (Received a favorable recommendation from the Planning Commission on August 29, 2023.)**

A motion was made by Alderman Haas, seconded by Alderman Waldron, to approve Ordinance #2023-21 on second reading.

Alderman Waldron made comments about the rezoning and his concerns.

Vice-Mayor Noe made comments about his discussion with Economic Development Director, Tom Broeker, about the rezoning.

The motion was adopted following a roll-call vote.

Alderman Waldron	NO
Alderman Hobbs	NO
Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

5. **Second Reading - Ordinance #2023-22 - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.**

A motion, made by Vice-Mayor Noe, seconded by Alderman Haas, to approve Ordinance #2023-22 on second reading, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

6. **Second Reading - Ordinance #2023-23 - An Ordinance to Amend Title 14, Chapter 3 of the La Vergne Municipal Code Regarding Grading, Soil Erosion and Sedimentation Control and Title 14, Chapter 6 of the La Vergne Municipal Code Regarding the Stormwater Management Ordinance.**

A motion, made by Mayor Cole, seconded by Alderman Hobbs, to approve Ordinance #2023-23 on second reading, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

CONSENT AGENDA

7. Consent Agenda Items:

A. Approve or Reject City Bids and Purchases:

1. State Contract Purchase - Tires for City Vehicles.
2. State Contract Purchase – Bulk De-Icing Road Salt.
3. Bid – 2019 Interceptor Sewer Improvements Project.

B. Approve Application for a Roadblock to be Conducted by the Shriners from 9:00 a.m. until 2:00 p.m. on Saturday, October 14, 2023 with a Rain Date of Saturday, October 21, 2023 at the Intersection of Murfreesboro Road and Stones River Road.

C. Approve Application for a Roadblock to be Conducted by Rolling Thunder Tennessee Chapter 1 from 10:00 a.m. until 3:00 p.m. on Saturday, October 21, 2023 with a Rain Date of Saturday, October 28, 2023 at the Intersection of Murfreesboro Road and Stones River Road.

D. Approve Grant Contract with the State of Tennessee Office of Criminal Justice Programs for the Violent Crime Intervention Fund.

E. Approve Addendum #1 from Ragan Smith for Additional Surveying needed for the South Waldron Road Widening Project.

F. Amend Employment Contract with City Administrator Bruce Richardson Regarding Annual Performance Evaluation.

G. Approve the Renewal of the Employee Benefits Package for 2024.

Alderman Waldron left the meeting.

A motion, made by Alderman Hobbs, seconded by Alderman Hobbs, to approve the consent agenda as recommended, was adopted with all voting AYE.

NEW BUSINESS

8. First Reading - Ordinance #2023-24 - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.

A motion made by Alderman Haas, seconded by Mayor Cole, to approve Ordinance #2023-24 on first reading, was adopted following a roll-call vote.

Alderman Hobbs	ABSTAIN
Alderman Haas	AYE
Vice-Mayor Noe	AYE

Mayor Cole AYE

9. **First Reading - Ordinance #2023-25 - An Ordinance to Amend the Impact Fee Ordinance to Add an Annual Adjustment for Construction Cost Inflation.**

A motion was made by Mayor Cole, seconded by Vice-Mayor Noe, to approve Ordinance #2023-25 on first reading, was adopted following a roll-call vote.

Alderman Hobbs AYE
Alderman Haas AYE
Vice-Mayor Noe AYE

10. **First Reading - Ordinance #2023-26 - An Ordinance to Amend the Fiscal Year 2023-2024 Police Impact Fee Fund Budget.**

A motion was made by Vice-Mayor Noe, seconded by Mayor Cole, to approve Ordinance #2023-26 on first reading, was adopted following a roll-call vote.

Alderman Waldron returned.

Alderman Waldron AYE
Alderman Hobbs AYE
Alderman Haas AYE
Vice-Mayor Noe AYE
Mayor Cole AYE

11. **Resolution #2023-18 - A Resolution to Accept the Portico Place, Section 2, Phase 1 Subdivision. (Received a favorable recommendation from the Planning Commission on September 26, 2023.)**

A motion, made by Vice-Mayor Noe, seconded by Alderman Haas, to approve Resolution #2023-18, was adopted following a roll-call vote.

Alderman Waldron AYE
Alderman Hobbs AYE
Alderman Haas AYE
Vice-Mayor Noe AYE

12. **Resolution #2023-19 - A Resolution to Write Off Uncollectible Property Tax Accounts.**

A motion, made by Mayor Cole, seconded by Alderman Haas, to approve Resolution #2023-19, was adopted following a roll call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

13. Resolution #2023-20 - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Property Conservation Matching Grant Program.

A motion, made by Mayor Cole, seconded by Vice-Mayor Noe, to approve Resolution #2023-20, was adopted following a roll call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

14. Resolution #2023-21 - A Resolution of the City of La Vergne of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.

A motion, made by Alderman Hobbs, seconded by Alderman Haas, to approve Resolution #2023-21, was adopted following a roll call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

15. Appoint or Remove Board / Committee Members:

A. La Vergne Industrial Development Board. A motion was made by Mayor Cole, seconded by Vice-Mayor Noe, to appoint Terry Coleman, Jim Hesemann, and Mark Molnar to the La Vergne Industrial Development Board. The motion was adopted with all voting AYE.

B. Local Emergency Planning Committee. Mayor Cole Police Chief Christopher Moews to the Local Emergency Planning Committee. The Board confirmed the appointment with all voting AYE.

MAYOR / ALDERMEN COMMENTS

Alderman Waldron asked everyone to keep the Moews and Smith families in their prayers. He asked everyone to check on the elderly and their pets. He wished everyone a safe Halloween.

Alderman Hobbs thanked the Mayor and community commissioners regarding the school board zoning meetings. She made comments about the rezoning. She also thanked staff for the planning retreat for the directors and Board members.

Alderman Haas reminded everyone about the Goblins and Goodies city event.

Vice-Mayor Noe asked everyone to keep the Rogers family in their prayers. He mentioned the time change coming up and reminded everyone that on October 28, 2023, from 7:00 a.m. to noon, at the Senior Center, the Driveway Group will put their electronics dumpster in their parking lot for our residents and surrounding areas. He stated that donation are welcome and will be given to the Senior Center. He stated that the address to the Senior Center is 337 Stones River Road.

Mayor Cole thanked Human Resources and the employee engagement team for the staff cookout today. He reminded everyone to be safe on Halloween night. He made comments about the potential of a new high school coming to La Vergne. He asked everyone to keep Israel in their prayers.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 7:28 p.m.

Mayor

City Recorder

Approved: _____

La Vergne Public Library

October 2023



Attendance	3,675
Circulation	3,302
New Patron Cards	81
Computer Usage	847
Programs	26
Program Attendance	787



Kevin's scarecrow is wearing Kevin's clothes!
Kevin and his mom had so much fun!
They are ready to build another scarecrow!

Gemma loved choosing the outfit for her scarecrow!
Gemma brought her mom, baby sister and her Grandparents for this family fun activity!

Twenty-one scarecrows were made on Saturday, November 4th.
Special thank you to Ms. Becky for this great activity!

November Library Closures:

Veterans Day

Friday, November 10

Saturday, November 11

Thanksgiving Holiday

Thursday, November 23

Friday, November 24

Saturday, November 25



Come visit Santa & Mrs. Claus at the library on Saturday, December 9 at 1:00 p.m.

BOOK SALE!



Beginning January 2nd
Books & DVDs
Something for everyone!

Discover more programs & resources at... <http://catalog.lavergnetn.gov>

COMPARATIVE ANALYSIS OF OCTOBER 2022 VS OCTOBER 2023



PROFESSIONALISM INTEGRITY DUTY HONOR RESPECT

CRIME COMPARISON: OCTOBER 2022 VS 2023

Crime Type	October 2022	October 2023	Change from 2022
Residential/Business Burglary	6	10	+66.7%
Vehicle Burglary	10	24	+140.0%
Motor Vehicle Theft	10	13	+30.0%
Robbery	3	0	-300.0%
Assaults (Including Domestic)	41	35	-14.6%
Domestic Verbal	25	28	+12.0%
Theft	22	21	-4.5%
Shoplifting	6	48	+700.0%
Overdoses	8	2	-75.0%
Overdose Deaths	0	0	+0.0%

POLICE DEPARTMENT ACTIVITY: OCTOBER 2022 VS OCTOBER 2023

Area of Comparison	October 2022	October 2023	Change from 2022
Calls for Service	3,562	2,739	-23.1%
Arrests	194	255	+31.4%
Traffic Stops	1,222	303	-75.2%
DUI Arrests	27	22	-18.5%
Drug Related Arrests	33	28	-15.1%
Citations/Warnings	1,066	193	-81.9%
Recovered Stolen Vehicles	11	4	-63.6%

City of La Vergne FIRE DEPARTMENT

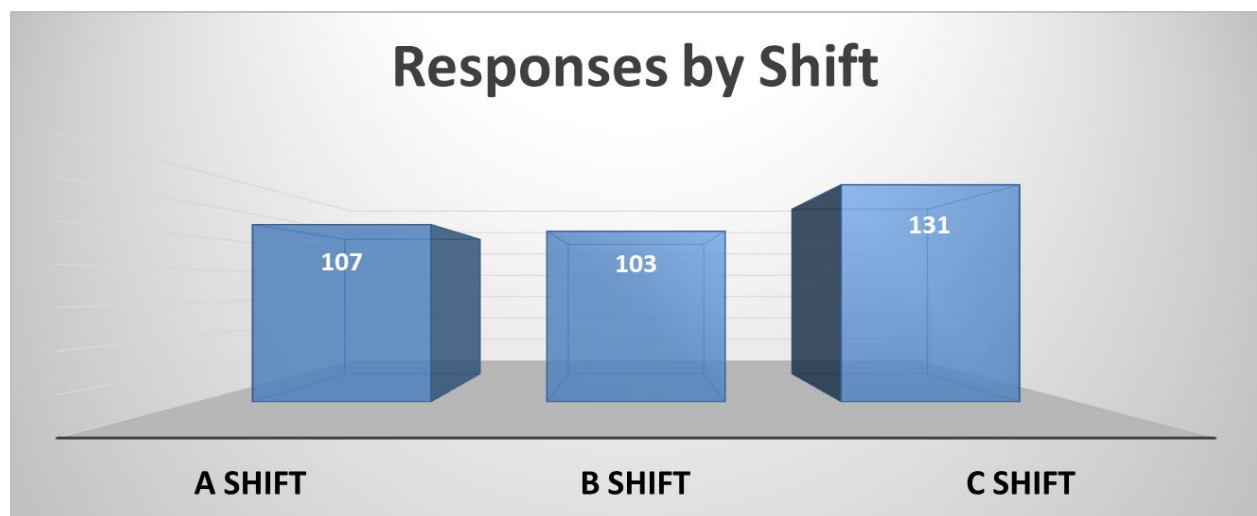
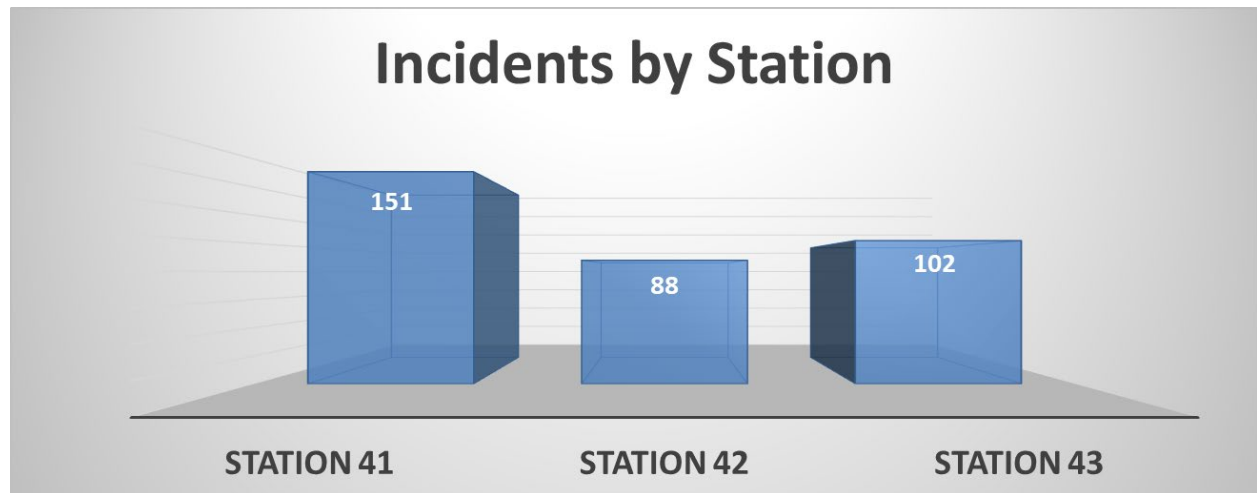
2023													
Call Type	January	February	March	April	May	June	July	August	September	October	November	December	2023
Structure Fire	2	3	6	4	4	6	5	3	3	4			40
Fire Alarm	31	21	30	28	21	37	25	31	25	28			277
Vehicle Fire	1	2	4	1	1	2	1	2	2	2			18
Grass Fire	4	3	2	1	2	2	2	3	5	6			30
Haz-Mat	1	3	1	4	5	13	8	1	5	2			43
MVA's	28	23	24	29	34	26	28	31	28	47			298
Medical	225	211	223	224	220	202	231	239	241	243			2259
Cancelled	1	4	2	2	1	4	2	1	4	2			23
Miscellaneous	12	8	3	9	8	13	7	5	12	7			84
Inspections	28	22	28	15	17	23	6	19	21	8			187
IROL Reports	6	5	5	13	11	12	9	8	11	23			103
Courtesy Insp.	84	197	324	26	8	3	0	0	0	0			642
COVID-19	2	3	2	1	0	0	0	0	0	1			9
Total	305	278	295	302	296	305	309	316	325	341			3072

2022													
Call Type	January	February	March	April	May	June	July	August	September	October	November	December	2022
Structure Fire	1	2	2	3	4	2	1	1	2	3	2	3	26
Fire Alarm	30	19	18	42	29	31	38	22	36	29	37	42	373
Vehicle Fire	3	1	2	4	3	4	2	0	3	1	1	1	25
Grass Fire	3	3	3	2	2	5	4	1	6	5	1	1	36
Haz-Mat	4	6	5	3	6	3	4	2	4	6	8	2	53
MVA's	26	27	32	31	34	32	37	29	25	25	28	25	351
Medical	234	188	231	207	213	219	232	248	240	251	226	229	2718
Cancelled	2	3	2	3	4	2	2	6	4	2	1	2	33
Miscellaneous	4	3	8	5	8	9	14	16	11	11	16	17	122
Inspections	18	15	19	13	17	7	15	14	12	15	19	9	173
IROL Reports							5	12	9	11	5	7	49
Courtesy Insp.	43	29	13	3	78	16	0	0	0	0	0	26	208
COVID-19	12	8	2	0	1	2	1	6	3	2	1	2	40
Total	307	252	303	300	303	307	334	325	331	333	320	322	3737

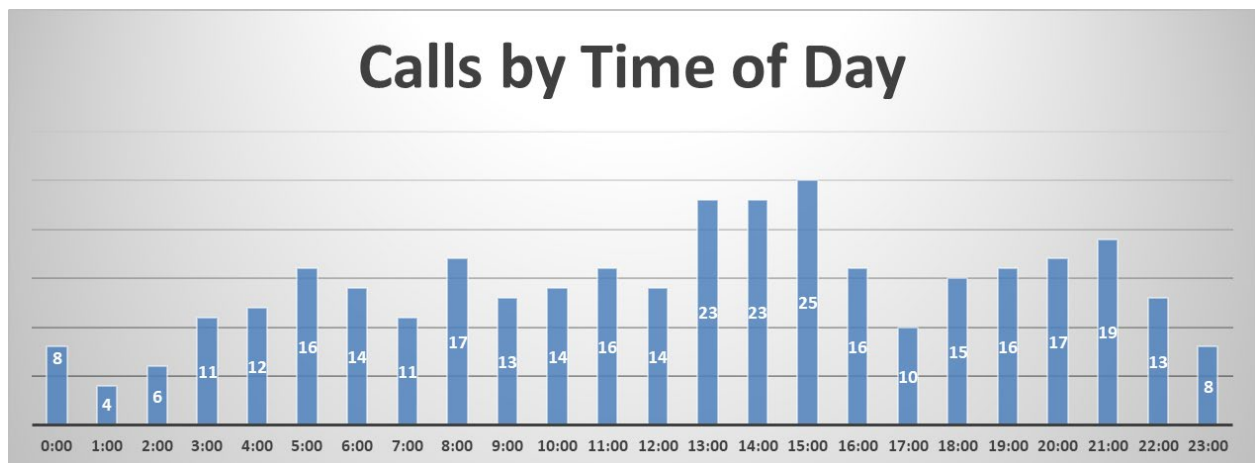
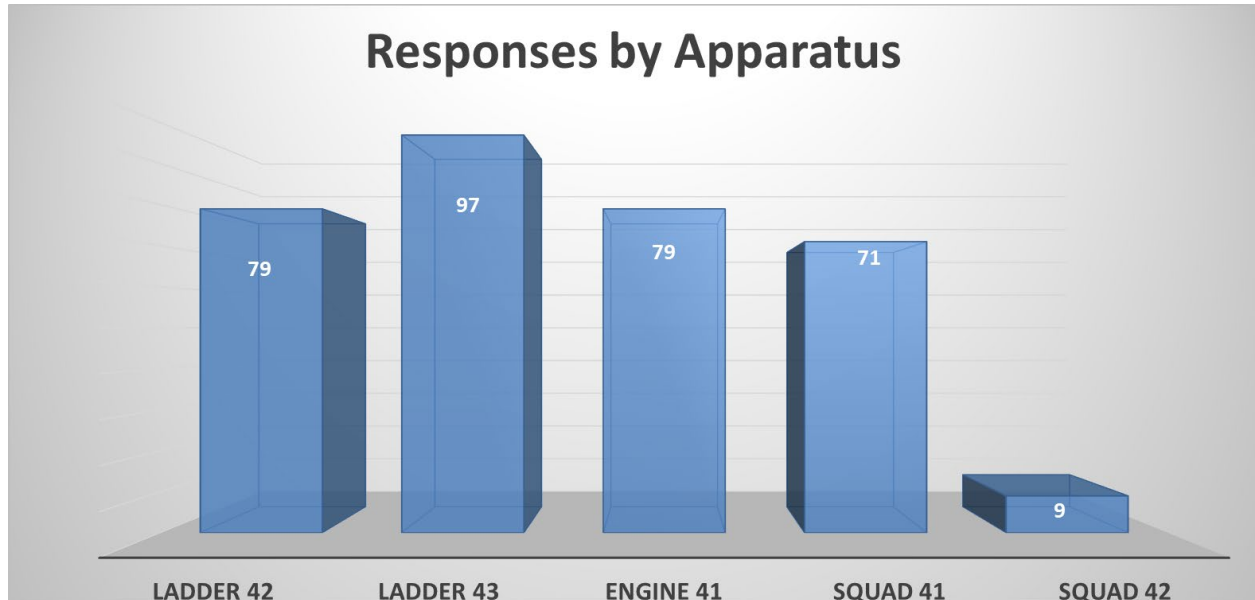
Response Times													
January	February	March	April	May	June	July	August	September	October	November	December	Average	
3:48	3:52	3:42	3:55	3:46	3:57	3:51	3:55	3:47	3:56			3:50	

Water Consumption in Gallons													
January	February	March	April	May	June	July	August	September	October	November	December	Total Gallons	
15,000	22,000	45,000	620,000	540,000	252,000	220,000	85,000	51,500	85,000			1,935,500	

City of La Vergne FIRE DEPARTMENT



City of La Vergne FIRE DEPARTMENT



La Vergne Parks & Recreation Dept

October 2023 Monthly Report

<u>PROGRAM</u>	<u>FREQUENCY</u>	<u>ATTENDANCE</u>	<u>REVENUE</u>
Multi-Purpose Bldg	12	1500	\$450.00
Pavilions	10	700	\$325.00
Jazzercise			\$390.00
Dance Class			\$360.00
Brick			\$35.00
Ball League			\$8,000.00
Total Help Desk Ticket	83		
Man Hours	710.5		
Visitors in the Park			
	TOTAL	2,200	\$9,560.00
Senior Total Visitors		601	
Senior Citizens Activities	19		
Senior Center Fundraiser			\$468.00
	GRAND TOTAL	2,801	\$10,028.00

Upcoming Events:

November 11, 2023 - Veterans Day Celebration

December 1, 2023 - Snow Rink Opens

December 2, 2023 - Parade of Lights/Winter festival

Past Events:

October 21, 2023- Goblins & Goodies/Zombie Night

Senior Center Past Events

October 3, 2023 - Live Music by Kevin Vostien

October 20, 2023 - Halloween Party

October 27, 2023 - Fire Department Cookout

November 3, 2023 - Live Music by Tony Zain

Senior Center Upcoming Events:

November 16, 2023 - Thanksgiving Dinner

Upcoming Meetings:

November 20, 2023 @4:30pm - Senior Center Advisory Committee Meeting

November 20, 2023 @6:00pm - Parks and Recreation Advisory Committee Meeting

November 20, 2023 @7:00pm - Greenway Advisory Committee Meeting

**CITY OF LA VERGNE
FINANCIAL SUMMARY
September 30, 2023**

**3 MONTHS
25.0% OF FISCAL YEAR**

GENERAL FUND

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Annual Budget</u>	<u>% of Annual Budget</u>
Revenues	6,391,483	15,766,110	63,064,438	10.1% of Budget Collected
Expenditures	<u>12,694,256</u>	<u>15,766,110</u>	<u>63,064,438</u>	20.1% of Budget Spent
<u>NET INCOME</u>	-6,302,773	0	0	

LOCAL SALES TAX

FY 2023-2024	4,267,032	3,625,000	14,500,000	29.4% of Budget Collected
Same Period Last Year	3,968,908			

STATE STREET AID FUND

Revenues	356,527	324,772	1,299,088	27.4% of Budget Collected
Expenditures	<u>383,758</u>	<u>324,772</u>	<u>1,299,088</u>	29.5% of Budget Spent
<u>NET INCOME</u>	-27,231	0	0	

STATE STREET AID:

Street Lighting, Road Maint	383,758	306,425	1,225,700	31.3% of Budget Spent
Capital Expenditures	<u>0</u>	<u>18,347</u>	<u>73,388</u>	0.0% of Budget Spent
TOTALS	383,758	324,772	1,299,088	29.5% of Budget Spent

STORMWATER FUND

Revenues	369,761	1,489,417	5,957,666	6.2% of Budget Collected
Expenditures	<u>380,280</u>	<u>1,489,417</u>	<u>5,957,666</u>	6.4% of Budget Spent
<u>NET INCOME</u>	-10,518	0	0	

STORMWATER FUND

Operating Expenses	380,280	351,917	1,407,666	27.0% of Budget Collected
Capital Outlay	<u>0</u>	<u>1,137,500</u>	<u>4,550,000</u>	0.0% of Budget Spent
TOTALS	380,280	1,489,417	5,957,666	6.4% of Budget Spent

WATER AND SEWER FUND

Revenues	4,125,514	7,649,160	30,596,640	13.5% of Budget Collected
Expenditures	<u>3,279,795</u>	<u>7,781,660</u>	<u>31,126,640</u>	10.5% of Budget Spent

OPERATING INCOME	845,719	-132,500	-530,000	
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Water Tap Fees Revenue	56,850	45,000	180,000	31.6% of Budget Collected
Sewer Tap Fees Revenue	<u>143,625</u>	<u>87,500</u>	<u>350,000</u>	41.0% of Budget Collected
Total Tap Fees Revenue	200,475	132,500	530,000	37.8%

<u>NET INCOME</u>	1,046,194	0	0	
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**CITY OF LA VERGNE
FINANCIAL SUMMARY
September 30, 2023**

CASH IN BANKS AND INVESTED

110	GENERAL FUND			\$	32,164,252
110	GENERAL FUND BOND PROCEEDS			\$	17,562,770
121	STATE STREET AID FUND			\$	1,121,987
122	SENIOR CITIZENS FUND			\$	157,877
123	SPECIAL REVENUE FUND (DRUG FUND)			\$	418,549
126	EQUITABLE SHARING FUND			\$	910,777
127	STORM WATER MANAGEMENT			\$	4,377,323
311	CAPITAL PROJECT FUND (HIGHWAYS & STREETS)			\$	2,767,189
	ROAD IMPACT FEES:				
	RECEIVED 7-1-98 THRU	06/30/23	\$	12,701,994.57	
	RECEIVED 7-1-22 THRU	06/30/24	\$	303,256.99	
	TOTAL IMPACT FEES REC'D		\$	13,005,251.56	
	OTHER RECEIPTS/TRANSFERS		\$	855,033.52	
	TOTAL RECEIVED		\$	13,860,285.08	
	LESS: EXPENDED		\$	11,442,171.77	
	BALANCE		\$	2,418,113.31	
313	CAPITAL PROJECT FUND (PARKS & RECREATION)			\$	730,781
	PARK IMPACT FEES:				
	RECEIVED 7-1-98 THRU	6/30/2023	\$	2,457,383.28	
	RECEIVED 7-1-22 THRU	6/30/2024	\$	50,890.77	
	TOTAL IMPACT FEES REC'D		\$	2,508,274.05	
	OTHER RECEIPTS/TRANSFERS		\$	1,368,160.36	
	TOTAL RECEIVED		\$	3,876,434.41	
	LESS: EXPENDED		\$	3,321,059.87	
	BALANCE		\$	555,374.54	
321	POLICE IMPACT FUND			\$	722,051
	POLICE IMPACT FEES:				
	RECEIVED 7-1-98 THRU	6/30/2023	\$	1,279,919.35	
	RECEIVED 7-1-22 THRU	6/30/2024	\$	33,145.34	
	TOTAL IMPACT FEES REC'D		\$	1,313,064.69	
	OTHER RECEIPTS/TRANSFERS		\$	44,262.43	
	TOTAL RECEIVED		\$	1,357,327.12	
	LESS: EXPENDED		\$	635,275.74	
	BALANCE		\$	722,051.38	
322	FIRE IMPACT FUND			\$	177,876
	FIRE IMPACT FEES:				
	RECEIVED 7-1-98 THRU	6/30/2023	\$	165,837.11	
	RECEIVED 7-1-22 THRU	6/30/2024	\$	12,570.21	
	TOTAL IMPACT FEES REC'D		\$	178,407.32	
	OTHER RECEIPTS/TRANSFERS		\$	-	
	TOTAL RECEIVED		\$	178,407.32	
	LESS: EXPENDED		\$	531.04	
	BALANCE		\$	177,876.28	
413	WATER & SEWER FUND			\$	24,115,093
413	WATER & SEWER FUND ARPA			\$	6,465,191
413	WATER & SEWER CONSTRUCTION FUND			\$	666,983
511	INTERNAL SERVICE FUND (EMPLOYEE BENEFITS)			\$	585,592

**CITY OF LA VERGNE
FINANCIAL SUMMARY
September 30, 2023**

GENERAL FUND

	<u>Fiscal 22-23</u>	<u>Fiscal 23-24</u>	<u>Increase Decrease (-)</u>	<u>% of Total Actual Fiscal 22-23</u>	<u>% of Total Budget Fiscal 23-24</u>
Gross Revenues	6,148,873	6,391,483	\$242,610	18.1%	10.1%
Gross Expenses	<u>6,981,046</u>	<u>12,694,256</u>	<u>\$5,713,210</u>	21.0%	20.1%
NET INCOME	-\$832,173	-\$6,302,773	-\$5,470,600		

WATER/SEWER FUND

	<u>Fiscal 22-23</u>	<u>Fiscal 23-24</u>	<u>Increase Decrease (-)</u>	<u>% of Total Budget Fiscal 22-23</u>	<u>% of Total Budget Fiscal 23-24</u>
Gross Revenue	3,617,648	4,125,514	\$507,866	17.8%	13.5%
Gross Expenses	<u>3,087,814</u>	<u>3,279,795</u>	<u>\$191,981</u>	24.7%	10.5%
OPERATING INCOME	529,834	845,719	\$315,885		
W/S Tap Fees Revenue	<u>\$193,625</u>	<u>\$200,475</u>	<u>\$6,850</u>	20.0%	37.8%
NET INCOME	\$723,459	1,046,194	\$322,735		

WATER/SEWER REVENUE COMPARISON

	413-37110		413-37210		Cumulative	Percent
	Fiscal 2022-2023	Fiscal 2023-2024	Fiscal 2022-2023	Fiscal 2023-2024	Year To Date Increase Decrease	Increase Decrease
<u>Month</u>	<u>Water</u>	<u>Water</u>	<u>Sewer</u>	<u>Sewer</u>		
JUL	515,887	533,381	649,725	670,130	37,899	3.25%
AUG	488,893	545,614	627,285	657,873	125,209	5.49%
SEP	514,585	579,556	638,594	711,695	263,281	7.66%
OCT	513,144	0	645,154	0	-895,017	0.00%
NOV	426,772	0	576,555	0	-1,898,344	0.00%
DEC	424,133	0	591,398	0	-2,913,875	0.00%
JAN	461,966	0	638,782	0	-4,014,623	0.00%
FEB	431,486	0	596,502	0	-5,042,611	0.00%
MAR	423,431	0	581,578	0	-6,047,620	0.00%
APR	480,759	0	662,056	0	-7,190,435	0.00%
MAY	451,299	0	567,739	0	-8,209,473	0.00%
JUN	445,046	0	575,683	0	-9,357,428	0.00%
TOTAL YTD	5,577,401	1,658,551	7,351,051	2,039,699	3,698,250	

City of La Vergne, TN

October Monthly Report

November 7th, 2023



700 Bon Aqua Drive
La Vergne, TN, 37086
615.793.6536

November 7th, 2023

Mr. Bruce Richardson
City of La Vergne Administrator
5093 Murfreesboro Road
La Vergne TN 37086

Dear Mr. Richardson:

Inframark is pleased to submit the October 2023 Operating Service Monthly Report. This report contains a comprehensive description of our Operation and Maintenance Services for the month.

Thank you for the opportunity to provide Operations and Maintenance Service to the City of La Vergne. To ensure we are providing material that is of value to you, please provide any questions or comments to me regarding this report.

Sincerely,

A handwritten signature in black ink that reads "Daniel Campbell". The script is cursive and elegant.

Daniel Campbell
Project Manager
Inframark

Executive Summary

During the month of October 2023, the La Vergne water treatment plant treated a 135.522 million gallons of J. Percy Priest Lake water and delivered 110.883 million gallons. That equates to an average of 4.372 million gallons per day treated and 3.577 million gallons per day delivered to the community.

Inframark participated in La Vergne's Goblins and Goodies event on October 21st by handing out candy to a great crowd of children. This event is something Inframark looks forward to each and every year and were once again very happy to take part in. Thank you to the City of La Vergne for allowing us to be involved.

Inframark lost two employees in the month of October and hired two new employees. Colin Inman, the new maintenance technician, started on October 18th, and Drew Nicklin, a new treatment operator, started October 30th.

On October 18th, MR Systems was on site to install a new level sensor on coagulant tank #2. Before this installation was performed, plant staff could not use this tank due to not knowing how much coagulant was actually in the tank. After the installation, plant staff can use this tank when receiving a coagulant delivery and have an accurate total number of gallons when it is in use.

At the end of the month, City personnel notified plant staff that Mason Rd pump #1 was leaking and needed to be taken out of service. When pump #1 was shut off and pump #4 was turned on, the total flow was lower than expected. After some investigation, it was found that pump #3 had stopped working at 2:48am that morning. City personnel contacted WASCON to have them come repair pumps #1 and #3 and to install pump #2 that they had been working to fix. The next day, pump #2 was installed, pump #3 was repaired on site, and pump #1 was taken back to the shop for further inspection and repair. Mason Rd pump station currently has pumps #2,3 and 4 available for use.

On the Radar

Working with MR Systems, the City of La Vergne, and Griggs & Maloney on the SCADA upgrade Project

Relocation of the coagulant injection point

Review of the Cross Connection Control Program

Operations

Compliance:

- What is the monthly compliance reporting? We send about 23 pages of data that has been collected by our operators and SCADA system. These reports comprise of over 50,000 points of data that is compiled into a report that is sent to the state every month called the “Monthly Operating Report” (MOR). This report is a representation of how well the plant operated during the prior month.
- Monthly Compliance reporting for October 2023 is being compiled and will be submitted to TDEC no later than November 10th, 2023.
- Total Organic Carbon (TOC) percent removal for October 2023 was 39.2%; the requirement is 25%. That is 1.57 times more removal than required by state and federal regulations.
- Every month we are required by state regulations to collect and analyze a minimum of 40 bacteriological samples per a state approved sampling site plan. In October, we collected 40 samples. Of the 40 compliance samples, we had 0 total coliform positive sample. The system remains in compliance.

Plant Operations:

- The plant is currently treating 3.9 – 5.0 MGD through the plant
- 24” main progress meeting attended
- Contacted Eaton to schedule raw water intake main breaker installation; they are check their availability
- SCADA stopped communicating with WIMS due to loose internet wire from when new router was installed; corrected issue and communication reestablished
- Worked with Mike Dietz as the City entered into Phase 1 and Phase 2 of the Drought Management Plan
- Mason Rd Pump Station pump #1 stopped working; WASCON on site to make repairs to pump #3, remove pump #1 and reinstall pump #2
- Process chemicals adjusted to optimize efficiency of treatment process
- Process and chemical pumps were rotated
- Continued to have SCADA challenges, with being kicked out, requiring logging back in, loss of data

Flushing:

Inframark’s annual flushing program began June 28th due to an extended lake turnover and was completed on September 28th. In September, 197 hydrants and 51 blow offs were flushed for a total of 2,081,100gallons. Inframark has completed 100% of its annual flushing program with a total of 544 hydrants and 75 blow off flushed for a total of 5,124,800 gallons.

Cross Connection Program:

- The following table shows what was completed in October:

Monthly Cross Connection Report 10/1/23 to 10/31/23			
	Number Scheduled	Number Completed	Number Scheduled Next Month
Devices Tested	82	123	41
Re-survey's	25	25	25

Maintenance & Repair

- There were 108 total work orders assigned and 128 work orders were entered into the computer system as completed in the month of October.
- Replaced the raw water sample pump at the intake
- Replaced stent on KMnO4 pump #1
- Removed the broken pipe nipple on high service pump #1's air relief valve because it was leaking; replaced with new one
- Cleaned lagoon on 10/16
- Replaced stent on coagulant pump #2 and replumbed the feed line to add a check valve to limit air build up
- Relay stuck on the carbon feeder causing alarm to stay on; panel reset after relayed cooled down and now working normally
- Troubleshoot carbon vortex alarm; caused because water got in the air lines, not allowing air actuated valves to close when called to
- Sump pump in basement was removed; pump is worn and causing breaker to trip which caused the basement at flood with water; parts ordered and pump will be repaired
- Replaced broken valve on drawdown tube of polymer pump #1
- MR Systems on site on 10/18 to install new level sensor on coagulant tank #2
- Cleaning of the plant

Customer Service

In August, we had three (3) customer complaints; one for brown water, one for low pressure, and one for a question about a water leak tag that was on their front door. The complaint for brown water was due to the third floor bath tubs having brown water coming from the faucet. City personnel responded to the location and flushed the nearest hydrant. Plant personnel were informed that brown water came from the customer's water heater when it was flushed. The customer that called about low pressure had changed out their pressure reducing valve (PRV) a year ago but was again having low pressure issues. When the meter was checked, the meter box was wet. The customer was advised to contact Public Works in order to have their water meter inspected. The third call was about a customer was confused about why they received paperwork stating they had a possible leak. After some investigation and work with Water Billing, the customer had a new meter installed on 10/16/23 and the leak detector was not spinning upon inspection by water plant personnel. The customer was informed to call Water Billing if they had any further questions regarding their bill or service.

For all complaints, water plant staff arrived on site, assessed the situation, communicatedp with the customer, and a follow up call was given (if needed) to each customer to see if the issue had been resolved. No further issues remain.

Financial Update

Caps	Month	Month Total	Monthly Budget	Remaining Balance
Maintenance Cap**	October	\$9,083.74	\$12,083.33	\$23,898.21

**The maintenance cap number for October is an estimate based upon forecasting. This number will be updated after month close.

Health & Safety

Health and Safety Report for the month of October 2023.

- We have gone 5,464 days (14.97 years) without a recordable or time lost injury.
- Safety Topics for this month was Inframark's Emergency Action Plan and Fire Extinguisher training.
- We had no safety issues in the month of October.

Personnel

Inframark lost two employees in the month of October and hired two new employees. Colin Inman, the new maintenance technician, started on October 18th, and Drew Nicklin, a new treatment operator, started October 30th.

Community Involvement

- Inframark participated in La Vergne's Goblins and Goodies event on October 21st by handing out candy to a great crowd of children. This event is something Inframark looks forward to each and every year and were once again very happy to take part in. Thank you to the City of La Vergne for allowing us to be involved. Tours are available by calling the plant at 615-793-6536 and making an appointment.
- In October, Inframark participated in La Vergne's Goblins and Goodies by giving out candy. Inframark has done this for many years and it is something we look forward to each and every year.
- We will do a drinking water analysis as a courtesy at the customer's request. Please call (615) 793-6536 to schedule an appointment.

Appendix

Document	Page
October 2023 Monthly Summary	6
Organization Chart	7
Equipment Status Report	8 - 11

City of La Vergne

**Water Treatment Plant
INFRAMARK, LLC**

**Monthly Summary
October 2023**

Parameter	Standard	2022	2023*
Vol. Processed (Million gal.)		126.046	135.522
Vol. Delivered (Million gal.)		110.024	110.883
PALL Raw Filtrate (Million gal.)		0.000	0.000
PALL Finished Filtrate (Million gal.)		0.000	0.000
Average Day Finished Flow	MGD	3.563	3.577
Maximum Day Finished Flow	MGD	4.093	3.989
Minimum Day Finished Flow	MGD	2.720	3.189
CFE Water Turbidity (Avg)	<0.3 NTU	0.06	0.07
CFE Water Turbidity (Max)	<0.3 NTU	0.16	0.54
Raw turbidity (Max)	N/A	17.30	12.40
Iron (Max Fin)	0.3 mg/L	0.06	0.04
Manganese (Max Fin)	0.05 mg/L	0.037	0.084
Fluoride (Max Fin)	2.0 mg/L	0.78	0.62
Total Coliform	< 5%	2.5%	0%
Chlorine Residual (Min Fin)	>0.2 mg/L	1.68	1.72

Chemicals Used	Purpose	Unit	2022	2023*
Sodium Hypochlorite	Disinfection	lbs.	3,906	3,733
Sodium Polyphosphate	Anti-Corrosive	lbs.	1,704	1,556
Fluorosilicic Acid	Fluoride	lbs.	617	695
Powered Activated Carbon	Taste and Odor	lbs.	6,075	7,619
Potassium Permanganate	Oxidation	lbs.	1,946	2,071
Polymer	Blanket Aid	lbs.	855.45	733.05
Aluminum Chloride	Coagulation	lbs.	48,277	57,280

Flushing Program	
No. Flushing Sites	0
Approx. Gallons Used	0

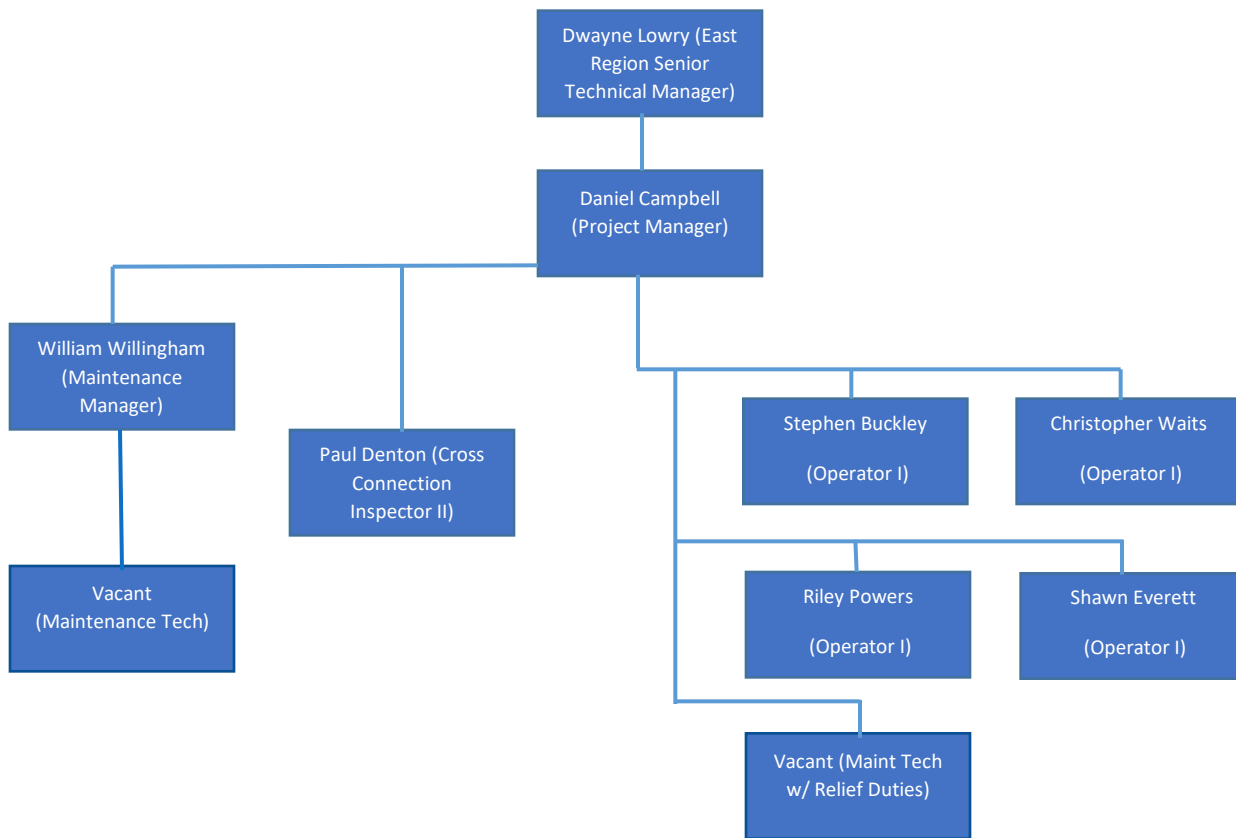
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Maintenance for September	
Maintenance Jan 2023 - Current	\$ *121,101.21
Annual Maintenance Cap	\$ 145,000.00
Remaining Balance	\$ *23,898.79

Membrane Unit
(Million gallons)
Reclaimed

*(Totals are an estimate for October 2023)

La Vergne Water Plant Organizational Chart



Equipment/Process Status Report

Report Month: October

Date Updated: 11/2/23

Equipment is in service

In Service Equipment = 145/149 =
97.32%

Equipment is in service but in need of repair

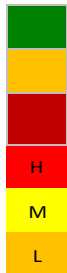
Prepared by: Daniel
Campbell

Equipment is out of service

Must be repaired within 1 week

Must be repaired within 6 months

Included as part of a capital improvement plan



Location/Process	Equipment	Condition	Repair Status	Criticality	Status
Intake/Influent	Intake Pump #1	In Service			
Intake/Influent	Intake Pump #2	In Service			
Intake/Influent	Intake Pump #3	In Service			
Intake/Influent	Raw water sample pump	In Service			
Intake/Influent	KMnO4 pump #1	In Service			
Intake/Influent	KMnO4 pump #2	In Service			
PLANT					
Outside/Influent	Raw water flow meter	In Service			
New side/Influent	Potassium Permanganate feeder	In Service			
New side/Influent	Polymer Pump #1	In Service			
New side/Influent	Polymer Pump #2	In Service			
New side/Influent	Polymer transfer pump	In Service			
New side/Influent	Polymer Mixing tank	In Service			
New side/Influent	Coagulant pump #1	In Service			
New side/Influent	Coagulant pump #2	In Service			
New side/Influent	Carbon Feeder	In Service			
New side/Influent	Carbon Feeder Motor	In Service			
New side/Influent	Air compressor	In Service			
Old side/Influent	Air compressor	In Service			
New side/Influent	Flash Mixer	In Service			
Old side/Influent	Flash Mixer	In Service			
New side/Influent	Superpulsator #3	In Service			
New side/Influent	Superpulsator #4	In Service			
Old side/Influent	Superpulsator #1	In Service			
Old side/Influent	Superpulsator #2	In Service			
Old side/Influent	Superpulator #1 Blowdown valve #1	In Service			
Old side/Influent	Superpulsator #1 blowdown valve #2	In Service			
Old side/Influent	Superpulator #2 Blowdown valve #1	In Service			
Old side/Influent	Superpulsator #2 Blowdown valve #2	In Service			
New side/Influent	Superpulator #3 Blowdown valve #1	In Service			

New side/Influent	Superpulsator #3 Blowdown valve #2	In Service			
New side/Influent	Superpulator #4 Blowdown valve #1	In Service			
New side/Influent	Superpulsator #4 Blowdown valve #2	In Service			
New side/Influent	Superpulsator Vacuum Pump #1	In Service			
New side/Influent	Superpulsator Vacuum Pump #2	In Service			
New side/Influent	Superpulsator Vacuum Pump Spare	In Service			
Old side/Influent	Superpulsator Vacuum Pump #1	In Service			
Old side/Influent	Superpulsator Vacuum Pump #2	In Service			
Old side/Influent	Superpulsator Vacuum Pump Spare	In Service			
New side/Influent	Filter Vacuum Pump #1	In Service			
New side/Influent	Filter Vacuum Pump #2	In Service			
Old side/Influent	Filter Vacuum Pump #1	In Service			
Old side/Influent	Filter Vacuum Pump #2	In Service			
New side/Influent	Greenleaf Filter #5	In Service			
New side/Influent	Greenleaf Filter #6	In Service			
New side/Influent	Greenleaf Filter #7	In Service			
New side/Influent	Greenleaf Filter #8	In Service			
Old side/Influent	Greenleaf Filter #1	In Service			
Old side/Influent	Greenleaf Filter #2	In Service			
Old side/Influent	Greenleaf Filter #3	In Service			
Old side/Influent	Greenleaf Filter #4	In Service			
Effluent	Turbidity Meter # 1	In Service			
Effluent	Turbidity Meter # 2	In Service			
Effluent	Turbidity Meter # 3	In Service			
Effluent	Turbidity Meter #4	In Service			
Effluent	Turbidity Meter #5	In Service			
Effluent	Turbidity Meter #6	In Service			
Effluent	Turbidity Meter #7	In Service			
Effluent	Turbidity Meter #8	In Service			
Old Side/Effluent	Turbidity Pump 1	In Service			
Old Side/Effluent	Turbidity Pump 2	In Service			
Old Side/Effluent	Turbidity Pump 3	In Service			
Old Side/Effluent	Turbidity Pump 4	In Service			
New Side/Effluent	Turbidity Pump 5	In Service			
New Side/Effluent	Turbidity Pump 6	In Service			
New Side/Effluent	Turbidity Pump 7	In Service			
New Side/Effluent	Turbidity Pump 8	In Service			
Old Side/Effluent	Combined Filter Effluent Pump	In Service			
Old Side/Effluent	Combined Filter Effluent Turbidimeter	In Service			
New Side/Effluent	Finished Turbidity Meter	In Service			

Old Side/Effluent	Backwash Valve #1	In Service			
Old Side/Effluent	Backwash Valve #2	In Service			
Old Side/Effluent	Backwash Valve #3	In Service			
Old Side/Effluent	Backwash Valve #4	In Service			
New Side/Effluent	Backwash Valve #5	In Service			
New Side/Effluent	Backwash Valve #6	In Service			
New Side/Effluent	Backwash Valve #7	In Service			
New Side/Effluent	Backwash Valve #8	In Service			
Old Side/Effluent	Rewash Valve #1	In Service			
Old Side/Effluent	Rewash Valve #2	In Service			
Old Side/Effluent	Rewash Valve #3	In Service			
Old Side/Effluent	Rewash Valve #4	In Service			
New Side/Effluent	Rewash Valve #5	In Service			
New Side/Effluent	Rewash Valve #6	In Service			
New Side/Effluent	Rewash Valve #7	In Service			
New Side/Effluent	Rewash Valve #8	In Service			
Old side/Influent	Supplemental backwash pump	In Service			
Old side/Influent	Bleach Pump #1	In Service			
Old side/Influent	Bleach Pump #2	In Service			
Old side/Influent	Bleach Pump #3	In Service			
Old side/Influent	Phosphate Pump	In Service			
Old side/Influent	Fluoride Pump #1	In Service			
Old side/Influent	Fluoride Pump #2	In Service			
New side/Influent	Spare Air Compressor #1	In Service			
New side/Influent	Spare Air Compressor #2	In Service			
New side/Influent	Spare Air Compressor #3	In Service			
Outside	WTP Emergency Generator	In Service			
Effluent	High Service Pump #1	In Service			
Effluent	High Service Pump #2	Out of Service	Not coupled; motor needs to be coupled and tested but cannot due to VFD	L	
Effluent	High Service Pump #3	In Service			
Effluent	High Service Pump #4	In Service			
Effluent	High Service Pump #5	In Service			
Effluent	Finished Flow Meter	In Service			
Effluent	CL17 - CFE	In Service			
Effluent	CL17 - FIN	In Service			
Effluent	High Service Valve #1	In Service			
Effluent	High Service Valve #2	In Service			
Effluent	High Service Valve #3	In Service			
Effluent	High Service Valve #4	In Service			
Effluent	High Service Valve #5	In Service			

Effluent	High Service Valve PLC #1	In Service			
Effluent	High Service Valve PLC #2	Out of Service	Swapped with HSP5	L	
Effluent	High Service Valve PLC #3	In Service			
Effluent	High Service Valve PLC #4	In Service			
Effluent	High Service Valve PLC #5	In Service			
Effluent	High Service Motor #1	In Service			
Effluent	High Service Motor #2	Out of Service	Motor is functional; Motor needs to be coupled to the pump by WASCON	L	
Effluent	High Service Motor #3	In Service			
Effluent	High Service Motor #4	In Service			
Effluent	High Service Motor #5	In Service			
Lagoon	Pump #1	In Service			
Lagoon	Pump #2	In Service			
Electrical building	High Service Pump VFD #1	In Service			
Electrical Building	High Service Pump VFD #2	Out of Service	Inverter is bad; VFD is obsolete and needs to be replaced; waiting on quote from Eaton	M	
Electrical Building	High Service Pump VFD #3	In Service			
Electrical Building	High Service Pump VFD #4	In Service			
Electrical Building	High Service Pump VFD #5	In Service			
Electrical Building	Harmonic Correction Unit	In Service			
LAB					
Lab	Turbidimeter TU5200	In Service			
Lab	Turbidimeter TU5200	In Service			
Lab	DR3900	In Service			
Lab	Fluoride Probe	In Service			
Lab	Pocket Chlorimeter	In Service			
Lab	pH/Fluoride Meter	In Service			
Lab	PH Probe	In Service			
Lab	Chemtrac Chemical Analyzer	In Service			
Lab	Refrigerator	In Service			
Lab	Incubator	In Service			
Lab	Flouresent Analyzer	In Service			
PALL					
PALL	Air Compressor	In Service			
PALL	Influent Pump	In Service			
PALL	Effluent Pump	In Service			
PALL	Membrane Unit	In Service			
PALL	Bleach Pump	In Service			
PALL	Control Valves	In Service			
PALL	Water Heater	In Service			
PALL	Raw Turbidity Meter	In Service			
PALL	Finished Turbidity Meter	In Service			
PALL	Chlorine probe analyzer	In Service			
PALL	pH Probe	In Service			



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 7, 2023

Item Title: Second Reading - **Ordinance #2023-24** - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Ordinance #2023-24

Summary:

This is a budget amendment for the current fiscal year for the Information Technology Department and the Fire Department.

Background Information:

There are two departments that need their budgets amended in this current fiscal year. This ordinance will make those adjustments.

In the Information Technology Department, we need to order the network switches needed to connect the new Fire Station #41 and the new Public Works facility to our existing network. These items were not included in the construction budget for the buildings. The cost for both switches and the necessary accessories for installation and connection is \$112,900.81.

In the Fire Department, there is a budgeted project to replace the concrete entrance ramp and rear concrete driveway at Fire Station #42. The amount allocated in the budget was \$30,000, but the estimate received from our vendor is \$37,000, so the remaining \$7,000 will be allocated with this amendment.

Financial Summary:

The overall cost of this budget amendment is \$120,000, which will come out of the

General Fund reserves.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-24

AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 GENERAL FUND BUDGET.

BE IT ORDAINED By the Board of Mayor and Aldermen of the City of La Vergne
as follows:

The 2023-2024 Budget is hereby amended for the **General Fund** by providing for:

Increased Expenditures for account number:

110-41680-312	I.T. – Small Items of Equipment	\$	113,000
110-42200-939	Fire Department – Other Improvements	\$	7,000

Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	120,000
-----------	----------------------------	----	---------

**THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL
PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 7, 2023

Item Title: Second Reading - **Ordinance #2023-25** - An Ordinance to Amend the Impact Fee Ordinance to Add an Annual Adjustment for Construction Cost Inflation.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Ordinance #2023-25

Summary:

This is an ordinance that will amend our existing Impact Fee Ordinance to add an annual adjustment to our impact fees based on the Construction Cost Index that is developed by the Engineering-News Record.

Background Information:

Our current Impact Fees were based upon a study completed by Duncan Associates in August 2020. These fees do not take into account the effects of inflation on the costs of construction. Many of our projects are costing much more than originally planned. This ordinance will add an annual adjustment to account for construction cost inflation each year. Each year, the city will compare the current Construction Cost Index ratio for the most recent month for which it is available and compare that to the index for the same month of the previous year. Then an ordinance will be presented to the Board of Mayor and Aldermen to adjust the impact fees based on that difference in ratio. The ordinance will have to be approved before June 1 each year so that it will be effective on July 1, so this would work in conjunction with our budget process for planning purposes.

Financial Summary:

The exact impact on the budget is unknown due to the unknown rates of construction

cost inflation each year. This will allow the city to update the impact fees to account for this increase each year.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-25

AN ORDINANCE TO AMEND THE IMPACT FEE ORDINANCE TO ADD AN ANNUAL ADJUSTMENT FOR CONSTRUCTION COST INFLATION.

WHEREAS, the Board of Mayor and Aldermen of the City of La Vergne established Park Impact Fees with Ordinance #98-13; Road Impact Fees with Ordinance #98-14; Police Impact Fees with Ordinance #2004-23; and Fire Impact Fees with Ordinance #2020-18; and

WHEREAS, the Park Impact Fees were amended with Ordinance #2001-10, Ordinance #2004-31, Ordinance #2020-18, and Ordinance #2021-37; and

WHEREAS, the Road Impact Fees were amended with Ordinance #2001-11, Ordinance #2004-30, Ordinance #2005-06, Ordinance #2020-18, and Ordinance #2021-37; and

WHEREAS, the Police Impact Fees were amended with Ordinance #2020-18 and Ordinance #2021-37; and

WHEREAS, the Fire Impact Fees were amended with Ordinance #2021-37; and

WHEREAS, the current impact fees listed in the fee schedule are based upon a an Impact Fee Study conducted by Duncan Associates in August 2020 that does not consider the effects of construction cost inflation over time; and

WHEREAS, due to the high rates of inflation, it is necessary and appropriate to adjust the impact fee rates annually using the Construction Cost Index, developed by the Engineering-News Record to account for construction cost inflation; and,

WHEREAS, the following changes have been approved by the La Vergne Board of Mayor and Aldermen.

NOW THEREFORE BE IT ORDAINED BY THE LA VERGNE BOARD OF MAYOR AND ALDERMEN:

That Ordinance #2020-18, entitled "An Ordinance to Amend the Impact Fees in the City of La Vergne" as amended by Ordinance #2021-37 (attached as Exhibit A), is hereby amended as follows:

SECTION 1. Section 11 is hereby amended by renumbering the existing paragraph (m) as paragraph (n) and adding a new paragraph (m) to read as follows:

Section 11. Miscellaneous Provisions

- m. Automatic indexing for inflation. The impact fees adopted by the Board of Mayor and Aldermen shall be adjusted to account for construction cost inflation on July 1 following each year in which the fees were not comprehensively updated based on a new impact fee study. The existing fees will be multiplied by the ratio of the Engineering News-Record Construction Cost Index for the most recent month for which the index is available to the index for the same month of the previous year. The adjusted fee schedule, with fees rounded to the nearest whole dollar increment, will be adopted by the Board of Mayor and Aldermen by June 1 to become effective on July 1.

SECTION 2. Each section, subsection, paragraph, sentence and clause of this ordinance is hereby declared to be separable and severable. The validity of any, subsection, paragraph, sentence or clause shall not be effected by the invalidity of any other portion of this ordinance, and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted herefrom.

SECTION 3. That this Ordinance take effect on December 1, 2023, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 7, 2023

Item Title: Second Reading - **Ordinance #2023-26** - An Ordinance to Amend the Fiscal Year 2023-2024 Police Impact Fee Fund Budget.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Ordinance #2023-26

Summary:

This is a budget amendment to allocate funds in conjunction with a grant that the city has received in order to purchase a Tactical Rescue and Response Vehicle for the Police Department.

Background Information:

On the consent agenda, there is a grant contract with the State of Tennessee Office of Criminal Justice Programs where the city has been awarded a grant to purchase a Tactical Rescue and Response Vehicle for the Police Department. This is the budget amendment to account for the grant proceeds and allocate the additional funds that are needed to make up the difference between the grant proceeds and the cost of the vehicle.

Financial Summary:

The cost of the vehicle is \$341,288 and the grant proceeds are \$239,927. The remaining amount of \$101,361 will come out of the Police Impact Fee Fund balance.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-26

AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 POLICE IMPACT FEE FUND BUDGET.

BE IT ORDAINED By the Board of Mayor and Aldermen of the City of La Vergne as follows:

The 2023-2024 Budget is hereby amended for the **Police Impact Fee Fund** by providing for:

Increased Expenditures for account number:

321-42100-944	Transportation Equipment	\$	342,000
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Decrease Fund Balance:

321-36900	Other Financing Sources	\$	240,000
321-37840	Transfer from Fund Balance	\$	102,000

THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 7, 2023

Item Title: GSA Contract Purchase – Network Switches and Installation for the New Fire Station and Public Works Facilities.

Department: Information Technology

Presented By: Glenn Green

Item Attachments:

1. Quote
2. Statement of Work

Summary:

This item is to purchase the necessary network data switches for the new Fire Station #41 and Public Works facilities.

Background Information:

Network data switching equipment at various locations in the new Fire Station #41 and Public Works facilities are needed in order for the computer and other data networks to function as desired. This item will procure the needed equipment and professional configuration & installation services required to integrate the new switches into our existing network.

Financial Summary:

The total cost of equipment and professional services is \$112,900.81 and is purchased under GSA contract pricing. This item is in conjunction with the budget amendment reflecting the same cost presented at this meeting.

Staff Recommendation:

Staff recommends approval.



United Data Technologies Inc
2900 Monarch Lakes Blvd, Suite 300
Miramar, Florida 33027
United States
(P) 954-308-5100

Quotation (Open)

Date	Expiration Date
Jun 12, 2023 09:05 AM EDT	11/30/2023
Modified Date	
Sep 20, 2023 02:53 PM EDT	
Quote #	
COQO-43357 - rev 1 of 1	
Description	
Fire station 41 & Public Works	
SalesRep	
Kusel, Frederico (P) 5157084622	
Customer Contact	
Green, Glenn ggreen1@lavergnetrn.gov	

Customer
CITY OF LAVERGNE (6721)
Green, Glenn
5093 Murfreesboro Rd
La Vergne, TN 370862706
United States
(P) 6152070395

Bill To
CITY OF LAVERGNE
Green, Glenn
5093 Murfreesboro Rd
La Vergne, TN 370862706
United States
(P) 615-207-0395
acctpay@lavergnetrn.gov

Ship To
CITY OF LAVERGNE
Green, Glenn
5093 Murfreesboro Rd
La Vergne, TN 370862706
United States
(P) 615-207-0395
ggreen1@lavergnetrn.gov

Customer PO:	Terms: N30	Ship Via: Free Standard Shipping
Special Instructions:		Carrier Account #:

#	Description	Part #	Tax	Qty	Unit Price	Total
GSA Schedule Contract: GS-35F-0563U. Cisco DID#68307103						
FIRE STATION 41						
1	Catalyst 9200 48-port PoE+, Network Essentials Essential Edition - switch - smart - 48 x 10/100/1000 (PoE+) - rack-mountable - PoE+ (740 W)	C9200-48P-E	No	1	\$3,069.49	\$3,069.49
2	3Y SNTC-8X5XNBD Catalyst 9200 48-port PoE+, Network Esse Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9200-48P-E, C9200-48P-E++, C9200-48P-E=, C9200-48P-E-RF	CON-SNT-C92048PE	No	1	\$1,544.67	\$1,544.67
3	C9200 Network Essentials, 48-port license License - 48 ports - for P/N: C9200-48PB-EDU, C9200-48P-EDU, C9200-48PXG-EDU, C9200-48T-EDU	C9200-NW-E-48	No	1	\$0.00	\$0.00
4	Catalyst 9200 4 x 10G Network Module Expansion module - 10 Gigabit SFP+ x 4 - for Catalyst 9200, 9200L	C9200-NM-4X	No	1	\$964.66	\$964.66
5	1KW AC Config 6 Power Supply - Secondary Power Supply Power supply - hot-plug / redundant (plug-in module) - 1000 Watt - for P/N: C9300LM-48T-4Y-A, C9300LM-48U-4Y-A, C9300LM-48UX-4Y-A, C9300LM-48UX-4Y-E	PWR-C6-1KWAC/2	No	1	\$1,340.97	\$1,340.97
6	North America AC Type A Power Cable Power cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America - for Catalyst 3850-24, 3850-48, 9200, 9300	CAB-TA-NA	No	2	\$0.00	\$0.00
7	C9200 Cisco DNA Essentials, 48-Port Term Licenses Term License - 48 ports - for P/N: C9200-48PB-EDU, C9200-48PL-E, C9200-48PXG-E, C9200-48PXG-E++, C9200-48PXG-EDU	C9200-DNA-E-48	No	1	\$0.00	\$0.00
8	C9200 Cisco DNA Essentials, 48-port - 3 Year Term License Term License (3 years) - 48 ports - for P/N: C9200-48P-E, C9200-48PXG-E, C9200-48T-E, C9200-DNA-E-48=	C9200-DNA-E-48-3Y	No	1	\$631.13	\$631.13
9	Cisco Catalyst 9200 Stack Module Network stacking module - for Catalyst 9200, 9200L	C9200-STACK-KIT	No	1	\$783.45	\$783.45
10	50CM Type 4 Stacking Cable Stacking cable - 1.6 ft - for Catalyst 9200, 9200L	STACK-T4-50CM	No	1	\$0.00	\$0.00
11	Catalyst 9200 Stack Module Network stacking module - for Catalyst 9200	C9200-STACK	No	2	\$0.00	\$0.00
12	Network Plug-n-Play Connect for zero-touch device deployment License - for P/N: AIR-AP1815MEK9C-RF, C1117-4PLTELAWZ-RF, C1131-8PWA, C9300L-24UXG4XA-RF, CG113-4GW6B	NETWORK-PNP-LIC	No	1	\$0.00	\$0.00
13	Catalyst 9200 24-port PoE+, Network Essentials Network Essentials - switch - L3 - smart - 24 x 10/100/1000 (PoE+) - rack-mountable - PoE+	C9200-24P-E	No	1	\$1,558.62	\$1,558.62
14	3Y SNTC-8X5XNBD Catalyst 9200 24-port PoE+, Network Esse Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9200-24P-E, C9200-24P-E++, C9200-24P-E=, C9200-24P-E-RF, C9200-24P-E-WS	CON-SNT-C920024P	No	1	\$736.39	\$736.39
15	C9200 Network Essentials, 24-port license Term License - 24 ports - for P/N: C9200-24PB-EDU, C9200-24P-EDU, C9200-24PXG-EDU, C9200-24T-EDU	C9200-NW-E-24	No	1	\$0.00	\$0.00

16	Catalyst 9200 4 x 10G Network Module Expansion module - 10 Gigabit SFP+ x 4 - for Catalyst 9200, 9200L	C9200-NM-4X	No	1	\$964.66	\$964.66
17	600W AC Config 6 Power Supply - Secondary Power Supply Power supply - hot-plug / redundant (plug-in module) - 600 Watt - for P/N: C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300LM-48T-4Y-E, C9300LM-48U-4Y-A	PWR-C6-600WAC/2	No	1	\$893.98	\$893.98
18	North America AC Type A Power Cable Power cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America - for Catalyst 3850-24, 3850-48, 9200, 9300	CAB-TA-NA	No	2	\$0.00	\$0.00
19	C9200 Cisco DNA Essentials, 24-Port Term Licenses Term License - 24 ports - for P/N: C9200-24PB-EDU, C9200-24PXG-E, C9200-24PXG-E++, C9200-24PXG-EDU, C9200-24T-E-RF	C9200-DNA-E-24	No	1	\$0.00	\$0.00
20	C9200 Cisco DNA Essentials, 24-Port, 3 Year Term License Term License (3 years) - 24 ports - for P/N: C9200-24P-E, C9200-24P-E-WS, C9200-24PXG-E, C9200-24T-E, C9200-DNA-E-24=	C9200-DNA-E-24-3Y	No	1	\$343.81	\$343.81
21	Cisco Catalyst 9200 Stack Module Network stacking module - for Catalyst 9200, 9200L	C9200-STACK-KIT	No	1	\$783.45	\$783.45
22	50CM Type 4 Stacking Cable Stacking cable - 1.6 ft - for Catalyst 9200, 9200L	STACK-T4-50CM	No	1	\$0.00	\$0.00
23	Catalyst 9200 Stack Module Network stacking module - for Catalyst 9200	C9200-STACK	No	2	\$0.00	\$0.00
24	Network Plug-n-Play Connect for zero-touch device deployment License - for P/N: AIR-AP1815MEK9C-RF, C1117-4PLTELAZW-RF, C1131-8PWA, C9300L-24UXG4XA-RF, CG113-4GW6B	NETWORK-PNP-LIC	No	1	\$0.00	\$0.00
25	10GBASE-LR SFP Module, Enterprise-Class SFP+ transceiver module - 10 GigE - 10GBase-LR - LC/PC single-mode - up to 6.2 miles - 1310 nm	SFP-10G-LR-S=	No	2	\$809.94	\$1,619.88
					Subtotal \$15,235.16	

PUBLIC WORKS IDF A

26	Catalyst 9200 48-port PoE+, Network Essentials Essential Edition - switch - smart - 48 x 10/100/1000 (PoE+) - rack-mountable - PoE+ (740 W)	C9200-48P-E	No	1	\$3,069.49	\$3,069.49
27	3Y SNTC-8X5XNBD Catalyst 9200 48-port PoE+, Network Esse Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9200-48P-E, C9200-48P-E++, C9200-48P-E=, C9200-48P-E-RF	CON-SNT-C92048PE	No	1	\$1,544.67	\$1,544.67
28	C9200 Network Essentials, 48-port license License - 48 ports - for P/N: C9200-48PB-EDU, C9200-48P-EDU, C9200-48PXG-EDU, C9200-48T-EDU	C9200-NW-E-48	No	1	\$0.00	\$0.00
29	Catalyst 9200 4 x 10G Network Module Expansion module - 10 Gigabit SFP+ x 4 - for Catalyst 9200, 9200L	C9200-NM-4X	No	1	\$964.66	\$964.66
30	1KW AC Config 6 Power Supply - Secondary Power Supply Power supply - hot-plug / redundant (plug-in module) - 1000 Watt - for P/N: C9300LM-48T-4Y-A, C9300LM-48U-4Y-A, C9300LM-48UX-4Y-A, C9300LM-48UX-4Y-E	PWR-C6-1KWAC/2	No	1	\$1,340.97	\$1,340.97
31	North America AC Type A Power Cable Power cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America - for Catalyst 3850-24, 3850-48, 9200, 9300	CAB-TA-NA	No	2	\$0.00	\$0.00
32	C9200 Cisco DNA Essentials, 48-Port Term Licenses Term License - 48 ports - for P/N: C9200-48PB-EDU, C9200-48PL-E, C9200-48PXG-E, C9200-48PXG-E++, C9200-48PXG-EDU	C9200-DNA-E-48	No	1	\$0.00	\$0.00
33	C9200 Cisco DNA Essentials, 48-port - 3 Year Term License Term License (3 years) - 48 ports - for P/N: C9200-48P-E, C9200-48PXG-E, C9200-48T-E, C9200-DNA-E-48=	C9200-DNA-E-48-3Y	No	1	\$631.13	\$631.13
34	Cisco Catalyst 9200 Stack Module Network stacking module - for Catalyst 9200, 9200L	C9200-STACK-KIT	No	1	\$783.45	\$783.45
35	50CM Type 4 Stacking Cable Stacking cable - 1.6 ft - for Catalyst 9200, 9200L	STACK-T4-50CM	No	1	\$0.00	\$0.00
36	Catalyst 9200 Stack Module Network stacking module - for Catalyst 9200	C9200-STACK	No	2	\$0.00	\$0.00
37	Network Plug-n-Play Connect for zero-touch device deployment License - for P/N: AIR-AP1815MEK9C-RF, C1117-4PLTELAZW-RF, C1131-8PWA, C9300L-24UXG4XA-RF, CG113-4GW6B	NETWORK-PNP-LIC	No	1	\$0.00	\$0.00
38	10GBASE-SR SFP Module, Enterprise-Class SFP+ transceiver module - 10 GigE - 10GBase-SR - LC/PC multi-mode - up to 1310 ft - 850 nm	SFP-10G-SR-S=	No	2	\$283.61	\$567.22
					Subtotal \$8,901.59	

PUBLIC WORKS IDF B

39	Catalyst 9300 48-port PoE+, Network Essentials Network Essentials - switch - L3 - managed - 48 x 10/100/1000 (PoE+) - rack-mountable - PoE+ (437 W)	C9300-48P-E	No	2	\$5,691.54	\$11,383.08
40	3Y SNTC-8X5XNBD Catalyst 9300 48-port PoE+, Network Esse Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-48P-E, C9300-48P-E=, C9300-48P-E-RF	CON-SNT-C93004PE	No	2	\$2,122.55	\$4,245.10
41	C9300 Network Essentials, 48-port license Term License - 48 ports - for P/N: C9300-48H-EDU, C9300-48S-EDU, C9300-48U-EDU-RF, C9300-48UN-EDU, C9300-48UXM-EDU-RF	C9300-NW-E-48	No	2	\$0.00	\$0.00
42	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	SC9300UK9-	No	2	\$0.00	\$0.00

	(v. 17.6) - license - for P/N: C9300X-48HX-A=, C9300X-48HX-E=, C9300X-48TX-A=, C9300X-48TX-E=, C9300X-48TX-EDU				176	
43	Upgrade option 1100W AC 80+ platinum Config 1 Power Supply Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300-24T-A-WS, C9300-48P-10E, C9300LM-24U-4Y-A, C9300X-12Y-1A, C9300X-12Y-1E	PWR-C1-1100WAC-UP	No	2	\$416.45	\$832.90
44	1100W AC 80+ platinum Config 1 Secondary Power Supply Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300LM-48U-4Y-A	PWR-C1-1100WAC-P/2	No	2	\$1,335.27	\$2,670.54
45	North America AC Type A Power Cable Power cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America - for Catalyst 3850-24, 3850-48, 9200, 9300	CAB-TA-NA	No	4	\$0.00	\$0.00
46	No SSD Card Selected Configuration option - for Catalyst 9300	C9300-SSD-NONE	No	2	\$0.00	\$0.00
47	50CM Type 1 Stacking Cable Stacking cable - 1.6 ft - for Catalyst 3850-24, 3850-48	STACK-T1-50CM	No	2	\$70.28	\$140.56
48	Catalyst Stack Power Cable 30 CM Power cable - 1 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48	CAB-SPWR-30CM	No	2	\$66.76	\$133.52
49	C9300 DNA Essentials, 48-Port Term Licenses Term License - 48 ports - for P/N: C9300-48H-E, C9300-48H-EDU, C9300-48UB-E, C9300-48U-EDU-RF, C9300-48U-E-UL	C9300-DNA-E-48	No	2	\$0.00	\$0.00
50	C9300 DNA Essentials, 48-port - 3 Year Term License Term License (3 years) - 48 ports - for P/N: C9300-48H-E, C9300-48UB-E, C9300-48U-E, C9300-48UN-E, C9300-48UXM-E, C9300-DNA-E-48=	C9300-DNA-E-48-3Y	No	2	\$631.25	\$1,262.50
51	Catalyst 9300 8 x 10GE Network Module Expansion module - 10 Gigabit SFP+ x 8 - for Catalyst 9300	C9300-NM-8X	No	2	\$1,437.21	\$2,874.42
52	Network Plug-n-Play Connect for zero-touch device deployment License - for P/N: AIR-AP1815MEK9C-RF, C1117-4PLTELAWZ-RF, C1131-8PWA, C9300L-24UXG4XA-RF, CG113-4GW6B	NETWORK-PNP-LIC	No	2	\$0.00	\$0.00
53	Catalyst 9300 48-port PoE+, Network Essentials Network Essentials - switch - L3 - managed - 48 x 10/100/1000 (PoE+) - rack-mountable - PoE+ (437 W)	C9300-48P-E	No	1	\$5,691.54	\$5,691.54
54	3Y SNTC-8X5XNBD Catalyst 9300 48-port PoE+, Network Esse Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-48P-E, C9300-48P-E=, C9300-48P-E-RF	CON-SNT-C93004PE	No	1	\$2,122.55	\$2,122.55
55	C9300 Network Essentials, 48-port license Term License - 48 ports - for P/N: C9300-48H-EDU, C9300-48S-EDU, C9300-48U-EDU-RF, C9300-48UN-EDU, C9300-48UXM-EDU-RF	C9300-NW-E-48	No	1	\$0.00	\$0.00
56	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL (v. 17.6) - license - for P/N: C9300X-48HX-A=, C9300X-48HX-E=, C9300X-48TX-A=, C9300X-48TX-E=, C9300X-48TX-EDU	SC9300UK9-176	No	1	\$0.00	\$0.00
57	Upgrade option 1100W AC 80+ platinum Config 1 Power Supply Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300-24T-A-WS, C9300-48P-10E, C9300LM-24U-4Y-A, C9300X-12Y-1A, C9300X-12Y-1E	PWR-C1-1100WAC-UP	No	1	\$416.45	\$416.45
58	1100W AC 80+ platinum Config 1 Secondary Power Supply Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300LM-48U-4Y-A	PWR-C1-1100WAC-P/2	No	1	\$1,335.27	\$1,335.27
59	North America AC Type A Power Cable Power cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America - for Catalyst 3850-24, 3850-48, 9200, 9300	CAB-TA-NA	No	2	\$0.00	\$0.00
60	No SSD Card Selected Configuration option - for Catalyst 9300	C9300-SSD-NONE	No	1	\$0.00	\$0.00
61	1M Type 1 Stacking Cable Stacking cable - 3.3 ft - for Catalyst 3850-24, 3850-48	STACK-T1-1M	No	1	\$140.55	\$140.55
62	Catalyst Stack Power Cable 150 CM - Upgrade Power cable - 5 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48	CAB-SPWR-150CM	No	1	\$70.28	\$70.28
63	Cisco Catalyst Type 1 Network Module Blank Blank panel - for P/N: C9300-24S-1A, C9300-24S-1E	NM-BLANK-T1	No	1	\$0.00	\$0.00
64	C9300 DNA Essentials, 48-Port Term Licenses Term License - 48 ports - for P/N: C9300-48H-E, C9300-48H-EDU, C9300-48UB-E, C9300-48U-EDU-RF, C9300-48U-E-UL	C9300-DNA-E-48	No	1	\$0.00	\$0.00
65	C9300 DNA Essentials, 48-port - 3 Year Term License Term License (3 years) - 48 ports - for P/N: C9300-48H-E, C9300-48UB-E, C9300-48U-E, C9300-48UN-E, C9300-48UXM-E, C9300-DNA-E-48=	C9300-DNA-E-48-3Y	No	1	\$631.25	\$631.25
66	No Network Module Selected	C9300-NM-NONE	No	1	\$0.00	\$0.00
67	Network Plug-n-Play Connect for zero-touch device deployment License - for P/N: AIR-AP1815MEK9C-RF, C1117-4PLTELAWZ-RF, C1131-8PWA, C9300L-24UXG4XA-RF, CG113-4GW6B	NETWORK-PNP-LIC	No	1	\$0.00	\$0.00
68	10GBASE-SR SFP Module, Enterprise-Class SFP+ transceiver module - 10 GigE - 10GBase-SR - LC/PC multi-mode - up to 1310 ft - 850 nm	SFP-10G-SR-S=	No	6	\$283.61	\$1,701.66
69	10GBASE-LR SFP Module, Enterprise-Class	SFP-10G-LR-	No	4	\$809.94	\$3,239.76

SFP+ transceiver module - 10 GigE - 10GBase-LR - LC/PC single-mode - up to 6.2 miles - 1310 nm					S=		
					Subtotal \$38,891.93		
PUBLIC WORKS IDF C							
70	Catalyst 9200 48-port PoE+, Network Essentials Essential Edition - switch - smart - 48 x 10/100/1000 (PoE+) - rack-mountable - PoE+ (740 W)	C9200-48P-E	No	2	\$3,069.49	\$6,138.98	
71	3Y SNTC-8X5XNBD Catalyst 9200 48-port PoE+, Network Esse Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9200-48P-E, C9200-48P-E++, C9200-48P-E=, C9200-48P-E-RF	CON-SNT-C92048PE	No	2	\$1,544.67	\$3,089.34	
72	C9200 Network Essentials, 48-port license License - 48 ports - for P/N: C9200-48PB-EDU, C9200-48P-EDU, C9200-48PXG-EDU, C9200-48T-EDU	C9200-NW-E-48	No	2	\$0.00	\$0.00	
73	Catalyst 9200 4 x 10G Network Module Expansion module - 10 Gigabit SFP+ x 4 - for Catalyst 9200, 9200L	C9200-NM-4X	No	2	\$964.66	\$1,929.32	
74	1KW AC Config 6 Power Supply - Secondary Power Supply Power supply - hot-plug / redundant (plug-in module) - 1000 Watt - for P/N: C9300LM-48T-4Y-A, C9300LM-48U-4Y-A, C9300LM-48UX-4Y-A, C9300LM-48UX-4Y-E	PWR-C6-1KWAC/2	No	2	\$1,340.97	\$2,681.94	
75	North America AC Type A Power Cable Power cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America - for Catalyst 3850-24, 3850-48, 9200, 9300	CAB-TA-NA	No	4	\$0.00	\$0.00	
76	C9200 Cisco DNA Essentials, 48-Port Term Licenses Term License - 48 ports - for P/N: C9200-48PB-EDU, C9200-48PL-E, C9200-48PXG-E, C9200-48PXG-E++, C9200-48PXG-EDU	C9200-DNA-E-48	No	2	\$0.00	\$0.00	
77	C9200 Cisco DNA Essentials, 48-port - 3 Year Term License Term License (3 years) - 48 ports - for P/N: C9200-48P-E, C9200-48PXG-E, C9200-48T-E, C9200-DNA-E-48=	C9200-DNA-E-48-3Y	No	2	\$631.13	\$1,262.26	
78	Cisco Catalyst 9200 Stack Module Network stacking module - for Catalyst 9200, 9200L	C9200-STACK-KIT	No	2	\$783.45	\$1,566.90	
79	50CM Type 4 Stacking Cable Stacking cable - 1.6 ft - for Catalyst 9200, 9200L	STACK-T4-50CM	No	2	\$0.00	\$0.00	
80	Catalyst 9200 Stack Module Network stacking module - for Catalyst 9200	C9200-STACK	No	4	\$0.00	\$0.00	
81	Network Plug-n-Play Connect for zero-touch device deployment License - for P/N: AIR-AP1815MEK9C-RF, C1117-4PLTELAWZ-RF, C1131-8PWA, C9300L-24UXG4XA-RF, CG113-4GW6B	NETWORK-PNP-LIC	No	2	\$0.00	\$0.00	
82	10GBASE-SR SFP Module, Enterprise-Class SFP+ transceiver module - 10 GigE - 10GBase-SR - LC/PC multi-mode - up to 1310 ft - 850 nm	SFP-10G-SR-S=	No	2	\$283.61	\$567.22	
					Subtotal \$17,235.96		
PUBLIC WORKS IDF F							
83	Catalyst 9200 48-port PoE+, Network Essentials Essential Edition - switch - smart - 48 x 10/100/1000 (PoE+) - rack-mountable - PoE+ (740 W)	C9200-48P-E	No	2	\$3,069.49	\$6,138.98	
84	3Y SNTC-8X5XNBD Catalyst 9200 48-port PoE+, Network Esse Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9200-48P-E, C9200-48P-E++, C9200-48P-E=, C9200-48P-E-RF	CON-SNT-C92048PE	No	2	\$1,544.67	\$3,089.34	
85	C9200 Network Essentials, 48-port license License - 48 ports - for P/N: C9200-48PB-EDU, C9200-48P-EDU, C9200-48PXG-EDU, C9200-48T-EDU	C9200-NW-E-48	No	2	\$0.00	\$0.00	
86	Catalyst 9200 4 x 10G Network Module Expansion module - 10 Gigabit SFP+ x 4 - for Catalyst 9200, 9200L	C9200-NM-4X	No	2	\$964.66	\$1,929.32	
87	1KW AC Config 6 Power Supply - Secondary Power Supply Power supply - hot-plug / redundant (plug-in module) - 1000 Watt - for P/N: C9300LM-48T-4Y-A, C9300LM-48U-4Y-A, C9300LM-48UX-4Y-A, C9300LM-48UX-4Y-E	PWR-C6-1KWAC/2	No	2	\$1,340.97	\$2,681.94	
88	North America AC Type A Power Cable Power cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America - for Catalyst 3850-24, 3850-48, 9200, 9300	CAB-TA-NA	No	4	\$0.00	\$0.00	
89	C9200 Cisco DNA Essentials, 48-Port Term Licenses Term License - 48 ports - for P/N: C9200-48PB-EDU, C9200-48PL-E, C9200-48PXG-E, C9200-48PXG-E++, C9200-48PXG-EDU	C9200-DNA-E-48	No	2	\$0.00	\$0.00	
90	C9200 Cisco DNA Essentials, 48-port - 3 Year Term License Term License (3 years) - 48 ports - for P/N: C9200-48P-E, C9200-48PXG-E, C9200-48T-E, C9200-DNA-E-48=	C9200-DNA-E-48-3Y	No	2	\$631.13	\$1,262.26	
91	Cisco Catalyst 9200 Stack Module Network stacking module - for Catalyst 9200, 9200L	C9200-STACK-KIT	No	2	\$783.45	\$1,566.90	
92	50CM Type 4 Stacking Cable Stacking cable - 1.6 ft - for Catalyst 9200, 9200L	STACK-T4-50CM	No	2	\$0.00	\$0.00	
93	Catalyst 9200 Stack Module Network stacking module - for Catalyst 9200	C9200-STACK	No	4	\$0.00	\$0.00	
94	Network Plug-n-Play Connect for zero-touch device deployment License - for P/N: AIR-AP1815MEK9C-RF, C1117-4PLTELAWZ-RF, C1131-8PWA, C9300L-24UXG4XA-RF, CG113-4GW6B	NETWORK-PNP-LIC	No	2	\$0.00	\$0.00	
95	Catalyst 9200 48-port PoE+, Network Essentials Essential Edition - switch - smart - 48 x 10/100/1000 (PoE+) - rack-mountable - PoE+ (740 W)	C9200-48P-E	No	1	\$3,069.49	\$3,069.49	
96	3Y SNTC-8X5XNBD Catalyst 9200 48-port PoE+, Network Esse	CON-SNT-	No	1	\$1,544.67	\$1,544.67	

	Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9200-48P-E, C9200-48P-E++, C9200-48P-E=, C9200-48P-E-RF	C92048PE				
97	C9200 Network Essentials, 48-port license License - 48 ports - for P/N: C9200-48PB-EDU, C9200-48P-EDU, C9200-48PXG-EDU, C9200-48T-EDU	C9200-NW-E-48	No	1	\$0.00	\$0.00
98	No Network Module Selected	C9200-NM-NONE	No	1	\$0.00	\$0.00
99	1KW AC Config 6 Power Supply - Secondary Power Supply Power supply - hot-plug / redundant (plug-in module) - 1000 Watt - for P/N: C9300LM-48T-4Y-A, C9300LM-48U-4Y-A, C9300LM-48UX-4Y-A, C9300LM-48UX-4Y-E	PWR-C6-1KWAC/2	No	1	\$1,340.97	\$1,340.97
100	North America AC Type A Power Cable Power cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America - for Catalyst 3850-24, 3850-48, 9200, 9300	CAB-TA-NA	No	2	\$0.00	\$0.00
101	C9200 Cisco DNA Essentials, 48-Port Term Licenses Term License - 48 ports - for P/N: C9200-48PB-EDU, C9200-48PL-E, C9200-48PXG-E, C9200-48PXG-E++, C9200-48PXG-EDU	C9200-DNA-E-48	No	1	\$0.00	\$0.00
102	C9200 Cisco DNA Essentials, 48-port - 3 Year Term License Term License (3 years) - 48 ports - for P/N: C9200-48P-E, C9200-48PXG-E, C9200-48T-E, C9200-DNA-E-48=	C9200-DNA-E-48-3Y	No	1	\$631.13	\$631.13
103	Cisco Catalyst 9200 Stack Module Network stacking module - for Catalyst 9200, 9200L	C9200-STACK-KIT	No	1	\$783.45	\$783.45
104	1M Type 4 Stacking Cable Stacking cable - 3.3 ft - for Catalyst 9200, 9200L	STACK-T4-1M	No	1	\$141.94	\$141.94
105	Catalyst 9200 Stack Module Network stacking module - for Catalyst 9200	C9200-STACK	No	2	\$0.00	\$0.00
106	Network Plug-n-Play Connect for zero-touch device deployment License - for P/N: AIR-AP1815MEK9C-RF, C1117-4PLTELAWZ-RF, C1131-8PWA, C9300L-24UXG4XA-RF, CG113-4GW6B	NETWORK-PNP-LIC	No	1	\$0.00	\$0.00
107	10GBASE-SR SFP Module, Enterprise-Class SFP+ transceiver module - 10 GigE - 10GBase-SR - LC/PC multi-mode - up to 1310 ft - 850 nm	SFP-10G-SR-S=	No	2	\$283.61	\$567.22
					Subtotal \$24,747.61	
Cables						
108	2M LC/SCAPC DUPLEX SINGLEMODE	12D1-6-02	No	1	\$13.44	\$13.44
109	3M LC/SCAPC DUPLEX SINGLEMODE	12D1-6-03	No	6	\$14.17	\$85.02
110	5M LC/SCAPC DUPLEX SINGLEMODE	12D1-6-05	No	12	\$15.61	\$187.32
					Subtotal \$285.78	

United Data Technologies's (UDT) quotation sale, and/or acceptance of Client's purchase order for UDT's Products and/or Services is expressly conditioned upon Client's acknowledgment and acceptance to UDT's Terms and Conditions and, if applicable, any End User Licensing Agreement. Customer's acceptance of UDT's Products and/or Services is also deemed by the Parties to be Customer's acknowledgment and acceptance of such terms.

Subtotal:	\$105,298.03
Tax (9.7500%):	\$0.00
Shipping:	\$0.00
Misc:	\$0.00
Total:	\$105,298.03

Notwithstanding the foregoing, these Terms and Conditions shall be superseded by the terms and conditions in any Services Agreement executed between Client and UDT for the Products and Services offered in this Quote.

The client may accept to purchase the Products listed in this Quote by Client's Purchase Order or by signing and returning a copy of this Quote to UDT. The client's acceptance of any of UDT's services requires a written Service Agreement to be executed between the Client and UDT.

CLIENT HEREBY ACCEPTS TO PURCHASE THE PRODUCTS LISTED IN THIS QUOTE AND AGREES TO BE BOUND TO THE TERMS AND CONDITIONS INCLUDED HEREIN.

Client

Name: _____

Title: _____

Signature: _____

Date: _____



Statement of Work



UDT PS - FIRE STATION 41 AND NEW PUBLIC WORKS

PREPARED FOR: CITY OF LAVERGNE

This Statement of Work ("SOW"), effective as of 9/8/2023, by and between **United Data Technologies, Inc. ("UDT")** with its registered office address at 2900 Monarch Lakes Blvd, Ste. 300, Miramar, FL 33027 and **CITY OF LAVERGNE ("Client")** with its registered office address at 5093 Murfreesboro Road La Vergne, TN 37086 United States (each a "Party" and together the "Parties").

The UDT Services being provided under this SOW will be performed pursuant and subject to the Terms and Conditions of GSA IT Schedule 70, Contract #GS-35F-538-GA under Participating Dealer Agreement ("PDA"). UDT is an authorized dealer under the aforementioned GSA Schedule.

WORKING WITH UDT

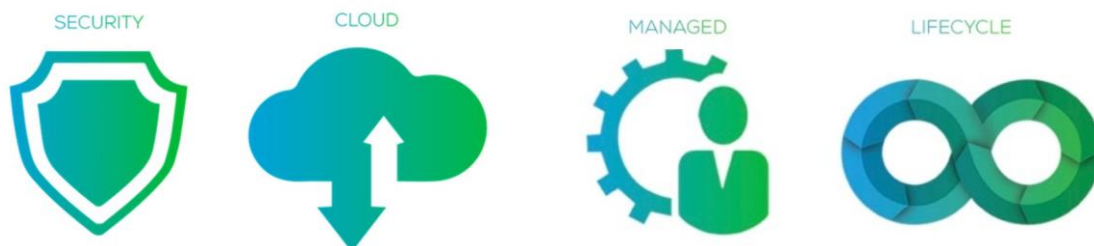
OBJECTIVE

- To document the responsibilities of all parties taking part in the Agreement.
- To define the services to be delivered by UDT and the level of service that can be expected by the Client.
- To ensure that UDT achieves a high quality of service for end users with the full support of the Client.
- To define the commencement of the Agreement, its initial term, and the provision for renewals.

WORKING WITH UDT

UDT is a privately-owned minority business headquartered in Miramar, Florida, with thirteen locations across five states. We focus on delivering advanced technical solutions to small, mid-market, and enterprise Clients. UDT is recognized as an industry-leader in the technology solutions arena.

Founded in 1995, UDT quickly established its reputation as the technological resource of choice for its clients. Our organization subscribes to a Total Solutions Approach that includes traditional Consulting, Design, and Engineering Services; as well as a unique approach to Managing Infrastructure, Security, Cloud, and Device Lifecycles for our Clients.



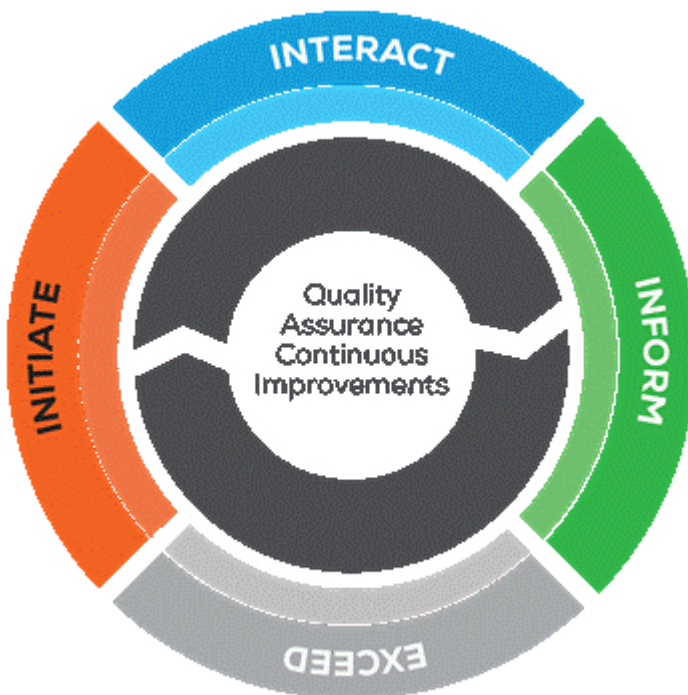
PROJECT MANAGEMENT

UDT follows our proven “i3e project management framework” and focuses efforts on providing an exceptional customer experience.

UDT capabilities run the full gamut, from providing on-demand and remote project management for lighter touch projects; to on-site, full-time project managers for complete lifecycle management. Our project management professionals leverage years of experience and knowhow to bring successful outcomes to our customers.



AGILE FRAMEWORK



AGILE FRAMEWORK

UDT helps customers address complex adaptive problems, achieve high productivity, and ensure quality results using the SCRUM approach.

- SCRUM Kick-Offs
- Sprint Planning
- Managing Product Backlog
- Sprint Backlog
- Daily Stand-Ups / Increments
- Sprint Review
- Sprint Retrospective

CERTIFICATION

UDT staffs in-house Project Coordinators, Project Managers, SCRUM Masters and SCRUM Product Owners - specializing in:

- Infrastructure
- Cloud
- Risk Management
- Advanced Application Development

The team holds the following industry certifications:

- Project Management Professional (PMP)
- Certified Scrum Master (CSM)
- Certified Scrum Product Owner (CSPO)
- ITIL v3
- Six Sigma Green Belt (SSGB)
- Project +



PROJECT OVERVIEW

The City of LaVergne IT has requested UDT Professional Services to assist with the following tasks:

Design and Deploy Layer 3 Connectivity to the Datacenter from Fire Station 41 and the New Public Works building. Local IDF's will collapse into the MDF via Layer 2 and with dual 10G links configured in a Port-Channel to provide redundancy and additional throughput capabilities between IDF's and City Core infrastructure.

PROJECT LOCATIONS

Location	Address
Various City Locations	City of LaVergne

PROJECT CONTACTS

	Client Sponsor	UDT Account Manager
Name	Glenn Green	Jimmy Craighead
Title	System Administrator	Sr. Account Executive
Email	ggreen1@lavergnen.gov	jcraighead@udtonline.com
Address	5093 Murfreesboro Road 5093 Murfreesboro Road La Vergne, TN 37086 USA	2900 Monarch Lakes Blvd. #300 Miramar, FL 33027
Phone	(615) 287-8627	615-300-3896

PROJECT PHASES

This project will consist of the following phases:

KICKOFF

In order to introduce the appropriate stakeholders from LaVergne and **UDT**, a project kickoff meeting will be held. The purpose of the kickoff meeting is to formally notify all team members, clients, and stakeholders that the project has begun and make sure everyone has a common understanding of the project goals. The content of this SOW will be reviewed to ensure that there is a clear understanding between **UDT** and LaVergne as it relates to roles and responsibilities for this project.

UDT Responsibilities:

- Create Project Portal in Connectwise.
- Understand Project Prerequisites & Risks.
- Conduct project Kickoff meeting with the LaVergne project team.
- Clearly Review Defined Roles, Responsibilities, Prerequisites, Risks, and PM Tools.
- Establish Communication Plan.
- Communicate High Level Timeline.

LaVergne Responsibilities:

- Participate in the project kickoff meeting.
- Provide relevant diagrams and documentation on existing Architecture.

Required Resources:

- **UDT** Project Manager.
- **UDT** Lead Engineer.
- LaVergne Project Sponsor.
- LaVergne Project Lead.
- Other LaVergne Technical Representative(s).

Deliverables:

- Project Plan and Timeline

IMPLEMENTATION

During the Implementation phase, **UDT** will move the solution into production. Cutover windows will be scheduled by LaVergne and **UDT** will provide post-cutover support after each maintenance window to troubleshoot any anomalies. At the end of each window, **UDT** will perform a series of system functionality tests as identified in the Post-cutover Test Plan to determine success. If these system functionality tests fail and cannot be resolved before the maintenance window expires, **UDT** will rollback changes to the last known good state.

UDT Responsibilities:

- Conduct pre-cutover walkthrough with implementation team.
- Conduct post-cutover testing using Post-Cutover Test Plan.

LaVergne Responsibilities:

- Handle all internal change control processes and approvals.
- Schedule Cutover windows in a timely manner.
- Sign off on a successful test scenario(s).

Required Resources:

- **UDT** lead engineer.
- Other **UDT** resources required to accommodate deployment schedule.
- LaVergne project lead.
- LaVergne technical representative(s).

Deliverables:

- Post cutover test results (to be signed by LaVergne).

CLOSEOUT

Once all project phases have been completed, the **UDT** project manager will pull together the appropriate resources from LaVergne and **UDT** to conduct a closeout meeting. The purpose of this meeting is to review the project with LaVergne. In addition, this will provide LaVergne the opportunity to raise any open issues that need to be addressed either as part of this SOW, a change order, or as a new SOW.

UDT Responsibilities:

- Conduct Project Closeout meeting.
- Address Any Outstanding Issues/Tasks.
- Conduct Lessons Learned Workshop.
- Obtain Client Acceptance.
- Distribute Customer Satisfaction Survey.
- Close Project Portal and Archive Documents.

LaVergne Responsibilities:

- Attend Lessons Learned Workshop.
- Attend Closeout Meeting.
- Provide Feedback.

Required Resources:

- **UDT** Project Manager.
- **UDT** Lead Engineer.
- LaVergne Project Sponsor.
- LaVergne Project Lead.
- Other the LaVergne Technical Representative(s).

Deliverables:

- Last milestone sign-off sheet.

CLIENT RESPONSIBILITIES

- Participate in the project kickoff meeting.
- Provide relevant diagrams and documentation on existing Architecture.
- Sign off on the Design Document and device configurations.
- Participate in project runbook and rollout schedule review.
- Provide secure staging area for **UDT** to un-box, pre-configure and test equipment.
- Provide Asset Tags if required.
- Document Asset Tag assignment in appropriate database.
- Identify change windows for deployment.
- Handle all internal change control processes and approvals.
- Sign off on a successful test scenario(s).
- Provide office area for on-site engineer to work.
- Attend knowledge transfer and lessons learned meetings.
- Attend Closeout Meeting.
- Provide Feedback.

OUT OF SCOPE

UDT is responsible only for performing the Services described in this SOW. Services outside the scope of this SOS include but are not limited to:

- Additional required tasks discovered after the execution of this SOW that are not mentioned in this SOS will require a change order.
- Defective equipment provided by Client utilized for this solution that require **UDT** additional hours of troubleshooting will require a change order.
- Troubleshooting issues due to Client's configuration changes after milestone signoff will require a change order.

GENERAL ASSUMPTIONS

UDT made the assumptions that follow in the preparation of the cost, resource estimates and schedule reflected in this SOW. Any changes to the assumptions may result in changes to **UDT** pricing and/or Project schedule.

- **UDT** will be provided all required physical access to the Clients' facilities (identification badge, escort, parking decal, etc.) as required by the Client's policies.
- Some of the Services provided may be performed during the night shift and weekends. Client will provide the required access to systems and resources.
- Client is responsible for all transport of equipment from receiving area(s) to the data center(s) and/or equipment rooms where it will be installed.
- Client is responsible for the condition and readiness of the electrical power distribution plant and the correction of any anomalies and/or deficiencies.

- Client is responsible for providing all patch cables (copper and fiber optic) unless specifically indicated in the bill of materials.
- Client is responsible for providing adequate rack space, power, environmental controls, data wiring, engineering/staging workspace and any other access required for completion of this project.
- Some activities on this project may be performed on **UDT's** premises.
- **UDT** may engage subcontractors and third parties in performing a portion of this work.
- **UDT** will not make changes to the configuration of any network equipment after it has been installed and tested.
- Client's technical resources will be made available to the **UDT** project team for planning purposes and to answer questions about the existing environment.
- Client's staff resources will participate in the acceptance and ready for use (RFU) testing associated with this solution and sign off on those tests upon successful completion.
- Client will provide **UDT** admin access on appropriate devices for the success of this project.

PROJECT DELAYS

Any delays caused by site non-readiness that could require return visits and additional time are subject to billing. Examples:

- Power Issues.
- Cabling Delays.
- Personnel Availability.
- Delays in Receiving Required Client Provided Documentation.

PROJECT SCHEDULE

Below is the Project Schedule and high-level timeline.

Milestone	Timeline
Kickoff	1 Day
Closeout	1 Day

The above Project Schedule is dependent upon LaVergne carrying out the responsibilities defined in this SOW. Delays to the Project Schedule may require a Change Order.

CHANGE REQUEST PROCESS

If the Parties wish to change or modify an existing Statement of Work, they shall execute a written statement that references the specific Statement of Work by date, purchase order number, or other identifier, and describes the requested changes using the form set forth in Exhibit A (a "Change Order"). No changes to a SOW shall become effective until both Parties have mutually agreed upon and executed the Change Order Form. When charges are necessary to analyze a change, **UDT** will provide a written estimate and begin the analysis on written authorization from Client. The terms of a mutually agreed upon Change Request will prevail over those of this SOW or any previous Change Request Form.

BILLING SCHEDULE AND PAYMENT TERMS

Pricing is effective for the 60 days following 9/8/2023

FIXED PRICE SERVICES

These services will be delivered on a fixed price basis regardless of the actual number of engineers or hours reasonably required to complete the work.

Milestone Name	Price
Fire Station and New PW Building	\$7,602.78
Total	\$7,602.78

GSA Labor Category- 5415S – IT Professional Services: Technical Project Manager \$225.63

GSA Labor Category-5415S – IT Professional Services: Solutions Architect \$208.30

SIGNATURES

This SOW may be executed by the Parties in counterparts which together shall constitute one and the same SOW among the Parties. A facsimile and/or electronic signature shall constitute an original signature for all intent and purposes.

THE PARTIES HERETO HAVE CAUSED THIS SOW TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE DATE HEREOF.

By signing below, each party acknowledges that it has read and understood the terms of this SOW and agrees to be bound by these terms.

CITY OF LAVERGNE	UNITED DATA TECHNOLOGIES, INC.
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 7, 2023

Item Title: Sole Source Purchase - Personal Protective Equipment (Turnout Gear) for the Fire Department.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Quote

Summary:

This purchase is included in the 2023-24 operating budget for personal protective equipment.

Background Information:

This purchase is part of an annual systematic replacement of firefighting protective gear. Firefighting coats and pants are included in this quote.

Financial Summary:

The cost of the PPE is \$30,310.00.

Staff Recommendation:

Staff recommends approval.



Safe Industries

Safe Industries
5031 Highway 153
Easley SC 29642
United States
(864) 845-7175

Quote

Date	Quote #
10/24/2023	EST23681

Bill To

City of LaVergne Fire Department (TN)
283 Old Nashville Hwy
La Vergne TN 37086
United States

Ship To

City of LaVergne Fire Department (TN)
468 Stone River Rd
La Vergne TN 37086
United States

Expires		Sales Rep		Terms	Shipping Method	
11/23/2023				Net 30	Drop Ship	
Quantity	Units	Item	Description	Comments	Price	Extended
9	Ea	Globe Jacket	Globe Gxcel Jacket Agility Black Gold, Caldura Elite /w Nomex Nano, Crosstech Black		1,875.00	16,875.00
9	Ea	Globe Pants	Globe Pant System Agility Black Gold, Caldura Elite /w Nomex Nano, Crosstech Black		1,475.00	13,275.00
2	Ea	Globe Name Panel	Globe - Name Panel		80.00	160.00
1		Freight	Due to continued disruptions in the global supply chain, fuel surcharges, and fluctuating freight/shipping charges, we will no longer be able to estimate nor include any shipping charges on a quote. Shipping charges will be finalized on the Invoice. As always, we will continue to provide the best product pricing as possible but this volatile market has necessitated a change in our day to day operations. We hope you understand and continue to put your trust in Safe Industries.		0.00	0.00
HGAC EE08-19				Subtotal		30,310.00
				Shipping Cost (Drop Ship)		0.00
				Total		\$30,310.00

Please note quoted prices are subject to change after expiration date. Quoted prices expire 30 days from issue date.

Please be advised that if paying by credit card, a 3% credit card processing fee will be added to the invoice subtotal.



EST23681



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 7, 2023

Item Title: Repair Driveway and Ramp at Fire Station #42.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Quote

Summary:

This is an item to approve the repairs to the rear driveway and ramp at Fire Station #42.

Background Information:

The rear driveway and ramp at Fire Station #42 has been needing repairs. In the Fiscal Year 2023-2024 General Fund Budget, a total of \$30,000 was approved for this project. The quote from our approved concrete vendor, JR Construction, is more than the amount budgeted, so a budget amendment was submitted and approved on first reading at the last meeting. The second reading is on this meeting's agenda for approval. If that ordinance is approved, the funding will be in place so that the work can be approved and moved forward.

Financial Summary:

The cost of the repairs is \$37,000. In the FY 2023-2024 budget, \$30,000 was allocated. A budget amendment for the remaining \$7,000 is on the agenda for final approval.

Staff Recommendation:

Staff recommends approval.



CONSTRUCTION
TENNESSEE, INC.
CONCRETE SINCE 1981

4951 Drakes Branch Rd. Nashville, TN 37218

PROPOSAL

DATE: July 17, 2023

TO:

NAME: Doug Oakley

ADDRESS: 5093 Murfreesboro Rd.

CITY, STATE ZIP: La Vergne, TN 37086

PHONE NO: 615- 892-0122

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

****** Fire Hall #2 ******

Demo and Replace entrance way ramp

Demo and Replace Concrete Driveway

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the above stated sum: Dollars **\$ 37,000.00**

Payment will be as follows: **UPON COMPLETION**

Respectfully submitted **JR Construction Tennessee Inc.** Per **Telly Robertson**

Note: This proposal may be withdrawn by us if not accepted within **10** days.

Any alterations or deviations from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized, to do the work as specified. Payments will be made as outlined above.

DATE _____

SIGNATURE _____

SIGNATURE _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 7, 2023

Item Title: Approve Change Order #3 with Romach, Inc. for La Vergne Fire Station #41.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Change Order #3

Summary:

This is an item to approve Change Order #3 for the construction of the new Fire Station #41.

Background Information:

There are three items being requested in this change order. They are as follows:

ITEM 1: Additional 6" fire line from sprinkler riser area to main water connection on site. City departments added this after further consideration of this connection. See the attached backup documentation from Romach and Harness that is attached.

DEDUCT FROM CONTINGENCY: \$21,260.88

ITEM 2: This item covers two revisions that occurred during the same time. The first is revisions to the Storm Shelter area based on review comments from third-party reviewers. These items are addressed under lines 1, 2, and 4 of the attached Romach Cost Itemization form. The second item covered is the inclusion of casework components that were not shown in the casework elevations in the drawings but are needed by the fire department. This is shown on line item 3 on the attached cost itemization form. The project had a built-in allowance for some of these changes.

DEDUCT FROM CONTINGENCY: \$1,502.24

ITEM 3: This cost is directly attributable to how NES has decided to supply power service to the facility. Now that NES has finalized their design, the electrical subcontractor was able to price the materials and labor to install the connection from the main point of service to the transformer area per NES design. All electrical work from the transformer location to the building was included in the base bid. There was a \$20,000.00 add to construction that was included. See attached Cost Itemization. **DEDUCT FROM CONTINGENCY: \$61,568.96**

Financial Summary:

The combined deductions from contingency total \$84,332.08. This does not change the total amount of the contract. This will reduce the amount of contingency that remains after these changes are approved.

Staff Recommendation:

Staff recommends approval.



Johnson + Bailey Architects P.C.

City Center
100 East Vine St., Suite 700
Murfreesboro, TN 37130
(615) 890-4560 • Fax (615) 890-4564

CHANGE ORDER NO. 3

PROJECT: Station No: 41
La Vergne Fire Rescue Department
The City of La Vergne

CHANGE ORDER NO: 3

DATE: September 21, 2020

CONTRACTOR: Romach, Inc.
Nathan Morgan, Vice President
170 Reynolds Road
Franklin, TN 37064

ARCHITECT'S PROJECT NO: 1805

CONTRACT FOR: New Fire Station

CONTRACT DATED: October 13, 2022

You are hereby directed to make the following changes in this Contract

ITEM 1: Additional 6" fire line from sprinkler riser area to main water connection on site. This was added by City departments after further consideration of this connection. See attached backup documentation from Romach and Harness attached.

DEDUCT FROM CONTINGENCY.....\$21,260.88

ITEM 2: This item covers two revisions that occurred during the same time. The first is revisions to the Storm Shelter area based on review comments from third party reviewer. These items are addressed under lines 1, 2, and 4 of the attached Romach Cost Itemization form. The second item covered is the inclusion of casework components that were not shown in the casework elevations in the drawings but are needed by the fire department. This is shown on line item 3 on the attached cost itemization form. The project had a built in allowance for some of these changes.

DEDUCT FROM CONTINGENCY.....\$1,502.24

ITEM 3: This cost is directly attributable to how NES has decided to supply power service to the facility. Because of how NES operates a contractor had to be selected and on board before they would design the power supply connection. The Contractor has been attempting to get this cost breakdown and design from NES since the beginning of the project. Now that NES has finalized their design the electrical sub-contractor was able to price the materials and labor to install the connection from the main point of service to the transformer area per NES design. All electrical work from the transformer location to the building was included in the base bid. There was a \$20,000.00 aid to construction that was included See attached Cost Itemization

DEDUCT FROM CONTINGENCY.....\$61,568.96

TOTAL DEDUCT FROM CONTINGENCY.....\$84,332.08

SEE ATTACHMENTS

CONTINUED ON FOLLOWING PAGE

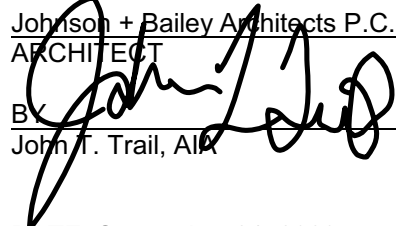
La Vergne Fire Rescue Department
Station No: 41
Change Order No: 3
September 21, 2023
Page 2 of 2

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	\$11,512,100.00
Net change by previously authorized Change Orders	- \$107,416.28
The Owner Contingency Included in Contract Sum.	\$981,818.00
Amount Deducted from Contingency to Date.	\$109,905.00
Owner Contingency Requested this Change Order	\$84,332.08
Remaining Owner Contingency after this Change Order	\$787,580.92
The Contract Sum prior to this Change Order was	\$11,404,683.72
The Contract Sum will be unchanged by this Change Order	\$0.00
The new Contract Sum including this Change Order will be.	\$11,404,683.72
The Contract Time will be modified by	Zero (0)Days
The Date of Substantial Completion as of the date of this Change Order therefore is	May 11, 2024

Johnson + Bailey Architects P.C.
ARCHITECT

BY 
John F. Trail, AIA

DATE: September 21, 2023

Romach, Inc.
CONTRACTOR

BY
Nathan Morgan, Vice President

DATE:

The City of La Vergne
OWNER

BY
Jason Cole, Mayor

DATE:

ATTACHMENTS:

1. Romach Cost Itemization dated June 2, 2023. With Harness backup letter and information dated May 31, 2023. Six pages.
2. Romach Cost Itemization dated August 11, 2023. With backup information from Woods Mechanical, Dobro Steel Company, and Steve Ward Associates. Four Pages.
3. Romach Cost Itemization dated August 14, 2023. With backup information from Nashville Electric Service and Van De Voorde Services. Seven Pages.

Romach, Inc. Cost Itemization Form

Materials, Equipment, and Labor itemized below will be provided by: Romach, Inc.		Page Number:	1 OF 1
Job Name:	La Vergne Fire Station #41	Date Itemized:	02-Jun-23
Description:	Civil Addendum 4 Utility Revisions - FDC Relocation	Proposal Number:	

[illegible]

Material subtotal \$0.00			Labor Subtotal \$0.00		
Sales Tax 9.25% \$0.00			30.00% Labor Burden \$0.00		
Material Costs Including Sales Tax Subtotal \$0.00		Equipment Subtotal \$0.00	Labor Costs Including Mark-Up \$0.00		Subcontract Costs \$19,851.43
Material Costs Including Sales Tax Subtotal from \$0.00		Equipment Subtotal from Page \$0.00	Labor Costs Including Mark-Up from Page \$0.00		Subcontract Costs from Page \$0.00
Material Costs Including Sales Tax Subtotal \$0.00		Equipment Subtotal \$0.00	Labor Costs Including Mark-Up Subtotal \$0.00		Subcontract Costs Subtotal \$19,851.43

		Material	\$0.00
		Equipment	\$0.00
		Labor	\$0.00
		M+E+L -- Subtotal	\$0.00
		10% Overhead	\$0.00
		(M+E+L)*10 % OH -- Subtotal	\$0.00
		Subcontract Costs	\$19,851.43
		((M+E+L)*10% OH) + Subcontract Costs -- Subtotal	\$19,851.43
		5% PROFIT	\$992.57
		(((M+E+L)*10% OH)*5% Profit) -- Total	\$20,844.00
		Bond	2% \$416.88
		Total Cost	\$21,260.88



5/31/2023

Project Name: La Vergne Firestation (No. 41 and TVA)**Location: Lavergne****Change Order Request**

Below is a summary of additional work that has been requested in addition to our contracted scope.

Pay Item	Description	Quantity	Unit	Price	Extension
REV4					
9008	REV4 Changes	1.000	L.S.	19,851.43	19,851.43
	Note: Includes: - 1 Additional Fire line run in - Relocated FDC & 110 LF of 6" PVC - Remove existing water meter, cut and cap.				
				Sub-Total: REV4	19,851.43
				QUOTE TOTAL:	19,851.43

Approval of this change order is approval of both cost and time. If you have any questions, concerns or need additional information please don't hesitate to contact me.

Respectfully Yours,

Nick Bell
 Project Manager
 (931) 982-2698
nick.bell@selectharness.com



CHANGE ORDER REQUEST PRICING BREAKDOWN FORM

Job No.: 22094

Subcontractor: Harness, LLC

CO No.: CO9008

Project: La Vergne Fire Station
La Vergne

Subcontractor Trade: Excavation / Site Utilities

Date: 6/9/2023

Change Description: Includes:

1 Additional Fire line run in, Relocated FDC & 110 LF of 6" PVC, Remove existing water meter, cut and cap.

SUBCONTRACTOR DIRECT COSTS

Scope Description				Direct Labor				Direct Material		Direct Equipment	
Item No.	Description	Quantity	Qty Units	Direct Labor Hours Per Unit	Total Direct Labor Labor Hours	Hourly Wage Rate, Excl. Taxes & Ins.	Total Labor Cost	Material Cost Per Unit	Total Material Cost	Other Cost Per Unit	Total Other Cost
A	B	C	D	E	F = C x E	G	H = F x G	I	J = C x I	K	L = C x K
1.01	Labor	80.00	hrs	1.00	80.00	\$48.49	\$3,878.88		\$0.00		\$0.00
1.02	Materials (Run in)	1.00	ls		0.00		\$0.00	\$2,044.59	\$2,044.59		\$0.00
1.03	Materials (FDC PVC)	1.00	ls		0.00		\$0.00	\$2,359.03	\$2,359.03		\$0.00
1.04	Materials (FDC PVC bedding stone)	1.00	ls		0.00		\$0.00	\$2,438.33	\$2,438.33		\$0.00
1.05	Equipment	51.60	hrs		0.00		\$0.00		\$0.00	\$78.73	\$4,062.32
1.06					0.00		\$0.00		\$0.00		\$0.00
1.07					0.00		\$0.00		\$0.00		\$0.00
1.08					0.00		\$0.00		\$0.00		\$0.00
1.09					0.00		\$0.00		\$0.00		\$0.00
1.10					0.00		\$0.00		\$0.00		\$0.00

1.11	Subtotal (S/T) Direct Costs:		Subtotal Labor	\$3,878.88	Subtotal Material	\$6,841.95	Subtotal Equip.	\$4,062.32
1.12	Taxes/Burden:	36.50%	% of Item 1.11H	\$1,415.79	Sales Tax 9.75%	\$667.09	Dep. 9.75%	\$396.08
1.13	Total Direct Costs		Total Labor	\$5,294.67	Total Material	\$7,509.04	Total Equip.	\$4,458.40

SUB-SUBCONTRACT COSTS		
Item No.	Sub-Subcontractor Name	Total Cost
A	B	C
2.01		
2.02		
2.03		
2.04		
2.05	Subtotal 2.01+2.02+2.03+2.04	\$0.00
2.06	Overhead and Profit 5% x Item 2.05	\$0.00
2.07	Total Sub-Subcontract Costs	\$0.00

SUMMARY			
Item No.	Description		Total Cost
3.01	Total Direct Labor Cost	Item 1.13H	\$5,294.67
3.02	Total Direct Material Cost	Item 1.13K	\$7,509.04
3.03	Total Direct Equip. Cost	Item 1.13N	\$4,458.40
3.04	Subtotal	3.01+3.02+3.03	\$17,262.11
3.05	Overhead and Profit	15% x Item 3.04	\$2,589.32
3.06	Total Subcontractor Cost	3.04+3.05	\$19,851.43
3.07	Sub-Subcontractor Cost	Item 2.99	\$0.00
3.08	COR Proposed Cost	3.06+3.07	\$19,851.43

Submitted By

Name: Nick Bell

Signature:

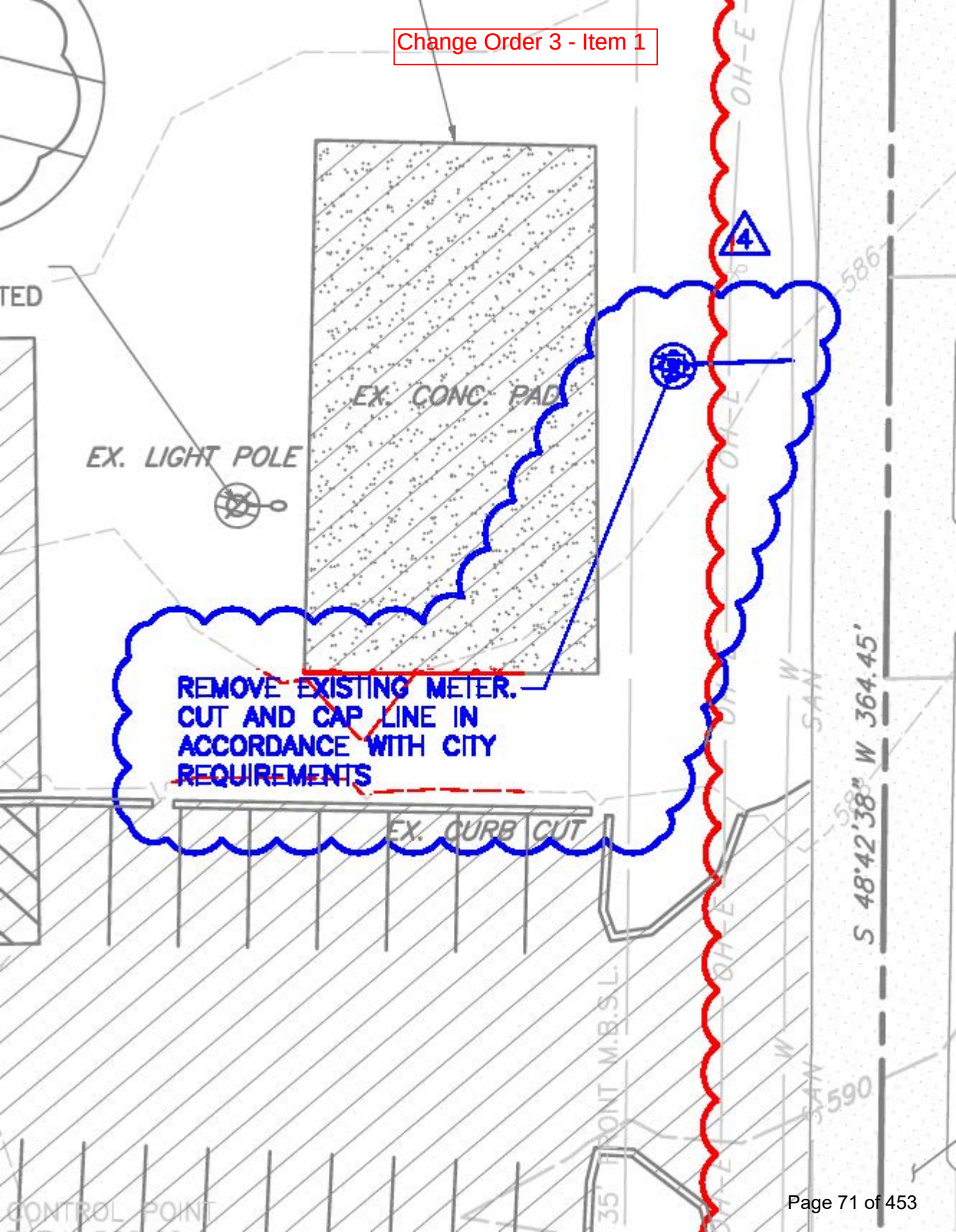
Title: Project Manager

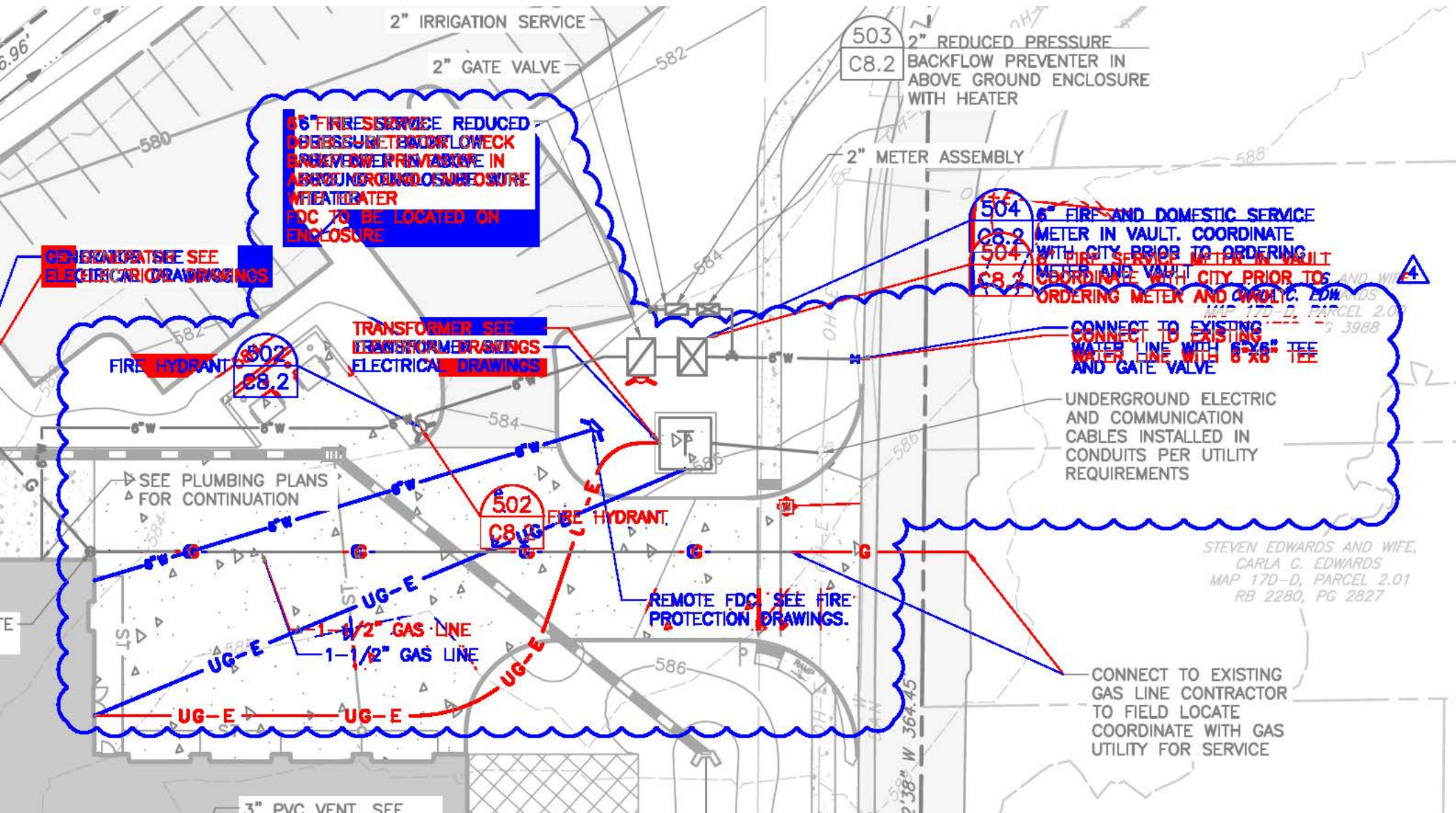
Date: 6/9/2023

COR Internal Use

Approval Date:

Executed Date:





				SUBTOTAL	5,279.67
510		6" FIRE LINE RUN IN - 2 EA			
520	36	6 TJ CL52 DI PIPE	FT	29.10	1,047.60
530	2	6 MJ L/P SLV C153 IMP	EA	128.81	257.62
540	2	6 MJ 90 C153 IMP	EA	141.95	283.90
550	2	6 SIGMAFLANGE SFA6 REST FLG ADPT L/ACC	EA	135.09	270.18
560	2	6 ONE-LOK PVC RESTR SLCEP6 (I) W/ACC	EA	79.59	159.18
570	6	6 ONE-LOK PVC RESTR SLCEP6 (I) W/ACC	EA	79.59	477.54
580	2	6X2 TAPT BLIND FLG DI IMP	EA	146.55	293.10
590	2	6X1/8 FLG ACC RR FF	EA	36.29	72.58
600	2	2 BRASS SQ HD CORED PLUG NL(I) NO LEAD	EA	13.95	27.90
610	16	3/4X4-1/2 90 OFFSET EYEBOLT	EA	6.06	96.96
620	16	3/4 HEAVY HEX PLAIN NUT	EA	0.75	12.00
630	16	3/4 PLAIN FLAT STEEL WASHER	EA	0.47	7.52
640	100	3/4 BLK ALL THREAD ROD PV35611	FT	3.95	395.00
650	2	BITUMINOUS COAL TAR SPRAY	EA	7.45	14.90
				SUBTOTAL	3,415.98

WATER					
PIPE AND FITTINGS					
300	6 PVC C900 DR14 PIPE (G) 20' PC305	FT	18.61	5,583.00	

Romach, Inc. Cost Itemization Form

Materials, Equipment, and Labor itemized below will be provided by: Romach, Inc.		Page Number:	1 OF 1
Job Name:	La Vergne Fire Station #41	Date Itemized:	11-Aug-23
Description:	Storm Shelter and Casework Revisions	Proposal Number:	1

Description	Material				Equipment				Labor				Subcontractor Costs	
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension		
Install fire dampers and transfer grilles				\$0.00				\$0.00				\$0.00	Woods Mechanical	\$2,375.00
Steel opening protection shields				\$0.00				\$0.00				\$0.00	DoBro Steel	\$2,700.00
Casework Revisions				\$0.00				\$0.00				\$0.00	Steve Ward & Assoc.	\$21,219.00
Two informational signs	2.00	ea	\$45.00	\$90.00				\$0.00				\$0.00		\$0.00
(Door 119A credit provided with previous door revisions)				\$0.00				\$0.00				\$0.00		\$0.00
				\$0.00				\$0.00				\$0.00		\$0.00
Allowance included for storm shelter revisions				\$0.00				\$0.00				\$0.00	Storm Shelter Mod Allowance	-\$25,000.00
				\$0.00				\$0.00				\$0.00		\$0.00
				\$0.00				\$0.00				\$0.00		\$0.00
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	Material		\$98.78
	Equipment		\$0.00
	Labor		\$0.00
	M+E+L -- Subtotal		\$98.78
	10% Overhead		\$9.88
	(M+E+L)*10 % OH -- Subtotal		\$108.65
	Subcontract Costs		\$1,294.00
	((M+E+L)*10% OH) + Subcontract Costs -- Subtotal		\$1,402.65
	5% PROFIT		\$70.13
	(((M+E+L)*10% OH)*5% Profit) -- Total		\$1,472.79
	Bond	2%	\$29.46
	Total Cost		\$1,502.24

WOODS MECHANICAL CONTRACTORS
401 BOWLING AVE, UNIT 61
NASHVILLE, TENNESSEE 37205
TN CMC LIC. NO. 00051861
615.300.4978
woodsmc100@gmail.com

July 27, 2023

TO: Nathan Morgan

FR: John Woods

RE: Change Order #1

- Based on Sheet 8.9 from latest plans.
- Install three 2 hour fire rated dampers.
- Install sic transfer grills.
- **PRICE - \$2,375.00**

*P.O. Box 746
Gallatin, TN 37066
Ph. 615-989-1128*

*1090 A Old Highway 109N
Gallatin, TN 37066
Fax 615-989-1129*



July 26, 2023

**RE: LaVergne Fire Station
LaVergne, TN**

Quote for Fabricated Steel Protective Shields - Qty.3

- **3/8 “ Bent Plates per detail 12/S2.1**
- **All material is shop primed only u. n. o.**

Price is \$2,700.00 or \$900.00 each for Additional Pieces

Thank you.

**Donnie Till
Chief Manager**



Project Name:		Fire Station #41					
Pricing Provided By:		Kirk Burroughs					
Cost Event Description:						Date:	7/25/2023

ADDITIVE COSTS Description	Qty.	Material		Freight/Misc. Price	Labor		
		Price	Total		Hours	Rate	Total
Work Station 115	1	\$ 1,975.00	\$ 1,975.00	\$ -	14	\$ 65.00	\$ 910.00
SC Office 211	1	\$ 4,631.00	\$ 4,631.00	\$ -	32	\$ 65.00	\$ 2,080.00
Shift Commander 212	1	\$ 1,321.00	\$ 1,321.00	\$ -	6	\$ 65.00	\$ 390.00
Storage 214	1	\$ 1,915.00	\$ 1,915.00	\$ -	6	\$ 65.00	\$ 390.00
Gear Storage 130 with Caseliner Thermo Plastic shelves	1	\$ 6,148.00	\$ 6,148.00	\$ -	18	\$ 65.00	\$ 1,170.00
Counter top support brackets, cleating, grommets	1	\$ 517.00	\$ 517.00	\$ 125.00		\$ -	\$ -
		\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -		\$ -	\$ -
Clean-Up					4	\$ 15.00	\$ 60.00
Small Tools & Consumables (5% of Labor Subtotal)			\$ 250.00				
		Material Subtotal	\$ 16,757.00	Freight	\$ 125.00	Labor Subtotal	\$ 5,000.00
		Tax	\$ 1,550.02				

DEDUCTIVE COSTS (use minus sign to denote negative figure) Description	Qty.	Material		Freight/Misc. Price	Labor		
		Price	Total		Hours	Rate	Total
Break Room 105	1	\$ (663.00)	\$ (663.00)	\$ -	-2	\$ 65.00	\$ (130.00)
Warming Kitchen	1	\$ (2,435.00)	\$ (2,435.00)	\$ -	-9	\$ 65.00	\$ (585.00)
Watch 209	1	\$ (691.00)	\$ (691.00)	\$ -	-3	\$ 65.00	\$ (195.00)
Multi Purpose 118	1	\$ (69.00)	\$ (69.00)	\$ -	-3	\$ 65.00	\$ (195.00)
		\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -		\$ -	\$ -
Clean-Up						\$ 15.00	\$ -
Small Tools & Consumables (5% of Labor Subtotal)			\$ (55.25)				
		Material Subtotal	\$ (3,913.25)	Freight	\$ -	Labor Subtotal	\$ (1,105.00)
		Tax	\$ (361.98)				

Home Office Costs		Hours	Rate	Total
Estimating		1	\$ 45.00	\$ 45.00
Financial Processing/Accounting		1	\$ 55.00	\$ 55.00
Engineering		2	\$ 50.00	\$ 100.00
Project Manager		2	\$ 60.00	\$ 120.00
Tax Rate		9.25%		
			Misc. Costs	\$ 320.00

Overhead Allowed	10%	Direct Cost Total =	\$ 18,371.80
		Overhead on Additive Costs =	\$ 1,837.18
		Subtotal of Costs + Overhead =	\$ 20,208.98
		Profit on Costs and Overhead =	\$ 1,010.45
Profit Allowed	5%	TOTAL PRICE FOR THIS CHANGE =	\$ 21,219
		Schedule Impact:	

Steve Ward & Associates will only proceed with this work once written approval has been received by the Project Manager. However, if this change was issued as "Price and Proceed", this work is considered approved unless otherwise informed in writing within 5 business days from receipt of this quote.

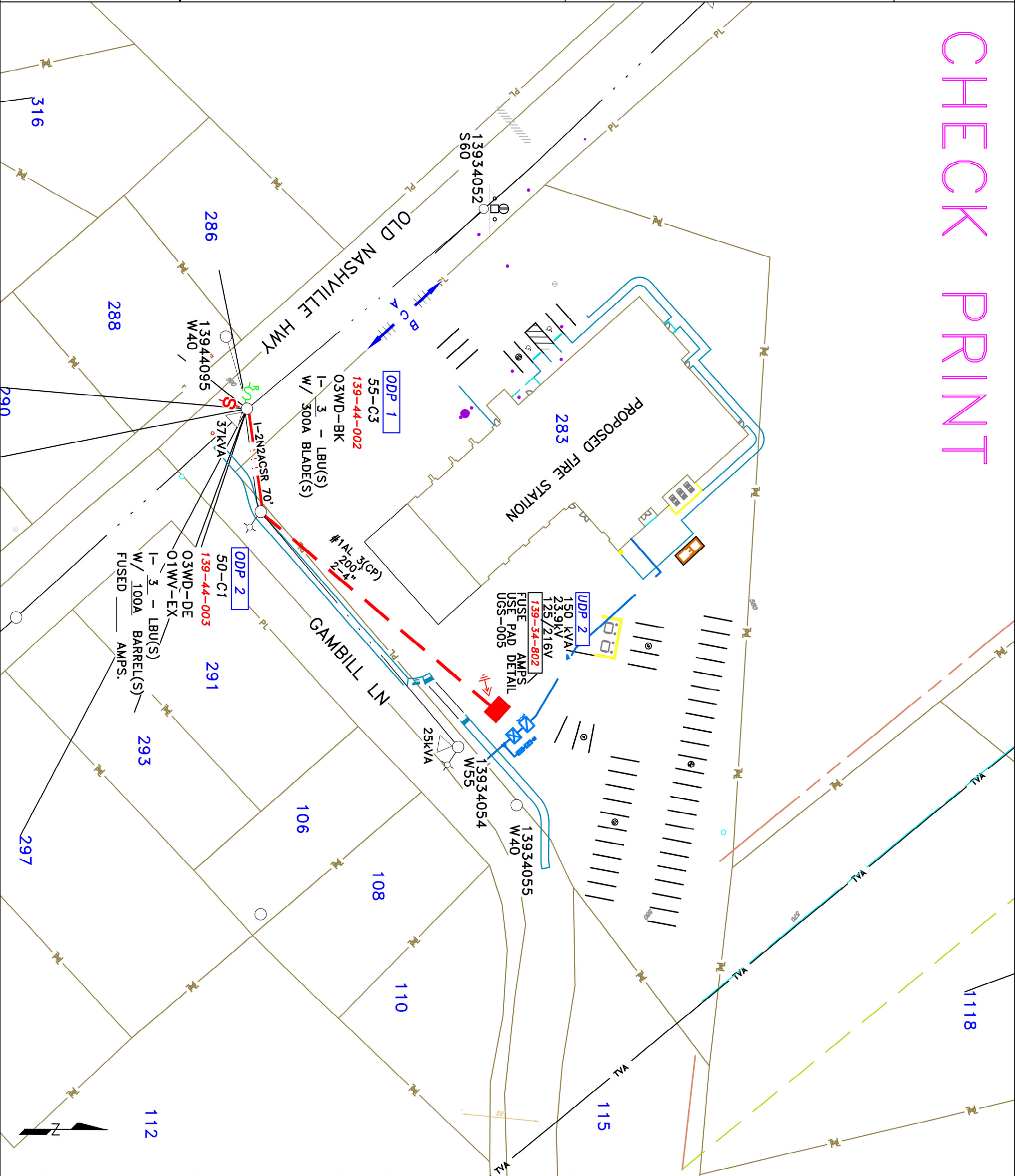
Romach, Inc. Cost Itemization Form

Materials, Equipment, and Labor itemized below will be provided by: Romach, Inc.		Page Number:	1 OF 1
Job Name:	La Vergne Fire Station #41	Date Itemized:	14-Aug-23
Description:	Electrical primary service connection costs	Proposal Number:	N/A

[illegible]

	Material		\$0.00
	Equipment		\$0.00
	Labor		\$0.00
	M+E+L -- Subtotal		\$0.00
	10% Overhead		\$0.00
	(M+E+L)*10 % OH -- Subtotal		\$0.00
	Subcontract Costs		\$57,487.36
	((M+E+L)*10% OH) + Subcontract Costs -- Subtotal		\$57,487.36
	5% PROFIT		\$2,874.37
	(((M+E+L)*10% OH)*5% Profit) -- Total		\$60,361.73
	Bond	2%	\$1,207.23
	Total Cost		\$61,568.96

CHECK PRINT



SIZE	STOCK #	QTY	TAP	PHASE	POLE #	TYPE	POLE #	DIST	USE	SEC
150	UT9332	1			139-44-003	ADD		4	04	03

NES ENGR: KEVIN NEAL NES PHONE #: 615-747-3103

CUSTOMER: CITY OF LAVERGNE

LOCATION: 283 OLD NASHVILLE HWY LOT:

ZIP CODE: 37086 CONNECTION DATE:

PROJECT NAME: LAVERGNE FIRE DEPARTMENT

SERVICE VOLTAGE: LOAD:

CONTRACTOR: STEVE VANDE VOORE

CONTRACTOR PHONE #: 931-265-6256

WORK REQUEST #: 230201091

ESTIMATE #: 33KN23053101

RISER POLE #: 139-44-003

CIRCUIT # F13 SUB. NAME HURRICANE CRK CITY/COUNTY_051

☐ C&M

☐ Meter

☐ Trans

☐ Planning

☐ SysCon

☐ St. Light

☐ Veg Mgmt

☐ Pvt. Light

☒ ESE

☐ NJUNS

☐ CSX

☐ TVA

☐ TDOT

☐ USACE

☐ SUSPENDED TICKET

☐ TOC CLERK

LOCATE REQUEST#

START DATE

START TIME

Pay Excess Height	Height	Class	Cost	#Poles	Total
	N/A	N/A	\$ 0	0	\$ 0
	N/A	N/A	\$ 0	0	\$ 0
Pay Sacrificed Life	Ht/Cl	Age	Cost	#Poles	Total
	N/A	N/A	\$ 0	0	\$ 0
	N/A	N/A	\$ 0	0	\$ 0
Contact #		NES to Pay		Total	
TEL Job #		TEL to Pay		\$ 0	
TEL Engr		☐ TEL Billing Sheet Attached			

ISSUE

A

45690A

1" =

Sheet 1 of 1



Nashville Electric Service

PO Box 305100

Nashville, TN 37230-5100

Invoice

PLEASE REFERENCE INVOICE ...
11183

BILL TO

City of LaVergne
Attn: Nathan Morgan
5093 Murfreesboro Pike
LaVergne, TN 37086

DATE	P.O. NO.	TERMS
7/21/2023		UPON RECEIPT

DESCRIPTION	AMOUNT
Service Address: 283 Old Nashville Hwy. La Vergne, TN 37086 Job Owner: Troy Hornbeak Email Address: thornbeak@nespower.com Quote Expiration Date: 08/14/2023 CWO Number: 407798 Work Request: 230201091 Please include invoice with payment. If payment is not sent by the expiration date, please contact the agent at the number listed below. nmorgan@romachconst.com	32,037.50
Direct inquiries to Troy Hornbeak, Principal Associate Engineer, at 615-747-3668.	Payments/Credits \$0.00
	Balance Due \$32,037.50



Nashville Electric Service

1214 Church Street, Nashville, Tn 37246

Change Order 3 - Item 3

Work Request: **000230201091**

Estimate No: **33KN23053101** v. **001**

Business Name: **CITY OF LAVERGNE**

Location: **283 OLD NASHVILLE HWY LA VERGNE 37086**

METER, INSTALL, COMMERCIAL

CITY OF LAVERGNE

Estimate Total

62,268.34

- Basic Level of Service

0.00

- Revenue Allowances

30,230.84

+ Additions

0.00

Costs Valid Through 8/17/2023

Amount Due (CIAC) =

\$32,037.50

Description	Compatible Unit	Op Type	Quantity	Cost
FRM 1P VERT, 2-1/0; WD, LINE EX.	O1WV-EX	HTLA	1	534.32
FRM 3P WD DBL 10'ARMS; BUCK 6-1/0	O3WD-BK	HTLA	1	2,499.94
FRM 3P WD DBL 10'ARMS; DE 6-1/0	O3WD-DE	HTLA	1	1,852.62
BRACKET, CUTOUT, 3 PHASE, RISER	OBCO-RISER	CDWK	1	449.15
BRACKET, TERMINATOR & ARRESTER, 3PH, W/G	OBTA-RISER	CDWK	1	271.77
CONDUCTOR, 1 FT, #2 ACSR, 6/1 COIL	OCAC-2C	HTLA	170	669.04
CUTOUT, 100A, 14.4/24.9KV, LB, USED ON L	OCO100L	CDWK	3	729.18
ARREST, SURGE, 18KV, RISER POLE TYPE	OLA18R	CDWK	3	502.35
REM 100A CUTOUT, FROM LINE	RO-CUTOUT	CDWK	1	134.21
CABLE,1,AL,C/N,EPR,25KV, 3CP (3 PH)	UCAL1-3CP (INSTALL CKT FEE	CDWK	250	4,519.26
CABLE,4/0,CU,BSD	UCCS40 (50' PER PAD/SWITCH	CDWK	50	569.80
UG CONNECTOR, CABLE TERMINATOR, #1	UCN-CTRM1	CDWK	3	877.29
ELBOW CONN,#1AL/CU 200A 25KV W/SEAL KIT	UELBC-1	CDWK	3	617.16
SURGE ARRESTER 18KV, DF,TRANSF OR SWITCH	ULA18DF	CDWK	3	681.88
LABOR, ELECTRICIAN - PADMOUNT	ULAB-ELECT	CDWK	1	167.97
LABOR, ELECTRICIAN - PADMOUNT	ULAB-ELECT - INSTALL WARN	CDWK	1	167.97
PRIMARY CABLE RISER, SINGLE 4"	URISERP-4	CDWK	1	2,340.34
UT 9332 Cost adjuster 1 at \$19,641.27	Use current spreadsheet into C	CDWK	1	19,641.27
PAD MTD 3PH DF 150KVA 14.4/24.9-125/216	UT9332	CDWK	1	25,042.83

Estimate Grand Total

62,268.34

3/31/2023 12:42:55 PM

Van De Voorde Services

Page 1

LaVergne Fire Station : LV FS 41 NES Primary Line

Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	\$12,109.48
Quotes	0.00
Sales Tax (9.75%)	1,180.67
Total Material	\$13,290.15
Labor	
Direct (166.90 hours @ \$80.00)	\$13,352.00
Non-Productive Labor	235.00
Total Labor (169.90 hours)	\$13,587.00
Direct Job Expenses	\$5,850.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$32,727.15
Overhead (10.00%)	3,272.72
Profit (5.00%)	1,799.99
Job Total	\$37,799.86
Actual Bid Price	\$37,799.86
Material to Direct Labor ratio: 0.50	
Prime Cost per square foot	\$0.00
Job Total per square foot	\$0.00
Actual Bid Price per square ft	\$0.00
Labor cost per square foot	\$0.00
Labor hours per square foot	0.00
Gross Profit %	13.42
Gross Profit \$	\$5,072.71
Net Profit %	4.76

Job Number	CO100977-2
Bid Date	8/23/2022
Bid Time	10:44:00 AM
Square Footage	27,000

Material Totals

<u>Division</u>	<u>Total</u>	<u>Factor</u>	<u>Extended</u>
01 Raceway, Fittings & Boxes	\$2,362.21	0.00 %	\$2,362.21
02 Wire & Cable	1,040.06	0.00 %	1,040.06
06 Underground/Site	6,929.22	0.00 %	6,929.22
07 Misc	379.99	0.00 %	379.99
18 Phase #18	1,398.00	0.00 %	1,398.00
Total	\$12,109.48		\$12,109.48

Sales Tax (9.75%)	\$1,180.67
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Total Material	\$13,290.15
-----------------------	--------------------

Labor Hours

<u>Division</u>	<u>Total</u>	<u>Factor</u>	<u>Extended</u>
01 Raceway, Fittings & Boxes	20.66	0.00 %	20.66
02 Wire & Cable	6.17	0.00 %	6.17
06 Underground/Site	114.27	0.00 %	114.27
07 Misc	19.80	0.00 %	19.80
18 Phase #18	6.00	0.00 %	6.00
Total	166.90		166.90

Labor Rates

<u>Category</u>	<u>% of Total</u>	<u>Hours</u>	<u>Base Rate</u>	<u>Burden \$</u>	<u>Burden %</u>	<u>Extended</u>
Electrician	50.000	83.450	\$85.00	0.00	0.000	\$7,093.25
Helper	50.000	83.450	75.00	0.00	0.000	6,258.75
Total	100.000	166.900	x \$80.00 (average of labor rate w/burden) =			\$13,352.00

Non-Productive Labor

<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Factor</u>	<u>Extended</u>
Lay-out	2.00	\$80.00	0.00 %	\$160.00
Estimating	1.00	75.00	0.00 %	75.00
Total				\$235.00
Total Labor (169.90 hours)				\$13,587.00

Direct Job Expenses

<u>Description</u>	<u>Total</u>
--------------------	--------------

Excavator	\$950.00
Skid Steer	500.00
Concrete	4,325.00
Diesal Fuel	75.00
Total	\$5,850.00
Job Subtotal (Prime Cost)	\$32,727.15
Overhead (10.00%)	3,272.72
Profit (5.00%)	1,799.99
Job Total	\$37,799.86
Actual Bid Price	\$37,799.86
Material to Direct Labor ratio: 0.50	
Prime Cost per square foot	\$1.21
Job Total per square foot	\$1.40
Actual Bid Price per square ft	\$1.40
Labor cost per square foot	\$0.50
Labor hours per square foot	0.01
Gross Profit %	13.42
Gross Profit \$	\$5,072.71
Net Profit %	4.76



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 7, 2023

Item Title: Approve Agreement between the Metropolitan Government of Nashville and Davidson County and the City of Belle Meade, the City of Brentwood, the City of Goodlettsville, the City of La Vergne, the City of Millersville, the City of Ridgetop and the White House Utility District for the Selection of a Rate Consultant to Develop the Initial Utility Price for the Calendar Year Beginning October 1, 2024.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Agreement

Summary:

This is an item to approve an agreement with Metro Nashville and the other wholesale customers to select a rate consultant who will develop utility rates for the treatment of the sewer.

Background Information:

The current agreement between Metro and the wholesale customers states that by December 1, 2023 a rate consultant must be selected to begin developing the initial utility rate for the sewer that is sent to Metro for treatment from the seven whole customers that surround Nashville. Once this rate is determined, a new long-term contract will be developed between the users and Metro and this new contract will go into effect October 1, 2024. The proposed agreement that is on the agenda is to select the rate consultant so this process can begin.

The approximate timeframe for this whole process is as follows:

- Agreement to hire a rate consultant - in place by December 1, 2023

- Work on new agreements less the completed rates - January-March 2024
- Work on agreements with rates - March/April 2024
- File rates with Metro Council for approval - June/July 2024
- New Agreements in place - effective October 1, 2024

Financial Summary:

Not applicable at this point. The costs of the rate consultant should be rolled into the new long-term agreement for the treatment of the city's sewer by Metro Nashville.

Staff Recommendation:

Staff recommends approval.

AGREEMENT
BETWEEN THE METROPOLITAN GOVERNMENT AND THE CITY OF BELLE
MEADE, THE CITY OF BRENTWOOD, THE CITY OF GOODLETTSVILLE, THE CITY
OF LA VERGNE, THE CITY OF MILLERSVILLE, THE CITY OF RIDGETOP AND THE
WHITE HOUSE UTILITY DISTRICT

This Agreement ("Agreement") is between the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services ("Metro"), and the City of Belle Meade, the City of Brentwood, the City of Goodlettsville, the City of La Vergne, the City of Millersville, the City of Ridgetop and the White House Utility District ("Wholesale Customers").

WITNESSETH:

WHEREAS, RS2014-1180 approved individual agreements and individual amendments on August 5, 2014, between The Metropolitan Government of Nashville and Davidson County ("Metro") and the City of Belle Meade, the City of Brentwood, the City of Goodlettsville, the City of La Vergne, and the City of Millersville, for sewage treatment, with each individual term expiring on October 1, 2024; and,

WHEREAS, RS2015-1469 approved individual agreements on May 6, 2015, between The Metropolitan Government of Nashville and Davidson County ("Metro") and the City of Ridgetop and the White House Utility District, for sewage treatment, ending on October 1, 2024; and,

WHEREAS, the individual agreements and amendments allowed for the Selection of a Rate Consultant not later than October 1, 2018 to develop the initial Utility Price for the calendar year beginning October 1, 2019, and Metro and Wholesale Customers wish to extend the time allowed for the Selection of a Rate Consultant to not later than December 1, 2023, to develop the initial Utility Price for the calendar year beginning October 1, 2024; and,

WHEREAS, the Agreement is needed for Metro and Wholesale Customers to develop new long-term agreements for Metro to safely and effectively accept and treat sewage flows from the Wholesale Customers; and,

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. That Metro and Wholesale Customers shall select a Rate Consultant not later than December 1, 2023 to develop the initial Utility Price for the calendar year beginning October 1, 2024.
2. That the parties will develop new long-term agreements.
3. Affirmation. Except as expressly modified or amended herein, all of the terms, provisions and conditions of the individual agreements and individual amendments shall remain in full force and effect.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement this _____ day of _____ 2023.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

Freddie O'Connell, Mayor

RECOMMENDED BY:

Scott Potter, Director
Department of Water and Sewerage Services

APPROVED AS TO AVAILABILITY OF
FUNDS:

Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Metropolitan Clerk

Date: _____

**CITY OF BELLE MEADE,
TENNESSEE**

APPROVED:

Mayor

ATTEST:

City Manager

APPROVED AS TO FORM
AND LEGALITY:

General Counsel, City of Belle Meade

**CITY OF BRENTWOOD,
TENNESSEE**

APPROVED:

Mayor

ATTESTED:

APPROVED AS TO FORM
AND LEGALITY:

City Attorney

**CITY OF GOODLETTSVILLE,
TENNESSEE**

APPROVED:

Mayor

ATTESTED:

APPROVED AS TO FORM
AND LEGALITY:

City Attorney

**CITY OF LA VERGNE,
TENNESSEE**

APPROVED:

Mayor

ATTESTED:

City Recorder

APPROVED AS TO FORM
AND LEGALITY:

City Attorney

**CITY OF MILLERSVILLE,
TENNESSEE**

APPROVED:

Mayor

APPROVED AS TO FORM
AND LEGALITY:

City Attorney

**CITY OF RIDGETOP,
TENNESSEE**

APPROVED:

Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM
AND LEGALITY:

City Attorney

WHITE HOUSE UTILITY DISTRICT

APPROVED:

General Manager

APPROVED:

Chief Financial Officer



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 7, 2023

Item Title: Approve Donation of Vehicle to the City from Box 100, Inc.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Donation Letter - Box 100

Summary:

This is an item to approve a request from Box 100, Inc. to donate a vehicle to the Police Department.

Background Information:

On October 12, 2023, Box 100, Inc. sent a letter to the city offering to donate a 1999 Freightliner F50 to the La Vergne Police Department for their use. Their estimated value of the vehicle is \$10,000. Since the value of this donation is over \$1,000, the Board of Mayor and Aldermen must approve the donation.

Financial Summary:

The reported value of the donation is \$10,000. The city's costs will be any future maintenance or changes needed to the vehicle.

Staff Recommendation:

Staff recommends approval.

October 12,2023

Mr. Richardson,

Box 100 Inc would like to express our sincere gratitude to the City of LaVergne for the many years of support we have received while providing rehab to the emergency responders. It has truly been an honor to work with the men and women of LaVergne and to show our appreciation. Box 100 Inc would like to donate one of our rehab vehicles to the LaVergne Police Dept. It is a 1999 Freightliner F50 with an estimated value of \$10000.

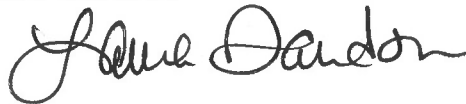
VIN 1FV3EJAC9XHA44160

Upon the formal acceptance from the Board of Mayor and Alderman we will present the title and keys. It is currently insured via VFIS insurance.

Thank you,

Christopher Buck
Chief
Box 100 Inc
615-717-4053

Laura Davidson
Asst Chief
Box 100 Inc
615-456-2965





AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 7, 2023

Item Title: Approve the 2024 League Facility User Agreement with Universal Sports League / La Vergne Baseball Softball Association to Conduct a Youth League Baseball and Softball Program.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Final Draft USL 2024 User Agreement

Summary:

This is to approve an annual User Agreement with Universal Sports League to operate the youth baseball/softball leagues.

Background Information:

Attached is the user agreement between the City and Universal Sports League - La Vergne Baseball / Softball Association. USL / LBSA administers the baseball / softball recreation league. This contract will cover the 2024 Spring / Summer / Fall Seasons. The Term of this User Agreement shall be for one year and will run November 1, 2023 - October 31, 2024. The User will have the right to use the property during the term of this agreement.

Financial Summary:

The User agrees to pay the City \$8,000.00 per year, payable no later than November 1, 2024 for maintenance and materials costs.

Staff Recommendation:

Staff recommends approval.

LA VERGNE PARKS AND RECREATION

2024

LEAGUE FACILITY USER AGREEMENT

This User Agreement (the “User Agreement”), dated _____, made and entered for the 2024 Spring/Summer/Fall Seasons between the City of La Vergne, hereafter referred to as “the Department”, and Universal Sports League (USL) / La Vergne Baseball Softball Association hereafter referred to as “the User”. In consideration of the mutual promise and agreement continued herein, the Department and User agree to a Partnership as follow:

I. Purpose

The Department agrees to allow the User to use City of La Vergne controlled property at Veteran’s Memorial Park for the sole purpose of conducting a youth league baseball and softball program. The User *may* also provide items for the sale at the concession facility at the above property.

II. Terms

The term of this User Agreement shall be for one year, commencing on November 1, 2023, and running through October 31, 2024. The User shall have the right to use the property during the term of this User Agreement. The User may not schedule any activity (i.e. game, tournament, etc.) on the property for a date or time until it’s approved by the Department. All regular season and tournament dates and times must be approved by the Department before the schedule is finalized. The Department shall then approve the established season schedule for the User’s use of the property. Said schedule will be attached as *Exhibit A*.

III. Participant Fees and Schedule

A. No participant fees will be collected by the City of La Vergne for Youth Leagues - under the condition that the La Vergne Parks & Recreation Department is considered a partner of that League.

B. The User will submit each year’s schedule by January 31st, and the Department shall provide its response and/or approval by February 15th. The parties agree to work together to resolve any schedule related issues and conflicts throughout the term of this User Agreement. The Department will provide blackout dates for the term of this agreement in which the facility cannot be used. The parties further agree that the final schedule for each year will be set by March 15th. The User and the Department agree up to 7 scheduled tournaments.

IV. Department Obligations

A. The Department will maintain the playing field for the normal games scheduled on *Exhibit A*.

Maintenance shall include:

1. Irrigation systems

2. Mowing of playing fields
 3. Field preparation (dragging, lining, and edging)
 4. General maintenance (i.e. fence repair, base repair, etc.)
 5. Days that it might rain the Department will do its best to try to open the fields for play.
- B.** The Department will maintain existing restroom facilities in a timely manner. Maintenance shall include:
1. Repairs and maintenance for roof
 2. Interior and exterior walls and doors
 3. Plumbing and electrical systems
 4. Provide paper products and routine cleanup of the restrooms
- C.** The Department will maintain existing concession stands. Maintenance shall include:
1. Repair and maintenance for roof
 2. Interior and exterior walls and doors
 3. Plumbing and electrical systems
 4. Dumping of grease
- D.** The Department will be responsible for providing trash receptacles and disposal of trash and litter from such receptacles.
- E.** The Department will maintain the parking areas.
- F.** The Department shall conduct a bi - annual meeting to discuss maintenance issues and other league business. These meetings will take place prior to each spring and fall season.
- G.** The Department will pay for utility service (i.e. water, electricity, etc.) for the property.
- H.** The Department, with the help of the User, will determine whether rain or inclement weather has made the field unusable as soon as possible on scheduled game days. League administration can call or come to the Department's office to confirm cancellation of play on a field due to rain or inclement weather. (Absolutely no play will be allowed when fields are closed due to weather).
- I.** The Department will have two (2) business days to resolve a Maintenance request submitted by the User. If the maintenance request is not resolved in three business days, the Parks Supervisor will submit a written response via email to the User explaining the situation and how it will be resolved. (Please file maintenance requests with Parks & Recreation Administrative Assistant.)
- J.** The User agrees to pay the cost of field maintenance costs, including field dirt, safe coat, conditioner, chalk, mar mound or any other field needs as required at the minimum cost of \$8,000 per year, payable at the end of the season.

V. User Obligations

- A.** The User will provide any additional maintenance or replacement of any damage or lost equipment at the property during the dates of the agreement beyond the normal maintenance schedule. Such maintenance or replacement must be approved by the Director of the Department or the designee prior to any action being taken.
- B.** The User must maintain all players hold harmless agreements and make these documents available to the Department upon request.

- C.** The User will maintain concession stands in a clean, safe and healthy condition. The User will dispose of ALL concession trash at the end of each use. The User shall store the used grease in a safe five (5) gallon bucket (provided by the Department) that shall be sealed at all times and shall inform the Department when the bucket needs to be dumped. The User has set internal rules with concession workers on who is allowed into the concession facility (Age). The User will not sell or promote the sale of any tobacco or alcohol products. The User is required to open concession on every date there is a game scheduled at the User's location indicated in *Exhibit A*.
- D.** The User will clean and secure all press box facilities and equipment on game and practice dates.
- E.** The User will make reasonable and responsible efforts to maintain the property (i.e. playing fields, common areas, etc.) in a trash free condition. The User will perform daily trash and litter pick up and placement into provided receptacles.
- F.** The User will supply first aid supplies and / or medical assistance required during any game, practice, or activity.
- G.** The User shall deliver financial reports at the end of the year of the agreement attached as *Exhibit B*.
- H.** The User shall require a volunteer coaching disclosure form from each coach, along with a list to include the name, address and phone number of each coach, and shall be maintained by the league, and made available to the Department.
- I.** The User shall require all volunteer head and assistant coaches to attain N.Y.S.C.A. certification through the N.Y.S.C.A. chapter established through the Department or online at www.nays.org. If a chapter is not established at the Department's office, the Department will be responsible to acquiring a chapter and / or aid the User in finding an N.Y.S.C.A. established chapter. The Department has the authority to deny placement of any volunteer who does not comply with N.Y.S.C.A. standards as interpreted by the Department.
- J.** The User shall complete Maintenance Requests Forms and turn in the forms within 48 hours of completing the forms to the Department. All forms are available at the Department's office.
- K.** The User is responsible for monitoring facilities during use. This includes all practices, games, and tournaments.
- L.** The User shall not waste the utility services provided by the City. Under normal circumstances, User shall not turn the ball field lights on until at least 30 minutes before sunset and shall make sure the ball field lights are kept off for fields not in use for official practice or games. On an overcast day, the ball field lights may be turned on if the Parks and Recreation Director or Parks Supervisor is notified and gives his/her approval. The User will provide a league representative to ensure that all field lighting is turned off after each use of the facility.
- M.** The User is responsible for making sure all field gates are locked when fields are not in use. The User will be financially responsible for any field damage associated with fields remaining unlocked. The User will provide a league representative to ensure that all field gates are locked after each use of the facility.

- N. The User is responsible for collaborating with the Department for information on field decisions for play that day. The User is responsible for all field decisions made after games are in play.
- O. The User shall complete an Accident Report (ex. Injury to a player) and turn the form in to the Department within 48 hours of the actual accident. All forms are available at the Department's office.
- P. The User shall complete an Incident Report (ex. A coach is suspended from a game for unsportsmanlike behavior) and turn the form in to the Department within 48 hours of the actual incident. All forms are available at the Department's office.
- Q. The User shall respect all other contracts and agreements that the City of La Vergne has made with any business or vendor.
- R. The User shall abide by and enforce the "No Smoking, Dogs, or Skateboards" beyond the provided area rule.
- S. The User will pay the City \$50 per field / per day for the use of the City's fields for tournaments, payable no later than two weeks in advance to the tournament.
- T. The User is to play The National Anthem at the beginning of each game day.
- U. The User agrees to 12 regular season recreation games, including Saturday games and an end of season tournament for each age division.
- V. The User will provide all necessary equipment required to administer a recreational Baseball / Softball League. This equipment shall include player uniforms (Jersey Shirt, Pants, Belt, & Hat), catcher's equipment, equipment bags, helmets, baseball and softball bats, and appropriate age division baseballs or softballs.
- W. The User and Department agree to up to 7 tournaments.
- X. The User will provide umpires for all baseball or softball games.

VI. User Representation

- A. The User represents that it is a non-profit or not for profit organization as defined by the Internal Revenue Code. Proof of this status must be on file with the Parks office.
- B. The User will not discriminate against any person, including but not limited to sex, race, religion, natural origin, or disability and that its programs and services comply with the American Disability Act.
- C. The User will have allowances for applicants that are financially unable to participate in the programs, and have a written plan in place. This plan is to be submitted to the Department for review and approval.
- D. The User will maintain a liability insurance policy with a minimum \$1,000,000 limit during the term of the User Agreement. The insurance policy must list the City of La Vergne as additional insured. A copy of this policy must be received by the Department within one week (7 days) before beginning the season and will become *Exhibit C*.

VII. Policies

- A. SIGNAGE.** All signs must be posted on the outfield / side fences and attached on all corners. All signs must be made of lightweight durable material. (Wooden signs are not permitted). Other signs permitted with approval of the Department.
- B. VENDORS.** Outside vendors will not be allowed to sell any products or services on the property without prior approval of the Department at least seven days before the event. (Once the vendor is initially approved, vendor applicant is approved for one year). Each vendor must have liability insurance naming the City of La Vergne as additional insured.
- C. STRUCTURES.** The User will not alter or modify any existing building or structure, nor build any new building or structure on the property without prior written approval of the Department and the approval of all appropriate city departments.
- D. ALLOCATION OF FACILITIES.**
 - 1. La Vergne residents shall have priority for all programs and use of facility.
 - 2. In the event of facility limitations, as determined by staff, the following priority system will be utilized:
 - a. Recreation youth programs shall have first priority for usage.
 - b. Competitive youth programs shall have second priority for usage.
 - c. Recreation adult programs shall have third priority for usage.
 - d. High school sports programs shall have fourth priority for usage.
 - e. Competitive adult programs shall have fifth priority for usage.
 - f. The Department will determine other schedule conflicts.
- E. POWERS.** The Department shall have the power to remove any organization or individual not abiding to this agreement or for conduct deemed inappropriate. There will be an appeals process for any person or organization who has not abided by this User Agreement. The Department recognizes and acknowledges that while the User is a partner with the city of La Vergne, it is a separate entity and internal decisions including choice of board members, removal of board members, and financial decisions will be the sole decision of the executive board of the User.
- F. AUDIT.** The Department reserves the right to perform an audit on any organization or league at any time.
- G. AMENDMENT.** The User Agreement constitutes the entire agreement between and by the City of La Vergne and the User. The User Agreement can only be amended by the Department and the User via meetings between the Department and the User.
- H. BY-LAWS.** By-laws and Constitution of the User must be approved by the Department before the institution of this agreement.
- I. KEYS.** The User must pay for any keys replaced. The User must turn in keys to facilities within two weeks (14 days) of the discontinued use of this User Agreement. Cost to replace a key is \$50.
- J. SPONSORSHIP.** The Department is to be considered a Major Sponsor to the User.

VIII. VERBAL OR WRITTEN AGREEMENT BETWEEN THE USER AND/OR ANY EMPLOYEE OF THE PARKS AND RECREATION DEPARTMENT THAT IS CONTRARY TO THE ESTABLISHED CONTRACT IS NOT BINDING.

In witness whereof, the City of La Vergne and the User have executed this User Agreement and the User accepts the above property as suitable for the above stated purpose.

By: _____
Jason Cole _____
Mayor **Date**

ATTEST:

Bruce Richardson _____
City Administrator / City Recorder **Date**

By: _____
President – Julia Vestal _____
Date

THIS USER AGREEMENT MUST BE UPDATED AND APPROVED EACH YEAR. THE PARKS AND RECREATION DEPARTMENT HAS THE POWER TO REVOKE THE PRIVILEGES OF ANYONE FAILING TO COMPLY WITH THE SIGNED AGREEMENT.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 7, 2023

Item Title: Approve Payment Agreement, Statement of Work and Standard Service Contract with Howard Technology Solutions for the New Fire Station #41 Training Room Equipment.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Agreements and SOW

Summary:

This agreement is for payment and scope of work to install low voltage systems for Fire Station 41.

Background Information:

This is an agreement for payment and scope of work to install low voltage systems at Fire Station 41. This work supplies computer systems, telephones, speakers, and security systems.

Financial Summary:

The project and expense of \$86,797.37 are included in the budget for the construction of line 920 of the new fire station.

Staff Recommendation:

Staff recommends approval of the agreement.

Payment Agreement

This Payment Agreement (this "**Agreement**"), made and entered into by and between Howard Technology Solutions, a division of Howard Industries, Inc., ("**HTS**") and **The City of La Vergne, a Tennessee Municipal Corporation** ("**Customer**"), is applicable to products and services Customer purchases from HTS.

In consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Coverage.** The terms and conditions set forth herein will exclusively govern all of Customer's purchases of products and services from HTS, including in connection with installation or other projects ("**Project(s)**"), unless and until the parties agree in writing to different payment terms.
2. **Payment for Products.** Payment of 100% of the agreed-upon price for products, including equipment to be installed for a Project, will be due NET 30 upon delivery of the products to Customer's facility. Each shipment of products will constitute a separate sale, and Customer agrees to pay for the products delivered whether such shipment is in whole or partial fulfillment of the entire order.
3. **Payment for Services.** HTS reserves the right in its sole discretion to invoice monthly or progressively for labor and/or services depending on the nature of a particular Project or other circumstances.
4. **Credit Approval; Payments by Credit Cards.** All sales and payment terms are subject to credit approval and a credit limit set by HTS in its discretion. A 3% surcharge may be added to payments made by credit card.
5. **Changes.** HTS reserves the right to; subject to customer approval, add additional charges with customer approval, cancel existing orders, and/or to change the quoted price(s) for any Project in the event of circumstances warranting such modifications, including: (i) if for any reason Customer changes the start date of a Project within 5 days of the scheduled start date; (ii) if HTS is delayed during the installation or other stage of a Project as a result of lack of accessibility to necessary facilities or equipment, the presence or status of other trades or contractors, faulty or incompatible equipment that is not provided by HTS, or for any other reason beyond HTS's control or responsibility; (iii) if the scope of a Project, including as will typically be set forth in a mutually agreed- upon Statement of Work, is changed for any reason; (iv) if HTS's costs increase due to causes beyond its reasonable control, including imposition by the United States or any other country of new or higher tariff(s) or other similar tax(es), fee(s) or charge(s); or (v) if obstacles or limitations require the use of additional or different measures to achieve installation of equipment pursuant to the manufacturer's recommendations.
6. **Breach.** In the event Customer is in breach of the terms herein, HTS may in its discretion: (i) accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full, (ii) stop all work under any order or Project until receipt of full payment or assurances of payment satisfactory to HTS; (iii) require prepayment for any other orders; and/or (iv) delay shipments. Late payments shall bear interest from and after the due date at a monthly rate equal to five percent (5%).

IN WITNESS WHEREOF, the undersigned do hereby execute this Payment Agreement as duly authorized officials of the respective parties hereto, as of the dates recorded below:

Customer: La Vergne, TN – Fire Department

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

**Howard Technology Solutions, a division of
Howard Industries, Inc.**

By: Caleb Yates
(Signature)

Name: Caleb Yates
(Print)

Title: Government Sales Manager

Date: 2023



TECHNOLOGY SOLUTIONS

A DIVISION OF HOWARD INDUSTRIES, INC.

Network Services Help Desk Services Desktop Services Cabling & Telecom Services Warranty & Maintenance Services

Statement of Work

October 26, 2023 This document expires in 120 days.

This Statement of Work (this “**SOW**”) sets forth the scope and certain responsibilities of Howard Technology Solutions, a division of Howard Industries, Inc., (“**HTS**”) and City of La Verne (“**Customer**”) in connection with the following project (the “**Project**”):

Project Name/Description:	OPP #:	Quote #:
Fire Station Headquarters Training Room	OPP-020250	EK2 1316169.00

In consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following scope and other related terms in connection with the Project:

Summary Statement of Work:

This summary statement of work covers the onsite installation of audio video system in training/multipurpose room. Room can be used in combined mode or separated into two separate/independent rooms.

Customer to provide power, network connections, conduit and low-voltage boxes for AV equipment per HTS specifications.

Scope:

1. Installation of Da Lite 39159L Tensioned Contour Electrol 16:9 184” diagonal projection screen.
 - a. Screen to be installed on front wall of room.
 - i. Drawing details location of screen.
 - b. **Customer to provide power to projection screen.**
2. Installation of Da Lite 39156LS Tensioned Contour Electrol 119” diagonal projection screen.
 - a. Screen to be installed on rear, side wall of room above countertop.
 - i. Drawing details location of screen.
 - b. **Customer to provide power to projection screen.**
3. Installation of Epson L730U WUXGA 7000 lumen laser projector.
 - a. Projector will be used to project on front wall screen.
 - b. Projector to be hung from ceiling between 18’ and 29’ from screen.
 - c. Installation of Extron DTP HDMI 4K 230 RX receiver at projector.
 - i. Receiver will provide video and control to projector from equipment rack.
 - d. **Customer to provide power at projector location.**
4. Installation of Epson L530U WUXGA 5000 lumen laser projector.
 - a. Projector will be used to project on rear, side wall screen.
 - b. Projector to be hung from ceiling between 13’ and 18’ from screen.
 - c. Installation of Extron DTP HDMI 4K 230 RX receiver at projector.
 - i. Receiver will provide video and control to projector from equipment rack.
 - d. **Customer to provide power at projector location.**
5. Installation of two LG UR340C 86” 4K commercial displays on front wall of room.
 - a. A display will be installed on each side of the projection screen.
 - b. Installation of two Extron DTP HDMI 4K 230 RX receivers, one behind each display on Chief Storage panel.
 - i. Receivers will provide video and control to displays from equipment rack.

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- c. **Customer to supply power at each display location.**
- 6. Installation of Middle Atlantic SRSR-4-25 25RU slide out rotating rail system rack.
 - a. Rack will be installed in Customer supplied cabinet.
 - i. Customer to provide ventilation in cabinet for equipment cooling.
 - ii. HTS to provide fans for installation in top of cabinet to exhaust warm air from cabinet.
 - b. Installation of two SurgeX SX-DS 158 rack mount power/surge protection in equipment rack.
 - c. Equipment rack will house equipment for both areas.
 - d. **Customer to supply four network connection at equipment rack.**
 - e. **Customer to supply power at equipment rack.**
- 7. Installation of Netgear GSM4230P managed network switch in equipment rack,
 - a. Switch will provide network connectivity and PoE power for control devices, PTZ camera system and Dante audio devices.
- 8. Installation of Extron DTP CrossPoint 84 IPCP MA 70 presentation/video matrix switcher system.
 - a. Switcher will be installed in equipment rack.
 - b. Switcher will provide video processing and matrix switching for video sources and displays in both areas.
- 9. Installation of Biamp TesiraFORTE DAN CI audio Digital Signal Processor (DSP) in equipment rack.
 - a. DSP will provide all audio processing for room.
 - b. DSP will provide Acoustic Echo Cancellation (AEC) for video conferencing.
 - c. DSP has DANTE audio networking.
- 10. Installation of interface hardware to connect audio line output of Customer provided Motorola radio system to audio system.
 - a. RCA audio output of radio will connect to RDL interface to isolate and balance audio signal.
 - b. RDL interface output will connect to Audinate AVIO DANTE adapter.
 - c. DANTE adapter will connect to network switch in equipment rack and rout to DSP via DANTE networking to allow radio audio to be played in room.
- 11. Installation of Customer provided PC in equipment rack.
 - a. PC to have two HDMI outputs.
 - i. HDMI out 1 will connect to Extron DTP HDMI 4K 230 TX transmitter to feed monitor on lectern if front area.
 - ii. HDMI out 2 will connect to video switcher in equipment rack.
 - iii. PC will connect to Customer network.
- 12. Installation of two Crestron AirMedia AM-3200 wireless presentation devices in equipment rack.
 - a. HDMI outputs of both AirMedia will connect to video switcher in equipment rack.
 - b. One AirMedia is available for each area.
 - c. Both AirMedia will connect to customer network.
 - d. Customer to configure network for users to connect to Customer wifi network to present wirelessly in space.
- 13. Installation of two Customer provided cable TV receivers in equipment rack.
 - a. HDMI outputs of both receivers to connect to HDMI inputs of video switcher in equipment rack.
 - b. IR emitters provided for control system to control cable boxes.
 - c. Customer to provide cable TV connections for receivers at equipment rack.
- 14. Installation of Denon DN-500BD MKII Blu-Ray player in equipment rack.
 - a. HDMI output of player to connect to HDMI input of video switcher in equipment rack.
 - b. RS-232 of player will connect to com port of video switcher for control.
- 15. Installation of EasyIP mixer in equipment rack.
 - a. Mixer will provide USB interface to PC in equipment rack for camera and room audio for streaming/conferencing.
 - b. USB of mixer to connect to PC in equipment rack.
- 16. Installation of EasyIP 10 PTZ camera.
 - a. Camera will mount from ceiling in front area.
 - b. Camera will connect to network switch in equipment rack.
 - c. Camera will be routed to EasyIP mixer via network.
 - d. Chief mounting hardware, including 2' column is provided for mounting camera.
- 17. Installation of three Yamaha RM-CG ceiling array microphones.

- a. Two of the microphones will be installed in the ceiling in the front area of room, third mic will be installed in the ceiling in the back area of the room.
 - b. Microphones will connect to the network switch in equipment rack.
 - c. Microphones will be routed to DSP via Dante networking.
18. Installation of Extron XPA U 1004 power amplifier in equipment rack.
 - a. Amplifier will be set to 2-channel bridged 70V operation.
 - b. Inputs of amplifier will connect to outputs of DSP in equipment rack.
19. Installation of ten Sonance PS-C63RT ceiling speakers in room.
 - a. Six of the speakers will be installed in the front half of the room.
 - i. The six speakers be set to 15W tap.
 - ii. The six speakers will be wired in parallel and connect to bridged output 1 of the power amplifier in equipment rack.
 - b. The remaining four speakers will be installed in the rear half of the room.
 - i. The four speakers will be set to 15W tap.
 - ii. The four speakers will be wired in parallel and connect to bridges output 2 of the power amplifier in equipment rack.
20. Installation of custom three-gang wall plate on front wall of room.
 - a. Wall plate will provide connectivity of lectern to room.
21. Installation of Spectrum Inspiration Plus Lectern.
 - a. Lectern will be installed in front of room.
 - b. Installation of two ViewSonic VP2456 24" HD monitors on dual monitor arm on lectern.
 - i. One monitor will be output 1 of PC in equipment rack, second monitor will mirror what is being shown on front wall projection screen.
 - c. Installation of two Extron DTP HDMI 4K 230 RX receivers in lectern.
 - i. Receivers will provide video to monitors on lectern from equipment rack via custom wall plate.
 - d. Installation of Extron DTP HDMI 4K 230 Tx transmitter in lectern.
 - i. Transmitter will provide HDMI input on lectern for user devices.
 - ii. Transmitter will connect to video switcher in equipment rack via custom wall plate.
 - e. Installation of Shure MX412/C 12" gooseneck microphone on lectern.
 - i. Gooseneck microphone will connect to audio system in equipment rack via custom wall plate.
 - f. Installation of Extron TLP Pro 1025T 10" tabletop touch panel on lectern. Touch panel will have custom programed user interface for room control. Functionality of touch panel to include:
 - i. Room combined mode:
 1. Power on/off all devices in both areas.
 2. Video source selection for displays and projectors in both areas.
 - a. All video sources for both areas will be available for selection.
 3. Camera PTZ and preset recall.
 - a. Six camera presets to be programed.
 4. Microphone level up/down/mute.
 5. Radio audio level up/down/mute.
 6. Room audio level up/down/mute.
 - a. Audio in both rooms tied together.
 7. Mute control for ceiling microphones.
 - a. All three ceiling microphones will be used.
 - ii. Room separate/independent mode:
 1. Power on/off only devices in front room.
 2. Video selection for displays and projector in front room only.
 - a. Only video sources for front room will be available for selection.
 3. Camera PTZ and preset recall.
 - a. Six camera presets to be programed.
 4. Microphone level up/down/mute.
 5. Radio audio level up/down/mute (front area speakers only).
 6. Room audio level up/down/mute (front area speakers only).

7. Mute control for ceiling microphones.
 - a. Ceiling microphone in rear area will be muted at all times.
22. Installation of Extron DTP2 T 201 D HDMI wall plate transmitter.
 - a. Transmitter will be installed in two-gang box in rear of room above counter, below screen.
 - i. Transmitter will connect to video switcher in equipment rack.
 - b. Network connector panel will be installed in box next to HDMI wall plate to provide connection of touch panel on counter.
 - i. Connector panel to connect to network switch in equipment rack.
23. Installation of Extron TLP Pro 1025T 10" tabletop touch panel on counter top in rear area under projection screen. Touch panel will have custom programed user interface for room control. Functionality of touch panel to include:
 - a. Room combined mode:
 - i. Touch panel will mirror operation of touch panel on lectern if front of room (combined mode).
 - b. Room separate/independent mode:
 - i. Power on/off only devices in rear of room only.
 - ii. Video selection for projector in rear of room only.
 1. Only video sources for rear of room available for selection.
 - iii. Radio audio level up/down/mute (rear area speakers only).
 - iv. Room audio level up/down/mute (rear area speakers only).
 - v. No video conferencing available for rear area of room when in separate mode.
24. Spectrum Adjustable Height SLIM Lectern provided for use in rear of room.
25. Installation of necessary cabling.
26. Configure and set up system.

Customer Responsibilities

- Receive all equipment delivered to Customer. All displays and TV's must be checked for damage at the time of delivery. Any other obviously damaged boxes should be opened and contents inspected for damage at time of delivery. Any damage must be reported to the carrier and to HTS immediately. Customer is responsible for full replacement cost of any damaged equipment Customer accepts for delivery without conducting the timely inspection described above.
- Provide power in all locations specified by HTS before the HTS-assigned AV engineers arrive on site for installation, to include camera locations, flat screen locations, and rack locations.
- Provide network drops in all locations specified by HTS before the AV engineers arrive on site for installation, if applicable.
- Provide access times and room scheduling to HTS before the AV Engineers arrive on site and ensure accessibility of the necessary locations while installation is being performed.
- Provide a Point of Contact for the HTS-assigned Project Manager to report to about any possible issues which may arise as well as progress on the installation.
- Deliver equipment to the buildings in which it will be installed before the AV engineers arrive on site.
- Provide a location at each building for all trash and boxes to be taken after installation is complete.
- Respond to additional requests for information and assistance as HTS or its contractors may reasonably request to be able to complete the work.

HTS Responsibilities

- HTS-assigned AV engineers will typically arrive on site by 8-10 am of the first day of scheduled installation. Upon arrival, the AV engineers will:
 - Check-in with Customer-assigned Point of Contact.
 - Have an equipment list and Statement of Work in hand.
 - Answer any questions the Customer Point of Contact may have about the installation.
 - Locate and verify that all applicable equipment is on site and in the proper location(s).
 - Document any missing, damaged or invalid equipment.
- As the work progresses, the AV engineers will:
 - Manage all cabling in a neat and organized fashion.



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Network Services Help Desk Services Desktop Services Cabling & Telecom Services Warranty & Maintenance Services

- Ensure that the installed equipment in each room (to include all audio equipment, projectors, switchers and distribution amplifiers) is adjusted and working properly.
- Upon completion, the AV engineer will:
 - Inform the Customer-assigned Point of Contact
 - Provide training to Customer on proper usage of the room and systems
 - Answer any questions Customer may have about operation of the equipment
 - Ensure that the overall function of the rooms and systems is up to Customer's expectations
 - Remove all boxes and trash and debris associated with the installation to the location provided by Customer
 - Have sign-off sheet signed by Customer, acknowledging completion and departure time.

Post-Installation

- Complimentary 90-Day Warranty-Related Assistance:
 - While HTS does not warrant third-party products, HTS will, for a period of 90 days after installation, assist the Customer with any performance issues which may arise with the equipment and any related warranty claim during such period, without any additional charge. During this limited time period, HTS will, for example, assist Customer in diagnosing functionality problems with the newly-installed equipment and, if appropriate, assist Customer in submitting warranty or other similar claims to the manufacturer of the defective equipment under the manufacturer's warranty. The viability of any warranty claim Customer may have will be dependent upon Customer meeting the criteria of the manufacturer's warranty terms, as to which Customer will be solely responsible.
 - The complimentary 90-day warranty-related assistance includes labor but does not include the payment of any costs or expenses. For example, shipping charges when shipping defective equipment to/from the manufacturer, and any other costs or expenses incurred, will be Customer's sole responsibility.
- After 90 days, labor costs may be charged for time spent assisting Customer with warranty or any other equipment-related issues, unless an optional *Standard Service Contract* has been purchased (see below).
- *Standard Service Contracts*:
 - HTS offers a 12-month "*Standard Service Contract*" which covers labor, as well as costs and expenses, associated with assisting Customer with manufacturer warranty claims during its term.
 - Ask your HTS representative for more information about our *Standard Service Contracts*, including pricing.

General

- HTS will provide proof of worker's compensation, commercial general liability, and automobile liability insurance coverage upon request.
- Payment terms for the products and services provided to Customer hereunder are as set forth in the separate Payment Agreement executed by the parties.

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IN WITNESS WHEREOF, the undersigned do hereby execute this Statement of Work as duly authorized officials of the respective parties hereto, as of the dates recorded below:

Customer:

**Howard Technology Solutions, a division of
Howard Industries, Inc.**

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

October 26, 2023 This document expires in 120 days.

File Name: OPP-020250 SOW La Verne FD 10262023dj

STANDARD SERVICE CONTRACT

SSC#:

Howard Technology Solutions, a Division of Howard Industries, Inc. (“Howard”), offers various optional service contracts for the AV products and systems sold and installed by Howard’s AV group. The equipment that HTS installs normally come with a manufacturer’s product warranty, which typically covers repair and/or replacement in the unfortunate event a product, proves to be defective. But manufacturers’ product warranties rarely cover the labor required on the Customer’s end to work through the warranty claims process and get the equipment back up and running. This is where a Howard’s optional service contract comes in, as a supplement to the manufacturer’s warranty, providing the Customer with the convenience of hands-on assistance and labor from the very beginning to the very end of the claims process. Our service contracts provide Howard Customers with confidence that their AV system will perform as intended with minimal disruptions and reduces the Customer’s out-of-pocket expenses at the time of the claim.

You have elected to purchase Howard’s **Standard Service Contract**. In the event a warranty issue arises with a covered product, Howard will, pursuant to the terms and conditions below, provide prompt on-site labor and expert assistance to you throughout the claims process, including initial troubleshooting and performance of diagnostic assessments, facilitating submission of the warranty claim to the manufacturer on your behalf, and uninstalling and/or reinstalling parts or products repaired or replaced by the manufacturer.

Terms and Conditions

1. This Standard Service Contract (this “Contract”), entered into between Howard and The City of LaVergne, a Municipal Corporation, covers the products identified in the Howard Quote # 1316169 – OPP – 020250 attached hereto (the “Covered Products”). Upon receipt of Customer’s payment in full of the agreed-upon price, Howard will, during the term of this Contract, perform the following services:

- a) Assist the Customer with troubleshooting and/or perform diagnostic assessments related to performance issues which may arise with respect to the Covered Products;
- b) In the event it is determined that a warranty claim should be submitted to the manufacturer for Covered Products, Howard will, on the Customer’s behalf, facilitate the submission claim to the manufacturer and will assist with communicating and working with the manufacturer throughout the process, including assistance with gathering and submitting information or documentation required by the manufacturer to process the claim;
- c) If the Customer’s claim is accepted by the manufacturer, Howard will uninstall or disassemble the warranted Covered Product as may be necessary and will also provide assistance in packaging such equipment for return, or pickup, per the manufacturer’s reasonable requirements in connection with the repair or replacement of such equipment under the terms of the manufacturer’s warranty;
- d) Then, upon the Customer’s receipt of repaired or replaced equipment from the manufacturer, Howard will handle the installation or re-installation of such parts or products.

2. The term of this Contract is one (1) year, beginning on the date of Howard’s installation of the Covered Products. Requests to extend the term of or renew this Contract beyond one year will be considered and negotiated on a case-by-case basis. If you are interested in extending the term, please contact your Howard representative to discuss available options.

3. This Contract is an agreement to provide labor to the Customer in the event a warranty issue arises on a Covered Product during the term hereof; it does not cover any costs of packaging or shipping materials, freight or delivery charges, related equipment or any other costs or expenses. Howard makes no representation or guarantee as to whether any manufacturer of a Covered Product will accept the Customer’s warranty claim or perform under its warranty or otherwise.

4. Every reasonable effort will be made to schedule the services described herein as soon as possible and no later than seven (7) business days from the date of the request, but exact response times may be subject to the availability of

Howard personnel. Customer must cooperate with and provide assistance to Howard personnel and access to Customer's facility as Howard may reasonably request for the purposes of performing the services.

5. This Contract is not a product warranty or an extension or upgrade of the manufacturer's product warranty. Howard does not warrant non-Howard branded products. Customer should refer to the manufacturer's warranty on the Covered Product for information about its coverage and terms, including Howard's standard Limited Warranty as to Howard branded products.

6. Howard warrants to the Customer that it shall perform the services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. In the event of a breach of the foregoing warranty, Howard will, in its sole discretion, either: (i) re-perform such services; or (ii) credit or refund the price of the services at the pro rata contract price. THE REMEDIES SET FORTH IN THE PRECEDING SENTENCE SHALL BE HOWARD'S ENTIRE LIABILITY FOR ANY BREACH OF THE SAID WARRANTY.

IN NO EVENT SHALL HOWARD BE LIABLE FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT HOWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL HOWARD'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO HOWARD FOR THIS CONTRACT.

7. The Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental entity on any amounts payable by the Customer hereunder.

8. Howard is an independent contractor, and nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture, employment or fiduciary relationship between the parties. All matters arising out of or relating to this Contract are governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule.

AGREED:

Customer (Name and Title)

Date



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 7, 2023

Item Title: Approve Grant Contract with the State of Tennessee Department of Safety and Homeland Security for the Provision of a Police Traffic Services Highway Safety Project.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Grant Contract

Summary:

This Grant contract is between the State of Tennessee Department of Safety and Homeland Security and the La Vergne Police Department.

Background Information:

The La Vergne Police Department has participated in this program for several years.

This will give the city funding to conduct operations to reduce speeding, aggressive driving, driving under the influence and non-seat belt usage for children and passengers.

Financial Summary:

The City will be reimbursed for up to \$25,000 to conduct these operations.

Staff Recommendation:

Staff recommends approval.

September 07, 2023

Re: Tennessee Highway Safety Office FFY 2024 Grant Award

Dear Highway Safety Partner,

We are excited to offer your agency an FFY 2024 grant award with the Tennessee Highway Safety Office (THSO). We look forward to working with you throughout the year and thank you for your shared commitment to highway safety.

With this partnership comes an important responsibility on the part of every grantee. Please be advised that funding has been approved for the receipt of the above referenced highway safety grant for the period of October 1, 2023 through September 30, 2024.

Effective with the fully signed contract, but no earlier than October 1, 2023, you may incur costs and expend funds for those specific purposes stated in the grant language governing this award. In keeping with usual practice, your allowable expenditures will be reimbursed for actual costs incurred after that date.

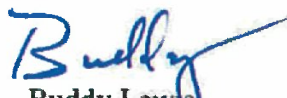
The following items are important and expected of all grantees:

1. Monthly/quarterly claims and status reports must be kept current and filed promptly through the TN Grants management system, www.thsogrants.org. Failure to report promptly may result in the cancellation of your grant.
2. All documents, papers, accounting records, and other such records pertaining to costs incurred and to such materials must be made available to the THSO upon request, with or without notice, at any time over the course of the grant period and for three years from the date of final audit disposition. Failure to follow these instructions may result in a requested reimbursement of grant monies to the THSO.
3. Grant records are subject to review and audit by the State of Tennessee, the National Highway Traffic Safety Administration, or any other authorized representative of the state or federal government at any time and without prior notification.
4. This agreement encompasses the time period specified in the contract. No continuation or extension of the project, express or implied, is provided for in the agreement.

5. Every grant **must** have a project director with subject matter expertise in the area of monitoring grants and providing timely, appropriate feedback. Please do not hesitate to reach out to your assigned THSO program manager; our staff is here to assist you.
6. Prior to any news releases or press conferences relative to this grant, you **must** submit a working copy of draft language to your assigned THSO program manager who will review with the THSO Public Information Officer. Further, any release of written material for the purpose of the grant, which also includes social media posts, brochures, etc. also **must** have prior written approval of the THSO, whether by letter or email.
7. **New for FFY 2024** - law enforcement overtime may include a small portion (up to 20%) of personnel funds for community engagement events. Please contact your assigned program manager for more information, including the THSO Community Engagement Activity overtime form.

If you have any questions, please do not hesitate to contact your assigned THSO program manager. Working together, we will make Tennessee roads safer for everyone.

Respectfully,

A handwritten signature in blue ink that reads "Buddy Lewis".

Buddy Lewis
Director



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date October 1, 2023	End Date September 30, 2024	Agency Tracking # Z24THS157	Edison ID 78563 (PT)
Grantee Legal Entity Name LaVergne Police Department			Edison Vendor ID 1520
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number - 20.600 Grantee's fiscal year end - June 30	
Service Caption (one line only) Community-Based Traffic Safety Enforcement and Education			
Funding —			
FY	State	Federal	TOTAL Grant Contract Amount
2024		\$25,000.00	\$25,000.00
TOTAL:		\$25,000.00	\$25,000.00
Grantee Selection Process Summary ☒ Competitive Selection ☐ Non-competitive Selection			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.	
Speed Chart (optional)	Account Code (optional) 71302000		

CPO USE - GG

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
LaVergne Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and LaVergne Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1520

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: Standardized Field Sobriety Testing (SFST), Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That it is encouraged to adopt and enforce, in accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including

policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- h. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- i. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- j. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- k. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).
- l. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- m. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- n. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.

- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. This Grant Contract document with any attachments.
- b. The Tennessee Highway Safety Office Grants Management Manual located at <http://tntrafficsafety.org/grant-management-manual>.
- c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSONGrants.org.

A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2023 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget

and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

- C.6. Budget Line-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C., payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be

construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair

compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office

Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, Tennessee 37243
 Telephone #: (615) 741-2589

The Grantee:

James Horton, Criminal Intelligence Analyst
 LaVergne Police Department
 5093 Murfreesboro Road
 LaVergne, Tennessee Tennessee 37086
 ehorton@lavernetn.gov
 Telephone # (615) 793-7744
 FAX # (615) 793-2393

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. § 12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal

offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in subsection b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of subsections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

LaVergne Police Department:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

GRANT BUDGET
Agency Name: LaVergne Police Department
Project Title: Community-Based Traffic Safety Enforcement and Education
The grant budget line-item amounts below shall be applicable only to expense incurred during the following
Applicable Period: BEGIN: 10/01/2023 END: 09/30/2024

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$25,000.00	\$0.00	\$25,000.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$25,000.00	\$0.00	\$25,000.00

1. Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Sub-recipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy3.pdf).
2. Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
	\$0.00
TOTAL	\$0.00

GRANT BUDGET LINE-ITEM DETAIL:

OTHER NON-PERSONNEL	AMOUNT
	\$0.00
TOTAL	\$0.00

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
	\$0.00
TOTAL	\$0.00

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	LaVergne Police Department
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	69A37523300004020TN0
Federal award date	10/01/2023
Subaward Period of Performance Start and End Date	10/01/2023 - 09/30/2024
Subaward Budget Period Start and End Date	10/01/2023 - 09/30/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.600, State and Community Highway Safety
Grant contract's begin date	10/01/2023
Grant contract's end date	09/30/2024
Amount of federal funds obligated by this grant contract	\$25,000.00
Total amount of federal funds obligated to the subrecipient	\$25,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$7,971,702.69
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	State and Community Highway Safety
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 7, 2023

Item Title: Approve Grant Contract with the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives for the La Vergne Public Library Technology Grant.

Department: Library

Presented By: Donna Bebout

Item Attachments: 1. Tech Grant - La Vergne

Summary:

This is a Technology Grant awarded through the Institute of Museum and Library Services to purchase 15 computers and monitors for the staff desks.

Background Information:

The Library Services and Technology Act (LSTA) supports libraries in their goal to position Tennessee residents to gain information resources needed to be successful in school, work and in their daily lives. This Technology Grant assists the library in completing the process of replacing all library staff computers. The current 2023 / 2024 budget reflects the needed amount of \$7,555.00 for this 50 / 50 match grant.

Financial Summary:

The Technology Grant award is \$7,555.00.

Staff Recommendation:

Staff recommends approval

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF THE SECRETARY OF STATE,
TENNESSEE STATE LIBRARY AND ARCHIVES
AND
LA VERGNE PUBLIC LIBRARY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee La Vergne Public Library, hereinafter referred to as the "Grantee," is for the provision of grant funds to public libraries to purchase computers, software, networking hardware, and peripheral and mobile devices for use by library patrons and staff, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1520

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee will use funds to purchase computers for use by library patrons and staff; library management software for increased efficiency in access to library collections and services; networking hardware; mobile devices; peripheral devices; software for library use; and/or other technological items and supplies to enhance the use of technology services available at the public library.
- A.3. The Grantee will follow the Minimum Specifications guidelines when purchasing desktop computers and laptops for a Windows environment. Desktop computer purchases will meet or exceed the minimum requirements as follows: Windows 10 Professional Edition, Intel Core i5-12500 or equivalent processor, 8 GB memory, 256 GB hard drive, 3 year on-site or ship back warranty. Laptop computer purchases will meet or exceed the minimum requirements as follows: Windows 10 Professional Edition, Intel i5-1235U processor or equivalent, 8GB hard drive, 256 GB hard drive, 4 year on-site or ship back warranty.
- A.4. The Grantee will follow the grant guidelines when purchasing computer and peripheral hardware for an Apple environment. iMac M1 chip, Mac Pro 7 cores, or Mac Mini desktop computers and MacBook Pro or MacBook Air laptop purchases will meet or exceed the minimum requirements as listed at <http://apple.com/store>.
- A.5. The Grantee will use computer devices and/or software purchased with grant funds to offer additional services to library patrons or to increase the efficiency of current services.
- A.6. The Grantee agrees to maintain adequate funding for the proper maintenance and support for hardware purchased with grant funds.
- A.7. The Grantee agrees to allow onsite visits by Tennessee State Library and Archives personnel to monitor use of grant funds.
- A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on October 1, 2023 ("Effective Date") and ending on April 30, 2024, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Seven Thousand Five Hundred Fifty-Five Dollars (\$7555.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee State Library and Archives
 Attn: Jennifer Cowan-Henderson, Director of Planning and Development
 1001 Rep John Lewis Way N.
 Nashville, TN 37219

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Office of the Secretary of State, Tennessee State Library and Archives.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and

receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).

- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Jennifer Cowan-Henderson, Director of Planning and Development
Tennessee State Library and Archives
1001 Rep John Lewis Way N.
Nashville, TN 37219
Jennifer.Cowan-Henderson@tn.gov
Telephone # 615-741-1923
FAX # 615-532-9904

The Grantee:

Donna Bebout, Library Director
La Vergne Public Library
5063 Murfreesboro Road
La Vergne, TN 37086
dbebout@laveragnetn.gov
Telephone # 615-793-7303

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the

State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and

final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract

(including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee’s representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee’s performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget’s Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the

confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.3. Drug-Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.5. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:
 - a. Provide name and contact information of Grantee's Title VI Coordinator to State.
 - b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
 - c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
 - d. Annually complete and submit a Title VI self-survey as supplied by State.
 - e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

IN WITNESS WHEREOF,

LA VERGNE PUBLIC LIBRARY:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE STATE LIBRARY AND ARCHIVES:

JAMIE RITTER, STATE LIBRARIAN AND ARCHIVIST

DATE

OFFICE OF THE SECRETARY OF STATE:

TRE HARGETT, SECRETARY OF STATE

DATE

JWR

ATTACHMENT ONE

GRANT BUDGET				
La Vergne Public Library				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: 10/01/2023		END: 04/30/2024		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	7555.00	7555.00	15110.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
25	GRAND TOTAL	7555.00	7555.00	15110.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	C989JJACBLZ6
Subrecipient's Unique Entity Identifier (SAM)	City of La Vergne
Federal Award Identification Number (FAIN)	LS-253654-OLS-23
Federal award date	02/09/2023
Subaward Period of Performance Start and End Date	10/01/2023 – 04/30/2024
Subaward Budget Period Start and End Date	10/01/2023 – 04/30/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	45.310 State Library Program
Grant contract's begin date	10/01/2023
Grant contract's end date	04/30/2024
Amount of federal funds obligated by this grant contract	\$7555.00
Total amount of federal funds obligated to the subrecipient	\$7,555.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$3,692,869.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	The Tennessee State Library and Archives will use funds to support the goals of their Five-Year Plan for FY 2023-2027, which reflect the purposes and priorities of the Library Services and Technology Act (LSTA). Specific goals position all Tennessee residents to: 1) Have the reading skills, information resources, and library services needed to succeed in school, at work, and in their daily lives; 2) Be able to locate and access library and information resources that are relevant to their lives through the provision of traditional reading materials, non-print media, online and downloadable resources, and electronic networks; and 3) Benefit from enhanced library and information services because library staff members have the knowledge, skills, and competencies needed to offer high-quality 21st century library services.
Name of federal awarding agency	Institute of Museum and Library Services
Name and contact information for the federal awarding official	Dennis Nangle 202-653-4661 dnangle@imls.gov
Name of pass-through entity	Tennessee State Library & Archives

Name and contact information for the pass-through entity awarding official	Jennifer Cowan-Henderson 615-741-1923 Jennifer.Cowan-Henderson@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 7, 2023

Item Title: Approve Railroad Contract Agreement Between TDOT, CSX Transportation, Inc., the Town of Smyrna, and the City of La Vergne, to jointly negotiate with CSX for the Jefferson Pike Intersection.

Department: Engineering

Presented By: Gary Lide

Item Attachments:

1. PIN # 126006.00 - RR1579 Packet
2. PIN 126006.00; SR-1 Rutherford Co. 9-16-2020- Signed

Summary:

This is an agreement to approve a Railroad Agreement with TDOT and CSX for pavement markings and signs on Jefferson Pike within the vicinity of the CSX Railroad corridor.

Background Information:

This project involves pavement markings and signs on Jefferson Pike within the vicinity of the CSX corridor. This work is being completed in connection with safety improvements near Jefferson Pike and SR-266 (Sam Ridley Parkway). The documents and plans are attached.

Financial Summary:

The cost of this work will be paid by TDOT.

Staff Recommendation:

Staff recommends approval.

Agreement No: 1579

State Proj : 75002-3290-94

Federal Proj : HSIP-1(378)



RAILROAD AGREEMENT

THIS AGREEMENT is made and entered into by, and between the **State of Tennessee** acting through its Department of Transportation (hereinafter referred to as "TDOT"), **CSX Transportation, Inc** (hereinafter referred to as the "Railroad"), and **City of La Vergne** (hereinafter referred to as "The **City**").

WITNESSETH:

WHEREAS, TDOT plans to undertake Project Pin Number: 126006.00 described as **Miscellaneous Safety Improvements From near Jefferson Pike to near SR-266 (Sam Ridley Parkway)** at Mile Post 00J 0018.400 (DOT#: 349235D) near **La Vergne** in **Rutherford** County, Tennessee (hereinafter referred to as the "Highway Project"); and

WHEREAS, TDOT agrees to cooperate with the **City** and the Railroad in constructing the Highway Project, and to assume ownership and the responsibility to maintain the Highway Project; and

WHEREAS, the Railroad agrees to cooperate with TDOT and the **City** in the construction and maintenance of the Highway Project; and

WHEREAS, the **City** agrees to cooperate with TDOT and the Railroad in the construction and maintenance of the Highway Project; and

WHEREAS, the Railroad is eligible for reimbursement for accommodating the Highway Project under 23 CFR, Subparts 140I and 646B, which are incorporated herein by reference; and

WHEREAS, for the Highway Project, in accordance with the preliminary engineering authorization fully executed by the parties on **February 24, 2023**, the Railroad has reviewed TDOT's Highway Project plans and prepared Railroad plans, specifications, and estimate of costs of equipment, material, and labor as required for the Railroad to accommodate construction of the Highway Project (hereinafter referred to as the "Railroad Engineering Services"); and

WHEREAS, the Railroad will be required to perform flagging and inspection services and other work to accommodate construction of the Highway Project in accordance with the Railroad's plans, specifications, and estimate of costs of equipment, material, and labor as approved by TDOT (hereinafter referred to as "Railroad Construction Phase Services"); and

WHEREAS, the Railroad Engineering Services and the Railroad Construction Phase Services shall hereinafter collectively be referred to as the "Railroad Services"; and

WHEREAS, for the Railroad Services, the Railroad has provided its estimate of costs, hereinafter referred to as the Force Account Estimate ("FAE"), dated **August 9, 2023**, which estimate is in the amount of **\$25,000.00**;

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, the parties agree to provide for the services necessary for the construction and maintenance of the Highway Project under the following terms and conditions:

1. The Railroad shall perform the Railroad Services provided for in this Agreement as provided in 23 CFR, Subpart 646B.
2. TDOT has approved the FAE dated **August 22, 2023**, which is attached hereto as **Exhibit A** and incorporated herein by reference and which separately lists the Railroad's estimated costs for Railroad Engineering Services and for Railroad Construction Phase Services. The Railroad's estimated costs for Railroad Engineering Services shown in the FAE include those costs incurred from and after the preliminary engineering authorization fully executed by the parties on **February 24, 2023**.
3. TDOT agrees to undertake the Highway Project in accordance with:
 - (a) Any required Special Provisions for Protection of Railway Interest (hereinafter referred to as the "Special Provisions") approved by the parties, which shall be attached hereto and incorporated herein as the next numbered Exhibit if applicable; and
 - (b) TDOT's plans for the above-referenced Highway Project (hereinafter referred to as the "Highway Plans") have been approved by the Railroad dated **August 2, 2023**. The approved Highway Plans may be subsequently supplemented or modified by TDOT, in which event they will be reviewed and approved by Railroad under the process described in subsection 3(c) or subsection 3(d).
 - (c) Should TDOT revise the approved Highway Plans in the ordinary course of business after the approval date indicated in subsection 3(b), TDOT agrees to forward such revised Highway Plans to the appropriate engineering officer of Railroad by email, by mail, or by reputable overnight courier service. Railroad agrees to notify TDOT by email, by mail, or by reputable overnight courier service within sixty (60) days after Railroad's receipt of the revised Highway Plans if Railroad has any objections to these plans or if Railroad approves the revised Highway Plans. In order to prevent delay of the Highway Project, the Railroad agrees to use its reasonable best efforts to review and approve any revised Highway Plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of any revised Highway Plans.
 - (d) If unforeseen events or unexpected conditions indicate an emergency need to revise the Highway Plans, TDOT agrees to forward such revised Highway Plans to the appropriate engineering office of Railroad by email, by

mail, or by reputable overnight courier service. The Railroad agrees to use its reasonable best efforts to review and approve, or identify its objections to such revised Highway Plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of such revised Highway Plans.

- (e) Railroad agrees that construction of the Highway Project in accordance with Highway Plans approved by the Railroad, including any approved revisions, shall not be construed as creating any conflict with or causing any damage to the Railroad's facilities or operations.
- 4. (a) The Railroad agrees to perform the Railroad Services in accordance with its estimate of cost, plans and specifications, as approved by TDOT, which shall be incorporated into this Agreement as described herein, and as otherwise contemplated by this Agreement.
(b) Any change in the Railroad's approved estimate of cost, plans or specifications shall require the prior written approval of TDOT. TDOT agrees to review and, if acceptable, approve such requests for change in a timely manner, and TDOT agrees to cooperate with the Railroad to resolve, if possible, any objections TDOT may have to such requested changes in the Agreement.
- 5. The Railroad shall be reimbursed for its actual eligible costs up to the amounts listed in the FAE for Railroad Engineering Services and for Railroad Construction Phase Services. In the event that the parties agree that proposed Railroad costs above the amount(s) shown in the approved FAE are justified, the parties shall execute a supplement to this Agreement to incorporate a revised FAE. Upon full execution of such supplement, the Railroad then may incur additional costs in accordance with the FAE. In no event shall Railroad be eligible for reimbursement of ineligible costs or of costs not actually incurred.
- 6. (a) The Railroad agrees that it will perform the Railroad Construction Phase Services by one of the following methods (mark the appropriate space and describe as required):
 - _____ By force account (provided that the Railroad is qualified to perform the work with its own forces and equipment in a satisfactory and timely manner)
 - _____ By contract awarded to the lowest qualified bidder based on appropriate solicitation
 - _____ By use of an existing continuing contract (provided that the costs are reasonable)
 - X By combination of the above, or otherwise as authorized in 23 CFR, Subpart 646B as described below:
 - By force account (provided that the Railroad is qualified to perform the work with its own forces and equipment in a satisfactory and timely manner)
 - By use of an existing continuing contract (provided that the costs are reasonable)
- (b) Whenever the Railroad elects to perform the Railroad Construction Phase Services by award of a contract, it shall submit the same to TDOT for prior approval, which approval shall not be unreasonably withheld. TDOT

may not be required to reimburse the Railroad for its obligation under any contract that has not received the advance written approval of TDOT.

- (c) The Railroad shall not release or make available any memoranda or other information concerning the estimated cost of the Railroad Construction Phase Services to anyone other than TDOT. The Railroad hereby agrees, warrants and assures that the estimated cost information is confidential, and that it will not directly or indirectly disclose said estimated cost information to potential bidders.
- (d) Neither the Railroad nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Railroad Construction Phase Services to be performed under a contract to be awarded by the Railroad. The Railroad further agrees that no employee, officer, or agent of the Railroad shall participate in the selection, or in the award or administration of a contract for the performance of any part of the Railroad Construction Phase Services if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, or any member of his or her immediate family, or his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for award of a contract to perform the Railroad Construction Phase Services for this Highway Project. Neither the Railroad nor any affiliate, subsidiary, employee, officer, or agent of the Railroad shall solicit or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.
- (e) The Railroad must request in writing and receive TDOT's written approval prior to any revision in the method of performing the Railroad Construction Phase Services, which approval shall not be unreasonably withheld. Failure to do so may result in the loss of TDOT participation in payment for the cost of the Railroad Construction Phase Services.
- (f) The Railroad agrees to comply with all current, applicable provisions of the Buy America requirements established under 23 USC § 313 and 23 CFR § 635.410. In accordance with guidance provided by the Federal Highway Administration, the Railroad agrees that all products used in the Railroad's adjustment work that are manufactured of steel or iron –shall be manufactured in the United States, or shall comply with an exception allowable under 23 USC § 313 and 23 CFR § 635.410. For the purposes of applying this Buy America requirement and determining whether a product is a steel or iron manufactured product, the job site includes any sites where precast concrete products that are incorporated into the Railroad's adjustment work are manufactured. TDOT agrees that Railroad may rely on certifications provided by suppliers in connection with compliance with this paragraph.

7. TDOT or its contractor shall notify the Railroad in writing at least ten (10) days in advance of beginning construction of the Highway Project on any part of the Railroad's rights-of-way, as provided in the Special Provisions.

8. TDOT shall require its contractor to carry a performance bond in the full amount of the contract price, guaranteeing the satisfactory completion of the Highway Project covered by the Agreement. In addition, TDOT shall require the contractor to carry each of the following types of insurance, as provided in 23 CFR, Subpart 646A, and as may be further specified in the Special Provisions:
 - (a) Contractor's public liability and property damage insurance, and
 - (b) Railroad's protective public liability and property damage liability insurance, and
 - (c) Workmen's compensation and employer's liability insurance.
9. The Railroad shall have the right during construction to inspect the Highway Project for inconsistencies with the Highway Plans, as revised if applicable, and such further rights to inspect as may be specified in the Special Provisions. The Railroad shall immediately notify TDOT of any such inconsistencies.
10. For the portion(s) of the Highway Project involving Crossing(s) **DOT# 349235D**, the provisions of this subsection shall apply. The Railroad, to the extent that its present rights, titles, and interest permit or enable it to do so and without warranty, hereby acknowledges and agrees that the City shall be allowed to construct the Highway Project in accordance with the Highway Plans approved by Railroad in the manner outlined in Section 3 and the said Special Provisions described in Section 3(a) of this Agreement, and that the City shall be allowed to maintain the completed Highway Project, subject to the following conditions:
 - i. As shown on the Highway Plans, access to the area designated as "construction access" is agreed to for the purpose of demolition and construction and shall terminate upon completion of the Highway Project construction. As shown on the Highway Plans, the area designated as "crossing agreement" is the area needed to accommodate the operation, inspection, and maintenance of the highway, including a maintenance area fifteen feet (15') outside the edge of pavement, subject to such requirements to protect the Railroad's rail operations and maintenance as the parties shall reasonably agree.
 - ii. The Railroad shall continue to own all right, title and interest in its rail operation facilities. Railroad shall also reserve all rights in the facilities or properties that Railroad owns or possesses at any time prior the commencement of the Highway Project including without limitation advertising signboards and communication facilities.
 - iii. The Railroad agrees to notify the City before undertaking any maintenance work within the "crossing agreement" area where such maintenance work interferes with or creates a hazard or potential hazard to the use or maintenance of the highway for transportation purposes. Furthermore, the Railroad agrees to submit plans to the City for its review and approval before constructing any fixed installation over the highway, and before constructing any fixed installation within eight feet (8') of the underside of the highway overpass or within fifteen feet (15') of its outside edges. The Railroad further agrees that it shall coordinate any such maintenance work or construction activity with the City.

- iv. The City agrees to notify the Railroad before undertaking any inspection or maintenance work within the “crossing agreement” area, including any activities within twenty-five feet (25') on either side of the centerline of the tracks or activities which may create a hazard, cause debris, or impede railroad operations, maintenance or safety. The City shall not commence such work until Railroad has approved the plans, and the Railroad agrees to use its reasonable best efforts to review and approve such plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of such plans. The City shall be responsible for reasonable costs, including but not limited to, engineering review, Railroad flagging and specified safety requirements, incurred by the Railroad as a result of the City's work.
- v. Legal title and ownership in the bridge and approaches and any other structure erected as a part of the Highway Project shall be held by the City, and the City agrees that it shall have the legal and financial responsibility for maintaining the Highway Project upon its completion.

11. This Agreement is a covered transaction for the purposes of 2 CFR Part 1200.220 and 2 CFR Part 180.200. As such Railroad is required to verify that for anything done under this Agreement that neither it, nor its principals (as defined at 2 CFR 180.995) or affiliates (as defined at 2 CFR 180.905) is excluded (as defined at 2 CFR 180.940) or disqualified (as defined at 2 CFR 180.935). Railroad, pursuant to 2 CFR 180.330(a)-(b), must also include a term or condition in lower-tier transactions related to this Agreement requiring lower-tier participants to comply with requirements in subpart 2 CFR subpart C to each person with whom the lower-tier participant enters into a covered transaction at the next lowest tier. Subpart C of 2 CFR 180 requirements are (Railroad and lower-tier participants must comply):

- (a) Verification. Railroad and all lower-tier participants must verify that the person with whom the Railroad or the lower-tier participant intends to do business with is not excluded, pursuant to the definition set forth in 2 CFR 180.940, or disqualified, pursuant to the definition set forth in 2 CFR 180.935. Railroad and all lower-tier participants may do this by either (i) checking out the Excluded Parties List System (EPLS), found at <http://epls.aret.gov> or <http://www.epls.gov>, or (ii) collecting the certification form from the lower-tier participant, or (iii) adding a clause or condition to the covered transaction with that lower-tier participant. The Railroad certification form and lower-tier participant certification form referred to herein is attached hereto as **Exhibit C**.
- (b) Disclosing Information. Railroad and all lower-tier participants, before or after entering into a covered transaction, must notify the higher-tiered participant if they are presently excluded or disqualified, or any of their principals are excluded or disqualified, pursuant to 2 CFR 180.355 and 2 CFR 180.365.

12. Subject to the provisions of this paragraph and as otherwise provided in this Agreement, TDOT agrees to reimburse the Railroad for the cost of the Railroad Services as follows:

- (a) TDOT shall reimburse the Railroad for such direct and indirect costs as are allowable under the current provisions of 23 CFR, Subparts 140I and 646B. Any claim for costs that would be ineligible for Federal

reimbursement under 23 CFR 646B on a federal-aid project shall be ineligible for reimbursement by TDOT on this Highway Project whether it is or is not a federal aid-project.

- (b) The Railroad shall develop and record Railroad Services costs in a manner consistent with the current provisions of 23 CFR, Subparts 140I and 646B as of the effective date of this Agreement, and as approved by TDOT.
- (c) The Railroad shall submit all requests for payment by invoice, in form and substance acceptable to TDOT and with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Agreement to date.
- (d) The Railroad may submit invoices for interim payments during the progress of the Railroad Services; provided, however, that such interim payments for Railroad Construction Phase Services may be approved only up to a maximum of eighty percent (80%) of the approved estimate of reimbursable costs for the Railroad Construction Phase Services, and any remaining reimbursable Railroad Construction Phase Services costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.
- (e) TDOT shall, unless it has good faith and reasonable objections to the Railroad's invoice for interim payment, use its best efforts to issue payment based on the Railroad's invoice within forty-five (45) days after receipt. If, however, TDOT has good faith and reasonable objections to the Railroad's invoice(s) or any part thereof, TDOT shall specifically identify those objections in writing to the Railroad so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, TDOT shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the Railroad. All other reimbursable cost items set out in the Railroad's invoice shall be paid by TDOT.
- (f) Subject to the Railroad's right to bill on an interim basis as described above, the Railroad shall by invoice provide one final and complete billing of all costs incurred, or of the agreed-to lump sum, within one (1) year following the completion of the Railroad Services in their entirety. Otherwise, any previous payments to the Railroad may be considered final, and the Railroad may be deemed to have waived any claim for additional payments, except as TDOT and the Railroad may have agreed otherwise in writing before the end of that year.
- (g) The Railroad's invoice(s) shall be subject to reduction for amounts in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, not to constitute allowable costs. The payment of an invoice shall not prejudice TDOT's right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.

13. TDOT shall have the right to inspect the Railroad Construction Phase Services and to confirm the financial information made available by the Railroad to TDOT in support of the Railroad's invoiced amounts. Any costs billed by the Railroad that cannot be verified by the TDOT Project Supervisor's records will not be reimbursed.
14. The Railroad agrees that its cost records will be subject to inspection at any reasonable time by representatives of TDOT before or after final payment for reimbursable work. In event any costs are determined not to be allowable under provisions of this Agreement, the Railroad agrees to repay TDOT such amount of ineligible costs included within payments made by TDOT.
15. The Railroad shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the Railroad, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years after final payment has been received by the Railroad and shall be subject to audit at any reasonable time and upon reasonable notice by TDOT, the State Comptroller of the Treasury, or the Federal Highway Administration, or their duly appointed representatives, during this three year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.
16. This Agreement is subject to the appropriation and availability of TDOT funds. In the event that the funds are not appropriated or are otherwise unavailable, TDOT reserves the right to terminate this Agreement upon written notice to the parties. Said termination shall not be deemed a breach of this Agreement by TDOT. Upon receipt of the written notice, the Railroad shall cease all work associated with the Agreement, except as may be reasonably necessary to return the Railroad's facilities to safe operation. Should such an event occur, the Railroad shall be entitled to compensation for all costs reimbursable under 23 CFR, Subpart 646B (in accordance with paragraph 12 of this Agreement) for work completed as of the termination date or in accordance with this provision. Upon termination, the Railroad shall have no right to recover from TDOT any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
17. TDOT shall have no liability except as specifically provided in this Agreement.
18. This Agreement may be modified only by a written amendment executed by the parties hereto.
19. Failure by any party to this Agreement to insist in any one or more cases upon strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
20. The Railroad hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Railroad on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The Railroad shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

21. The Railroad agrees to comply with all applicable federal and state laws and regulations in performing any of its obligations under this Agreement. The parties agree that failure of the Railroad to comply with this provision shall constitute a material breach of this Agreement, and subject the Railroad to the repayment of all State funds expended, or expenses incurred, under this Agreement.
22. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns. Time is of the essence of this Agreement.
23. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Railroad acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
24. If any terms, covenants, conditions or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions, and provisions hereof shall not be affected thereby, and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
25. Subject to the provisions and limitations of Tennessee Code Annotated in Title 9, Chapter 8, Parts 3 and 4, TDOT shall defend and, if found liable, be responsible for paying damages arising from all claims, suits, liabilities and judgments for personal injuries or damage to property, caused by any activities conducted by TDOT in connection with the Highway Project, excepting any such injury, damage or loss caused by the Railroad's negligence or intentional wrongful misconduct in the performance of the Railroad services or otherwise.
26. The parties each acknowledges that the terms, covenants, conditions and provisions of this Agreement have been negotiated between and jointly authored by the parties hereto, and in consequence of this joint authorship, the parties agree that no term, covenant, condition or provision hereunder shall be construed more strictly against one party or the other hereto.
27. The parties agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing, and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

To TDOT:

Tennessee Department of Transportation
Attention: Jay Lanius, State Railroad Coordinator
Suite 600, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0329
Facsimile Number: (615) 253-1106

With a copy if requested by TDOT to:

Mr. John H. Reinbold, Office of General Counsel
Suite 300, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0326
Facsimile Number: (615) 532-5988

To the Railroad:

Todd Allton, Public Projects
CSX Transportation, Inc.
1590 Marietta Boulevard, N.W.
Atlanta, Georgia 30318

With a copy if requested by Railroad to:

Amy Henry
Crouch Engineering
2005 W US 27
P.O. Box 3673
Clewiston, Florida 33440

To the City:

Mayor Jason Cole
5093 Murfreesboro Rd
La Vergne, TN 37086
jcole@laverghnetn.gov

IN WITNESS WHEREOF, the parties have executed this Agreement.

CSX TRANSPORTATION, INC:

BY: C.T. Allton

TITLE: Project Manager

DATE: 9/29/23

STATE OF TENNESSEE

DEPARTMENT OF TRANSPORTATION:

BY: _____

Howard H. Eley, Deputy Governor &
Commissioner of Transportation

DATE: _____

APPROVED AS TO FORM:

BY: [Signature]

DATE: 09/29/2023

APPROVED AS TO FORM:

BY: _____

DATE: _____

CITY OF LA VERGNE:

BY: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____

DATE: _____

EXHIBIT A

ACCT. CODE : 709 - TN0890

Form Revision
04/20/23

ESTIMATE SUBJECT TO REVISION AFTER:

8/8/2024

DOT NO.: 877528M,
349235DCITY: Smyrna,
La Vergne

COUNTY: Rutherford

STATE: TN

DESCRIPTION: Smyrna & La Vergne, Rutherford County, TN - Miscellaneous Safety Improvements on SR-1/US 41 at DOT
877528M Under CSXT & 349235D Over CSXT, Nashville Zone, Chattanooga Subdivision, MP# 00J
0018.940, 00J 0018.400.

ZONE: Nashville

SUB-DIV: Chattanooga

MILE POST: 00J 0018.940,
00J 0018.400

AGENCY PROJECT NUMBER: 126006.00

PRELIMINARY ENGINEERING:

212	Contracted & Administrative Engineering Services - Crouch Engineering	\$	9,700
212	Contracted & Administrative Engineering Services - CSXT Real Estate Research Fee	\$	3,500
212	Contracted & Administrative Engineering Services - CSXT Admin	\$	1,000
	Subtotal	\$	14,200

CONSTRUCTION ENGINEERING/INSPECTION:

212	Contracted & Administrative Engineering Services - Crouch Engineering	\$	8,172
212	Contracted & Administrative Engineering Services - CSXT Admin	\$	1,000
	Subtotal	\$	9,172

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)	0	Days @	\$ 350.00	\$	-
50	Labor (Foreman/Inspector)	1	Days @	\$ 504.00	\$	504
70	Additive	182.00%	(Transportation Department)		\$	-
50	Additive	223.00%	(Engineering Department)		\$	1,124
	Subtotal				\$	1,628

SIGNAL & COMMUNICATIONS WORK:

\$ -

TRACK WORK:

\$ -

PROJECT SUBTOTAL:

\$ 25,000

900 **CONTINGENCIES:** 0.00%

\$ -

PROJECT TOTAL:

***** \$ 25,000

CURRENT AUTHORIZED BUDGET:

***** \$ 15,830

TOTAL SUPPLEMENT REQUESTED:

***** \$ 9,170

DIVISION OF COST:

Agency	100.00%	\$	25,000
Railroad	0.00%	\$	-
		\$	25,000

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: M Moawad, Crouch Engineering

Approved by: CTA

CSXT Public Project Group

DATE: 08/09/23

REVISED:

DATE: 08/15/23

APPROVED

By Eric Flora, P.E. at 12:29 pm, Aug 22, 2023

EXHIBIT B

STATE

OF

TENNESSEE

SPECIAL PROVISIONS RELATIVE TO PROTECTION OF RAILROAD PROPERTY, RAILROAD FLAGGING, AND INSURANCE REQUIREMENTS

Project Information: PIN 126006.00; Safety – Miscellaneous Safety Improvements – SR-1 (US-41); From near Jefferson Pike to near SR-266 (Sam Ridley Parkway) in Smyrna; Railroad Undergrade; CSXT Railroad Crossing (DOT#'s 349235D & 877528M); Fed. Proj. No.(s): HSIP-1(378); in Region 3; CSXT OP#: TN0890.

Tennessee Project Number(s): Preliminary Engineering 75002-1290-94
Right-of-Way 75002-2290-94
Construction 75002-3290-94

County: Rutherford

Railroad Company: CSX Transportation, Inc. (CSXT)
P.O. Box 45052
Jacksonville, FL 32232-5052

AUTHORITY OF CSXT ENGINEER:

The authorized representative of the railroad, hereinafter referred to as CSXT Engineer, shall have final authority in all questions affecting his railroad operations, and the contractor must be governed accordingly.

All engineering correspondence, scheduling of work, and request for pre-construction representation shall be addressed to the CSX Transportation, Inc. **Project Manager contact (See sheet number 7 for name and address).**

PRECONSTRUCTION MEETING:

A preconstruction meeting will be scheduled by Department personnel prior to the Department's contractor starting work. The Department shall notify CSXT when the preconstruction meeting is scheduled so that a CSXT representative may attend. The Department will document the notification requesting CSXT attendance in the project file.

CSXT SCHEDULE I

The Department's contractor shall execute a CSXT Schedule I agreement prior to starting work.

INTERFERENCE WITH RAILROAD OPERATIONS:

The Department or its contractor shall so arrange and conduct their work that there will be no interference with railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the railroad, or to wires or other facilities of the tenants on the rights-of-way of the railroad.

The use of any scaffolding or other temporary framework that effects horizontal or vertical clearance must first be approved by the railroad CSXT Engineer and in no case exceed the approved clearances.

If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, the Department or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of the Department or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

DAMAGE TO RAILROAD PROPERTY:

Should any damage occur to railroad property as a result of the contractor's unauthorized or negligent operations, and the railroad superintendent deems it necessary to repair such damage or perform any work for the protection of its property, the required materials, labor and equipment shall be furnished by the railroad and the contractor shall reimburse it for the costs incurred.

TEMPORARY GRADE CROSSINGS:

If the contractor desires access across railroad's right-of-way and tracks at other than an existing and open public road crossing in or incident to construction of the project, the railroad may permit such contractor access across said right-of-way and tracks at such location as shall be mutually agreed upon by CSXT and contractor, provided contractor first executes a license agreement satisfactory to the railroad and agrees to bear all costs and liabilities related to such access, including reimburse the railroad for the flagmen expenses, cost of providing and removing any temporary grade crossing, and other costs which CSXT deems necessary for protection of its property and operations. Contractor shall at no time cross the railroad's right-of-way or tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be established pursuant to this subsection.

WATCHMEN:

The railroad shall have the right to assign a watchman to the site of the project to perform inspection services for protection of its railroad operations, whenever, in the opinion of CSXT, such inspection may be necessary to prevent interference with railroad operations, such as but not necessarily limited to obstruction of track clearances and roadbed drainage, foreign substances on or adjacent to the rails and disturbance of surface and alignment of track, but such inspection shall not relieve the contractor from liability. The cost incurred by the railroad for furnishing a watchman to perform such inspection services will be reimbursed by TDOT.

FLAGGING SERVICES:

Any flagging service required, when in the opinion of CSXT that such service is necessary for the safety of its operations because of work being performed by the contractor or in connection therewith, will be provided by the railroad. The requirements of the railroad are as follows:

The services of two flagmen whenever the contractor's men or equipment are, or are liable to be, working within the specified track clearances, or over the tracks, or when work has disturbed the surface and alignment of any operated track to such extent that movement of trains should be controlled by flagging.

The Department or contractor shall give a minimum of thirty (30) days advance notice to CSXT for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90 days to obtain this flagging service, and CSXT shall not be liable for the cost of delays attributable to obtaining this flagging service.

The Department will reimburse the Railroad directly for all costs incurred for flagging services by railroad personnel. The Railroad has officially allotted 1 flagging days to the Contractor for the above-described project. In the event that flagging services are required in excess of the officially allotted days, the Department will reimburse the Railroad for the additional cost of flagging services and such costs deducted from monies due the Contractor. No adjustments will be made to costs of flagging services that are required in excess of the allotted days. These additional flagging costs assessed against the Contractor will be made under the following item:

105-03

Railroad Flagging (Deduct)

Dollar

The payment of flagging services will be based on invoices received from the Railroad. The Engineer shall sign the invoice in order to verify the flagging service performed by the Railroad.

Estimated flagging rate for this contract is \$504.00 per day per flagman based on a twelve (12) hour workday.

Overtime rate over 16 hours = 2.0 x regular hourly rate over 16 hours.

Holiday rate = 1.5 x regular hourly rate up to 16 hours and = 2.0 x regular hourly rate over 16 hours.

In addition to the above rate there will be an additive of 223.0% of direct labor for vacation, holiday, sickness, pension, administration, etc.

Minimum + hours per call out is eight (8) hours and notification to start or to terminate flagman must be given at least five (5) days in advance or else contractor might be billed for flagman whether he is working or not working.

The Contractor and Department will review and sign the Railroad flagman's time sheet attesting that the flagman was present during the time recorded. Flagmen may be removed by Railroad if form is not signed. If flagman is removed, the Contractor will not be allowed to re-enter the Railroad right-of-way until the issue is resolved. Any complaints concerning flagman or flagmen must be resolved in a timely manner. If need for flagman or flagmen is questioned, please contact CSX Transportation, Inc. **Flag Request Contact. (See sheet number 7 for name and address).** All verbal complaints must be confirmed in writing by the Contractor within 5 working days with copy to the Highway Engineer. All written correspondence should be addressed to CSX Transportation, Inc. **Project Manager contact (See sheet number 7 for name and address).**

The Railroad flagman assigned to the project will be responsible for notifying the State Project Supervisor upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The State Project Supervisor will document such notification in the project records. When requested, the State Project Supervisor will also sign the flagman's diary showing daily time spent and activity at the project site.

Upon completion of all work within the Railroad right-of-way, the State Project Supervisor shall notify the Railroad for final inspection of this work. The Department shall give the Railroad 120 calendar days from the date of the on-site final inspection, in which the work is accepted by the Department and the Railroad, to submit all invoices for which flagging services are to be reimbursed. Department will not be liable for any payment of flagging charges received after 120 calendar days.

USE OF EXPLOSIVES:

Explosives shall not be used on or adjacent to any track or other railroad property without the prior written approval of CSXT, but such approval will not relieve the contractor from any liability. If the use of the explosives are permitted, the blasting shall be done with light charges under supervision of a responsible employee of the Department or contractor. No blasting shall be done without the presence of an authorized representative of CSXT. At least thirty (30) business days advance notice to either the CSXT Construction Manager contact or the CSXT Roadmaster is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require. Every precaution shall be taken to avoid damage to property, injury to persons and interruption of railroad operations. Electronic detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios. Blasting shall be discontinued immediately on notice from CSXT that it is too hazardous.

The Department or contractor must have at the Project Site adequate equipment, labor and materials, and allow sufficient time to (i) clean up (at the Department's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at the Department's expense) any track misalignment or other damage to CSXT's property resulting from blasting, as directed by CSXT

Representative, without delay to trains. If Department's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Department shall bear the entire cost thereof. In the event that the Contractor does not restore the Railroad's track and/or related train traffic facilities to their pre-blasting condition, and/or the Contractor's actions result in any delay of train traffic CSXT's costs to mitigate such damages and/or train traffic delays that are charged to the Department by CSXT shall be reimbursed to the Department from monies due the Contractor.

The Department or Contractor shall not store explosives on CSXT property.

STORAGE OF MATERIALS:

The contractor shall not store or pile materials or equipment on the right-of-way of the railroad without having first obtained permission from CSXT, and in no case shall they be stored closer than 13' 0" from the centerline on any railroad track measured at right angles thereto. Such permission will be with the understanding that the railroad will not be liable for any damage to such materials or equipment from any cause and that CSXT may move, or require the contractor to move, at the contractor's expense, such materials and equipment. **The contractor shall store materials so as to prevent trespassers from causing damage to trains or CSXT property.**

CLEANING UP:

The contractor will be required upon completion of the work, to remove from within the limits of the railroad's right-of-way, all machinery equipment, surplus materials, falsework, rubbish, debris, or temporary buildings of said contractor, and to leave the right-of-way in a neat condition, satisfactory to CSXT. The contractor will be required to provide the project engineer with a letter of release from CSXT before final acceptance of the project by the State.

NOTICE OF STARTING WORK:

The contractor shall notify the CSXT Engineer of the railroad in writing at least ten (10) business days in advance, when he expects to start work on railroad's right-of-way and **thirty (30)** days in advance of flagging services.

COOPERATION AND DELAYS:

The contractor shall cooperate with others participating in the construction project, to the end that all work may be carried on to the best advantage. No charge or claim of the contractor against either the State or the railroad will be allowed for hindrance or delay on account of railroad traffic or any work done by the railroad or others, incident to or necessary for safe operation or maintenance of railroad traffic, facilities, and property, or completion of the project, but due consideration of any such delay will be taken into account in counting the working days to be charged against the project.

During construction of the footings of piers or other supports or structures adjacent to any track of the railroad, the contractor shall make adequate provisions against sliding, shifting, sinking, or in anyway disturbing the railroad embankment and track operations, by driving temporary sheeting, and/or providing temporary shoring in a manner satisfactory to the State Project Supervisor, the railroad Project Manager (**See sheet number 7 for name and address**) and the railroad Staff Engineer.

Before commencing work on any pier or structure adjacent to any track, the contractor shall submit prints of the proposed shoring and bracing details for the protection of the railroad company's track to the State Project Supervisor for his approval. This submittal shall include the proposed method of installation and be accompanied by supporting data, including design computations, soil descriptions, and other pertinent information.

After approval by the State Project Supervisor, four prints of the proposed shoring and bracing details bearing the seal of a registered structural or professional engineer, together with supporting documents, shall be forwarded to the railroad Project Manager **(See sheet number 7 for name and address) or his engineering designate** for review and approval.

The contractor shall notify the railroad Engineering Consultant Designee and Project Manager (in writing) not less than one (1) week in advance of the proposed time of the beginning of the construction of the piers, supports or structures adjacent to the track.

INSURANCE:

In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the contractor will be required to carry insurance of the following kinds and minimum amounts:

- (1.) Commercial General Liability insurance coverage with limits of not less than **\$5,000,000.00** in combined single limits for bodily injury and or property damage per occurrence. Said policy shall include "explosion, collapse, and underground hazard" ("XCU") coverage, shall be indorsed to name Railroad specified in item 2.C. below as an additional insured, and shall include a severability of interest provision, and shall be addressed directly to **CSXT Risk Management contact (See sheet number 7 for name and address)**.
- (2.) Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than **\$1,000,000.00**, which insurance must contain a waiver of subrogation against CSX Transportation, Inc. and its affiliates.
- (3.) Commercial automobile liability insurance with limits of not less than **\$1,000,000.00** combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSX Transportation, Inc. as an additional named insured.

Railroad's Protective Public Liability and Property Damage Liability Insurance:

- (4.) The contractor will be required to furnish Railroad Protective Insurance to protect CSX Transportation, Inc. in connection with operations to be performed on or adjacent to CSX Transportation's right-of-way. Questions concerning CSX Transportation Insurance requirements shall be addressed directly to **CSXT Risk Management contact (See sheet number 7 for name and address)**. These are CSXT specifications for proper evidence of insurance:
 - A. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
 - B. The policy must be written using the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - C. Named Insured Railroad and Address:
CSX Transportation, Inc.
Risk Management (C-907)
500 Water Street
Jacksonville, FL 32202
Electronic mail should be sent to:
cmatheny@crouchengineering.com
 - D. Limits of Liability:.
\$5,000,000.00 per occurrence combined single limit for bodily injury and property damage, subject to a

\$10,000,000.00 annual aggregate limit is required because a significant number of hazardous materials trains (a total of 25 Train Movements at 60 MPH along this track per day) are in the area of construction).

- E. **CSX Transportation must be named as the named insured on the Railroad Protective Policy.**
- F. Name and address of the contractor and TDOT must be shown on the Declarations page.
- G. Name and address of the Project Sponsor, being the State of Tennessee, Department of Transportation must be shown on the Declarations page.
- H. Description of operations must appear on the Declarations page and must match the project description, including project or contract identification numbers.
- I. Authorized Endorsements:
 - 1. Must Include:
 - a) Pollution Exclusion Amendment – CG 28 31
(Not necessary with Form CG 00 35 version 96 and later)
 - b) Delete Common Policy Conditions – CL/CG 99 01
If policy jacket does not include Common Policy Conditions this endorsement is not necessary.
 - 2. Acceptable:
 - a) Broad Form Nuclear Exclusion – IL 00 21
 - b) 30-Day Advance Notice of Non-renewal or cancellation
 - c) Required State Cancellation Endorsement
 - d) Quick Reference or Index – CL/IL 240
 - 3. Unacceptable:
 - a) Any Pollution Exclusion Endorsement except CG 28 31
 - b) An Endorsement that excludes TRIA coverage
 - c) An Endorsement that limits or excludes Professional Liability coverage
 - d) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
 - e) A Known Injury Endorsement
 - f) A Sole Agent Endorsement
 - g) Any Punitive or Exemplary Damages Exclusion
 - h) Any “Common Policy Conditions” Endorsement
 - i) Any endorsement that is not named in I (1) or I (2) above.
 - j) Policies that contain any type of deductible.
- J. Additional Terms:
 - 1. The Contractor must submit its original insurance policies and two copies and all notices and correspondence regarding insurance policies directly to the **CSX Risk Management Contact (See sheet Number 7 for electronic/e-mail address).**
 - 2. Neither TDOT nor the Contractor may begin work on the Project until it has received CSXT’s written approval of the required insurance policies.

GENERAL

All insurance herein-before specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the right-of-way of the railroad, as evidenced by the formal acceptance by the State.

Insuring companies may not cancel insurance except by permission of the State and railroad insured, or on thirty (30) days written notice to the State and the railroad.

RAILROAD CONTACTS NAME AND ADDRESS

Mr. Todd Allton Principal Engineer- Public Projects	Mr. Will Roseborough Director Project Development	Insurance Risk Management	FLAGGING REQUEST
CSX Transportation, Inc.	CSX Transportation, Inc.	E. cmatheny@crouchengineering.com	Mr. Scott Vick Public Projects Administrator Crouch Engineering, Inc.
1590 Marietta Blvd. NW	500 Water Street		5115 Maryland Way., Suite 225
Atlanta, GA 30318	HQ Bldg., 13 th Floor		Brentwood, TN 37027
O. 404.350.5134	Jacksonville, FL 32202		svick@crouchengineering.com
E. Todd_Allton@csx.com	O. 904.359.1048		O: 615.791.0630
	C. 904.738.9667		C: 615.430.2511
	E. Will_Roseborough@csx.com		Charge Flagging to:
			CSXT OP#: TN0890

***Railroad Contacts For Pre-Con Meeting Notification And For Coordination of Construction Work:**

TDOT Construction Contact:

Shay Deason – Region 3 Operations Engineer
6601 Centennial Blvd.
Nashville, TN 37243
Phone: 615.350.4342
Email: shay.deason@tn.gov

Railroad's Construction Division Contact:

Amanda DeCesare, Director Construction Engineering
CSX Transportation, Inc.
500 Water Street
HQ Bldg.' 4th Floor
Jacksonville, FL 32202
Office 904-359-1756
Email: Amanda_DeCesare@csx.com

Railroad's Engineering Consultant Designate:

Jay Harris - Senior Railroad Engineer
5115 Maryland Way, Suite 225
Brentwood, TN 37027
O. 615.791.0630
M. 615.289.6121
Jharris@crouchengineering.com

Amy Henry - Project Manager
Crouch Engineering, Inc.
2005 W US 27 Clewiston, FL 33440
M. 863.233.9630
E. Ahenry@crouchengineering.com

DOT Crossing Number(s): 349235D & 877528M Information:

Date:	8.16.2018	8.16.2018
Average Trains/Day:	25	25
Maximum Train Speed:	60 MPH	60 MPH

SPECIAL NOTES

The contractor shall provide the Railroad Protective Insurance Policy and Certificates of Insurance by e-mail within (20) calendar days of Notification of Award.

Failure to provide the above within the specified time may subject the award to annulment and forfeiture of the bid guarantee, not as a penalty, but as liquidated damages.

SCHEDULE I

TDOT PROJECT NO.: 126006.00
CSXT OP NO.: TN0890

CONTRACTOR'S AGREEMENT

This CONTRACTOR'S AGREEMENT is made as of _____, _____, by _____ (“Contractor”), to and for the benefit of CSX Transportation, Inc. (“CSXT”) and to induce CSXT to permit Contractor on or about CSXT’s property, for the purposes of performing work in connection with the above-referenced project for Tennessee Department of Transportation.

In consideration of CSXT’s consent to permit Contractor on or about CSXT’s property for such purposes, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Contractor, Contractor hereby agrees as follows:

1. CSXT Special Provisions. Contractor agrees to abide by and observe the terms and conditions of the CSXT Special Provisions (which is incorporated by referenced into this Agreement).
2. Insurance Requirements. Contractor shall acquire and maintain the insurance described by the Special Provisions, and shall submit proof of insurance to CSXT in accordance with the Special Provisions, satisfactory to CSXT, prior to commencement of work on or about CSXT’s property.
3. Indemnification.

Contractor further specifically agrees as follows:

- (a) Contractor shall indemnify, defend and save harmless CSXT and its affiliates from all suits or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property, in whole or in part, on account of the operations of Contractor or any subcontractor or sub-subcontractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials or workmanship in constructing the work; or because of any act or omission, neglect, or misconduct of Contractor or any subcontractor or sub-subcontractor; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or for failing to pay, when and as due, all bills and other legitimate charges, including lawful claims for labor performed or materials, equipment and supplies furnished for use in and about the construction of the work under contract; or from any claims or amounts arising or recovered under the Worker’s Compensation Act, or any other law, ordinance or decree. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement.
- (b) Contractor shall comply with any federal, state or local laws, statutes, codes ordinances, rules, and regulations applicable to its construction and maintenance of

02/05/2018

the project. Contractor shall indemnify, defend, and CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Agreement.

- (c) For the purpose of this Agreement, CSXT’s affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- (d) Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- (e) The provisions of this agreement shall survive the termination or expiration of the Agreement.

IN WITNESS WHEREOF, Contractor has executed and delivered this Agreement as of the date set forth below.

CONTRACTOR

BY: _____

Print: _____

Date: _____

Title: _____

EXHIBIT C

DEBARMENT CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

_____ certifies to the best of its knowledge and belief, that it and its subsidiaries:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had on (1) or more public transactions (Federal, State or Local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

EXHIBIT C

DEBARMENT, SUSPENSION, & OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION **CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT,** **SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower-Tier Participant (potential sub-contractor under a major third party Contract), _____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower-Tier Participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL CONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
STRATEGIC TRANSPORTATION INVESTMENTS DIVISION
SUITE 1000, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2208

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

MEMORANDUM

TO: Mr. Lee Smith, P.E.
Interim Traffic Operations Director

FROM: Mr. Steve Allen
Strategic Transportation Investments Director

DATE: August 1, 2022

SUBJECT: Design Change, State Route (SR) 1
From near Jefferson Pike (LR 0A056) to near SR 266 in Smyrna
Rutherford County, PIN 126006.00

This memorandum is being provided for your use in determining priorities, establishing future scheduling, and initiating further development of the project. Please coordinate with the Program Development and Project Management to ensure the correct adjustments are made to PPRM's termini, scope of work, length, and project descriptions to support the recommended improvements in this memo.

This project began as a Road Safety Audit (RSA) that was completed in September 2020. The proposed project called for signalization of the intersections of SR-1 at Jefferson Pike, the realignment of the SR-266 westbound off ramps, and the signalization of the intersection of SR-1 and SR-266 westbound off ramps as well as additional improvements to the intersection.

The purpose of the approved design change is to recommend expanding the area to include the SR-266 eastbound ramps as well as realignment of SR-266 off ramps. Vehicles turning from SR-266 onto SR-1 currently do not have an adequate sight distance or headway when making a left turn onto SR-1. The recommended improvements include signalizing the intersection of SR-1 and SR-266 eastbound ramps, realigning the ramps, and scarifying some existing roadway to bring all movements under a centralized signal control. Improvements will be in accordance to TDOT Standard drawings RD-11-TS-4 and RD11-TS-2A. Right-of-way (ROW) acquisition is not anticipated.

The total cost estimate for the entire project with the proposed additional improvements and other design updates added is approximately \$7,740,000. This cost can be seen below.

Mr. Lee Smith
August 1, 2022
Page Two

COST ESTIMATE SUMMARY (2022)						
PIN	Project Type of Work	Preliminary Engineering:	Right-of- Way:	Utilities:	Construction:	Total Project Cost (2022):
126006.00	Modified RSA	\$676,000	\$0	\$300,000	\$6,760,000	\$7,740,000

If you should have any questions or need any further information, please contact me at (615) 741-2208 or by email at Steve.Allen@tn.gov. You may also contact Mr. Jim Waters, Assistant Director of Strategic Transportation Investments Division, at (615) 532-3200 or by email at Jim.Waters@tn.gov.

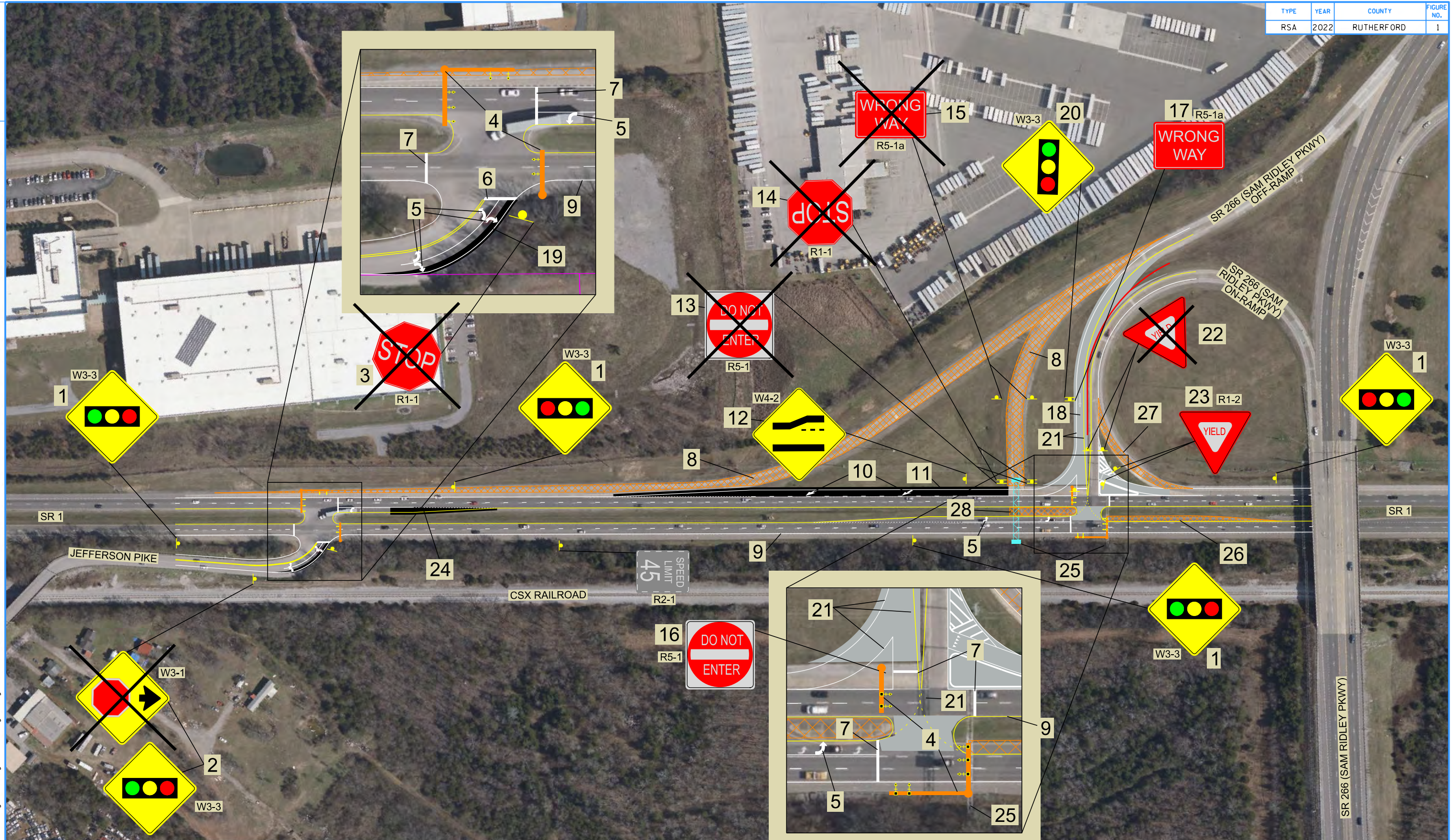
SA/GH

Attachment

CC: Mr. Paul Degges
Mr. Preston Elliott
Mr. Will Reid
Mr. Jeff Jones
Mr. David Layhew
Mr. James D. Kelley
Mr. Ronnie Porter
Ms. Susannah Kniazewycz
Mr. Daniel Pallme
Mr. Matt Meservy
Mr. Jeff Hoge
Mr. Jim Waters
Mr. Shaun Armstrong
Mr. Mike Gilbert
Mr. Brandon Darks
Mr. Terry Gladden
Mr. Brian Hurst
Mr. Greg Hamilton
Mr. Stanley Sumner
Mr. Steve Bryan
Mr. Chuck Graves
Ms. Michelle Nickerson
Mr. Stacy Morrison
Mr. Jonathan Russel

HQRailroadCoordinator@tn.gov
TDOT.Env.NEPA@tn.gov
TDOT.Multimodal@tn.gov
TDOT.ADA@tn.gov
Ms. Jessica Rich, FHWA
Ms. Michelle Lacewell, Nashville MPO
Mr. Brian Hercules, Town of Smyrna
File

TYPE	YEAR	COUNTY	FIGURE NO.
RSA	2022	RUTHERFORD	1



0' 200' 400' 600'

ROAD SAFETY AUDIT

STATE ROUTE 1
L.M. 3.38 TO L.M. 4.10
RUTHERFORD COUNTY

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
S.T.I.D.

FIGURE 1
S.R. 1
L.M. 3.38 to
L.M. 3.86

GUIDANCE

- 1. Install four (4) Signal Ahead signs (W3-3) (36"x36") with retroreflective strips on S.R. 1 (See Details Page).
 - 2. Remove one (1) existing Stop Ahead sign (W3-1) and replace with one (1) Signal Ahead sign (W3-3) (36"x36") with reflective strip on Jefferson Pk. (See Details Page).
 - 3. Remove one (1) Stop sign (R1-1) on Jefferson Pk.
 - 4. Install two (2) traffic signal systems with mast arm poles on the north and south corners of the intersections (to be coordinated with TDOT Traffic Operations Division).
 - 5. Remove and replace seven (7) thermoplastic lane indication turn arrows (five (5) left and two (2) right) at the locations shown.
 - 6. Restripe 27 feet of stop lines at the locations shown.
 - 7. Install 136 feet of stop lines at the locations shown.
 - 8. Scarify approximately 55,000 square feet of existing concrete pavement on Sam Ridley Pkwy southbound off-ramp.
 - 9. Restripe approximately 19,000 feet of existing edge lines and centerlines with spray thermoplastic (60 mil) 6" single solid white edge line, 6" double solid yellow centerline, 6" single solid yellow line, 6" single dashed yellow line, and 6" single dashed white line on S.R. 1, Jefferson Pk, and Sam Ridley Pkwy on- and off-ramp.
 - 10. Install two (2) thermoplastic lane-reduction arrow markings at the locations shown.
 - 11. Widen S.R. 1 an additional 22 feet to accommodate a 470 foot acceleration lane with a 10 foot shoulder and a 300 foot taper.
 - 12. Install one (1) Lane Ends sign (W4-2) on S.R. 1.
 - 13. Remove two (2) Do Not Enter signs (R5-1) on Sam Ridley Pkwy off-ramp.
 - 14. Remove two (2) Stop signs (R1-1) on Sam Ridley Pkwy off-ramp.
 - 15. Remove two (2) Wrong Way signs (R5-1a) on Sam Ridley Pkwy off-ramp.
 - 16. Install two (2) oversize Do Not Enter signs (R5-1) with retroreflective strips on Sam Ridley Pkwy off-ramp (See Details Page).
 - 17. Install one (1) oversize Wrong Way sign (R5-1a) with retroreflective strip and one (1) Wrong Way arrow pavement marking on Sam Ridley Pkwy off-ramp (See Details Page).
 - 18. Realign the Sam Ridley Pkwy off-ramp as shown and install approximately 550' of median barrier wall in between Sam Ridley Pkwy off-ramp and Sam Ridley Pkwy on-ramp.
 - 19. Widen Jefferson Pk an additional 7 feet to assist trucks attempting to make the turn onto Jefferson Pk.
 - 20. Install one (1) Signal Ahead sign (W3-3) (36"x36") with retroreflective strip on Sam Ridley Pkwy off-ramp (See Details Page).
 - 21. Install approximately 3,600 feet of edge lines and centerlines with spray thermoplastic (60 mil) 6" single solid white edge line, 6" single solid yellow centerline, and 6" single dashed yellow line on S.R. 1 and Sam Ridley Pkwy off ramp.
 - 22. Install two (2) Yield signs (R1-2) (36"x36"x36") with retroreflective on Sam Ridley Pkwy on-ramp.
 - 23. Remove two (2) Yield signs (R1-2) (36"x36"x36") on Sam Ridley Pkwy on-ramp.
 - 24. Extend the S.R. 1 northbound left turn lane onto Jefferson Pike to be 340 feet with 160 feet of storage and 180 feet of taper.
 - 25. Remove the existing overhead sign structure and install proposed overhead sign structure and replace existing signs approximately 200 feet to the north on S.R. 1.
 - 26. Remove and scarify the existing acceleration lane on S.R. 1 southbound.
 - 27. Remove and scarify the existing slip ramp from S.R. 1 northbound to Sam Ridley Pkwy southbound and install a smart channel right turn lane with a raised concrete island and a channelized striped island.
 - 28. Remove and scarify the existing the concrete median and install a median opening on S.R. 1 at the intersection with Sam Ridley Pkwy westbound ramps.
- * All warning signs shall be on fluorescent yellow sheeting material.

TYPE	YEAR	COUNTY	FIGURE NO.
RSA	2022	RUTHERFORD	1A

STATE ROUTE 1
L.M. 3.38 TO L.M. 4.10
RUTHERFORD COUNTY

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
S.T.I.D.

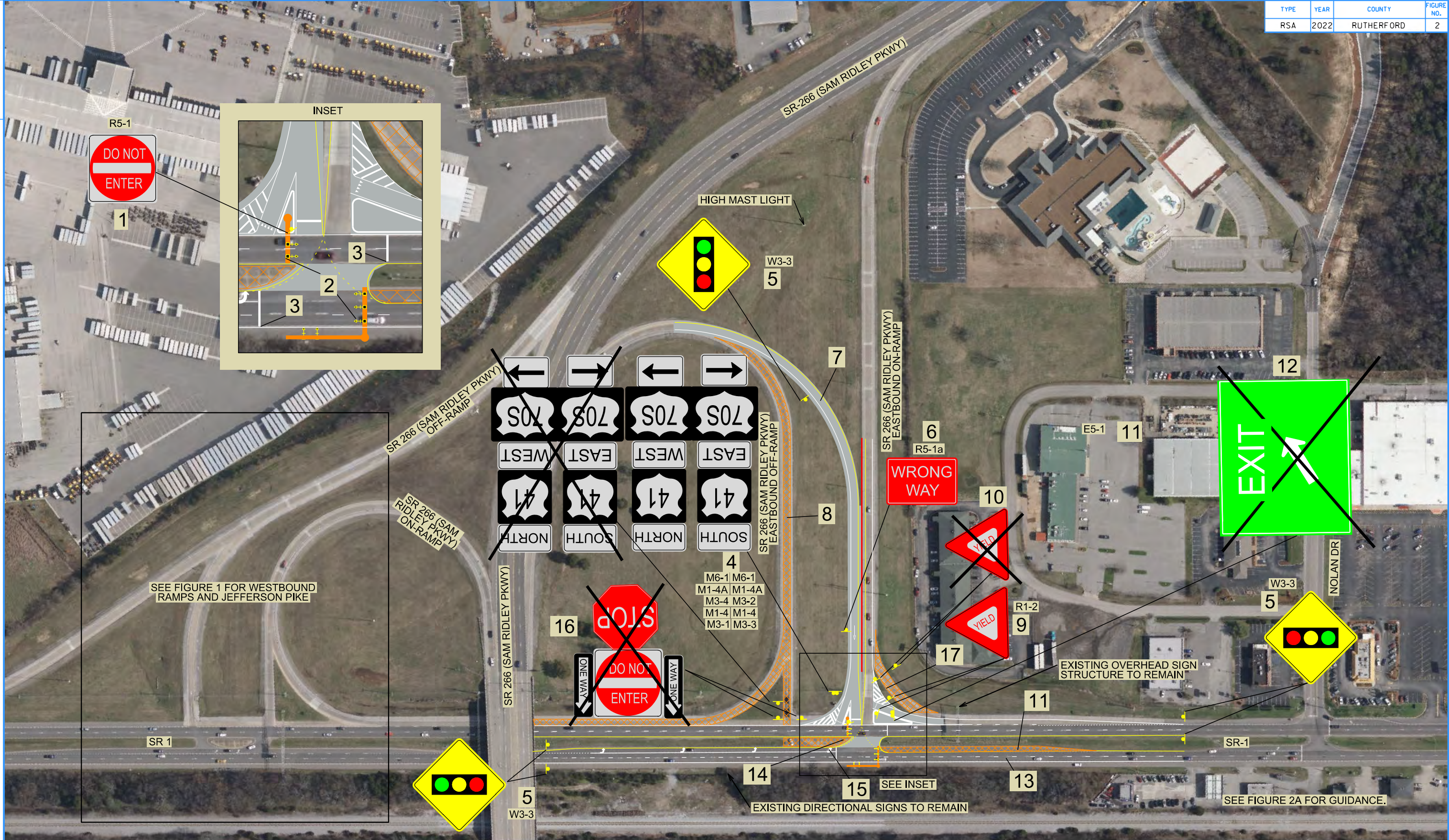
FIGURE 1A

GUIDANCE

TYPE	YEAR	COUNTY	FIGURE NO.
RSA	2022	RUTHERFORD	2

FILE NO.

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ROAD SAFETY AUDIT

STATE ROUTE 1
L.M. 3.38 TO L.M. 4.10
RUTHERFORD COUNTY

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
S.T.I.D.

FIGURE 2
S.R. 1
L.M. 3.86 to
L.M. 4.10

GUIDANCE

- 1. Install one (1) oversize Do Not Enter sign (R5-1) (36"X36") with red retroreflective strips on Sam Ridley Pkwy off-ramp (See Details Page).
 - 2. Install one (1) traffic signal system with mast arm poles on the north and south corners of the intersection (to be coordinated with TDOT Traffic Operations Division).
 - 3. Install seventy-six (76) feet of stop lines at the locations shown.
 - 4. Remove and install the route assembly as shown at the intersection of the Sam Ridley Pkwy off-ramp and S.R.1. Route assembly includes two (2) US Route 41 signs (M1-4) (24"x24"), two (2) US Route 70S signs (M1-4A) (30"x24"), two (2) Directional Arrow signs (M6-1) (21"x15"), one Cardinal Direction North sign (M3-1) (24"x12"), one Cardinal Direction South sign (M3-3) (24"x12"), one Cardinal Direction East sign (M3-2) (24"x12"), and one Cardinal Direction West sign (M3-4) (24"x12").
 - 5. Install five (5) Signal Ahead signs (W3-3) (36"x36") with yellow retroreflective strips on the Sam Ridley Pkwy off-ramp and S.R. 1 (See Details Page).
 - 6. Install one (1) oversize Wrong Way sign (R5-1a) with red retroreflective strips and one (1) Wrong Way arrow pavement marking on Sam Ridley Pkwy off-ramp (See Details Page).
 - 7. Realign the Sam Ridley Pkwy off-ramp as shown and install approximately 510' of median barrier wall in between Sam Ridley Pkwy off-ramp and Sam Ridley Pkwy on-ramp. Install a smart channel right turn lane with a raised concrete island and a channelized striped island.
 - 8. Scarify approximately 25,000 square feet of existing concrete pavement on Sam Ridley Pkwy eastbound off-ramp and the northbound acceleration lane.
 - 9. Install two (2) Yield signs (R1-2) (36"x36"x36") with red retroreflective strips and approximately sixteen (16) feet of 24" yield line on Sam Ridley Pkwy on-ramp.
 - 10. Remove two (2) Yield signs (R1-2) (36"x36"x36") on Sam Ridley Pkwy on-ramp.
 - 11. Remove and scarify the existing acceleration lane on S.R. 1 southbound.
 - 12. Remove one (1) Exit Gore sign (E5-1) on Sam Ridley Pkwy on-ramp.
 - 13. Restripe or install edge lines and centerlines with spray thermoplastic (60 mil) 6"single solid white edge line, double solid yellow centerline, 6"single solid yellow line, 6"single dashed yellow line, and 6"single dashed white line on S.R. 1 and Sam Ridley Pkwy on- and off-ramps.
 - 14. Remove and scarify the existing raised concrete median and asphalt turn lane and extend the median opening on S.R. 1 at the intersection with the Sam Ridley Pkwy eastbound ramps.
 - 15. Install four (4) thermoplastic lane left turn arrows at the locations shown.
 - 16. Remove one (1) Stop sign, one (1) Do Not Enter sign, and two (2) One Way signs on Sam Ridley Pkwy off-ramp.
 - 17. Remove and scarify the existing slip ramp from S.R. 1 northbound to Sam Ridley Pkwy eastbound and install a smart channel right turn lane with a raised concrete island and a channelized striped island.
- * All warning signs shall be on fluorescent yellow sheeting material.

ROAD SAFETY AUDIT

STATE ROUTE 1
L.M. 3.38 TO L.M. 4.10
RUTHERFORD COUNTY

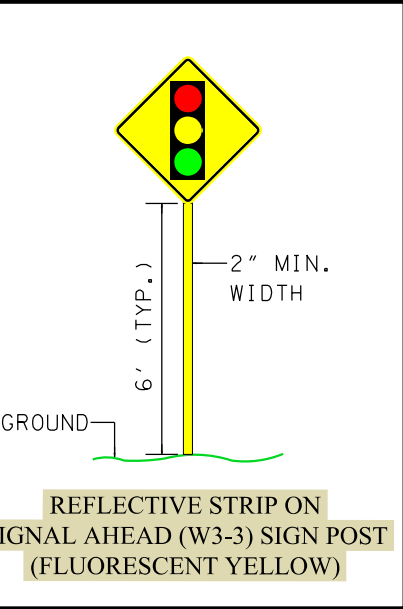
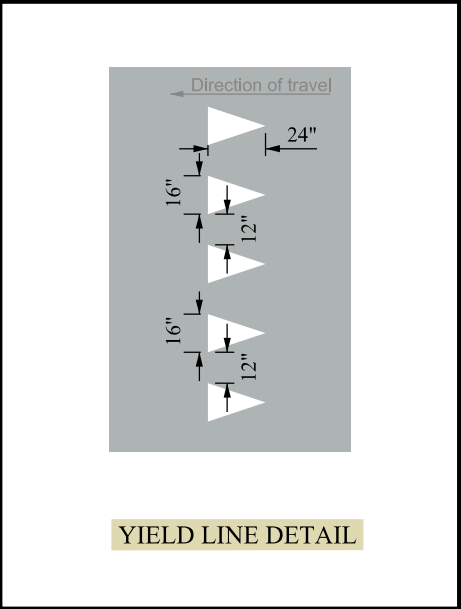
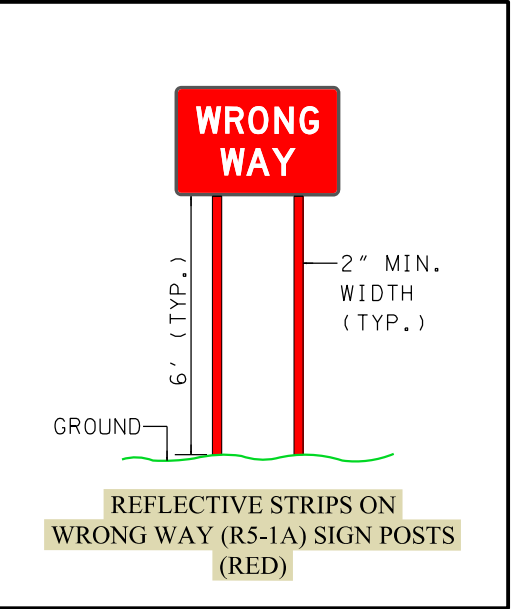
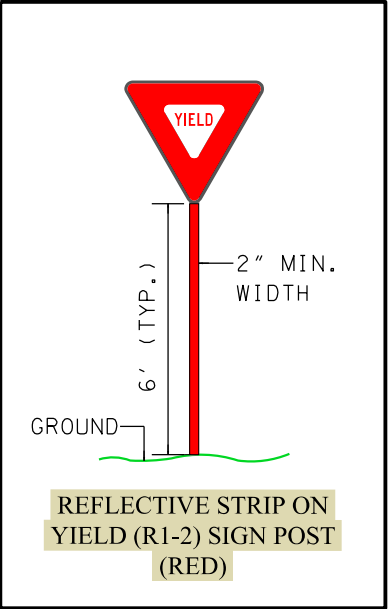
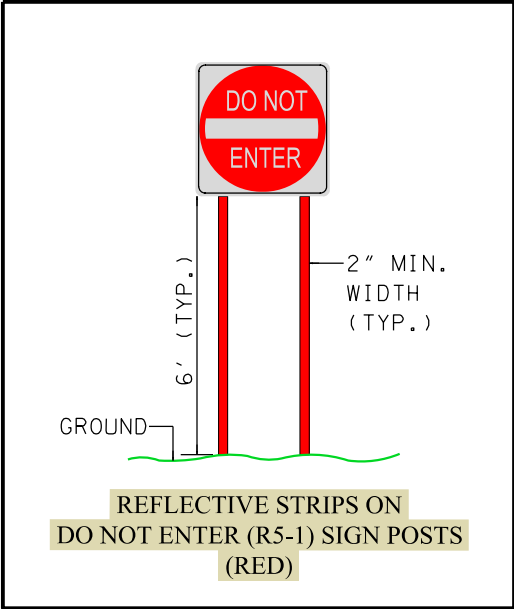
STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
S.T.I.D.

FIGURE 2A
GUIDANCE

12/8/2021 12:24:04 PM
P:\2020\200319\Substructure\Cad\Drawings\RSA\90406 Figure 2 Details.dgn

FILE NO.

TYPE	YEAR	COUNTY	FIGURE NO.
RSA	2022	RUTHERFORD	3



ROAD SAFETY AUDIT

STATE ROUTE 1
L.M. 3.38 TO L.M. 4.10
RUTHERFORD COUNTY

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
S.T.I.D.

FIGURE 3
DETAILS PAGE

COST ESTIMATE SUMMARY

Route:	SR-1					
Termini:	from Near Jefferson Pike to near SR-266 in Smyrna					
Scope of Work:	Ramp realignment, turn lanes, and signals					
Project Type of Work:	Turn Lanes with Signal					
County:	Rutherford					
Length:	0.79 Miles					
Date:	June 10, 2022					
Estimate Type:	Concept					
DESCRIPTION		LOCAL	STATE	FEDERAL	TOTAL	
		0%	0%	0%		
Construction Items						
Removal Items		\$0	\$0	\$0	\$62,200	
Asphalt Paving		\$0	\$0	\$0	\$520,000	
Concrete Pavement		\$0	\$0	\$0	\$1,040,000	
Drainage		\$0	\$0	\$0	\$551,000	
Appurtenances		\$0	\$0	\$0	\$114,000	
Structures		\$0	\$0	\$0	\$0	
Fencing		\$0	\$0	\$0	\$0	
Signalization & Lighting		\$0	\$0	\$0	\$900,000	
Railroad Crossing		\$0	\$0	\$0	\$0	
Earthwork		\$0	\$0	\$0	\$540,000	
Clearing and Grubbing		\$0	\$0	\$0	\$0	
Seeding & Sodding		\$0	\$0	\$0	\$18,400	
Rip-Rap or Slope Protection		\$0	\$0	\$0	\$0	
Guardrail		\$0	\$0	\$0	\$12,400	
Signing		\$0	\$0	\$0	\$211,000	
Pavement Markings		\$0	\$0	\$0	\$26,800	
Maintenance of Traffic		\$0	\$0	\$0	\$97,500	
Mobilization	5%	\$0	\$0	\$0	\$205,000	
Other Items and Annual Inflation	10%	\$0	\$0	\$0	\$430,000	
Const. Contingency (Structures Not Included)	30%	\$0	\$0	\$0	\$1,420,000	
Const. Eng. & Inspec.	10%	\$0	\$0	\$0	\$615,000	
Construction Estimate		\$0	\$0	\$0	\$6,760,000	
Interchanges & Unique Intersections						
Roundabouts		\$0	\$0	\$0	\$0	
Interchanges		\$0	\$0	\$0	\$0	
Right-of-Way & Utilities		LOCAL	STATE	FEDERAL	TOTAL	
		0%	0%	0%		
Right-of-Way		\$0	\$0	\$0	\$0	
Utilities		\$0	\$0	\$0	\$300,000	
Preliminary Engineering		LOCAL	STATE	FEDERAL	TOTAL	
		0%	0%	0%		
Prelim. Eng.	10.0%	\$0	\$0	\$0	\$676,000	
Total Project Cost (2021)	\$	-	\$	-	\$	7,740,000

PAY ITEM SUMMARY

TDOT PAY ITEM	TDOT DESCRIPTION	UNIT	TOOL QUANTITIES	ADDITIONAL QUANTITIES	TOOL QUANTITIES + ADDITIONAL QUANTITIES	Statewide UNIT COST	TOTAL COST
							<-- Unit Cost Trends with Quantities
Pavment Removal							
202-03.01	REMOVAL OF ASPHALT PAVEMENT	SY	1663		1663	\$ 11.50	\$ 19,128.01
202-03	REMOVAL OF RIGID PAVEMENT	CY	2623		2623	\$ 9.85	\$ 25,832.51
415-01.02	COLD PLANING BITUMINOUS PAVEMENT	SY	6665		6665	\$ 2.57	\$ 17,147.56
PAVEMENT REMOVAL TOTAL (ROUNDED)							\$ 62,200
Asphalt Roads							
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	8834		8834	\$ 29.17	\$ 257,731.92
307-(01, 02, 03).01	ASPHALT CONCRETE MIX (All Grades) (BPMB-HM) GRADING A	TON	511		511	\$ 99.29	\$ 50,744.12
307-01.(20 & 21 & 22)	AGGREGATE (BPMB-HM) GRADING A-S MIX	TON	261		261	\$ 86.50	\$ 22,607.45
307-(01 & 02 & 03).08	ASPHALT CONCRETE MIX (ALL GRADES) (BPMB-HM) GRADING B-M2	TON	501		501	\$ 137.44	\$ 68,791.36
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	6		6	\$ 807.84	\$ 4,956.82
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	22		22	\$ 69.92	\$ 1,548.48
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	5		5	\$ 747.73	\$ 3,710.09
411-01.07	ACS MIX (PG64-22) GRADING E SHOULDER	TON	144		144	\$ 127.18	\$ 18,347.12
411-(01 & 02 & 03).10	ACS MIX(ALL GRADES) GRADING D	TON	669		669	\$ 136.56	\$ 91,327.74
PAVING TOTAL (ROUNDED)							\$ 519,800
Concrete Roads							
313-03	TREATED PERMEABLE BASE	SY	10560		10560	\$ 19.52	\$ 206,114.90
501-01.03	PORTLAND CEMENT CONCRETE PAVEMENT (PLAIN) 10"	SY	6618		6618	\$ 108.57	\$ 718,472.83
604-01.01	CLASS A CONCRETE (ROADWAY)	CY	194.4444444		194	\$ 591.74	\$ 115,060.56
CONCRETE RAMPS AND ROADWAYS TOTAL (ROUNDED)							\$ 1,039,700
Drainage							
607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	LF	4659		4659	\$ 86.55	\$ 403,228.89
611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	CY	24		24	\$ 1,425.66	\$ 33,832.99
611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB	2255		2255	\$ 3.12	\$ 7,033.04
611-12.02	CATCH BASINS, TYPE 12, > 4' - 8' DEPTH	EA	14		14	\$ 4,727.84	\$ 65,902.31
710-02	Aggregate Underdrains (with pipe)	LF	5760		5760	\$ 7.10	\$ 40,882.82
DRAINAGE TOTAL (ROUNDED)							\$ 550,900
Appurtenances							
711-05.71	51IN SINGLE SLOPE CONCRETE BARRIER WALL	LF	4182	-3122	1060	\$ 107.60	\$ 114,030.18
ROADWAY AND PAVEMENT APPURTENANCES TOTAL (ROUNDED)							\$ 114,100
Earthwork & Mineral							
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1		1	\$ 54,831.67	\$ 54,831.67
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	CY	24943		24943	\$ 12.86	\$ 320,777.18
203-02.01	BORROW EXCAVATION (GRADED SOLID ROCK)	TON	3118		3118	\$ 32.33	\$ 100,801.36
203-03	BORROW EXCAVATION (UNCLASSIFIED)	CY	4677		4677	\$ 13.55	\$ 63,352.67
EARTHWORK & MINERAL TOTAL (ROUNDED)							\$ 539,800
Structures							
STRUCTURES TOTAL (ROUNDED)							\$ -
Interchanges and Unique Intersections							
INTERCHANGES AND UNIQUE INTERSECTIONS TOTAL (ROUNDED)							\$ -
Lighting & Signalization							
N/A	Traffic Signal	EA	3		3	\$ 300,000.00	\$ 900,000.00
LIGHTING & SIGNALIZATION TOTAL (ROUNDED)							\$ 900,000
Guardrail							

PAY ITEM SUMMARY

705-06.01	W Beam GR (Type 2) Mash TL3	LF	354		353.76	\$	20.07	\$	7,099.96
705-06.20	Tangent Energy Absorbing Term Mash TL-3	EA	2		2	\$	2,626.00	\$	5,252.00
GUARDRAIL TOTAL (ROUNDED)								\$	12,400

Seeding and Sodding

801-01	SEEDING (WITH MULCH)	UNIT	320		320	\$	27.26	\$	8,726.03
801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	240		240	\$	22.31	\$	5,356.13
801-02	SEEDING (WITHOUT MULCH)	UNIT	240		240	\$	17.70	\$	4,249.38
SODDING TOTAL (ROUNDED)								\$	18,400

Maintenance of Traffic

N/A	Traffic Control	LS	1		1			\$	91,167.24
712-02.02	INTERCONNECTED PORTABLE BARRIER RAIL	LF	209		209	\$	30.18	\$	6,310.28
MAINTENANCE OF TRAFFIC TOTAL (ROUNDED)								\$	97,500

Signs

713-02.21	SIGN POST DELINEATION ENHANCEMENT	LF		180	180	\$	6.20	\$	1,116.00
713-09.14	STEEL OVERHEAD SIGN STRUCTURE (SPAN 175')	EA		1	1	\$	200,000.00	\$	200,000.00
713-11.01	"U" SECTION STEEL POSTS	LB		200	200	\$	3.21	\$	642.00
713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	LB		600	600	\$	4.23	\$	2,538.00
713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	SF		40	40	\$	12.94	\$	517.60
713-13.03	FLAT SHEET ALUMINUM SIGNS (0.100" THICK)	SF		100	100	\$	14.26	\$	1,426.00
713-15.36	REMOVE SIGN, SUPPORT & FOOTING	EA		10	10	\$	31.54	\$	315.40
713-30.09	BARRIER MOUNTED SIGN SUPPORT (SEE PLANS)	EA		2	2	\$	291.87	\$	583.74
Not Listed	Signs (Construction)	LS	1		1	\$	-	\$	3,800
SIGNING TOTAL (ROUNDED)								\$	211,000

Pavement Markings

716-02.04	Plastic Pavement Marking (Chnz Striping)	SY		200	200	\$	18.55	\$	3,710.00
716-02.06	Plastic Pavement Marking (Turn Lane Arrow)	EA		11	11	\$	138.38	\$	1,522.18
716-04.12	Plastic Pavement Marking (Yield Line)	SF		96	96	\$	82.84	\$	7,952.64
716-09.31	STOP LINE	LF		186	186	\$	16.65	\$	3,096.90
716-13.07	Spray Thermo P.M. (40 mil 6")	LM		10	10	\$	1,237.50	\$	12,375.00
PAVEMENT MARKINGS TOTAL (ROUNDED)								\$	26,800

Fencing

FENCE TOTAL (ROUNDED)								\$	-
-----------------------	--	--	--	--	--	--	--	----	---

Rip-Rap

RIP-RAP & SLOPE PROTECTION TOTAL (ROUNDED)								\$	-
--	--	--	--	--	--	--	--	----	---

Clearing and Grubbing

CLEAR AND GRUBBING TOTAL (ROUNDED)								\$	-
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Railroad At-Grade Crossing

RAILROAD CROSSING OR SEPARATION TOTAL (ROUNDED)								\$	-
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Utilities

N/A	Overhead Distribution	LM	0.4		0.4	\$	750,000	\$	300,000
UTILITIES TOTAL (ROUNDED)								\$	300,000.00

Right-of-Way

N/A	Right-of-Way	LS	1		1	\$	-	\$	-
RIGHT-OF-WAY TOTAL (ROUNDED)								\$	-



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
STRATEGIC TRANSPORTATION INVESTMENTS DIVISION
SUITE 1000, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2208

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

MEMORANDUM

TO: Mr. Paul Degges, P.E.
Deputy Commissioner and Chief Engineer

FROM: Mr. Steve Allen
Strategic Transportation Investments Director

SA

DATE: September 16, 2020

SUBJECT: Road Safety Audit
State Route 1 (N Lowery Street) Intersection
At Local Route 0A056 (Jefferson Pike)
Log Mile 3.45 to Log Mile 3.47
Rutherford County, PIN 126006.00

This project was requested by the Town of Smyrna in Rutherford County and was identified as a candidate safety project. State Route (SR) 1 at Jefferson Pike is a four (4)-lane Urban Principal Arterial with lane widths of twelve (12) feet and shoulder widths of five (5) feet to ten (10) feet. A total of 38 crashes occurred at this location during the three (3) year study period from 4/1/2014 to 3/31/2017, including four (4) suspected serious injury crashes. The severe crash rate at the study location is 3.68, higher than the statewide average severe crash rate of 0.177. This location qualifies for Highway Safety Improvement Program (HSIP) funding.

The total estimated cost of the improvements listed in the report is \$2,530,000. Right-of-way acquisition may be required. A signal maintenance agreement is required with the Town of Smyrna. A local match is not required. These improvements will be let to contract.

If you should need any further information, please contact me at (615) 741-2208 or e-mail me at Steve.Allen@tn.gov.

SA/JB

Attachment

Mr. Paul Degges
September 16, 2020
Page Two

CC: Mr. Preston Elliott
Mr. Jeff Jones
Mr. David Layhew
Mr. Ronnie Porter
Ms. Susan Kniazewycz
Ms. Suzanne Carlson
Mr. Jerry Hatcher
Mr. Jim Waters
Mr. Kwabena Aboagye
Mr. Mike Gilbert
Mr. Shaun Armstrong
Mr. Brandon Darks
Mr. Terry Gladden
Mr. Brian Hurst
Mr. Greg Hamilton
Mr. Zane Pannell
Mr. Stanley Sumner
Mr. Brad Freeze
Mr. Chuck Graves
Ms. Michelle Nickerson
Mr. Stacy Morrison
Mr. Jonathan Russell
Ms. Michelle Lacewell, Nashville Metropolitan Planning Organization
Mr. Brian Hercules, Town of Smyrna
File

TENNESSEE
DEPARTMENT OF TRANSPORTATION



ROAD SAFETY AUDIT

S. Lowry St. (State Route 1)
Intersection of State Route 1 and Jefferson Pike
Log Mile 3.45 to Log Mile 3.47
Rutherford County
PIN 126006.00

PREPARED BY THE
Strategic Transportation Investments Division

Recommended by:	Signature	DATE
TRANSPORTATION DIRECTOR STRATEGIC TRANSPORTATION INVESTMENTS DIVISION	 Steven Allen (Sep 16, 2020 14:13 CDT)	Sep 16, 2020

This document is covered by 23 USC § 409 and its production pursuant to fulfilling public planning requirements does not waive the provisions of § 409.



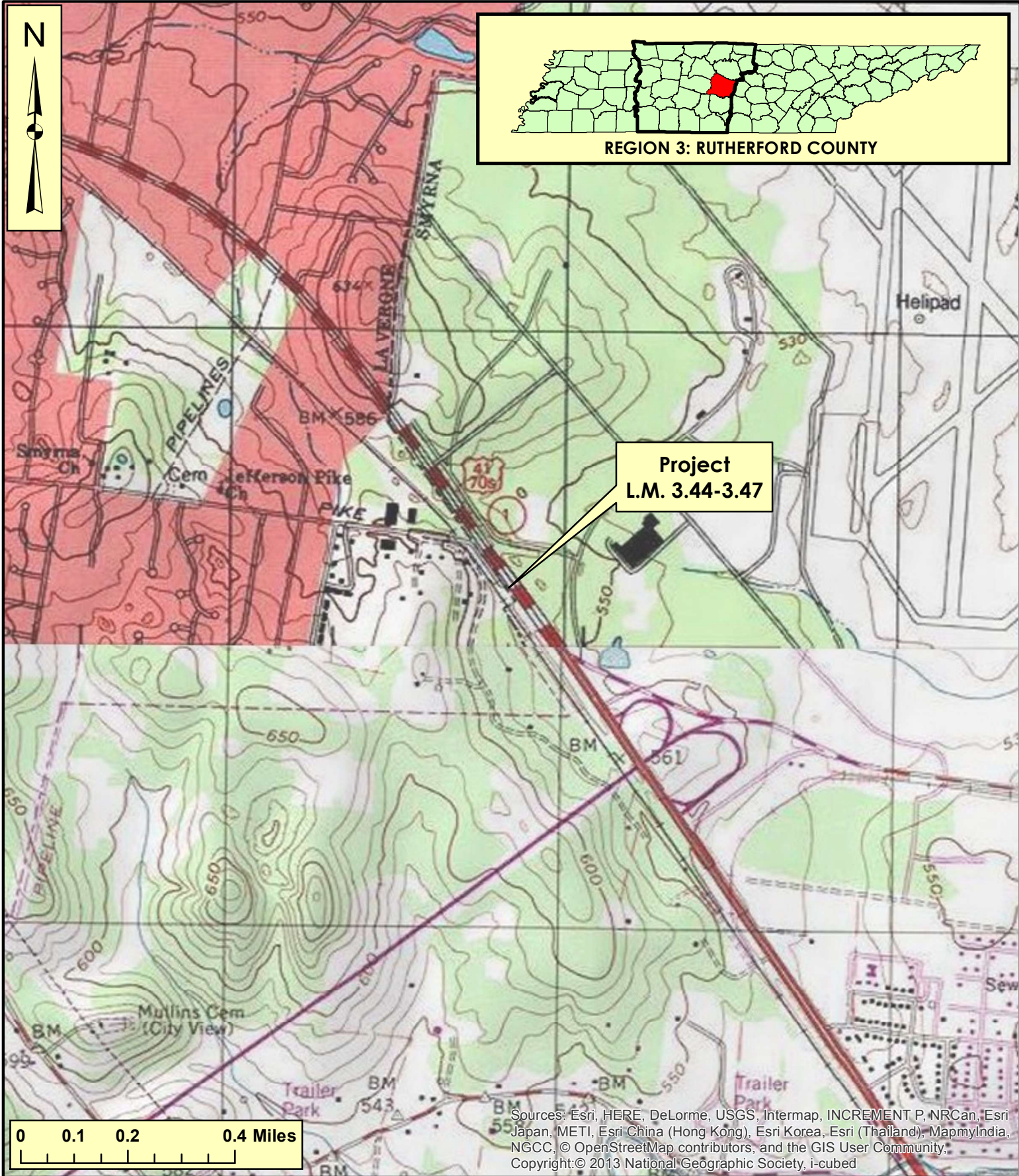
LOCATION MAP

ROAD SAFETY AUDIT
Location: Rutherford County
Roadway: State Route 1 (US-41 N. Lowry Street)
with LR-(A056) Jefferson Pike
Section: Log Mile 3.45-3.47

PIN: 126006.00

DRAWN BY: SW

DATE: 9/20/2017



TDOT

Department of
Transportation

VICINITY MAP

ROAD SAFETY AUDIT

Location: Rutherford County
Roadway: State Route 1 (US-41 N. Lowry Street)
with LR-(A056) Jefferson Pike
Section: Log Mile 3.44-3.47

PIN: 126006.00

DRAWN BY: SW

DATE: 9/20/2017

Rutherford County
State Route 1 (US-41/ N. Lowry Street) Intersection at Local Route 0A056 (Jefferson Pike)
Log Miles 3.45 to 3.47
PIN 126006.00

Project Description and Background

This project was requested by the Town of Smyrna. After a review of crash data, the section was identified as a candidate safety project. State Route 1 at Jefferson Pike is a four (4)-lane Urban Principal Arterial with lane widths of twelve (12) feet and shoulder widths of five (5) feet to ten (10) feet. A total of 38 crashes occurred at this location during the three (3) year study period from 4/1/2014 to 3/31/2017, including four (4) suspected serious injury crashes. The severe crash rate at the study location is 3.68, higher than the statewide average severe crash rate of 0.177. This location qualifies for Highway Safety Improvement Program (HSIP) funding.

RSA Team Members

Name	Organization	Phone	Email
Stanley Sumner	TDOT Region 3 Traffic	(615) 350-4333	Stanley.Sumner@tn.gov
Bradley Martin	TDOT Region 3 Design	(615) 350-4219	Bradley.Martin@tn.gov
Jordan Burress	TDOT Headquarters Traffic	(615) 770-1765	Jordan.Burress@tn.gov
Shaun Armstrong	TDOT STID	(615) 253-5327	Shaun.Armstrong@tn.gov
Caleb Smith	TDOT STID	(615) 532-1660	Caleb.Smith@tn.gov
Gena Gilliam	TDOT STID	(615) 253-7692	Gena.Gilliam@tn.gov

Information Used in Review

- County Highway Map
- United States Geological Survey (USGS) Map
- FEMA FIRM Map
- Aerial Photographs
- TRIMS Route Feature Description listings
- TRIMS Geometric Reports
- TRIMS Traffic Reports
- Crash Rate Summary
- Crash Reports
- SYNCHRO modeling
- On-Site Visit at 10:30 AM CST, November 9, 2017

Pre-Brief Summary

A Pre-Brief meeting for this location was held on Tuesday, November 7, 2017, at 9:00 AM CST in the 10th floor conference room of the James K. Polk building in Nashville.

Rutherford County
State Route 1 (US-41/ N. Lowry Street) Intersection at Local Route 0A056 (Jefferson Pike)
Log Miles 3.45 to 3.47
PIN 126006.00

The Average Annual Daily Traffic (AADT) for this intersection is approximately 24,540 vehicles per day (VPD). SR 1 is classified as an urban principal arterial. The posted speed limit is forty-five (45) miles per hour within the study area. A total of thirty-eight (38) crashes occurred at this intersection during the study period of 4/1/2014 to 3/31/2017.

- Twenty-five (25) crashes (66%) resulted in property damage only.
- Nine (9) crashes (24%) resulted in suspected minor injuries.
- Four (4) crashes (11%) resulted in suspected serious injuries.
- Thirty-five (35) (92%) of the crashes occurred at the intersection.
- Twenty (20) (52%) of the crashes were angle collisions, with the majority being northbound left turns from Jefferson Pike.
- Twenty-five (25) (65%) of the crashes occurred during daylight or dawn hours.
- Thirty-one (31) (81%) of the crashes occurred during clear conditions.

Observations

An onsite field review was held at 10:30 AM CST on Thursday, November 9, 2017. The RSA team made the following observations at the location:

- No representation attended from the Office of Community Transportation (OCT), the city of LaVergne, the town of Smyrna, or the Nashville Metropolitan Planning Organization (MPO).
- Most northbound crashes are angle or rear-end crashes, likely as a result of vehicles queueing to turn left from SR 1 onto Jefferson Pike.
- A large percentage of trucks are turning left from Jefferson Pike heading northbound on SR 1 toward Nashville. These trucks do not have an adequate turning radius to achieve this maneuver without crossing over into the oncoming lane of traffic.
- Striping and signing is in fair condition.
- Sight distance is limited for northbound left turners from State Route 1 to Jefferson Pike due to a crest about 250 +/- north of the intersection.
- The intersection is not adequately warned and the addition of intersection ahead warning signs was discussed.
- The team discussed ordering a turning movement traffic count for the intersection and a ramp count for traffic exiting nearby Sam Ridley Parkway to travel north through the intersection of SR 1 and Jefferson Pike toward Nashville. The team obtained these traffic counts following the site visit.
- A railroad line runs parallel with SR 1 and crosses Jefferson Pike near the project area. The railroad owner/operator will need to be coordinated with on any future improvements.
- Options discussed for improvement included:
 - Right-in, Right-out only access. This was dismissed for two (2) reasons: truck traffic would have to travel from Old Nashville Highway onto Jefferson Pike to access the industrial park on Jefferson Pike. The intersection at Old Nashville Highway and Jefferson Pike is skewed and truck access is limited at this location. It was assumed local opinions on restricting left turns at the intersection would be negative.

Rutherford County

State Route 1 (US-41/ N. Lowry Street) Intersection at Local Route 0A056 (Jefferson Pike)

Log Miles 3.45 to 3.47

PIN 126006.00

- J-Turn movement. Due to the ramp leading from Sam Ridley Parkway onto SR 1 adjacent to the SR 1/ Jefferson Pike intersection, and a signal .25 miles north of the SR 1/ Jefferson Pike intersection, a J-Turn would not fit geometrically at this location.
- A loop in the pavement at the intersection of Jefferson Pike and SR 1. This would trip the signal north of the intersection at Aviation Drive to provide a better gap for left-turning vehicles in the event of a queue.
- Full-signalization of the SR 1/ Jefferson Pike Intersection.
- Upon further study including traffic counts and SYNCHRO modeling, it was determined that full signalization of the intersection is the best option for improvement.

The total estimated cost of the improvements listed in the report is \$2,530,000. Right-of-way acquisition may be required. A signal maintenance agreement is required with the City of Smyrna. A local match is not required. These improvements will be let to contract.

Rutherford County
State Route 1 (US-41/ N. Lowry Street) Intersection at Local Route 0A056 (Jefferson Pike)
Log Miles 3.45 to 3.47
PIN 126006.00



Northbound from the southbound lanes of SR-1 at Jefferson Pike (L.M. 3.45)



Rutherford County
State Route 1 (US-41/ N. Lowry Street) Intersection at Local Route 0A056 (Jefferson Pike)
Log Miles 3.45 to 3.47
PIN 126006.00



Northbound lanes of SR-1 turning westbound onto Jefferson Pike (L.M. 3.44)



Rutherford County
State Route 1 (US-41/ N. Lowry Street) Intersection at Local Route 0A056 (Jefferson Pike)
Log Miles 3.45 to 3.47
PIN 126006.00



North and Southbound lanes of SR-1 intersection at Jefferson Pike (L.M. 3.45)



Northbound lanes of SR-1 looking across the Southbound lanes at Jefferson Pike intersection (L.M. 3.45)

Rutherford County
State Route 1 (US-41/ N. Lowry Street) Intersection at Local Route 0A056 (Jefferson Pike)
Log Miles 3.45 to 3.47
PIN 126006.00



Looking across SR-1 from the north and southbound lanes at Jefferson Pike (L.M. 3.45)



From Southbound SR-1, turning right onto Jefferson Pike (L.M. 3.45)

COST ESTIMATE SUMMARY

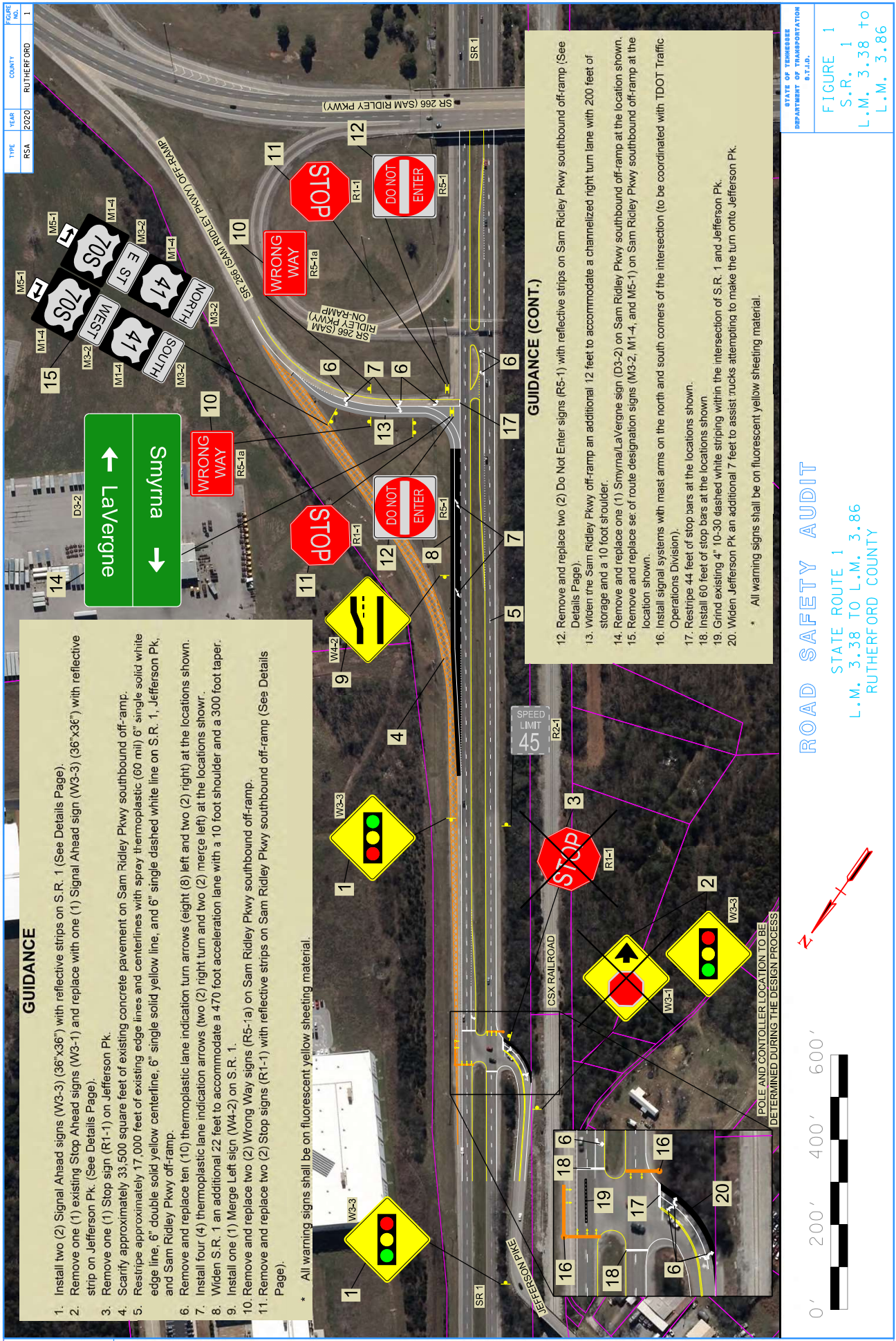
Route:	SR-1
Description:	L.M. 3.38 to L.M. 3.86
	From Jefferson Pike to Same Ridley Pkwy Overpass
Project Type of Work:	Signalization
County:	Rutherford
Length:	0.50 Miles
Date:	September 8, 2020
Estimate Type:	Concept

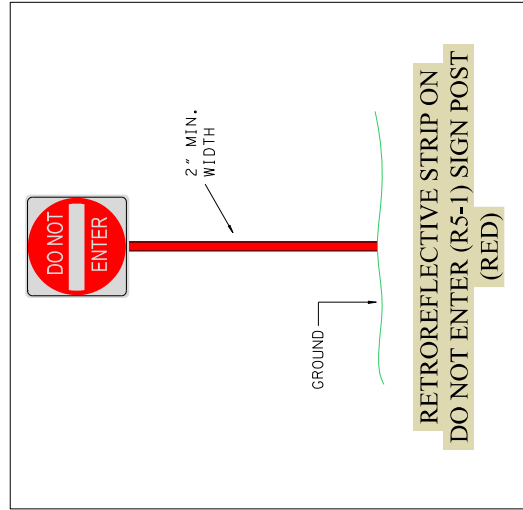


DESCRIPTION				TOTAL
	LOCAL	STATE	FEDERAL	
	0%	10%	90%	
Construction Items				
Removal Items	\$0	\$4,100	\$36,500	\$40,500
Asphalt Paving	\$0	\$31,400	\$282,600	\$314,000
Concrete Pavement	\$0	\$21,300	\$191,700	\$213,000
Drainage	\$0	\$7,100	\$64,200	\$71,300
Appurtenances	\$0	\$0	\$0	\$0
Structures	\$0	\$0	\$0	\$0
Fencing	\$0	\$0	\$0	\$0
Signalization & Lighting	\$0	\$0	\$250,000	\$250,000
Railroad Crossing	\$0	\$0	\$0	\$0
Earthwork	\$0	\$30,300	\$272,700	\$303,000
Clearing and Grubbing	\$0	\$0	\$0	\$0
Seeding & Sodding	\$0	\$1,200	\$11,100	\$12,300
Rip-Rap or Slope Protection	\$0	\$0	\$0	\$0
Guardrail	\$0	\$0	\$18,800	\$18,800
Signing	\$0	\$0	\$1,200	\$1,200
Pavement Markings	\$0	\$0	\$9,300	\$9,300
Maintenance of Traffic	\$0	\$7,400	\$66,200	\$73,600
Mobilization 5%	\$0	\$6,500	\$58,900	\$65,400
Other Items 10%	\$0	\$13,700	\$123,300	\$137,000
Const. Contingency 30%	\$0	\$45,300	\$407,700	\$453,000
Const. Eng. & Inspec. 10%	\$0	\$19,600	\$176,400	\$196,000
Construction Estimate	\$0	\$216,000	\$1,944,000	\$2,160,000
Interchanges & Unique Intersections				
Roundabouts	\$0	\$0	\$0	\$0
Interchanges	\$0	\$0	\$0	\$0
Right-of-Way & Utilities				
	LOCAL	STATE	FEDERAL	TOTAL
	0%	10%	90%	
Right-of-Way	\$0	\$0	\$0	\$0
Utilities	\$0	\$15,000	\$135,000	\$150,000
Preliminary & Construction Engineering and Inspection				
Prelim. Eng. 10%	\$0	\$21,600	\$194,400	\$216,000
Total Project Cost (2020)	\$0	\$252,600	\$2,273,400	\$ 2,530,000

PAY ITEM SUMMARY

TDOT PAY ITEM	TDOT DESCRIPTION	UNIT	TOOL QUANTITIES	ADDITIONAL QUANTITIES	TOOL QUANTITIES + ADDITIONAL QUANTITIES	Statewide UNIT COST	TOTAL COST
							<-- Unit Cost Trends with Quantities
Pavment Removal							
202-03.02	REMOVAL OF RIGID PAVEMENT	CY	1034		1034	\$ 14.81	\$ 15,312.81
415-01.02	COLD PLANING BITUMINOUS PAVEMENT	SY	6665		6665	\$ 3.77	\$ 25,137.24
PAVEMENT REMOVAL TOTAL (ROUNDED)							\$ 40,500
Asphalt Roads							
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	5637		5637	\$ 26.86	\$ 151,384.33
307-02.01	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A	TON	310		310	\$ 99.41	\$ 30,804.61
307-01.21	AGGREGATE (BPMB-HM) GRADING A-S MIX	TON	126		126	\$ 97.57	\$ 12,333.16
307-02.08	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B-M2	TON	185		185	\$ 135.39	\$ 25,095.00
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	5		5	\$ 570.81	\$ 2,711.96
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	17		17	\$ 63.21	\$ 1,083.98
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	4		4	\$ 657.80	\$ 2,666.05
411-01.07	ACS MIX (PG64-22) GRADING E SHOULDER	TON	144		144	\$ 110.59	\$ 15,954.02
411-02.10	ACS MIX(PG70-22) GRADING D	TON	597		597	\$ 120.12	\$ 71,699.21
PAVING TOTAL (ROUNDED)							\$ 313,800
Concrete Roads							
313-03	TREATED PERMEABLE BASE	SY	2201		2201	\$ 26.85	\$ 59,092.93
501-01.03	PORTLAND CEMENT CONCRETE PAVEMENT (PLAIN) 10"	SY	1415		1415	\$ 108.57	\$ 153,630.89
CONCRETE RAMPS AND ROADWAYS TOTAL (ROUNDED)							\$ 212,800
Drainage							
607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	LF	335		335	\$ 75.01	\$ 25,137.35
611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	CY	16		16	\$ 1,338.21	\$ 21,502.09
611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB	1527		1527	\$ 2.87	\$ 4,382.32
710-02	Aggregate Underdrains (with pipe)	LF	3332		3332	\$ 6.07	\$ 20,223.30
DRAINAGE TOTAL (ROUNDED)							\$ 71,300
Appurtenances							
ROADWAY AND PAVEMENT APPURTENANCES TOTAL (ROUNDED)							\$ -
Earthwork & Mineral							
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1		1	\$ 22,508.89	\$ 22,508.89
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	CY	13975		13975	\$ 14.18	\$ 198,194.85
203-02.01	BORROW EXCAVATION (GRADED SOLID ROCK)	TON	1163		1163	\$ 32.33	\$ 37,596.62
203-03	BORROW EXCAVATION (UNCLASSIFIED)	CY	3139		3139	\$ 14.12	\$ 44,310.44
EARTHWORK & MINERAL TOTAL (ROUNDED)							\$ 302,700
Structures							
STRUCTURES TOTAL (ROUNDED)							\$ -
Interchanges and Unique Intersections							
INTERCHANGES AND UNIQUE INTERSECTIONS TOTAL (ROUNDED)							\$ -
Lighting & Signalization							
N/A	Traffic Signal	EA	1		1	\$ 250,000.00	\$ 250,000.00
LIGHTING & SIGNALIZATION TOTAL (ROUNDED)							\$ 250,000
Guardrail							
705-06.01	W Beam GR (Type 2) Mash TL3	LF	749		749.496	\$ 20.07	\$ 15,042.38
705-06.20	Tangent Energy Absorbing Term Mash TL-3	EA	1		1	\$ 2,626.00	\$ 2,626.00
705-04.09	EARTH PAD FOR TYPE 38 GR END TREATMENT	EA	1		1	\$ 1,122.29	\$ 1,122.29
GUARDRAIL TOTAL (ROUNDED)							\$ 18,800
Seeding and Sodding							
801-01	SEEDING (WITH MULCH)	UNIT	213		213	\$ 27.26	\$ 5,807.69
801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	160		160	\$ 22.31	\$ 3,564.83
801-02	SEEDING (WITHOUT MULCH)	UNIT	160		160	\$ 17.70	\$ 2,828.21
SODDING TOTAL (ROUNDED)							\$ 12,300
Maintenance of Traffic							
N/A	Traffic Control	LS	1		1		\$ 69,620.52
712-02.02	INTERCONNECTED PORTABLE BARRIER RAIL	LF	132		132	\$ 30.18	\$ 3,975.79
MAINTENANCE OF TRAFFIC TOTAL (ROUNDED)							\$ 73,600
Signs							
Not Listed	Signs (Construction)	LS	1		1	\$ -	\$ 1,200
SIGNING TOTAL (ROUNDED)							\$ 1,200
Pavement Markings							
716-09.31	STOP LINE	LF		110	110	\$ 16.65	\$ 1,831.50
716-13.07	Spray Thermo P.M. (40 mil 6")	LM		6	6	\$ 1,237.50	\$ 7,425.00
PAVEMENT MARKINGS TOTAL (ROUNDED)							\$ 9,300
Fencing							
FENCE TOTAL (ROUNDED)							\$ -
Rip-Rap							
RIP-RAP & SLOPE PROTECTION TOTAL (ROUNDED)							\$ -
Clearing and Grubbing							
CLEAR AND GRUBBING TOTAL (ROUNDED)							\$ -
Railroad At-Grade Crossing							
RAILROAD CROSSING OR SEPARATION TOTAL (ROUNDED)							\$ -
Utilities							
N/A	Overhead Distribution	LM	0.2		0.2	\$ 750,000	\$ 150,000
UTILITIES TOTAL (ROUNDED)							\$ 150,000.00
Right-of-Way							
N/A	Right-of-Way	LS	1		1	\$ -	\$ -
RIGHT-OF-WAY TOTAL (ROUNDED)							\$ -



STATE ROUTE 1
L.M. 3.38 TO 3.86
RUTHERFORD COUNTY

Appendix

Pay Item Summary

SimTraffic 2019/2024 AM/PM Reports

Synchro 2019/2024 AM/PM Reports

Signal Warrants for SR 1 @ Jefferson Pike

Crash Rate Sheet

Route Feature Listings

Crash Locations

PAY ITEM SUMMARY

TDOT PAY ITEM	TDOT DESCRIPTION	UNIT	TOOL QUANTITIES	ADDITIONAL QUANTITIES	TOOL QUANTITIES + ADDITIONAL QUANTITIES	Statewide UNIT COST	TOTAL COST
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Concrete Roads							
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DRAINAGE TOTAL (ROUNDED)							\$ 71,300
Appurtenances							
ROADWAY AND PAVEMENT APPURTENANCES TOTAL (ROUNDED)							\$ -
Earthwork & Mineral							
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1		1	\$ 22,508.89	\$ 22,508.89
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203-03	BORROW EXCAVATION (UNCLASSIFIED)	CY	3139		3139	\$ 14.12	\$ 44,310.44
EARTHWORK & MINERAL TOTAL (ROUNDED)							\$ 302,700
Structures							
STRUCTURES TOTAL (ROUNDED)							\$ -
Interchanges and Unique Intersections							
INTERCHANGES AND UNIQUE INTERSECTIONS TOTAL (ROUNDED)							\$ -
Lighting & Signalization							
N/A	Traffic Signal	EA	1		1	\$ 250,000.00	\$ 250,000.00
LIGHTING & SIGNALIZATION TOTAL (ROUNDED)							\$ 250,000
Guardrail							
705-06.01	W Beam GR (Type 2) Mash TL3	LF	749		749.496	\$ 20.07	\$ 15,042.38
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801-02	SEEDING (WITHOUT MULCH)	UNIT	160		160	\$ 17.70	\$ 2,828.21
SODDING TOTAL (ROUNDED)							\$ 12,300
Maintenance of Traffic							
N/A	Traffic Control	LS	1		1		\$ 69,620.52
712-02.02	INTERCONNECTED PORTABLE BARRIER RAIL	LF	132		132	\$ 30.18	\$ 3,975.79
MAINTENANCE OF TRAFFIC TOTAL (ROUNDED)							\$ 73,600
Signs							
Not Listed	Signs (Construction)	LS	1		1	\$ -	\$ 1,200
SIGNING TOTAL (ROUNDED)							\$ 1,200
Pavement Markings							
716-09.31	STOP LINE	LF		110	110	\$ 16.65	\$ 1,831.50
716-13.07	Spray Thermo P.M. (40 mil 6")	LM		6	6	\$ 1,237.50	\$ 7,425.00
PAVEMENT MARKINGS TOTAL (ROUNDED)							\$ 9,300
Fencing							
FENCE TOTAL (ROUNDED)							\$ -
Rip-Rap							
RIP-RAP & SLOPE PROTECTION TOTAL (ROUNDED)							\$ -
Clearing and Grubbing							
CLEAR AND GRUBBING TOTAL (ROUNDED)							\$ -
Railroad At-Grade Crossing							
RAILROAD CROSSING OR SEPARATION TOTAL (ROUNDED)							\$ -
Utilities							
N/A	Overhead Distribution	LM	0.2		0.2	\$ 750,000	\$ 150,000
UTILITIES TOTAL (ROUNDED)							\$ 150,000.00
Right-of-Way							
N/A	Right-of-Way	LS	1		1	\$ -	\$ -
RIGHT-OF-WAY TOTAL (ROUNDED)							\$ -

1: Jefferson Pike & SR-1 Performance by movement

Movement	SET	SER	NWL	NWT	NEL	NER	All
Denied Del/Veh (s)	0.2	0.3	0.0	0.0	261.3	188.2	10.1
Total Del/Veh (s)	1.6	1.1	73.4	3.1	1703.4	513.4	33.0

2: SR-266 WB Off Ramp Performance by movement

Movement	WBL	WBR	SET	NWT	All
Denied Del/Veh (s)	0.8	2.1	0.0	0.3	0.5
Total Del/Veh (s)	233.3	1.7	1.1	2.6	2.4

Total Network Performance

Denied Del/Veh (s)	10.5
Total Del/Veh (s)	45.0

Queuing and Blocking Report

Baseline

03/14/2018

Intersection: 1: Jefferson Pike & SR-1

Movement	SE	NW	NW	NW	B5	B5	B5	NE	NE
Directions Served	TR	L	T	T	T	T		L	R
Maximum Queue (ft)	31	251	373	334	645	636	364	1301	225
Average Queue (ft)	3	154	115	80	123	122	64	602	41
95th Queue (ft)	17	283	379	324	632	633	410	1513	145
Link Distance (ft)	1089		325	325	1132	1132	1132	1290	
Upstream Blk Time (%)			11	2	1	1		30	
Queuing Penalty (veh)			130	23	5	5		0	
Storage Bay Dist (ft)		110							100
Storage Blk Time (%)		43	0					69	1
Queuing Penalty (veh)		408	0					105	0

Intersection: 2: SR-266 WB Off Ramp

Movement	WB	NW	NW
Directions Served	L	T	T
Maximum Queue (ft)	60	185	186
Average Queue (ft)	15	17	14
95th Queue (ft)	50	151	140
Link Distance (ft)	1608	560	560
Upstream Blk Time (%)		1	0
Queuing Penalty (veh)		0	0
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Network Summary

Network wide Queuing Penalty: 677

1: Jefferson Pike & SR-1 Performance by movement

Movement	SET	SER	NWL	NWT	NEL	NER	All
Denied Del/Veh (s)	0.4	0.6	0.2	0.0	1191.9	1003.3	100.2
Total Del/Veh (s)	2.6	2.5	464.3	4.0	3240.4	1565.3	68.3

2: SR-266 WB Off Ramp Performance by movement

Movement	WBL	WBR	SET	NWT	All
Denied Del/Veh (s)	1.3	2.4	0.0	237.8	86.0
Total Del/Veh (s)	293.8	12.3	1.7	75.0	25.5

Total Network Performance

Denied Del/Veh (s)	165.3
Total Del/Veh (s)	137.6

Queuing and Blocking Report

Baseline

03/14/2018

Intersection: 1: Jefferson Pike & SR-1

Movement	SE	SE	NW	NW	NW	B5	B5	B5	NE	NE
Directions Served	T	TR	L	T	T	T	T		L	R
Maximum Queue (ft)	9	37	260	419	387	1160	1180	1020	1303	180
Average Queue (ft)	0	3	253	377	86	730	725	285	1085	25
95th Queue (ft)	7	19	291	482	321	1472	1476	1029	1757	128
Link Distance (ft)	1089	1089		325	325	1132	1132	1132	1290	
Upstream Blk Time (%)				87	1	32	33	4	74	
Queuing Penalty (veh)				772	9	197	202	26	0	
Storage Bay Dist (ft)			110							100
Storage Blk Time (%)			98	1					97	6
Queuing Penalty (veh)			762	1					277	3

Intersection: 2: SR-266 WB Off Ramp

Movement	WB	WB	NW	NW
Directions Served	L	R	T	T
Maximum Queue (ft)	390	110	597	596
Average Queue (ft)	69	23	263	258
95th Queue (ft)	480	200	728	719
Link Distance (ft)	1608		560	560
Upstream Blk Time (%)	1		43	41
Queuing Penalty (veh)	0		0	0
Storage Bay Dist (ft)		400		
Storage Blk Time (%)		3		
Queuing Penalty (veh)		0		

Network Summary

Network wide Queuing Penalty: 2248

1: Jefferson Pike & SR-1 Performance by movement

Movement	SET	SER	NWL	NWT	NEL	NER	All
Denied Del/Veh (s)	0.3	0.4	0.1	0.0	0.5	2.7	0.2
Total Del/Veh (s)	14.9	9.7	28.6	7.5	55.5	20.2	12.5

2: SR-266 WB Off Ramp Performance by movement

Movement	SET	NWT	SWL	SWR	All
Denied Del/Veh (s)	0.0	0.4	0.8	2.1	0.5
Total Del/Veh (s)	1.3	1.3	427.7	3.9	2.8

Total Network Performance

Denied Del/Veh (s)			0.7	
Total Del/Veh (s)			21.7	

Queuing and Blocking Report

Baseline

03/19/2018

Intersection: 1: Jefferson Pike & SR-1

Movement	SE	SE	NW	NW	NW	B5	B5	B5	NE	NE
Directions Served	T	TR	L	T	T	T	T		L	R
Maximum Queue (ft)	391	379	226	224	220	103	57	26	135	199
Average Queue (ft)	181	158	121	86	88	2	3	0	34	77
95th Queue (ft)	315	309	196	179	174	29	33	8	99	146
Link Distance (ft)	1089	1089		655	655	797	797	797	1290	
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)			110							100
Storage Blk Time (%)			13	1					3	5
Queuing Penalty (veh)			138	5					8	3

Intersection: 2: SR-266 WB Off Ramp

Movement	SW
Directions Served	L
Maximum Queue (ft)	124
Average Queue (ft)	37
95th Queue (ft)	106
Link Distance (ft)	1653
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 153

1: Jefferson Pike & SR-1 Performance by movement

Movement	NBL	NBT	SBT	SBR	NEL	NER	All
Denied Del/Veh (s)	0.1	0.0	172.9	193.7	1.9	3.6	84.0
Total Del/Veh (s)	87.9	14.0	133.0	136.0	109.8	102.8	80.2

2: SR-266 WB Off Ramp Performance by movement

Movement	SET	NWT	SWL	SWR	All
Denied Del/Veh (s)	0.0	0.3	1.1	2.0	0.3
Total Del/Veh (s)	1.6	0.9	397.7	3.2	2.6

Total Network Performance

Denied Del/Veh (s)	83.6
Total Del/Veh (s)	89.0

Queuing and Blocking Report

Baseline

03/28/2018

Intersection: 1: Jefferson Pike & SR-1

Movement	NB	NB	NB	B5	B5	B5	SB	SB	NE	NE
Directions Served	L	T	T	T	T		T	TR	L	R
Maximum Queue (ft)	260	540	512	199	256	132	1407	1407	991	230
Average Queue (ft)	172	245	229	29	37	10	1227	1225	372	189
95th Queue (ft)	285	594	577	195	235	94	1710	1721	976	271
Link Distance (ft)		624	624	797	797	797	1348	1348	1290	
Upstream Blk Time (%)		5	4				53	59	2	
Queuing Penalty (veh)		61	45				0	0	0	
Storage Bay Dist (ft)	110									100
Storage Blk Time (%)	48	3							12	57
Queuing Penalty (veh)	435	9							47	52

Intersection: 2: SR-266 WB Off Ramp

Movement	SW
Directions Served	L
Maximum Queue (ft)	114
Average Queue (ft)	32
95th Queue (ft)	95
Link Distance (ft)	1653
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 650

Lanes, Volumes, Timings

1: Jefferson Pike & SR-1

03/28/2018

						
Lane Group	SET	SER	NWL	NWT	NEL	NER
Lane Configurations						
Traffic Volume (vph)	1272	55	237	1849	29	148
Future Volume (vph)	1272	55	237	1849	29	148
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%			0%	0%	
Storage Length (ft)		0	110		0	100
Storage Lanes		0	1		1	1
Taper Length (ft)			150		25	
Lane Util. Factor	0.95	0.95	1.00	0.95	1.00	1.00
Ped Bike Factor						
Frt	0.991					0.850
Flt Protected			0.950		0.950	
Satd. Flow (prot)	3469	0	1770	3539	1656	1538
Flt Permitted			0.950		0.950	
Satd. Flow (perm)	3469	0	1770	3539	1656	1538
Link Speed (mph)	45			45	30	
Link Distance (ft)	1119			391	1346	
Travel Time (s)	17.0			5.9	30.6	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.88	0.58	0.89	0.85	0.50	0.76
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	3%	5%	2%	2%	9%	5%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Adj. Flow (vph)	1445	95	266	2175	58	195
Shared Lane Traffic (%)						
Lane Group Flow (vph)	1540	0	266	2175	58	195
Sign Control	Free			Free	Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	63.4%			ICU Level of Service B		
Analysis Period (min)	15					

Intersection						
Int Delay, s/veh	147.8					
Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations	↑↑		↑	↑↑	↑	↑
Traffic Vol, veh/h	1272	55	237	1849	29	148
Future Vol, veh/h	1272	55	237	1849	29	148
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	110	-	0	100
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	58	89	85	50	76
Heavy Vehicles, %	3	5	2	2	9	5
Mvmt Flow	1445	95	266	2175	58	195
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	1540	0	3113	770
Stage 1	-	-	-	-	1493	-
Stage 2	-	-	-	-	1620	-
Critical Hdwy	-	-	4.14	-	6.98	7
Critical Hdwy Stg 1	-	-	-	-	5.98	-
Critical Hdwy Stg 2	-	-	-	-	5.98	-
Follow-up Hdwy	-	-	2.22	-	3.59	3.35
Pot Cap-1 Maneuver	-	-	427	-	~ 8	337
Stage 1	-	-	-	-	161	-
Stage 2	-	-	-	-	137	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	427	-	~ 3	337
Mov Cap-2 Maneuver	-	-	-	-	~ 3	-
Stage 1	-	-	-	-	161	-
Stage 2	-	-	-	-	~ 52	-
Approach	SE		NW		NE	
HCM Control Delay, s	0		2.9		\$ 2448.2	
HCM LOS					F	
Minor Lane/Major Mvmt	NELn1	NELn2	NWL	NWT	SET	SER
Capacity (veh/h)	3	337	427	-	-	-
HCM Lane V/C Ratio	19.333	0.578	0.624	-	-	-
HCM Control Delay (s)	\$ 10569.8	29.3	26.4	-	-	-
HCM Lane LOS	F	D	D	-	-	-
HCM 95th %tile Q(veh)	9.2	3.4	4.1	-	-	-
Notes						
~: Volume exceeds capacity	\$: Delay exceeds 300s		+: Computation Not Defined		*: All major volume in platoon	

Lanes, Volumes, Timings

2: SR-266 WB Off Ramp

03/28/2018



Lane Group	WBL	WBR	SEL	SET	NWT	NWR
Lane Configurations						
Traffic Volume (vph)	8	543	0	1420	1543	0
Future Volume (vph)	8	543	0	1420	1543	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%			0%	0%	
Storage Length (ft)	0	400	0			0
Storage Lanes	1	1	0			0
Taper Length (ft)	25		25			
Lane Util. Factor	1.00	1.00	1.00	0.95	0.95	1.00
Ped Bike Factor						
Frt		0.850				
Flt Protected	0.950					
Satd. Flow (prot)	1805	1553	0	3505	3539	0
Flt Permitted	0.950					
Satd. Flow (perm)	1805	1553	0	3505	3539	0
Link Speed (mph)	30			45	45	
Link Distance (ft)	1668			1177	588	
Travel Time (s)	37.9			17.8	8.9	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.50	0.80	0.92	0.90	0.84	0.92
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	4%	2%	3%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Adj. Flow (vph)	16	679	0	1578	1837	0
Shared Lane Traffic (%)						
Lane Group Flow (vph)	16	679	0	1578	1837	0
Sign Control	Stop			Free	Free	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

Intersection Capacity Utilization 82.9% ICU Level of Service E

Analysis Period (min) 15

Intersection						
Int Delay, s/veh	1.9					
Movement	WBL	WBR	SEL	SET	NWT	NWR
Lane Configurations						
Traffic Vol, veh/h	8	543	0	1420	1543	0
Future Vol, veh/h	8	543	0	1420	1543	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	Free	-	None	-	None
Storage Length	0	400	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	50	80	92	90	84	92
Heavy Vehicles, %	0	4	2	3	2	2
Mvmt Flow	16	679	0	1578	1837	0
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	2626	-	-	0	-	0
Stage 1	1837	-	-	-	-	-
Stage 2	789	-	-	-	-	-
Critical Hdwy	6.8	-	-	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	-	-	-	-	-
Pot Cap-1 Maneuver	20	0	0	-	-	0
Stage 1	114	0	0	-	-	0
Stage 2	413	0	0	-	-	0
Platoon blocked, %				-	-	
Mov Cap-1 Maneuver	20	-	-	-	-	-
Mov Cap-2 Maneuver	20	-	-	-	-	-
Stage 1	114	-	-	-	-	-
Stage 2	413	-	-	-	-	-
Approach	WB	SE		NW		
HCM Control Delay, s	\$ 398.5	0		0		
HCM LOS	F					
Minor Lane/Major Mvmt	NWTWBLn1WBLn2	SET				
Capacity (veh/h)	- 20	-	-			
HCM Lane V/C Ratio	- 0.8	-	-			
HCM Control Delay (s)	-\$ 398.5	0	-			
HCM Lane LOS	- F	A	-			
HCM 95th %tile Q(veh)	- 2.2	-	-			
Notes						
~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon						

Lanes, Volumes, Timings

1: Jefferson Pike & SR-1

03/28/2018

						
Lane Group	SET	SER	NWL	NWT	NEL	NER
Lane Configurations						
Traffic Volume (vph)	1872	103	207	1555	68	284
Future Volume (vph)	1872	103	207	1555	68	284
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		0	110		0	100
Storage Lanes		0	1		1	1
Taper Length (ft)			150		25	
Lane Util. Factor	0.95	0.95	1.00	0.95	1.00	1.00
Frt	0.988					0.850
Flt Protected			0.950		0.950	
Satd. Flow (prot)	3458	0	1770	3539	1656	1538
Flt Permitted			0.950		0.950	
Satd. Flow (perm)	3458	0	1770	3539	1656	1538
Link Speed (mph)	45			45	30	
Link Distance (ft)	1119			391	1346	
Travel Time (s)	17.0			5.9	30.6	
Peak Hour Factor	0.88	0.58	0.89	0.85	0.50	0.76
Heavy Vehicles (%)	3%	5%	2%	2%	9%	5%
Adj. Flow (vph)	2127	178	233	1829	136	374
Shared Lane Traffic (%)						
Lane Group Flow (vph)	2305	0	233	1829	136	374
Sign Control	Free			Free	Stop	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

Intersection Capacity Utilization 80.3% ICU Level of Service D

Analysis Period (min) 15

Intersection						
Int Delay, s/veh	6.3					
Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations	↑↑		↑	↑↑	↑	↑
Traffic Vol, veh/h	1872	103	207	1555	68	284
Future Vol, veh/h	1872	103	207	1555	68	284
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	110	-	0	100
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	58	89	85	50	76
Heavy Vehicles, %	3	5	2	2	9	5
Mvmt Flow	2127	178	233	1829	136	374
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	2305	0	3596	1152
Stage 1	-	-	-	-	2216	-
Stage 2	-	-	-	-	1380	-
Critical Hdwy	-	-	4.14	-	6.98	7
Critical Hdwy Stg 1	-	-	-	-	5.98	-
Critical Hdwy Stg 2	-	-	-	-	5.98	-
Follow-up Hdwy	-	-	2.22	-	3.59	3.35
Pot Cap-1 Maneuver	-	-	~ 215	-	~ 3	~ 186
Stage 1	-	-	-	-	~ 63	-
Stage 2	-	-	-	-	187	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	~ 215	-	0	~ 186
Mov Cap-2 Maneuver	-	-	-	-	0	-
Stage 1	-	-	-	-	~ 63	-
Stage 2	-	-	-	-	0	-
Approach	SE		NW		NE	
HCM Control Delay, s	0		14.9			
HCM LOS					-	
Minor Lane/Major Mvmt	NELn1	NELn2	NWL	NWT	SET	SER
Capacity (veh/h)	-	186	~ 215	-	-	-
HCM Lane V/C Ratio	-	2.009	1.082	-	-	-
HCM Control Delay (s)	-	\$ 514.2	132.3	-	-	-
HCM Lane LOS	-	F	F	-	-	-
HCM 95th %tile Q(veh)	-	28.4	10.5	-	-	-
Notes						
~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon						

Lanes, Volumes, Timings

2: SR-266 WB Off Ramp

03/28/2018



Lane Group	WBL	WBR	SEL	SET	NWT	NWR
Lane Configurations						
Traffic Volume (vph)	9	415	0	2156	1347	0
Future Volume (vph)	9	415	0	2156	1347	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	400	0			0
Storage Lanes	1	1	0			0
Taper Length (ft)	25		25			
Lane Util. Factor	1.00	1.00	1.00	0.95	0.95	1.00
Frt		0.850				
Flt Protected	0.950					
Satd. Flow (prot)	1805	1553	0	3505	3539	0
Flt Permitted	0.950					
Satd. Flow (perm)	1805	1553	0	3505	3539	0
Link Speed (mph)	30			45	45	
Link Distance (ft)	1668			1177	588	
Travel Time (s)	37.9			17.8	8.9	
Peak Hour Factor	0.50	0.80	0.92	0.90	0.84	0.92
Heavy Vehicles (%)	0%	4%	2%	3%	2%	2%
Adj. Flow (vph)	18	519	0	2396	1604	0
Shared Lane Traffic (%)						
Lane Group Flow (vph)	18	519	0	2396	1604	0
Sign Control	Stop			Free	Free	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

Intersection Capacity Utilization 69.6% ICU Level of Service C

Analysis Period (min) 15

Intersection						
Int Delay, s/veh	2.9					
Movement	WBL	WBR	SEL	SET	NWT	NWR
Lane Configurations						
Traffic Vol, veh/h	9	415	0	2156	1347	0
Future Vol, veh/h	9	415	0	2156	1347	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	Free	-	None	-	None
Storage Length	0	400	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	50	80	92	90	84	92
Heavy Vehicles, %	0	4	2	3	2	2
Mvmt Flow	18	519	0	2396	1604	0
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	2802	-	-	0	-	0
Stage 1	1604	-	-	-	-	-
Stage 2	1198	-	-	-	-	-
Critical Hdwy	6.8	-	-	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	-	-	-	-	-
Pot Cap-1 Maneuver	~ 15	0	0	-	-	0
Stage 1	153	0	0	-	-	0
Stage 2	253	0	0	-	-	0
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 15	-	-	-	-	-
Mov Cap-2 Maneuver	~ 15	-	-	-	-	-
Stage 1	153	-	-	-	-	-
Stage 2	253	-	-	-	-	-
Approach	WB	SE		NW		
HCM Control Delay, s	\$ 652.8	0		0		
HCM LOS	F					
Minor Lane/Major Mvmt	NWTWBLn1WBLn2	SET				
Capacity (veh/h)	- 15	-	-			
HCM Lane V/C Ratio	- 1.2	-	-			
HCM Control Delay (s)	-\$ 652.8	0	-			
HCM Lane LOS	- F	A	-			
HCM 95th %tile Q(veh)	- 2.8	-	-			
Notes						
~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon						

Lanes, Volumes, Timings

1: Jefferson Pike & SR-1

03/28/2018

						
Lane Group	SET	SER	NWL	NWT	NEL	NER
Lane Configurations						
Traffic Volume (vph)	1480	65	282	2154	35	176
Future Volume (vph)	1480	65	282	2154	35	176
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		0	110		0	100
Storage Lanes		0	1		1	1
Taper Length (ft)			150		25	
Lane Util. Factor	0.95	0.95	1.00	0.95	1.00	1.00
Frt	0.991					0.850
Flt Protected			0.950		0.950	
Satd. Flow (prot)	3469	0	1770	3539	1656	1538
Flt Permitted			0.081		0.950	
Satd. Flow (perm)	3469	0	151	3539	1656	1538
Right Turn on Red		Yes				Yes
Satd. Flow (RTOR)	14					232
Link Speed (mph)	45			45	30	
Link Distance (ft)	1119			721	1346	
Travel Time (s)	17.0			10.9	30.6	
Peak Hour Factor	0.88	0.58	0.89	0.85	0.50	0.76
Heavy Vehicles (%)	3%	5%	2%	2%	9%	5%
Adj. Flow (vph)	1682	112	317	2534	70	232
Shared Lane Traffic (%)						
Lane Group Flow (vph)	1794	0	317	2534	70	232
Turn Type	NA		pm+pt	NA	Prot	Perm
Protected Phases	6		5	2	4	
Permitted Phases			2			4
Detector Phase	6		5	2	4	4
Switch Phase						
Minimum Initial (s)	5.0		5.0	5.0	5.0	5.0
Minimum Split (s)	9.5		9.5	9.5	9.5	9.5
Total Split (s)	51.0		18.0	69.0	11.0	11.0
Total Split (%)	63.8%		22.5%	86.3%	13.8%	13.8%
Maximum Green (s)	46.5		13.5	64.5	6.5	6.5
Yellow Time (s)	3.5		3.5	3.5	3.5	3.5
All-Red Time (s)	1.0		1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0		0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5		4.5	4.5	4.5	4.5
Lead/Lag	Lag		Lead			
Lead-Lag Optimize?	Yes		Yes			
Vehicle Extension (s)	3.0		3.0	3.0	3.0	3.0
Recall Mode	Min		None	Min	None	None
Act Effect Green (s)	45.1		62.0	62.0	6.4	6.4
Actuated g/C Ratio	0.58		0.80	0.80	0.08	0.08
v/c Ratio	0.89		0.84	0.89	0.51	0.68
Control Delay	21.0		38.5	11.1	49.7	17.0
Queue Delay	0.0		0.0	0.0	0.0	0.0
Total Delay	21.0		38.5	11.1	49.7	17.0
LOS	C		D	B	D	B
Approach Delay	21.0			14.1	24.6	

SR-1 @ Jefferson Pike 03/13/2018 Baseline
Caleb Smith

Synchro 9 Report
Page 1

Lanes, Volumes, Timings

1: Jefferson Pike & SR-1

03/28/2018



Lane Group	SET	SER	NWL	NWT	NEL	NER
Approach LOS	C			B	C	
Stops (vph)	1204		161	1287	33	25
Fuel Used(gal)	33		7	43	1	3
CO Emissions (g/hr)	2292		495	2990	63	181
NOx Emissions (g/hr)	446		96	582	12	35
VOC Emissions (g/hr)	531		115	693	15	42
Dilemma Vehicles (#)	90		0	132	0	0
Queue Length 50th (ft)	371		97	310	34	0
Queue Length 95th (ft)	465		#222	354	40	35
Internal Link Dist (ft)	1039			641	1266	
Turn Bay Length (ft)			110			100
Base Capacity (vph)	2103		404	2963	139	342
Starvation Cap Reductn	0		0	0	0	0
Spillback Cap Reductn	0		0	0	0	0
Storage Cap Reductn	0		0	0	0	0
Reduced v/c Ratio	0.85		0.78	0.86	0.50	0.68

Intersection Summary

Area Type: Other

Cycle Length: 80

Actuated Cycle Length: 77.4

Natural Cycle: 80

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.89

Intersection Signal Delay: 17.2

Intersection LOS: B

Intersection Capacity Utilization 74.0%

ICU Level of Service D

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: Jefferson Pike & SR-1

 Ø2	 Ø4
69 s	11 s
 Ø5	 Ø6
18 s	51 s

HCM 2010 Signalized Intersection Summary

1: Jefferson Pike & SR-1

03/28/2018

								
Movement	SET	SER	NWL	NWT	NEL	NER		
Lane Configurations								
Traffic Volume (veh/h)	1480	65	282	2154	35	176		
Future Volume (veh/h)	1480	65	282	2154	35	176		
Number	6	16	5	2	7	14		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00		
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1842	1900	1863	1863	1743	1810		
Adj Flow Rate, veh/h	1682	112	317	2534	70	232		
Adj No. of Lanes	2	0	1	2	1	1		
Peak Hour Factor	0.88	0.58	0.89	0.85	0.50	0.76		
Percent Heavy Veh, %	3	3	2	2	9	5		
Cap, veh/h	2086	138	364	2836	138	128		
Arrive On Green	0.63	0.63	0.12	0.80	0.08	0.08		
Sat Flow, veh/h	3426	220	1774	3632	1660	1538		
Grp Volume(v), veh/h	877	917	317	2534	70	232		
Grp Sat Flow(s),veh/h/ln	1750	1804	1774	1770	1660	1538		
Q Serve(g_s), s	29.3	30.2	6.7	39.1	3.1	6.5		
Cycle Q Clear(g_c), s	29.3	30.2	6.7	39.1	3.1	6.5		
Prop In Lane		0.12	1.00		1.00	1.00		
Lane Grp Cap(c), veh/h	1095	1129	364	2836	138	128		
V/C Ratio(X)	0.80	0.81	0.87	0.89	0.51	1.81		
Avail Cap(c_a), veh/h	1095	1129	462	2925	138	128		
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00		
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00		
Uniform Delay (d), s/veh	11.0	11.1	21.0	5.4	34.2	35.8		
Incr Delay (d2), s/veh	4.3	4.6	13.7	3.9	3.0	393.9		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	15.2	16.2	8.0	19.8	1.6	14.0		
LnGrp Delay(d),s/veh	15.3	15.8	34.7	9.3	37.2	429.7		
LnGrp LOS	B	B	C	A	D	F		
Approach Vol, veh/h	1794			2851	302			
Approach Delay, s/veh	15.5			12.1	338.7			
Approach LOS	B			B	F			
Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		
Phs Duration (G+Y+Rc), s		67.0		11.0	13.7	53.3		
Change Period (Y+Rc), s		4.5		4.5	4.5	4.5		
Max Green Setting (Gmax), s		64.5		6.5	13.5	46.5		
Max Q Clear Time (g_c+I1), s		41.1		8.5	8.7	32.2		
Green Ext Time (p_c), s		21.5		0.0	0.5	14.1		
Intersection Summary								
HCM 2010 Ctrl Delay			33.3					
HCM 2010 LOS			C					

Lanes, Volumes, Timings

2: SR-266 WB Off Ramp

03/28/2018



Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations		↑↑	↑↑		↑	↑
Traffic Volume (vph)	0	1656	1845	0	9	591
Future Volume (vph)	0	1656	1845	0	9	591
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0			0	0	400
Storage Lanes	0			0	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00
Frt						0.850
Flt Protected					0.950	
Satd. Flow (prot)	0	3505	3539	0	1805	1553
Flt Permitted					0.950	
Satd. Flow (perm)	0	3505	3539	0	1805	1553
Link Speed (mph)		45	45		30	
Link Distance (ft)		846	603		1710	
Travel Time (s)		12.8	9.1		38.9	
Peak Hour Factor	0.92	0.90	0.84	0.92	0.50	0.80
Heavy Vehicles (%)	2%	3%	2%	2%	0%	4%
Adj. Flow (vph)	0	1840	2196	0	18	739
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	1840	2196	0	18	739
Sign Control		Free	Free		Stop	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

Intersection Capacity Utilization 94.3% ICU Level of Service F

Analysis Period (min) 15

Lanes, Volumes, Timings

1: Jefferson Pike & SR-1

03/28/2018

						
Lane Group	NBL	NBT	SBT	SBR	NEL	NER
Lane Configurations						
Traffic Volume (vph)	246	1811	2179	122	81	338
Future Volume (vph)	246	1811	2179	122	81	338
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	110			0	0	100
Storage Lanes	1			0	1	1
Taper Length (ft)	150				25	
Lane Util. Factor	1.00	0.95	0.95	0.95	1.00	1.00
Frt			0.988			0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	3539	3458	0	1656	1538
Flt Permitted	0.075				0.950	
Satd. Flow (perm)	140	3539	3458	0	1656	1538
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)			20			114
Link Speed (mph)		45	45		30	
Link Distance (ft)		691	1378		1346	
Travel Time (s)		10.5	20.9		30.6	
Peak Hour Factor	0.89	0.85	0.88	0.58	0.50	0.76
Heavy Vehicles (%)	2%	2%	3%	5%	9%	5%
Adj. Flow (vph)	276	2131	2476	210	162	445
Shared Lane Traffic (%)						
Lane Group Flow (vph)	276	2131	2686	0	162	445
Turn Type	pm+pt	NA	NA		Prot	Perm
Protected Phases	5	2	6		4	
Permitted Phases	2					4
Detector Phase	5	2	6		4	4
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0		5.0	5.0
Minimum Split (s)	9.5	9.5	9.5		9.5	9.5
Total Split (s)	10.0	63.0	53.0		17.0	17.0
Total Split (%)	12.5%	78.8%	66.3%		21.3%	21.3%
Maximum Green (s)	5.5	58.5	48.5		12.5	12.5
Yellow Time (s)	3.5	3.5	3.5		3.5	3.5
All-Red Time (s)	1.0	1.0	1.0		1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5		4.5	4.5
Lead/Lag	Lead		Lag			
Lead-Lag Optimize?	Yes		Yes			
Vehicle Extension (s)	3.0	3.0	3.0		3.0	3.0
Recall Mode	None	Min	Min		None	None
Act Effct Green (s)	58.5	58.5	48.5		12.5	12.5
Actuated g/C Ratio	0.73	0.73	0.61		0.16	0.16
v/c Ratio	1.29	0.82	1.28		0.63	1.32
Control Delay	181.5	10.9	148.1		43.7	189.6
Queue Delay	0.0	0.0	0.0		0.0	0.0
Total Delay	181.5	10.9	148.1		43.7	189.6
LOS	F	B	F		D	F
Approach Delay		30.4	148.1		150.7	

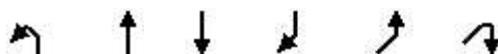
SR-1 @ Jefferson Pike 03/13/2018 Baseline
Caleb Smith

Synchro 9 Report
Page 1

Lanes, Volumes, Timings

1: Jefferson Pike & SR-1

03/28/2018



Lane Group	NBL	NBT	SBT	SBR	NEL	NER
Approach LOS		C	F		F	
Stops (vph)	110	1131	1800		73	190
Fuel Used(gal)	13	36	112		2	18
CO Emissions (g/hr)	903	2526	7851		138	1233
NOx Emissions (g/hr)	176	492	1528		27	240
VOC Emissions (g/hr)	209	585	1820		32	286
Dilemma Vehicles (#)	0	113	113		0	0
Queue Length 50th (ft)	~128	304	~914		77	~242
Queue Length 95th (ft)	#273	348	#1017		71	#318
Internal Link Dist (ft)		611	1298		1266	
Turn Bay Length (ft)	110					100
Base Capacity (vph)	214	2587	2104		258	336
Starvation Cap Reductn	0	0	0		0	0
Spillback Cap Reductn	0	0	0		0	0
Storage Cap Reductn	0	0	0		0	0
Reduced v/c Ratio	1.29	0.82	1.28		0.63	1.32

Intersection Summary

Area Type: Other

Cycle Length: 80

Actuated Cycle Length: 80

Natural Cycle: 150

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 1.32

Intersection Signal Delay: 98.7

Intersection LOS: F

Intersection Capacity Utilization 93.5%

ICU Level of Service F

Analysis Period (min) 15

~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: Jefferson Pike & SR-1



HCM 2010 Signalized Intersection Summary

1: Jefferson Pike & SR-1

03/28/2018

								
Movement	NBL	NBT	SBT	SBR	NEL	NER		
Lane Configurations								
Traffic Volume (veh/h)	246	1811	2179	122	81	338		
Future Volume (veh/h)	246	1811	2179	122	81	338		
Number	5	2	6	16	7	14		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00		
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1863	1863	1842	1900	1743	1810		
Adj Flow Rate, veh/h	276	2131	2476	210	162	445		
Adj No. of Lanes	1	2	2	0	1	1		
Peak Hour Factor	0.89	0.85	0.88	0.58	0.50	0.76		
Percent Heavy Veh, %	2	2	3	3	9	5		
Cap, veh/h	212	2588	1982	166	259	240		
Arrive On Green	0.07	0.73	0.61	0.61	0.16	0.16		
Sat Flow, veh/h	1774	3632	3362	273	1660	1538		
Grp Volume(v), veh/h	276	2131	1309	1377	162	445		
Grp Sat Flow(s),veh/h/ln	1774	1770	1750	1794	1660	1538		
Q Serve(g_s), s	5.5	32.5	48.5	48.5	7.3	12.5		
Cycle Q Clear(g_c), s	5.5	32.5	48.5	48.5	7.3	12.5		
Prop In Lane	1.00			0.15	1.00	1.00		
Lane Grp Cap(c), veh/h	212	2588	1061	1087	259	240		
V/C Ratio(X)	1.30	0.82	1.23	1.27	0.62	1.85		
Avail Cap(c_a), veh/h	212	2588	1061	1087	259	240		
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00		
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00		
Uniform Delay (d), s/veh	25.9	7.3	15.7	15.8	31.6	33.8		
Incr Delay (d2), s/veh	165.9	2.3	113.4	127.4	4.6	398.9		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	14.4	16.2	56.4	62.1	3.7	36.4		
LnGrp Delay(d),s/veh	191.8	9.5	129.2	143.2	36.2	432.6		
LnGrp LOS	F	A	F	F	D	F		
Approach Vol, veh/h		2407	2686		607			
Approach Delay, s/veh		30.4	136.4		326.8			
Approach LOS		C	F		F			
Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4	5	6		
Phs Duration (G+Y+Rc), s		63.0		17.0	10.0	53.0		
Change Period (Y+Rc), s		4.5		4.5	4.5	4.5		
Max Green Setting (Gmax), s		58.5		12.5	5.5	48.5		
Max Q Clear Time (g_c+I1), s		34.5		14.5	7.5	50.5		
Green Ext Time (p_c), s		23.9		0.0	0.0	0.0		
Intersection Summary								
HCM 2010 Ctrl Delay			111.9					
HCM 2010 LOS			F					

Lanes, Volumes, Timings

2: SR-266 WB Off Ramp

03/28/2018



Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations		↑↑	↑↑		↑	↑
Traffic Volume (vph)	0	2517	1605	0	10	452
Future Volume (vph)	0	2517	1605	0	10	452
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0			0	0	400
Storage Lanes	0			0	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00
Frt						0.850
Flt Protected					0.950	
Satd. Flow (prot)	0	3505	3539	0	1805	1553
Flt Permitted					0.950	
Satd. Flow (perm)	0	3505	3539	0	1805	1553
Link Speed (mph)		45	45		30	
Link Distance (ft)		846	603		1710	
Travel Time (s)		12.8	9.1		38.9	
Peak Hour Factor	0.92	0.90	0.84	0.92	0.50	0.80
Heavy Vehicles (%)	2%	3%	2%	2%	0%	4%
Adj. Flow (vph)	0	2797	1911	0	20	565
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	2797	1911	0	20	565
Sign Control		Free	Free		Stop	

Intersection Summary

Area Type: Other

Control Type: Unsignalized

Intersection Capacity Utilization 79.6% ICU Level of Service D

Analysis Period (min) 15

Warrants Summary														
Information														
Analyst								Intersection				SR 1 at Jefferson Pike		
Agency/Co				TDOT				Jurisdiction				Smyrna		
Date Performed				1/29/2018				Units				U.S. Customary		
Project ID								Time Period Analyzed				Tues Jan 9		
East/West Street				Jefferson Pike				North/South Street				SR 1		
File Name				SR 1 at Jefferson Pike Signal Warrant				Major Street				North-South		
Project Description														
General									Roadway Network					
Major Street Speed (mph)		45	☐		Population < 10,000				Two Major Routes		☐			
Nearest Signal (ft)		1400	☐		Coordinated Signal System				Weekend Count		☐			
Crashes (per year)		0	☐		Adequate Trials of Alternatives				5-yr Growth Factor		0			
Geometry and Traffic			EB			WB			NB			SB		
			LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of lanes, N			1	0	1	0	0	0	1	2	0	0	2	0
Lane usage			L		R				L	T			TR	
Vehicle Volume Averages (vph)			26	0	86	0	0	0	88	698	0	0	663	37
Peds (ped/h) / Gaps (gaps/h)			--	0 / 0	--	--	0 / 0	--	--	0 / 0	--	--	0 / 0	--
Delay (s/veh) / (veh-hr)			--	0 / 0	--	--	0 / 0	--	--	0 / 0	--	--	0 / 0	--
Warrant 1: Eight-Hour Vehicular Volume												☒		
1 A. Minimum Vehicular Volumes (Both major approaches --and-- higher minor approach) --or--												☐		
1 B. Interruption of Continuous Traffic (Both major approaches --and-- higher minor approach) --or--												☒		
1 (56%) Vehicular --and-- Interruption Volumes (Both major approaches --and-- higher minor approach)												☒		
Warrant 2: Four-Hour Vehicular Volume												☒		
2 A. Four-Hour Vehicular Volumes (Both major approaches --and-- higher minor approach)												☒		
Warrant 3: Peak Hour												☒		
3 A. Peak-Hour Conditions (Minor delay --and-- minor volume --and-- total volume) --or--												☐		
3 B. Peak- Hour Vehicular Volumes (Both major approaches --and-- higher minor approach)												☒		
Warrant 4: Pedestrian Volume												☐		
4 A. Four Hour Volumes --or--												☐		
4 B. One-Hour Volumes												☐		
Warrant 5: School Crossing												☐		
5. Student Volumes --and--												☐		
5. Gaps Same Period												☐		
Warrant 6: Coordinated Signal System												☐		
6. Degree of Platooning (Predominant direction or both directions)												☐		
Warrant 7: Crash Experience												☐		
7 A. Adequate trials of alternatives, observance and enforcement failed --and--												☐		
7 B. Reported crashes susceptible to correction by signal (12-month period) --and--												☐		

7 C. (56%) Volumes for Warrants 1A, 1B --or-- 4 are satisfied	☒
Warrant 8: Roadway Network	☐
8 A. Weekday Volume (Peak hour total --and-- projected warrants 1, 2 or 3) --or--	☐
8 B. Weekend Volume (Five hours total)	☐
Warrant 9: Grade Crossing	☐
9 A. Grade Crossing within 140 ft --and--	☐
9 B. Peak-Hour Vehicular Volumes	☐

Warrants Volume

Information

Analyst		Intersection	SR 1 at Jefferson Pike
Agency/Co	TDOT	Jurisdiction	Smyrna
Date Performed	1/29/2018	Units	U.S. Customary
Project ID		Time Period Analyzed	Tues Jan 9
East/West Street	Jefferson Pike	North/South Street	SR 1
File Name	SR 1 at Jefferson Pike Signal Warrant	Major Street	North-South

Project Description

Warrant 1

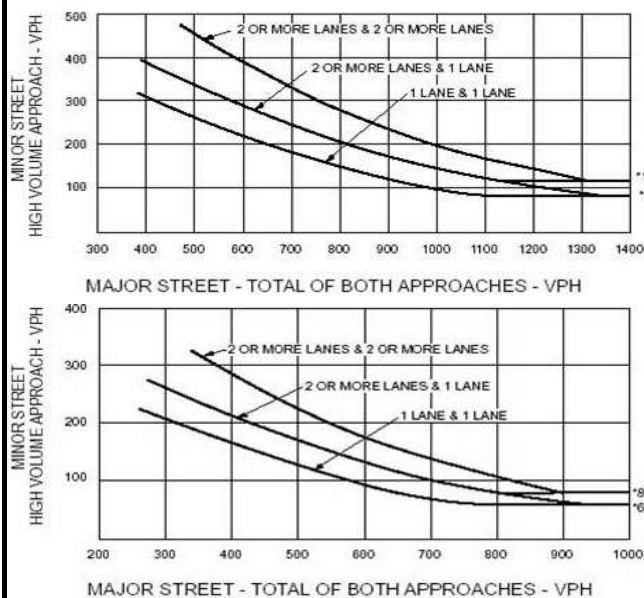
Condition A—Minimum Vehicular Volume

Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher-volume minor-street approach (one direction only)			
Major Street	Minor Street	100%	80%	70%	56%	100%	80%	70%	56%
1	1	500	400	350	280	150	120	105	84
2 or more	1	600	480	420	336	150	120	105	84
2 or more	2 or more	600	480	420	336	200	160	140	112
1	2 or more	500	400	350	280	200	160	140	112

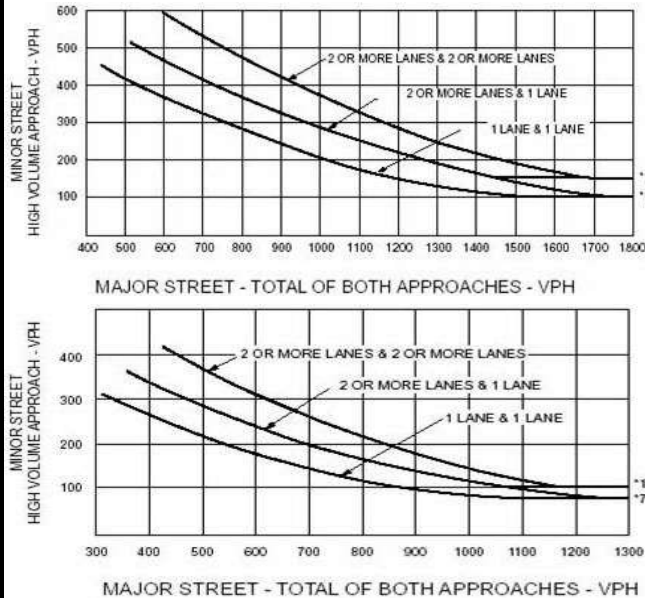
Condition B—Interruption of Continuous Traffic

Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher-volume minor-street approach (one direction only)			
Major Street	Minor Street	100%	80%	70%	56%	100%	80%	70%	56%
1	1	750	600	525	420	75	60	53	42
2 or more	1	900	720	630	504	75	60	53	42
2 or more	2 or more	900	720	630	504	100	80	70	56
1	2 or more	750	600	525	420	100	80	70	56

Warrant 2



Warrant 3



Volume Summary

Major Street Lanes 2+			Minor Street Lanes 2+		Speed		45		Population		10000+
Hours	Major Volume	Minor Volume	Total Volume	1A (70%)	1A (56%)	1B (70%)	1B (56%)	2 (70%)	3A (70%)	3B (70%)	
07-08	2215	118	2333	No	Yes	Yes	Yes	Yes	No	Yes	
08-09	2520	149	2669	Yes	Yes	Yes	Yes	Yes	No	Yes	
09-10	1866	119	1985	No	Yes	Yes	Yes	Yes	No	Yes	
10-11	0	0	0	No	No	No	No	No	No	No	
11-12	0	0	0	No	No	No	No	No	No	No	
12-13	1591	139	1730	No	Yes	Yes	Yes	Yes	No	Yes	
13-14	1679	141	1820	Yes	Yes	Yes	Yes	Yes	No	Yes	
14-15	0	0	0	No	No	No	No	No	No	No	
15-16	0	0	0	No	No	No	No	No	No	No	
16-17	2584	206	2790	Yes	Yes	Yes	Yes	Yes	No	Yes	
17-18	2682	257	2939	Yes	Yes	Yes	Yes	Yes	No	Yes	
18-19	2715	226	2941	Yes	Yes	Yes	Yes	Yes	No	Yes	
Totals	17852	1355	19207	5	8	8	8	8	0	8	

TENNESSEE DEPARTMENT OF TRANSPORTATION

COUNTY	= Rutherford		Date:	5/11/2017																
Route	= SR 1																			
Location	= Intersection Jedfferson Pike																			
Highway Type	= Urban divided stop sign intersection																			
FUNCTIONAL CLASS	Urban principal																			
DATA YEARS	= 4/1/14 to 3/30/17																			
ADT YEARS USED	= trims 2016																			
COMMENTS	= stop sign																			
	Qualifies due to 4 incapacitating crashes plus																			
ANALYZED BY	= DH // Also 25 of 38 crashes other than rear end: 66percent																			
SECTION = MORE THAN 0.10 MILE / SPOT = LESS THAN OR EQUAL TO 0.10 MILE																				
BLM	ELM	Length	Average AADT	VMT																
		0.000		0																
0.000		0.000		0																
0.000		0.000		0																
0.000	0.000	0.000	0	0																
0.000	0.000	0.000	0	0																
0.000	0.000	0.000	0	0																
0.000	0.000	0.000	0	0																
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		0.000	0	0																
INTERSECTION Log Mile = 3.446 PRODUCED PURSUANT TO PUBLIC RECORDS REQUEST This document is covered by 23 USC §409 and its production pursuant to a public document records request does not waive the provisions of §409 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Leg</td> <td>Traffic AADT</td> </tr> <tr> <td>North</td> <td>= 24,540</td> </tr> <tr> <td>East</td> <td>=</td> </tr> <tr> <td>South</td> <td>= 24,540</td> </tr> <tr> <td>West</td> <td>=</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Entering AADT</td> <td>= 24,540</td> </tr> <tr> <td colspan="2">Trims 2016</td> </tr> </table> Urban Divided Stop Sign Intersection 4/1/14 To 3/30/17					Leg	Traffic AADT	North	= 24,540	East	=	South	= 24,540	West	=			Entering AADT	= 24,540	Trims 2016	
Leg	Traffic AADT																			
North	= 24,540																			
East	=																			
South	= 24,540																			
West	=																			
Entering AADT	= 24,540																			
Trims 2016																				
		Total	Fatal	Incap. Injury	*Severe Crashes	Other Injury														
No. of Crashes	=	38	0	4	4	9														
No. of Years	=	3																		
SW avg. rate	=	0.177	0.001	0.006	0.007	0.043														
12-14 S/W Rates																				
Exposure (E)	=	26.8713																		
Crash Rate (A)	=	1.414	0.000	0.149	0.149	0.335														
Critical Rate (C)	=	0.384																		
Severity Index (SI)	=	0.4474																		
Actual Rate/SW Average	=	7.99	0.00	24.81	21.27	7.79														
Ratio of A/C	=	3.68																		
* Severe Crashes are the sum of fatal and incapacitating injury crashes																				
Revised 4/8/15																				
T.D.O.T. Strategic Transportation Investments Division/ Safety Data // Also 25 Of 38 Crashes Other Than Rear End: 66Percent																				

Route Feature Description Listing

Rutherford County (75) - Route: SR001, Special Case: 0-None , County Sequence: 1, Log Mile 0 to 5

COUNTY: RUTHERFORD

COUNTY NO: 75

ROUTE: SR001

SPECIAL CASE: 0-NONE

CTY SEQ: 1

LOG MILE	ITEM CODE	ROUTE FEATURE	DESC CODE
1.310	9	CULVERT: DRAINAGE	980
1.319	5	A719 WALDRON CIR. RT.	520
1.334	9	TRAFFIC SIGNAL	905
1.334	5	A703 FLOYD MAYFIELD DR. LT.	530
1.420	9	USPO LAVERGNE 37086 LT.	916
1.464	5	A811 LILLIAN BUCHANAN DR. LT.	530
1.601	5	E910 VETERANS MEMORIAL PKWY. LT.	530
1.625	9	TRAFFIC COUNT STATION 4	959
1.780	5	A713 EASY ST. LT.	530
1.804	5	C448 FORTY-ONE CT. RT.	520
1.860	9	TRAFFIC SIGNAL	905
1.860	4	4670 DICK BUCHANAN ST. LT.	430
2.000	2	BRIDGE [75SR0010001]: FINCH BRANCH	221
2.290	5	A714 MINERVA DR. LT.	530
2.364	5	A715 MERCURY DR. LT.	530
2.480	9	TRAFFIC SIGNAL / ENTRANCE TO WAL-MART SUPER CENTER	905
2.580	2	BRIDGE [75SR0010003]: BRANCH	221
2.670	9	TRAFFIC SIGNAL	905
2.670	4	4044 FERGUS RD. LT.	430
3.049	1	LEAVE LAVERGNE CITY LIMITS	135
3.049	1	ENTER SMYRNA CITY LIMITS	130
3.049	0	BEGIN N. LOWRY ST.	920
3.181	9	TRAFFIC SIGNAL	905
3.181	5	E920 AVIATION PKWY. LT.	530
3.446	5	A056 JEFFERSON PK. RT.	520
3.560	7	RAMP 4-H FROM SR-266 E. SAM RIDLEY PKWY. LT.	715
3.570	9	CULVERT: DRAINAGE	980
3.740	7	RAMP 4-G FROM SR-266 E. SAM RIDLEY PKWY. LT.	715

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AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 7, 2023

Item Title: Approve Contract with the Regional Transportation Authority for the Provision of Regional Bus Service for Fiscal Year 2023-2024.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Contract - RTA

Summary:

This is the annual contract with the RTA for the Bus Service that goes through La Vergne between Nashville and Murfreesboro.

Background Information:

This is the annual contract for La Vergne's share of the costs for the regional bus service through La Vergne. There are no changes from previous years.

Financial Summary:

La Vergne's share of the costs is \$9,000. This has been budgeted for FY 2023-2024.

Staff Recommendation:

Staff recommends approval.

March 15, 2023

A Service of RTA

430 Myatt Drive
Nashville, TN 37115
WeGoTransit.com
615-862-5969

Randall Hutto, Chair
Mayor Wilson County

Paige Brown, Vice Chair
Mayor City of Gallatin

Edward Cole, Secretary
Governor Appointee
Davidson County

Stephen G. Bland
Chief Executive Officer

Andy Burke
Chief Operating Officer

Renuka Christoph
Chief Communications Officer

Vince Malone
Chief of Staff & Administration

Nick Oldham
Chief Safety & Security Officer

Edward W. Oliphant
Chief Financial Officer

Trey Walker
Chief Development Officer

Mayor Cole —

RTA's primary goal is to reduce the amount of weekday traffic along heavily populated Middle TN corridors. In doing so, this can benefit the local population with improvements in the air quality. Because of your continuing support of the Regional Transportation Services (RTA) in Middle Tennessee, we can continue growing our transportation services that will help us make a difference long term.

That being said, the time has come to renew the R&R Regional Bus Service annual contract for the **86X Smyrna-LaVergne Express** service for FY24 (July 1, 2023 to June 30, 2024).

I have attached the following documents for your review:

- Cover letter
- The proposed FY24 service contract
- The proposed FY24 service budget
- The invoice for your FY24 subsidy support of \$9,000
- The route schedule with map

Once you have approved the service contract, please sign and return it to me by email. An electronic copy of the fully executed contract will be returned to you by email once our CEO signs it.

Feel free to contact me if you have any questions.

Regards,

Jeff Burysek | RTA Grants & Special Projects Administrator
WeGo Public Transit | RTA of Middle Tennessee
430 Myatt Drive | Nashville, TN | 37115
Tel: 615-862-8869 | Fax: 615-862-4127
jeffery.burysek@nashville.gov

**CONTRACT NO. 2011203-C
BETWEEN
REGIONAL TRANSPORTATION AUTHORITY
AND
CITY OF LAVERGNE**

This Contract, entered into on the 1st Day of July, 2023, by and between the Regional Transportation Authority, located at 430 Myatt Drive, Nashville TN 37115, (hereinafter "RTA"), and the City of LaVergne, located at 5093 Murfreesboro Road, LaVergne, TN 37086, (hereinafter "the City"). This contract is for the provision of Regional Bus Service (hereinafter "the Service") between Nashville/Davidson County and the City of LaVergne.

The RTA was established pursuant to statutory law enacted by the Tennessee General Assembly, T.C.A. 64-8-101 et seq.

A. SCOPE OF SERVICES

The RTA shall provide regional bus service between Nashville/Davidson County, and City of LaVergne, Tennessee. The City shall have no obligation for services rendered by the RTA which are not performed within the specified period or between the specified route terminus.

B. TERM

The Contract term start date shall be July 1, 2023; the Contract end date shall be June 30, 2024.

C. PAYMENT

In consideration for RTA's provision of regional bus services, the City shall provide RTA the amount of nine thousand dollars (\$9,000.00).

The RTA shall invoice the City for its route subsidy share as stated above and shown in Attachments 1 & 2. RTA will send the City a lump sum invoice in the amount of \$9,000.00 to be paid directly to RTA. The amount represents the full amount owed to RTA by the City.

The City shall send payment to RTA, 430 Myatt Drive, Nashville, TN 37115, ATTN: Accounting Department.

D. STANDARD TERMS AND CONDITIONS

1. Neither RTA nor the City are bound by this Contract until it is executed by the parties.
2. This Contract may be modified only by a written amendment executed by all parties hereto.
3. The RTA may terminate this Contract and the Service obligations if adequate Grant Funds are not available to continue the Service. In the event of termination, the City shall receive a share of any of their route subsidy that remains. The reimbursement will be determined by dividing the \$9,000.00 by 12 and multiplying that amount by the number of months the City did not receive Service.
4. The RTA warrants that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the RTA on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The RTA shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
5. The RTA warrants that no part of the Contract amount shall be paid directly or indirectly to an employee or official of City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, or consultant to the RTA in connection with any work contemplated or performed relative to this Contract.
6. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee.
7. As part of the RTA yearly audit, a full audit of this project will be conducted by an outside auditing firm and made available to the City. All financial records will be consistent with internal accounting procedures.

IN WITNESS WHEREOF, as of the date written above, the parties have caused this Contract to be signed by their duly authorized representatives.

Regional Transportation Authority

City of LaVergne

Stephen G. Bland, CEO

Date

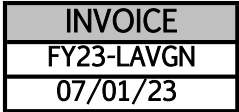
Date



Relax & Ride

Smyrna Express (86X) Relax & Ride Budget FY2022 Budget with Comparative FY2023 Forecast Budget

	FY2023	FY2024
Days of Service [365 days - 104 days in weekends - 7 weekday holidays]	254	253
Number of Daily Trips	7	7
Ridership (estimate)	6,650	7,315
Operating Hours per Day (including deadhead)	13.45	13.38
Cost per hour of Service	\$116.98	\$120.49
TOTAL Daily Cost of Service	\$1,573	\$1,612
Cost of Service		
Cost of Runs [hrs/day X Cost/hr X 254 days]	399,639	407,876
Board-Initiated R&R RESERVE	25,699	18,151
<i>Total Costs</i>	425,338	426,027
Estimated Revenues		
Estimated Cash Fares/Pass Sales	16,057	17,802
One Time Contribution from Other Op Revenues (or Reserves)		0
CARES ACT Funding to "Keep Service Whole"	172,658	145,051
ADD: RTA \$5307 Operating Funding		
Federal (50%)		
Local Match (50%)		
ADD: CMAQ Funding		
Federal	137,101	159,265
TDOT Match on CMAQ	17,138	19,908
TDOT Operating Subsidy	38,816	35,900
<i>Total Estimated Revenues</i>	381,770	377,926
<i>Estimated Net Cost</i>	43,568	48,101
Regional Subsidies		
Town of Smyrna	4,467	9,000
City of LaVergne	9,000	9,000
Rutherford County	12,305	12,305
Davidson County	17,796	17,796
<i>Total Subsidy (100%)</i>	43,568	48,101
Balance	0	0



FROM: Regional Transportation Authority
430 Myatt Drive
Madison, TN 37115
615-862-5969

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Weekdays to Nashville		
Stars and Strikes	Rebecca Way	Central
4	3	1
5:50	5:55	6:45
6:15	6:20	7:15
6:45	6:50	7:45

Bold times denote p.m. hours.

Weekdays from Nashville			
Central Bay 2	Greyhound Bus Station	Sunset Street	Stars and Strikes
1	2	3	4
3:25	3:36	4:24	4:30
3:55	4:08	5:00	5:06
4:25	4:39	5:32	5:38
4:55	5:09	6:02	6:08

■ The bus may leave this stop early.

No service Saturdays, Sundays or holidays.

Title VI of the Civil Rights Act of 1964 states that "No Person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." For more information on Title VI, visit WeGoTransit.com.

Title VI

WeGo Public Transit makes reasonable accommodations in order for individuals with disabilities to fully use transit services. All requests should be made in advance by filling out and submitting a Reasonable Accommodation Request form. For more information on Reasonable Accommodations, visit WeGoTransit.com.

ADA

WeGo Public Transit makes reasonable

accommodations in order for individuals with disabilities to fully use transit services. All

requests should be made in advance by filling out and submitting a Reasonable Accommodation

Request form. For more information on Reasonable Accommodations, visit WeGoTransit.com.

Regional Fares & Passes

- Reloadable QuickTicket\$3.00
- 1-Ride Regional Bus\$4.25
- 1-Ride Regional Bus Discounted* ...\$2.00
- 20-Ride Regional Bus\$73.50
- Star Shuttles (Routes 64 & 93)Free
- Children age 4 and younger ride free.

* Youth, seniors, persons with disabilities, and Medicare cardholders may be eligible for discounted fares and passes. Apply at WeGo Central.

All bus and train fares are sold through QuickTicket, WeGo's seamless fare payment system. Through QuickTicket, you can pay for your fare using a reloadable card, a smartphone app, or non-reloadable ticket on all WeGo routes, services, and vehicles.

For more information on QuickTicket, visit QuickTicketTN.com.

For More Information

- Customer Care**
615-862-5950
6:30 a.m. to 8:00 p.m. – Monday-Friday
8:00 a.m. to 5:00 p.m. – Saturday
10:30 a.m. to 2:30 p.m. – Sunday
- Central**
400 Dr. Martin L. King Jr. Blvd.
4:45 a.m. to 12:15 a.m. – Monday-Saturday
5:45 a.m. to 11:15 p.m. – Sundays and holidays

- Administrative Offices**
615-862-5969
430 Myatt Drive
8:00 a.m. to 4:30 p.m. – Monday-Friday
Closed weekends and holidays
8:00 a.m. to 4:30 p.m. – Monday-Friday
Closed weekends and holidays

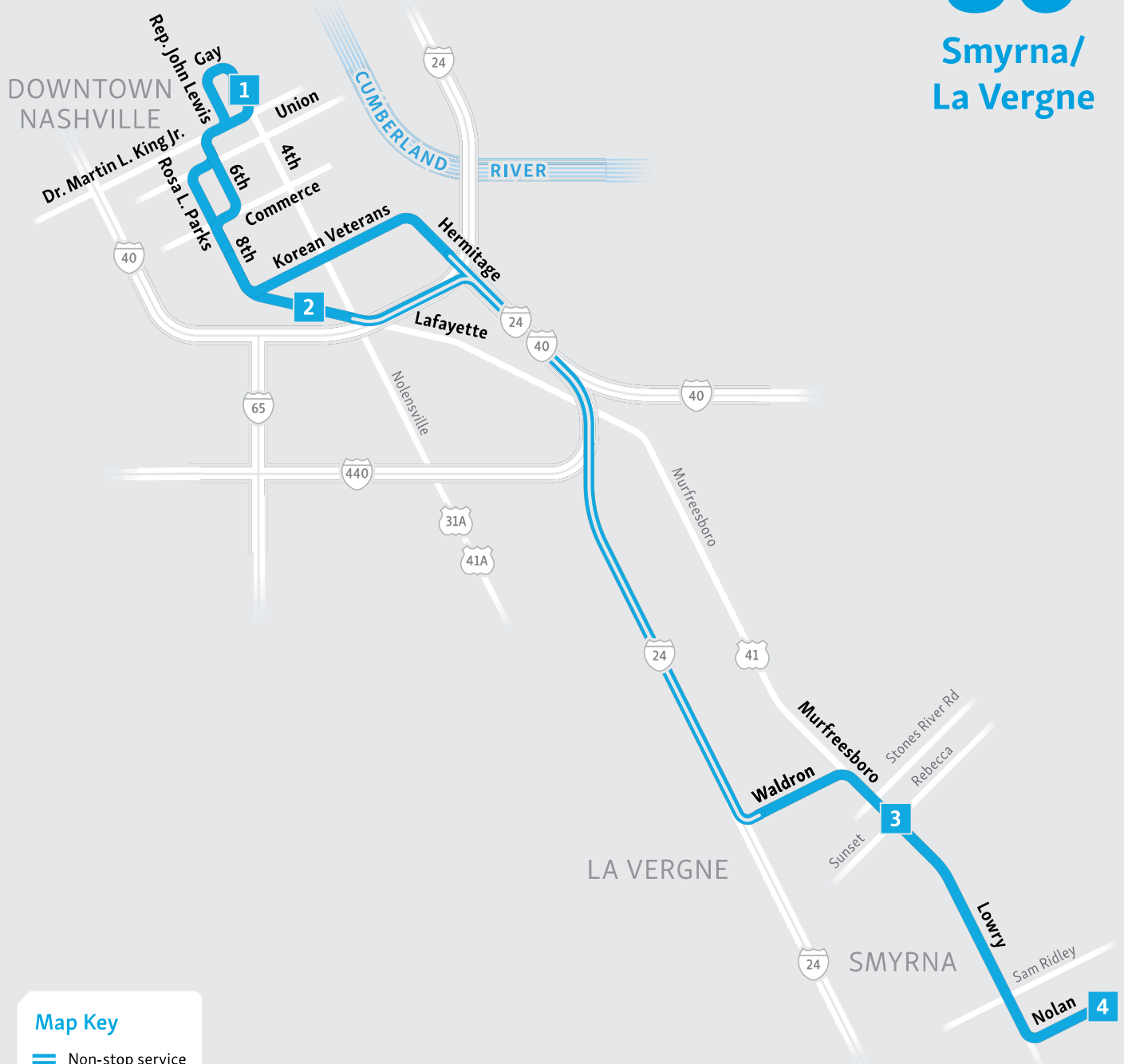
Stay Connected

- WeGoTransit WeGoTransit.com
- @WeGoTransit WeGoTransit.com/ride/alerts
- @WeGoTransit customer.comments@nashville.gov



86

Smyrna/
La Vergne





AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 7, 2023

Item Title: Approve Grant Contract for the Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Grant Award Package

Summary:

The La Vergne Police Department received a grant for \$12,037.00 from the JAG Program towards the purchase of a Mobile Surveillance Trailer. The LPD requests the Board's approval of the grant contract.

Background Information:

The purpose of the JAG program is to support law enforcement by increasing strategies to address violent crime and increase the quality of life in our communities. The mobile surveillance camera will be used in various locations in the city to assist in investigations, hot spot policing and monitoring target areas.

Financial Summary:

The amount received from the grant will be \$12,037.00. The cost of the mobile surveillance camera is \$29,995.00. A budget amendment will be presented at the next meeting to allocate funds for the remaining portion that is not funded.

Staff Recommendation:

Staff recommends approval of the grant contract so the budget amendment and grant process can begin.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF LA VERGNE 5093 MURFREESBORO RD
City, State and Zip:	LA VERGNE, TN 37086
Recipient UEI:	C989JJACBLZ6
Project Title: Mobile Surveillance Trailer Purchase	Award Number: 15PBJA-23-GG-03781-JAGX
Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$12,037.00	Federal Award Date: 9/26/23
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/22	Project Period End Date: 9/30/24
Budget Period Start Date: 10/1/22	Budget Period End Date: 9/30/24
Project Description: The city of La Vergne will use JAG funds to purchase a law enforcement surveillance trailer. The trailer will be used in various locations in the city to assist in investigations, hot spot policing, and monitoring target areas.	

Award Letter

September 26, 2023

Dear Kemishia Sadler,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF LA VERGNE for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$12,037.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg

Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF LA VERGNE

UEI

C989JJACBLZ6

Street 1

5093 MURFREESBORO RD

Street 2

City

LA VERGNE

State/U.S. Territory

Tennessee

Zip/Postal Code

37086

Country

United States

County/Parish

Province

Award Details

Federal Award Date

9/26/23

Award Type

Initial

Award Number

15PBJA-23-GG-03781-JAGX

Supplement Number

00

Federal Award Amount

\$12,037.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT13958653

Grant Manager Name
Shaketta Cunningham
Phone Number
[202-514-4493](tel:202-514-4493)
E-mail Address
Shaketta.Cunningham@usdoj.gov

Project Title
Mobile Surveillance Trailer Purchase

Performance Period Start Date
10/01/2022

Performance Period End Date
09/30/2024

Budget Period Start Date
10/01/2022

Budget Period End Date
09/30/2024

Project Description

The city of La Vergne will use JAG funds to purchase a law enforcement surveillance trailer. The trailer will be used in various locations in the city to assist in investigations, hot spot policing, and monitoring target areas.

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the

recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/>

/www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the

Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

32

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

33

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must

complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

34

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

38

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental

impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

39

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

40

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent

with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other

restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

56

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

57

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

58

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

59

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

63

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

64

Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Deputy Assistant Attorney General

Name of Approving Official

Maureen Henneberg

Signed Date And Time

9/21/23 10:21 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official

Grant Writer

Signed Date And Time



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 7, 2023

Item Title: Approve Application for a Roadblock to be Conducted by the First Community M.B. Church from 10:30 a.m. until 3:00 p.m. on Saturday, November 11, 2023 with a Rain Date of Saturday, December 9, 2023 at the Intersection of Murfreesboro Road and Stones River Road.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Roadblock Application

Summary:

This is a request from the church to conduct a roadblock on Saturday, November 11, 2023.

Background Information:

The First Community M.B. Church has submitted a request to conduct a roadblock at the intersection of Murfreesboro Road and Stones River Road on Saturday, November 11, 2023 between 10:30 a.m. and 3:00 p.m. with a rain date of Saturday, December 9, 2023. The board must approve this request in order for them to conduct the roadblock.

Financial Summary:

There is no financial impact to the city.

Staff Recommendation:

Staff recommends approval.

City of La Vergne, Tennessee

5093 Murfreesboro Road, La Vergne, TN 37086 ♦ (615) 793-6295

APPLICATION FOR ROADBLOCK

Pursuant to Title 9, Chapter 2, Section 9-208 of the La Vergne Municipal Code, approval must be obtained from the Board of Mayor and Aldermen before any person, club, organization or similar group can conduct a roadblock on a public street. All approved applicants must coordinate the roadblock with the Police Department to ensure that proper traffic controls are in place and that the activity will not cause any unreasonable interference with traffic.

APPLICANT INFORMATION

(Please Print or Type - Any Correspondence will be addressed to the individual.)

1. Date of Application: Oct 23,
 2. Phone Number: 615-4397520
 3. Organization Name: First Community M.B. Church
 4. Contact Name: Jahame P. Brandeson.
 5. Address: 149 First Drive, La Vergne, TN 37086
EMAIL: brandeson jahame@gmail.com
 6. Date of Event: Nov. 11/2023
 7. Time of Event: 10:30 AM - 3:00 PM
 8. Alternate Rain Date: Next Suitable Date - DEC 9, 2023
 9. Location of Roadblock: Stone River Road & Murfreesboro Rd
 10. Description of Event: TO GET A WATER LEAK FIXED
Cause we have to get a plumbing Co.
to find it. We have to cut water off after
church.
- (If additional space is needed, please use an additional sheet of paper.)

By submitting this application for approval, I hereby agree that my group / organization will remove any and all litter that may be left on the streets as a result of the roadblock.

Jahame P. Brandeson
Applicant Signature

Date: 10/23/2023



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 7, 2023

Item Title: First Reading - **Ordinance #2023-27** - An Ordinance to Amend Title 16, Chapter 5, Section 16-502 of the La Vergne Municipal Code and Amend the City of La Vergne Fee Schedule Regarding the Moving of Houses, Structures or Buildings.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Ordinance #2023-27

Summary:

This is an ordinance to amend the La Vergne Municipal Code and the Fee Schedule regarding the fees relating to the moving of houses, structures and buildings.

Background Information:

When the fee schedule was established two years ago, the fees relating to the moving of houses, structures and buildings were inadvertently left out of the fee schedule. There was a listing for a House Moving Permit, but there were two sections in the Municipal Code regarding the moving of houses and the section in Title 16, Chapter 5, Section 16-502 was not amended and moved to the fee schedule.

This corrects that oversight and removes the fees from the municipal code and adds them to the Fee Schedule.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-27

AN ORDINANCE TO AMEND THE TITLE 16, CHAPTER 5, SECTION 16-502 OF THE LA VERGNE MUNICIPAL CODE AND AMEND THE CITY OF LA VERGNE FEE SCHEDULE REGARDING THE MOVING OF HOUSES, STRUCTURES OR BUILDINGS.

WHEREAS, the Board of Mayor and Aldermen of the City of La Vergne established a fee schedule for all fees that are being charged by the City; and

WHEREAS, the fees that were listed in the Municipal Code were removed and placed in the new fee schedule; and

WHEREAS, the fees found in Title 16, Chapter 5, Section 16-502 of the La Vergne Municipal Code were inadvertently left out of the original fee schedule.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE THAT:

SECTION 1. Title 16, Chapter 5, Section 16-502 of the La Vergne Municipal Code be deleted in its entirety and replaced to read as follows:

16-502. Application, fees, and insurance. A person seeking issuance of a permit shall file an application for such permit. At a minimum, the application shall set forth:

- (1) The kind and type of building to be moved;
- (2) The address of the final destination of the building;
- (3) The length, height and width of the building; and
- (4) The highways and streets over, along or across which the building is proposed to be moved.

The application shall be accompanied by a nonrefundable permit application fee as set forth in the fee schedule adopted with the annual budget. The police chief may direct that city provide a police escort in front of and behind the oversized load as it moves through the city to accompany the movement of the structure to protect the public from injury. The city shall be paid a fee as set forth in the fee schedule adopted with the annual budget for the escorts, with minimum charge as set forth in the fee schedule adopted with the annual budget.

The application shall be accompanied by a liability insurance policy issued by an insurance company authorized to do business in the State of Tennessee and approved as to form by the city attorney in an amount not less than fifty thousand dollars (\$50,000.00). This insurance policy shall be called upon if there is any damage done to any city property due to the moving of the building.

SECTION 2. The Codes Department, Permits, House Moving Permit line of the City of La Vergne Fee Schedule be amended to read as follows:

<u>Name / Purpose of Fee</u>	<u>2023 - 2024</u>	<u>LMC / Ordinance Reference</u>
<u>Codes Department</u>		
• <u>Permits</u>		
* Moving of Houses, Structures or Buildings	Application fee of \$50.00; Police Escort Fee of \$200 per hour with a \$200 minimum charge.	LMC 16-502

SECTION 3. Each section, subsection, paragraph, sentence and clause of this ordinance is hereby declared to be separable and severable. The validity of any, subsection, paragraph, sentence or clause shall not be effected by the invalidity of any other portion of this ordinance, and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted herefrom.

SECTION 4. That this Ordinance take effect immediately, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 7, 2023

Item Title: **Resolution #2023-22** - A Resolution of the City of La Vergne of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Resolution #2023-22

Summary:

This is a resolution to declare property as surplus and authorize the sale of the items on [GovDeals.com](https://govdeals.com).

Background Information:

The items on this surplus property resolution are from the Police Department. The items include a cash register, a cargo trailer, three HumVees, and an old light tower.

Financial Summary:

The revenues from the sale of these items will go to the General Fund.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-22

A RESOLUTION OF THE CITY OF LA VERGNE BOARD OF MAYOR AND ALDERMEN TO DECLARE PROPERTY OWNED BY THE CITY TO BE SURPLUS TO THE CITY'S NEEDS AND DIRECTING DISPOSAL OF THE SAME.

WHEREAS, the City of La Vergne has identified various items of city-owned property as being surplus to the needs of the city and has determined it to be in the public interest to offer them for sale or destruction.

NOW, THEREFORE, BE IT RESOLVED BY THE LA VERGNE BOARD OF MAYOR AND ALDERMEN, AS FOLLOWS:

Section 1. Property declared surplus to the needs of the city government. The following described property is hereby declared to be of low value and surplus to the needs of the city.

<u>Item</u>	<u>Description</u>	<u>VIN / Serial Number</u>
Police Department		
Sharp Cash Register	Model ER-A440 Electronic Cash Register; Needs repair; parts unavailable for repair. Key functions work, X and Z, cash drawer, internal calculations all work. Includes Key.	6800629Y
Two Wheel Military Cargo Trailer	1.5 Ton Cargo Trailer, Model M105A2. 166.5" X 83" X 72.75". Unknown condition. Tires are low in air. Has been parked for a long time.	N/A
1987 AM General HumVee #1	AM General M998 HMMWV. 15,621 miles; 6.5L Diesel engine; needs repair; Automatic transmission. 4X4; 4 Door; Hard Top; 37x12.50R16.5 tires. Camo exterior. No A/C. One tire down that needs air.	027814
1987 AM General HumVee #2	AM General M998 HMMWV. 24,591 miles; 6.5L Diesel engine; needs repair; Automatic transmission. 4X4; 4 Door; Soft Top; 37x12.50R16.5 tires. Camo exterior. No A/C. Ran when parked, but does not start currently. Does crank with a jumpstart.	153218
1994 AM General HumVee #3	AM General M998 HMMWV. 30,747 miles; 6.5L Diesel engine; needs repair; Automatic transmission. 4X4; 4 Door; Hard Top; 37x12.50R16.5 tires. Tan exterior. No A/C. Starts and Runs.	156275

Coleman Light Tower	Coleman Model MH4000RDKH Light tower. Sold as-is. Has not been started in 10 years. Unknown condition. Probably needs repair.	N/A
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Section 2. City Administrator directed to dispose of surplus property. In compliance with Section 11.05 of the City of La Vergne Purchasing Policy (Ordinance #2023-01), the City is hereby directed to conduct a public auction for the sale of the surplus items enumerated in Section 1 of this Resolution. If said auction does not result in an acceptable bid, the City Administrator is authorized to sell any unsold items of surplus property for scrap, or at his option, have the items disposed of as solid waste.

Section 3. Effective Date. This Resolution take effect immediately after its passage, the welfare of the City requiring it.

Resolved this the 7th day of November, 2023.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. Please complete all sections.

Item Description:

Year: Unknown	Manufacturer: Sharp	Model #: ER-A440
Serial Number: 6800629Y		
Description of Use: Electronic Cash Register		
Color:	Office Gray	Size (L x W x H): 16.5" X 16.5" X 14"
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☒ Needs Repair	☐ Unknown Condition
# of Hours: 40	Equipment was maintained every: Day		☐ Hours	☒ Days
Damage:	☐ Major Damage		☐ Minor Damage	
Explain Damage or Repairs Needed: Journal and Tape feed not operational, parts unavailable for repair. Key functions work, X and Z, cash drawer, internal calculations all work. With Key.				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Purchased a new register with expandable future functions
Current Estimated Value:	20.00
Suggested Minimum Sale Price:	5.00
Location of Property:	Police Records 5093 Murfreesboro Road, Laverne tn.
For more information, contact:	Wanda Gannon, Supervisor Law Enforcement Records

Department Information:

Your Name: Wanda Gannon	Department: Police Records
Signature: 	Date: 10/4/23

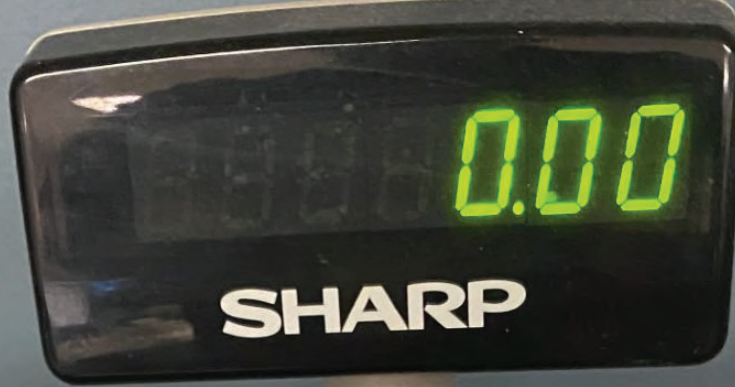
I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____



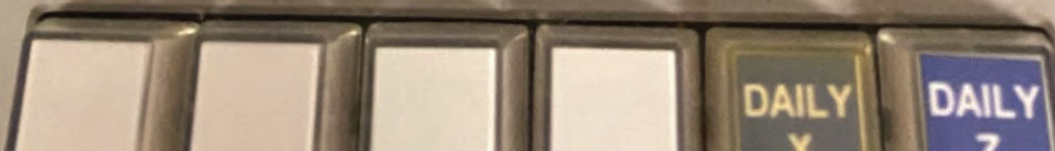
PLU/SUB
DEPT REPEAT



RCPT
OFF

ELECTRONIC
CASH REGISTER

ER-A440





CAUTION:

TO PREVENT ELECTRICAL
SHOCK, DISCONNECT SUPPLY
CORD BEFORE SERVICING.

CAUTION:

FOR A COMPLETE ELECTRICAL
DISCONNECTION, PULL OUT
THE MAINS PLUG.

PRECAUCION:

PARA UNA COMPLETA
DESCONEXION ELECTRICA,
DESENCHUFE LA CLAVIA
DE LA RED.

ATTENTION:

POUR OBTENIR UNE TOTALE
DECONNECTION, DEBRANCHER
LA PRISE PRINCIPALE.

THIS DEVICE COMPLIES WITH PART 15 OF THE FCC RULES. OPERATION IS
SUBJECT TO THE FOLLOWING TWO CONDITIONS: (1) THIS DEVICE MAY NOT
CAUSE HARMFUL INTERFERENCE, AND (2) THIS DEVICE MUST ACCEPT ANY
INTERFERENCE RECEIVED, INCLUDING INTERFERENCE THAT MAY CAUSE
UNDESIRABLE OPERATION.

This Class A digital apparatus complies with Canadian ICES-003.

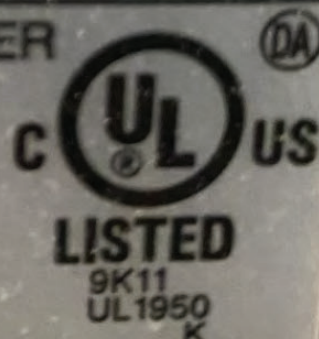
Cet appareil numérique de la classe A est conforme à la norme NMB-003 du
Canada.

ELECTRONIC CASH REGISTER
ER-A440

RATING : 120V ~ 60Hz
400mA 40W

SER. NO. : 5

SHARP CORPORATION **MADE IN KOREA**
FABRIQUÉ EN CORÉE



CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. **Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. Please complete all sections.**

Item Description:

Year: UNK	Manufacturer: UNK	Model #: UNK
Serial Number: UNK		
Description of Use: Military Cargo Trailer		
Color:	multi	Size (L x W x H): 166.5in x 83in x 72.75in
Material:	☒ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☒ Wood ☐ Rubber	

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed: UNK				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	No Use
Current Estimated Value:	\$400
Suggested Minimum Sale Price:	\$250
Location of Property:	5093 Murfreesboro Road , LaVergne TN 37086
For more information, contact:	Chris Irwin 615-653-2340

Department Information:

Your Name:	Department:
Signature:	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____









TRAILER, CARGO, 1 1/2 TON, 2 WHEEL M105A2
NATIONAL STOCK NO. 2330-00-141-8050

MANUFACTURED BY:

VEH IDENT NO.

1125

MFG MODEL NO.

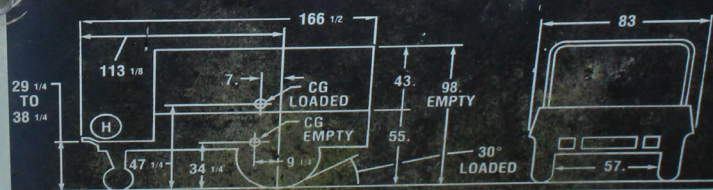
CONTRACT NO.

PUBLICATIONS

TECHNICAL MANUAL

TM9-2330-213-14

WEIGHT AND DIMENSION DATA



WEIGHTS	EMPTY	LOADED
PAYLOAD		3000
ON WHEELS	2440	5260
ON FRONT GEAR	310	
TOTAL	2750	

SHIPPING CUBAGE

CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

If you have any vehicles that are no longer needed in your department and you wish to sell them as surplus property, please use this form. **Please return this form and pictures of all four sides and the interior to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. Please complete all sections.**

Vehicle Description:

Year: UNK	Manufacturer: UNK	Make: M998	Model: UNK
VIN: 027814		Mileage: 15621	
Vehicle: ☐ Starts ☐ Starts with a boost and ☐ Runs ☒ Does Not Run ☐ Parts Only			
Engine Size: Liter, V- ☐ Gasoline ☒ Diesel		Condition: ☐ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☒ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior: Camo		Interior:

Interior Details:

Seat Material:	☒ Cloth ☐ Leather ☐ Vinyl	AC Condition:	☐ AC ☒ No AC ☐ Cold ☐ Unknown
Minor Damage:			
Major Damage:			
Power:	☐ Windows ☐ Door Locks ☐ Steering ☐ Seats		
Miscellaneous:	☐ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: ☐ AM ☐ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☐ Dents ☒ Scratches ☐ Dings
Minor Damage:			
Major Damage:			
Tire Condition:	☒ Good Tread ☐ Low Tread	Flat or Low Tires:	☐ Yes ☒ No How Many?
Emergency Equipment:	☒ None ☐ Removed ☐ Holes in exterior ☐ No holes		
Decals:	☒ None ☐ Sprayed ☐ Removed ☐ Impressions remain ☐ No impressions		

Sale Information:

Fair Market Value: \$ \$7500	Title Restriction: ☐ Yes ☒ No title bill of sale ONLY
Seizure: ☐ Yes ☒ No	If yes, Seizure Date: If yes, Drug Seizure? ☐ Yes ☒ No
Location of Vehicle: 5093 Murfreesboro Road, LaVergne TN 37086	Suggested Minimum Sale Price: \$250
For more information, contact: Chris Irwin 615-653-2340	

Department Information:

Your Name:	Department:
Signature:	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

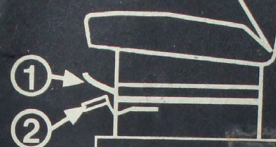
Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____



2. LIFT ADJUSTER KNOB TO RAISE OR LOWER SEAT TO DESIRED HEIGHT



A line drawing of a chair seat and backrest. A circular knob is located at the base of the backrest. Two arrows point to this knob: arrow 1 points upwards and arrow 2 points downwards, indicating the direction of adjustment.



TON AXA

MEP'S SERIAL NO. 15

027814

REGISTRATION NUMBER

NG2HP7

3787

15 SEP 1961



WARNING
DO NOT USE HAND THROTTLE AS AN
AUTOMATIC VEHICLE SPEED OR CRUISE CONTROL.
THE HAND THROTTLE WILL NOT DISENGAGE
AUTOMATICALLY WHEN BRAKE IS APPLIED.

ENG STOP RUN START

CONTROL UNIT
MILITARY VEHICLE
24 VOLTS

30 60 90
PRESS
1520712308474

0 10 20 30 40 50 60
MILES PER HOUR
MS 3902H-2
MIL - 40557
FABIA CORP
2688-60-1

BATT GEN
VOLTS
FABIA CORP

AIR
FLOOR AIR LEFT SIDE
TEM.
MIN
Autism Aware





CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

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VIN: 027814		Mileage: 15621	
Vehicle: ☐ Starts ☐ Starts with a boost and ☐ Runs ☒ Does Not Run ☐ Parts Only			
Engine Size: Liter, V- ☐ Gasoline ☒ Diesel		Condition: ☐ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☒ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior: Camo		Interior:

Interior Details:

Seat Material:	☒ Cloth ☐ Leather ☐ Vinyl	AC Condition:	☐ AC ☒ No AC ☐ Cold ☐ Unknown
Minor Damage:			
Major Damage:			
Power:	☐ Windows ☐ Door Locks ☐ Steering ☐ Seats		
Miscellaneous:	☐ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: ☐ AM ☐ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☐ Dents ☒ Scratches ☐ Dings
Minor Damage:			
Major Damage:			
Tire Condition:	☒ Good Tread ☐ Low Tread	Flat or Low Tires:	☐ Yes ☒ No How Many?
Emergency Equipment:	☒ None ☐ Removed ☐ Holes in exterior ☐ No holes		
Decals:	☒ None ☐ Sprayed ☐ Removed ☐ Impressions remain ☐ No impressions		

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Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____





BOOSTER KNOB
TO RAISE OR
LOWER SEAT
TO DESIRED
HEIGHT

①
②

TRUCK UTILITY: CGO / TRP CARR
1-1/4 TON, 4X4, W/E M998A1

19207-8750297

MFR'S. SERIAL NUMBER

REGISTRATION NUMBER

NATIONAL STOCK NUMBER

VEHICLE CURB WEIGHT

PAYLOAD MAXIMUM

GROSS WEIGHT MAXIMUM

DATE OF DELIVERY

CONTRACT NUMBER

MFR- AM GENERAL

159218

NG4KS1

- 2320-01-371-9577

- 5380 LBS

- 2500 LBS

- 7880 LBS

10/94

DAAE07-89-C-0998

U.S. PROPERTY









CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

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Engine Size: Liter, V- ☐ Gasoline ☒ Diesel		Condition: ☐ Runs ☐ Needs Repair ☐ Unknown	
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Interior Details:

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Radio:	Brand: ☐ AM ☐ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☐ Dents ☒ Scratches ☐ Dings
Minor Damage:			
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Location of Vehicle: 5093 Murfreesboro Road, LaVergne TN 37086	
Suggested Minimum Sale Price: \$250	
For more information, contact: Chris Irwin 615-653-2340	

Department Information:

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Inventory ID: _____ Asset Number: _____

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TRUCK UTILITY: CGO / TRP CARR
1-1/4 TON, 4X4, W/E M998A1

19207-8750297

MFR'S. SERIAL NUMBER

REGISTRATION NUMBER

NATIONAL STOCK NUMBER

VEHICLE CURB WEIGHT

PAYLOAD MAXIMUM

GROSS WEIGHT MAXIMUM

DATE OF DELIVERY

CONTRACT NUMBER

MFR- AM GENERAL

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- 2500 LBS

- 7880 LBS

06/94

DAAE07-89-C-0998

U.S. PROPERTY

CITY OF LA VERGNE
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Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____



MANUFACTURED BY



COLEMAN
Engineering

P.O. BOX 41466

MEMPHIS, TN 38174 U.S.A.

901/774-1234

FAX 901/947-3418

MODEL NO.

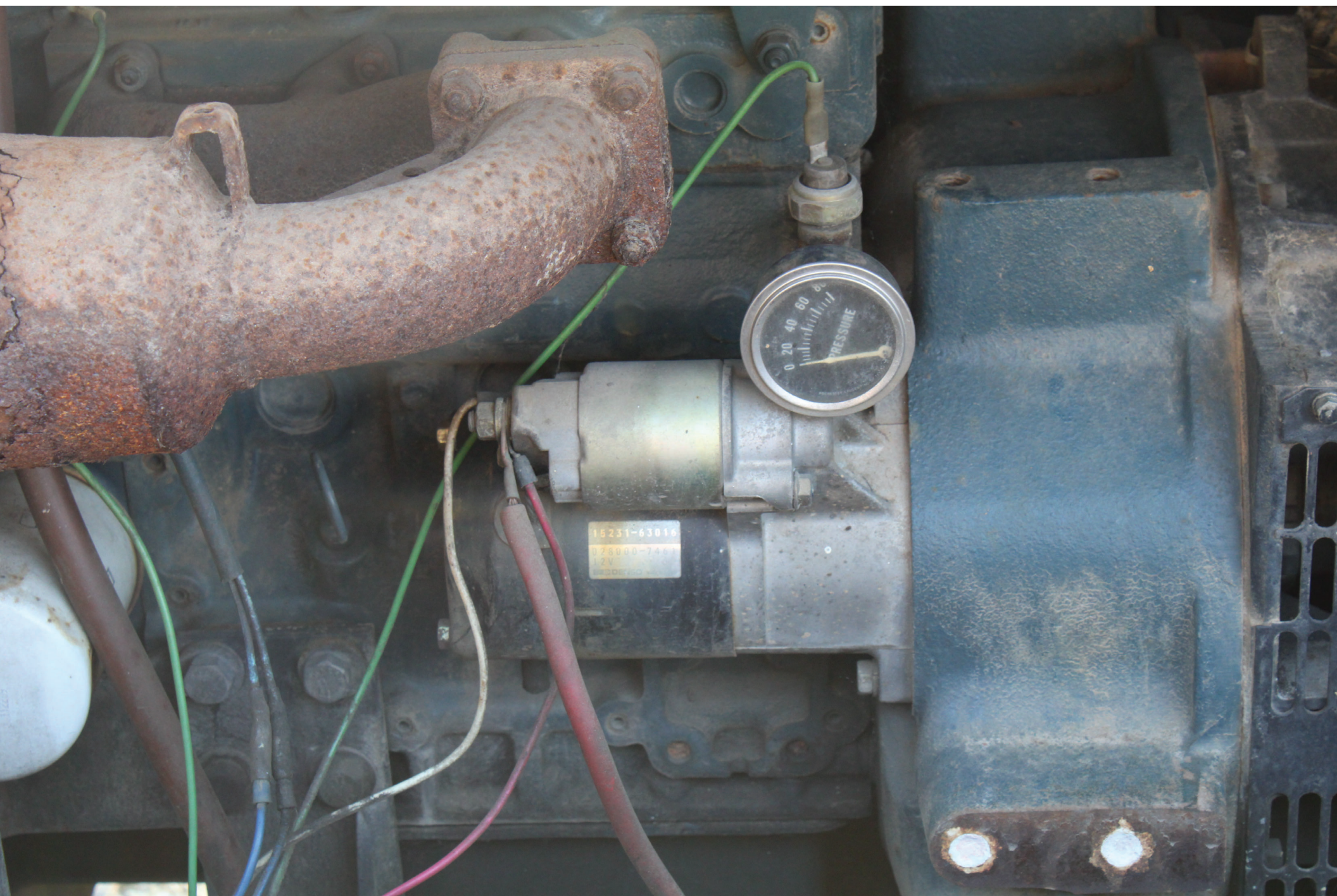
ME4000RDKN

SERIAL NO.











AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 7, 2023

Item Title: **Resolution #2023-23** - A Resolution to Accept Phases 1 and 2 of the Lt. Frank Walkup Subdivision. (Received a favorable recommendation from the Planning Commission on September 26, 2023.)

Department: Planning

Presented By: Bo Logan

Item Attachments: 1. Resolution #2023-23

Summary:

This resolution will formally accept Phases 1 and 2 of the Lt. Frank Walkup Subdivision.

Background Information:

The developer has requested that these phases be accepted by the city. On September 26, 2023, the Planning Commission sent a favorable recommendation to the Board of Mayor and Alderman that this request be approved. If this resolution is approved, the developer will have to submit a form of irrevocable dedication and a one year maintenance bond within 15 days of BOMA approval.

Financial Summary:

At this time, there is no financial impact to the city. Once the one year maintenance period ends, the city will be required to maintain the infrastructure included in this subdivision.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-23

A RESOLUTION TO ACCEPT PHASES 1 AND 2 OF THE LT. FRANK WALKUP SUBDIVISION.

WHEREAS, the City of La Vergne Planning Commission has approved the preliminary and / or final plats for the following subdivisions: Lt. Frank Walkup Subdivision, Phases 1 and 2; and

WHEREAS, the City of La Vergne Planning Commission, on September 26, 2023, made a favorable recommendation to the Board of Mayor and Aldermen that this subdivision phase be accepted; and

WHEREAS, this subdivision phase has been built and all public improvements have been inspected to ensure that it has been built according to the plans approved by the Planning Commission.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF LA VERGNE BOARD OF MAYOR AND ALDERMEN:

SECTION 1. That Phases 1 and 2 of the Lt. Frank Walkup Subdivision, and it's public improvements be accepted by the City of La Vergne, subject to the Form for Offer of Irrevocable Dedication being approved by the city attorney as to legal form and recorded at the Rutherford County Register of Deeds office within 15 days following the passage of this resolution; and subject to revised letters of credit for the one year maintenance bond being submitted to the City within 15 days following the passage of this resolution.

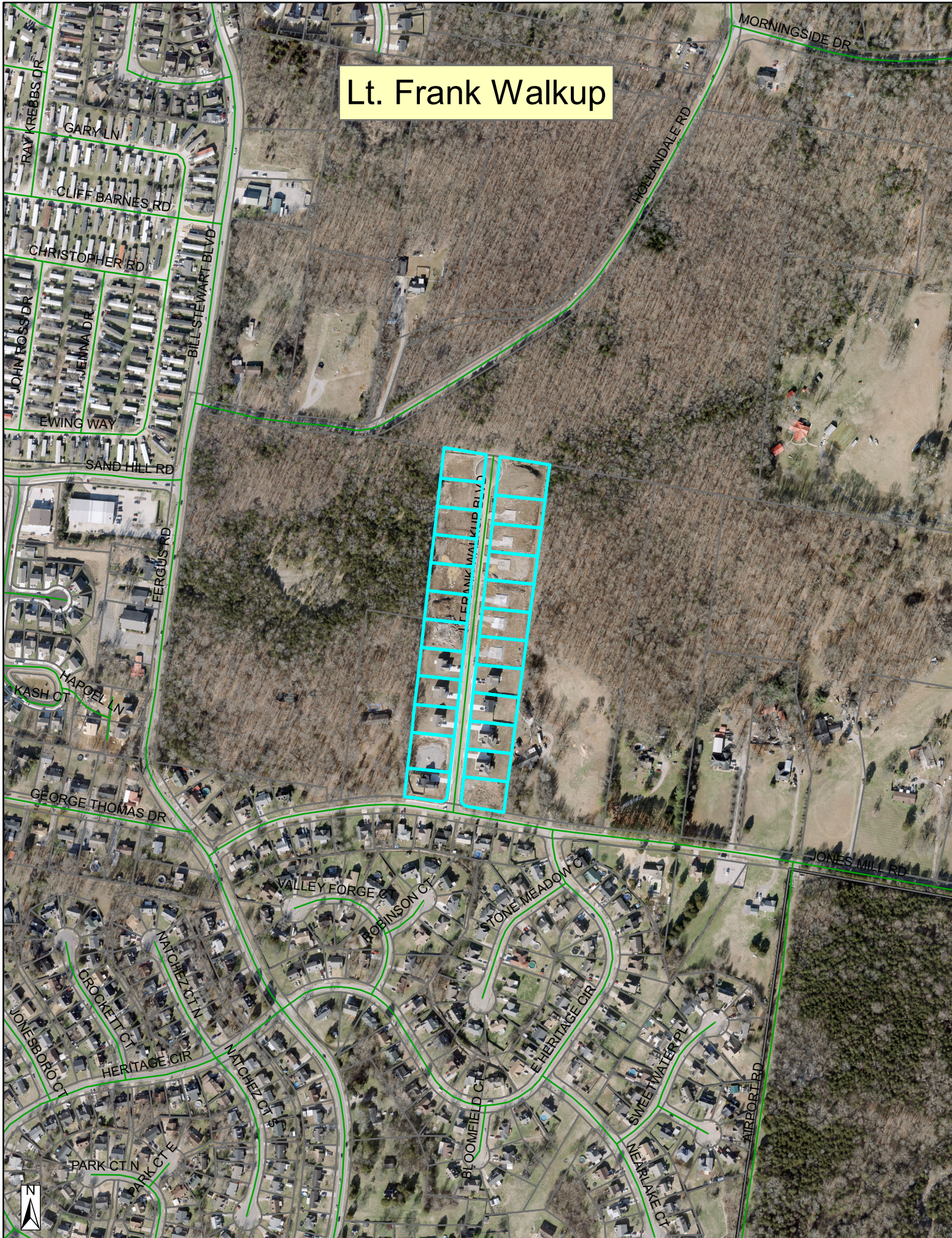
SECTION 2. This resolution shall take effect immediately, the public welfare requiring it.

Resolved this the 7th day of November, 2023.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

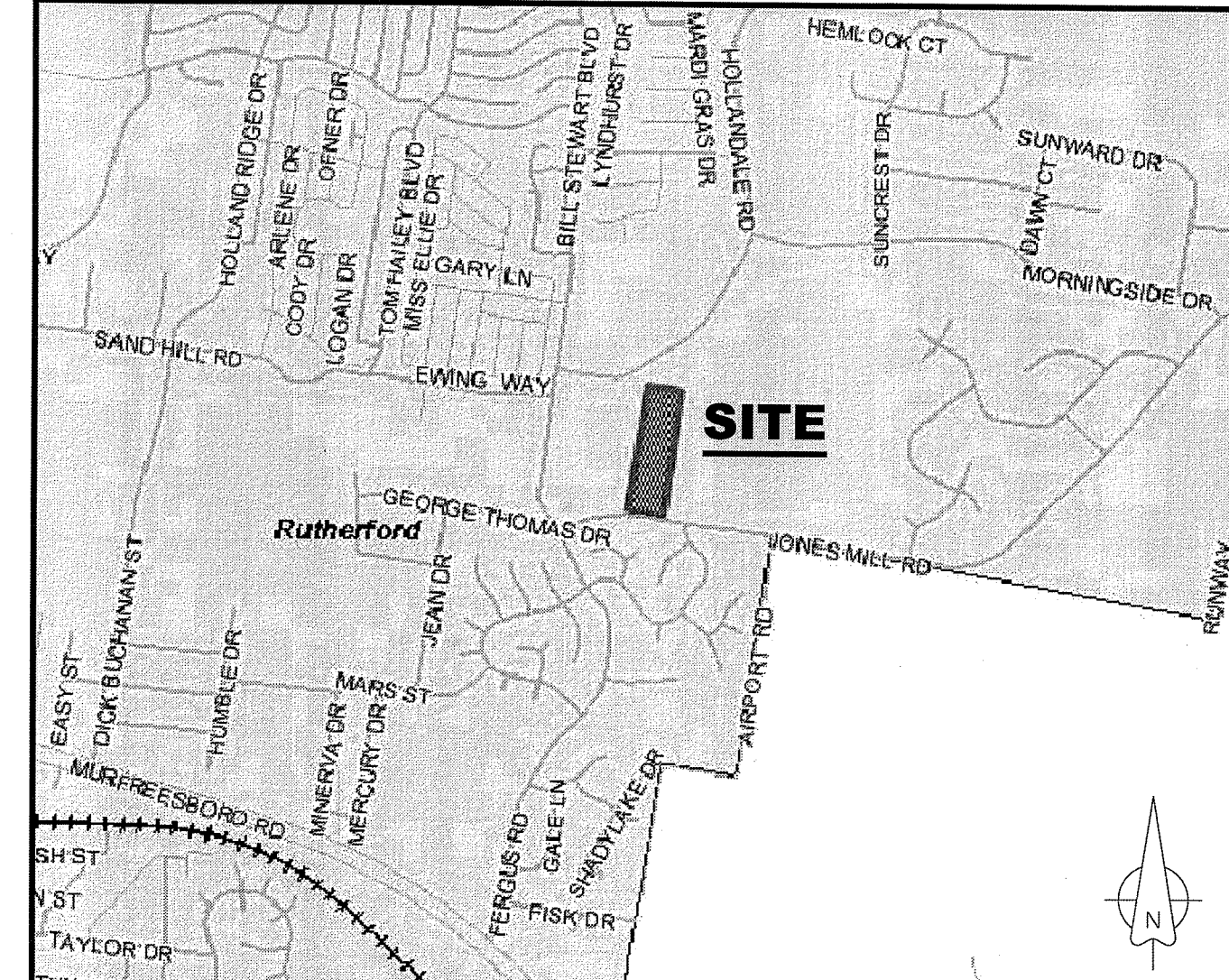
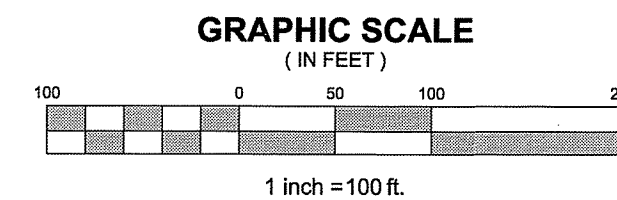


Lt. Frank Walkup





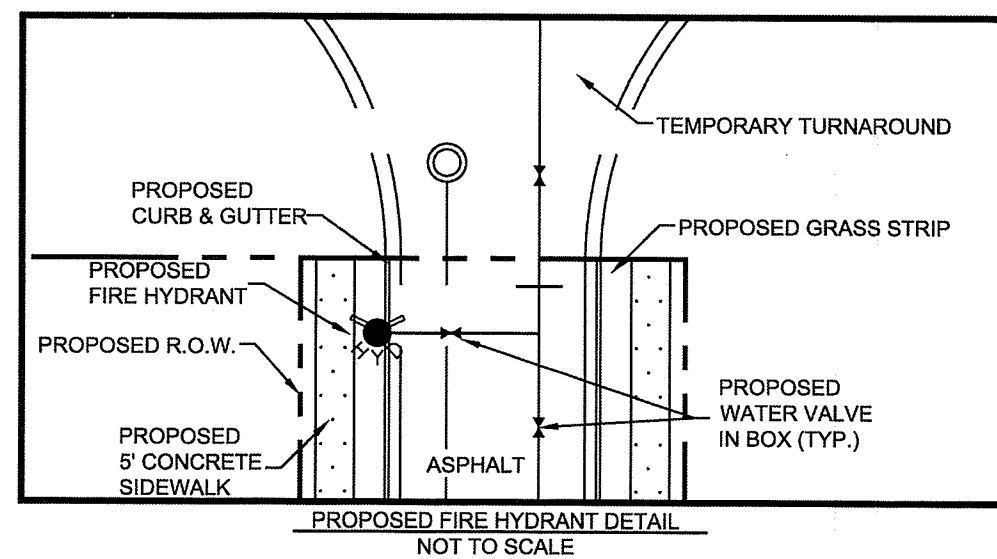
(35.00)
AMNON SHREIBMAN, TRUSTEE
DEED BOOK 447, PAGE 1381
R.O.R.C., TN.
R-1



VICINITY MAP

NOT TO SCALE

	POWER POLE w/ANCHORS
	FIRE HYDRANT
	VALVES
	WATER LINE
	OVERHEAD POWER LINE
	OVERHEAD TELEPHONE LINE
	STORM DRAIN
	CONCRETE
	FENCE LINE
	POWER POLE w/LAMP
	IRON ROD (OLD)
	IRON ROD (NEW)
	MONUMENT (NEW)
	CURBS
	PROPOSED FIRE HYDRANT



(24.05)
HOWARD E. MONTGOMERY, ETUX
DEED BOOK 583, PAGE 731
R.O.R.C., TN.
R-1

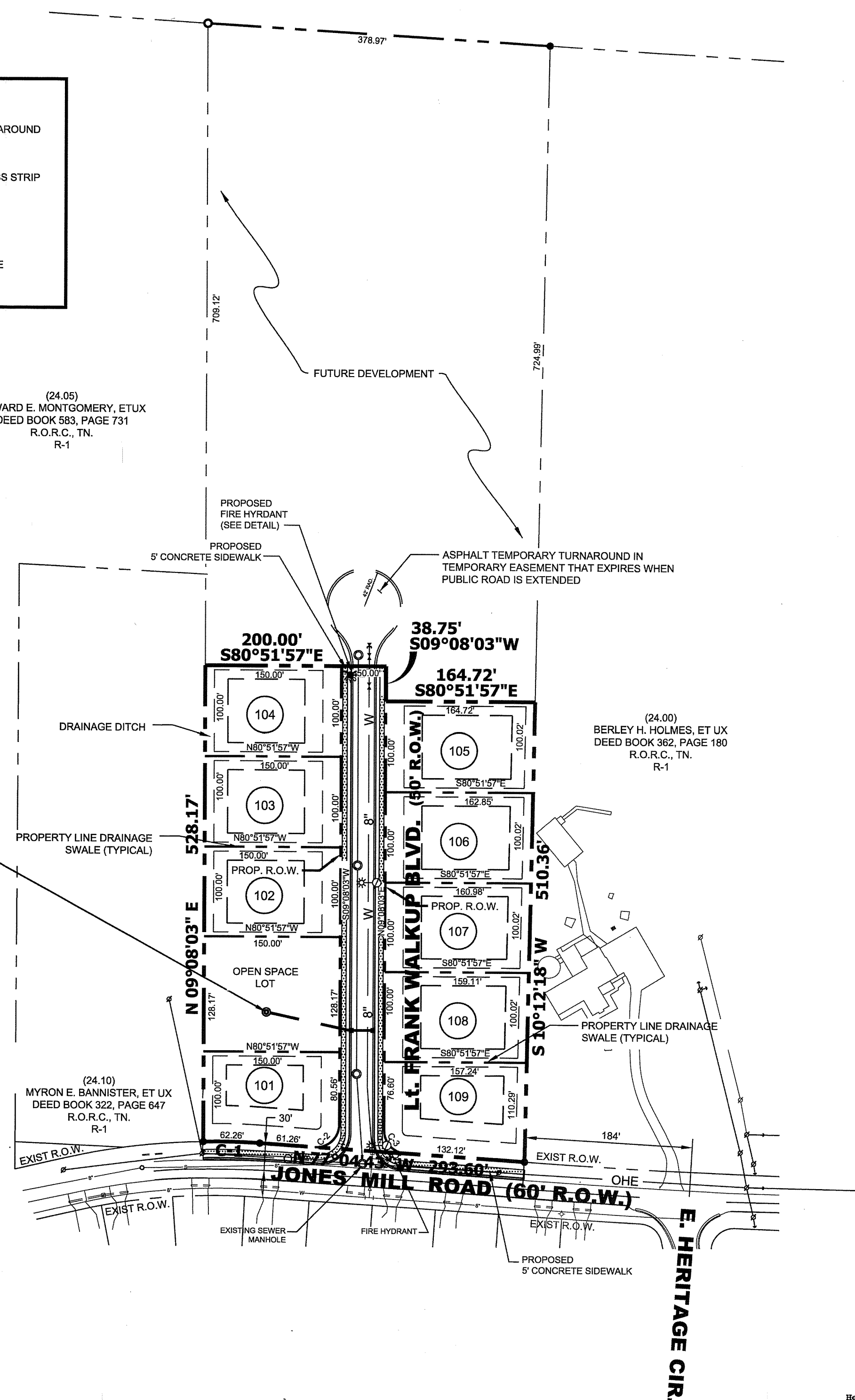
LOT AREA CHART	
LOT NO	AREA (SQ. FT.)
101	15,244
102	15,000
103	15,000
104	15,000
105	16,379
106	16,192
107	16,005
108	15,818
109	16,314
Open Space	19,225

Tap Map / Parcel	075 / 02413
Zoning District	R-1
Existing Use	Vacant Undeveloped Land
Proposed Use	Single Family Residential Lots
Total No. Units	0
Density	2.09 Lots / Acre
Square Footage of each building	Proposed Varies
(Existing And Proposed)	No Existing
Total Square Footage	187,302 Sq. Ft. / 4.30 Acres
Square Footage of each use	Only One Use
Lot Coverage	35% Maximum
Floor Area Ratio	N/A
Height	35' Maximum
Square Footage of lot	0.21 Acre / 15,000 Sq. Ft. Minimum
Lot Sign Height and Area	N/A

SETBACKS FOR R-1:		
	REQUIRED	PROVIDED
Front Building Setback	40'	40'
Side Building Setback	15'	15'
Rear Building Setback	25'	25'
Balance of Property (Future Phase)	61.0A.C. / 265,885 Sq. Ft.	

LANDSCAPING		
Residential Per Acre	1 Canopy Tree	4.0" Caliper
Side Building Setback	1 Understory Tree	5.0" Caliper
5' Landscaped Buffer Area around parking lots with 3' tall screening (shrubs, etc.)		

CURVE DATA CHART					
Curve #	Radius	Length	Delta	Chord Direction	Chord Length
C1	728.43'	62.26'	04°53'49"	N76°31'37"W	62.24'
C2	25.00'	40.92'	93°47'14"	S56°01'40"W	36.50'
C3	25.00'	37.62'	86°12'46"	N33°58'20"W	34.17'



1. THE PROPERTY SHOWN HEREON IS LOCATED WITHIN THE CITY LIMITS OF LAFARGE, TENNESSEE AND IS ZONED R-1.
2. THE PROPERTY IS OWNED BY AMNON SHREIBMAN, TRUSTEE.
3. THIS ENTIRE TRACT IS LOCATED IN AN AREA DESIGNATED AS ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 500-YEAR FLOOD PLAIN ON FEMA FIRM MAP NO. 47146C0200 H, EFFECTIVE DATE JANUARY 5, 2007).
4. THE PURPOSE OF THIS FINAL PLAN IS CREATE 9 LOTS.
5. NO HOME SHALL BE FURTHER THAN 500' FROM THE NEAREST FIRE HYDRANT.
6. ALL WATER AND SANITARY SEWER LINES SHOWN HEREON SHALL BE PUBLIC AND DEDICATED TO THE CITY OF LAFARGE.
7. ALL STREETS TO HAVE CURB AND GUTTER, STORM WATER CONVEYANCE SHALL BE BY OPEN DITCHES ALONG THE REAR LOT LINE AND BY STORM INLETS IN STREETS WITH UNDERGROUND PIPES. CALCULATIONS TO BE SUBMITTED WITH CONSTRUCTION PLANS AND FINAL PLAN.
8. NO GRADING WORK SHALL COMMENCE UNTIL A NOTICE OF COVERAGE FROM THE STATE OF TENNESSEE HAS BEEN ACQUIRED AND THE CITY OF LAFARGE HAS ISSUED A GRADING PERMIT FOR THIS SITE.
9. THE OWNER/DEVELOPER OR CONTRACTOR SHALL EMPLOY A TESTING AGENCY TO OBSERVE FILL PLACEMENT.
10. AN ENGINEER STAMP BY THE TESTING AGENCY IS REQUIRED FOR EACH LOT CONTAINING FILL MATERIAL.
11. ALL REPORTS FROM THE TESTING AGENCY SHALL BE SUBMITTED TO THE CITY ENGINEER PRIOR TO LOT ACCEPTANCE.
12. STRUCTURAL FILL FOR RESIDENTIAL STRUCTURES SHOULD BE COMPACTED TO AT LEAST 95 PERCENT OF STANDARD PROCTOR DENSITY.
13. ANY SINKHOLE AND/OR DEPRESSION REMEDIATION SHALL BE EVALUATED BY THE TESTING AGENCY.
14. FOUNDATIONS EXCAVATED ON A FILL LOT WILL BE EVALUATED BY THE TESTING AGENCY AND WILL REQUIRE AN EXISTING FOUNDATION STAMP. EXCAVATIONS SHALL BE EXCAVATED BELOW THE FILL MATERIAL AND INTO IN-SITU MATERIAL. THE MINIMUM REQUIREMENTS WILL BE ALLOWED.
15. ALL ROADS SHALL COMPLY WITH THE PUBLIC WORKS SPECIFICATION MANUAL, PART III, BASE AND SUB-GRADE TREATMENT FOR STREET CONSTRUCTION. THESE SPECIFICATIONS SHALL BE IN THE MINIMUM STANDARDS FOR ANY SUBDIVISION WITHIN THE JURISDICTION AREA.
16. LOCATION AND SIZES FOR STORM DRAINAGE WITH NECESSARY EASEMENTS SHALL BE SHOWN ON THE FINAL SITE DEVELOPMENT PLANS AND ALSO ON THE FINAL SUBDIVISION PLAN.
17. THE LIMITS OF THE EXISTING VEGETATION SHALL BE LOCATED AND DELINEATED ON THE FINAL SITE DEVELOPMENT PLANS.
18. THE RESIDENTIAL REQUIREMENTS FOR LANDSCAPING ARE 1 CANOPY AND 1 UNDERSTORY TREE PER LOT.
19. SLOPES ACROSS THE SITE RANGE FROM 0% TO 14%. THE SOILS TYPES ARE MAINLY ROCK OUTCROPS WITH A COMBINATION OF SILT LOAM.
20. THE FINAL GRADES SHALL BE DELINEATED ON THE FINAL SITE DEVELOPMENT PLANS AND SHALL DEMONSTRATE THE ADAPTABILITY OF PROPOSED STRUCTURES TO THE SITE CONDITIONS.
21. THE RESTRICTIVE COVENANTS FOR THIS DEVELOPMENT SHALL BE CREATED AND RECORDED WITH THE FINAL SUBDIVISION PLAN.
22. NO FILL MATERIAL OR STRUCTURES THAT WOULD IMPEDIE THE FLOW OF STORMWATER AS SHOWN SHALL BE ALLOWED IN DRAINAGE EASEMENTS.
23. PUBLIC UTILITY AND DRAINAGE EASEMENTS WHERE SHOWN HEREON ARE INTENDED TO INDICATE AN EASEMENT FOR WATER SUPPLY, SEWER, WASTE WATER, GAS, TELEPHONE, CABLE, AND DRAINAGE. THESE EASEMENTS ARE NOT LIMITED TO SANITARY SEWERS, FORCEMAINS, WATER LINES, AND DRAINAGE PIPES.
24. IT IS THE RESPONSIBILITY OF THE RESIDENTIAL BUILDER TO DESIGN AND CONSTRUCT A SUITABLE GRADING AND DRAINAGE SCHEME WHICH WILL CONVEY SURFACE WATER, WITHOUT PONDING IN THE LOT OR UNDER THE HOUSE, FROM HIS STRUCTURE TO THE DRAINAGE SYSTEM CONSTRUCTED BY THE SUBDIVISION DEVELOPER.
25. THE STORMWATER DETENTION POND ON THE OPEN SPACE LOT IS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. THE ENTIRE LOT IS DESIGNATED AS A PUBLIC UTILITY AND DRAINAGE EASEMENT.
26. LOTS 161 & 109 SHALL NOT HAVE DIRECT DRIVEWAY ACCESS TO JONES MILL ROAD.
27. PRE-APPROVAL MEETING WAS HELD WITH CITY PLANNER AND CITY ENGINEER ON MAY 15, 2015.
28. LIGHTING PLAN SHOWN HEREON TO BE APPROVED BY POWER COMPANY WHEN FINAL DESIGN IS DEVELOPED.
29. ORIGINAL CONSTRUCTION PLANS APPROVED 211/2016.

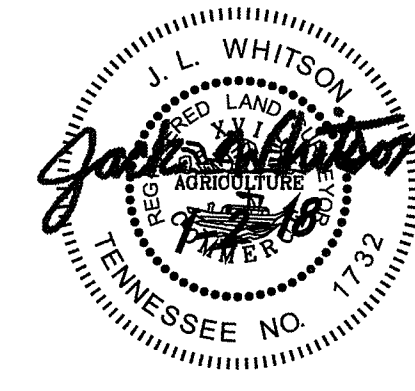
I hereby certify that the plan shown and described hereon is true and correct and that this survey exceeds the minimum requirements of an "Urban Land Survey", Category "I", as per current Standards of Practice adopted by the Board of Examiners for Land Surveyors for the State of Tennessee and that the ratio of precision is greater than 1:15,000.

Heather Dawbarn, Register
Rutherford County Tennessee

Rec #: 1034922

Rec'd:	15.00	Instrument #:	2254925
State:	0.00		
Clerk:	0.00	Recorded	
Other:	2.00	1/31/2020 at 10:30 AM	
Total:	17.00	in	

Plat Cabinet 43 Pgs 248-248



I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book 1373, Page 3036, Rutherford County Registers Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers or irrevocable dedication for all public ways, utilities and other facilities have been filed.

OWNER: Amnon Shreibman

By: Nthony D. Williams Date: 6/18/19

I hereby certify (1) that the following water and sewer system outlined or indicated on the final subdivision plat entitled Lt. Frank Walkup Subdivision, Phase One has been installed in accordance with the current local and/or state government requirements, or (2) a surety bond has been posted with the City Commission to assure completion of the following improvements in case of default.

Water System

And Sewer System 612419, 2018 7
Date _____
City of La Vergne - Public Works Director

I hereby certify that the subdivision plat shown hereon has been found to comply with the La Vergne Subdivision Regulations, with the exception of such variances, if any, as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the County Register.

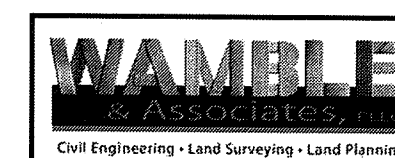
0/25/ _____, 2018/0/

I hereby certify: (1) that all designated public ways on this final subdivision plat have been installed in an acceptable manner and according to the specifications of the La Vergne Subdivision Regulations, or (2) that a performance bond or other surety has been posted with the planning commission to guarantee completion of all required improvements in case of default.

6/24/19, 2019
Date

SECOND CIVIL DISTRICT
La VERGNE, RUTHERFORD COUNTY, TENNESSEE

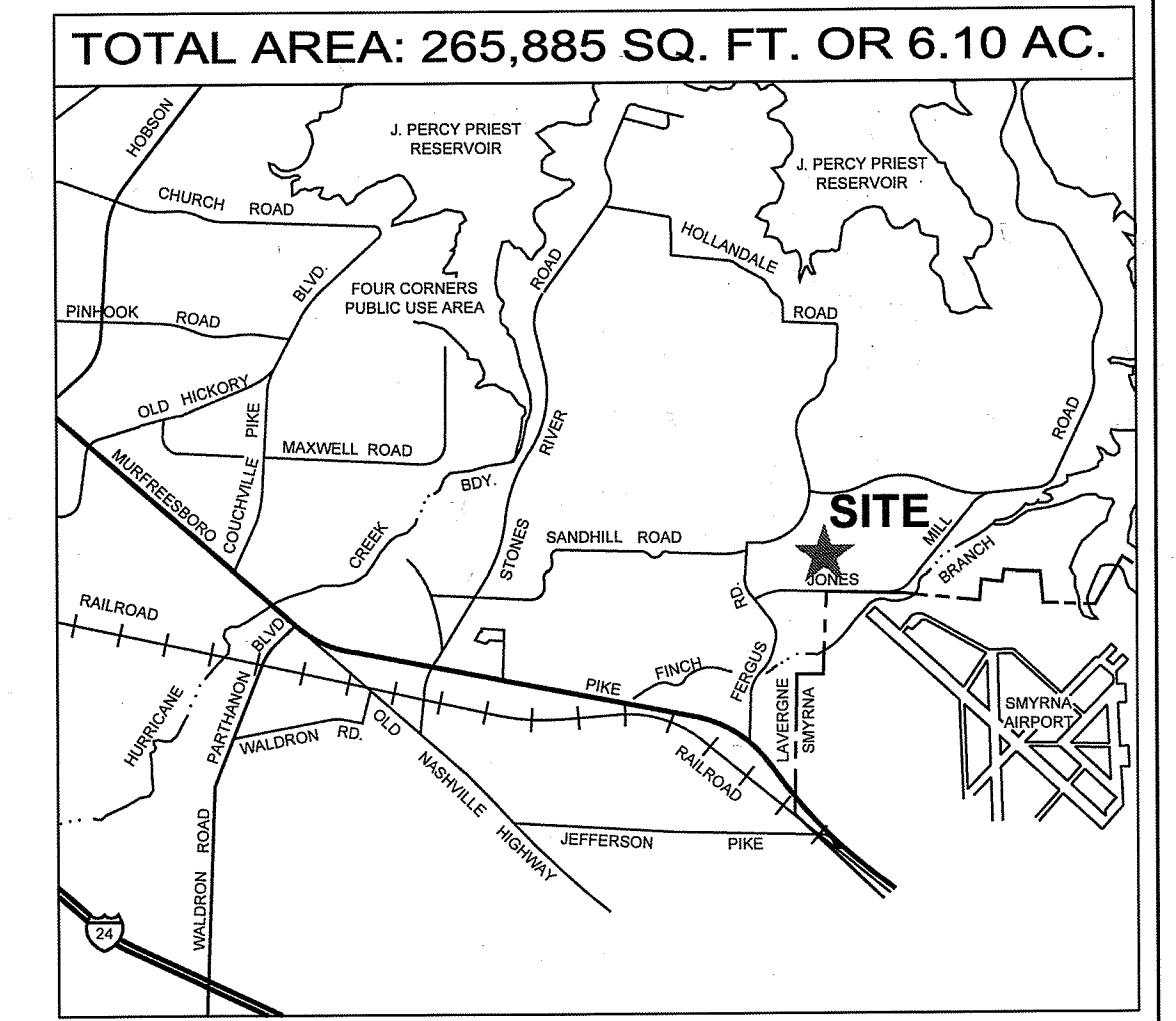
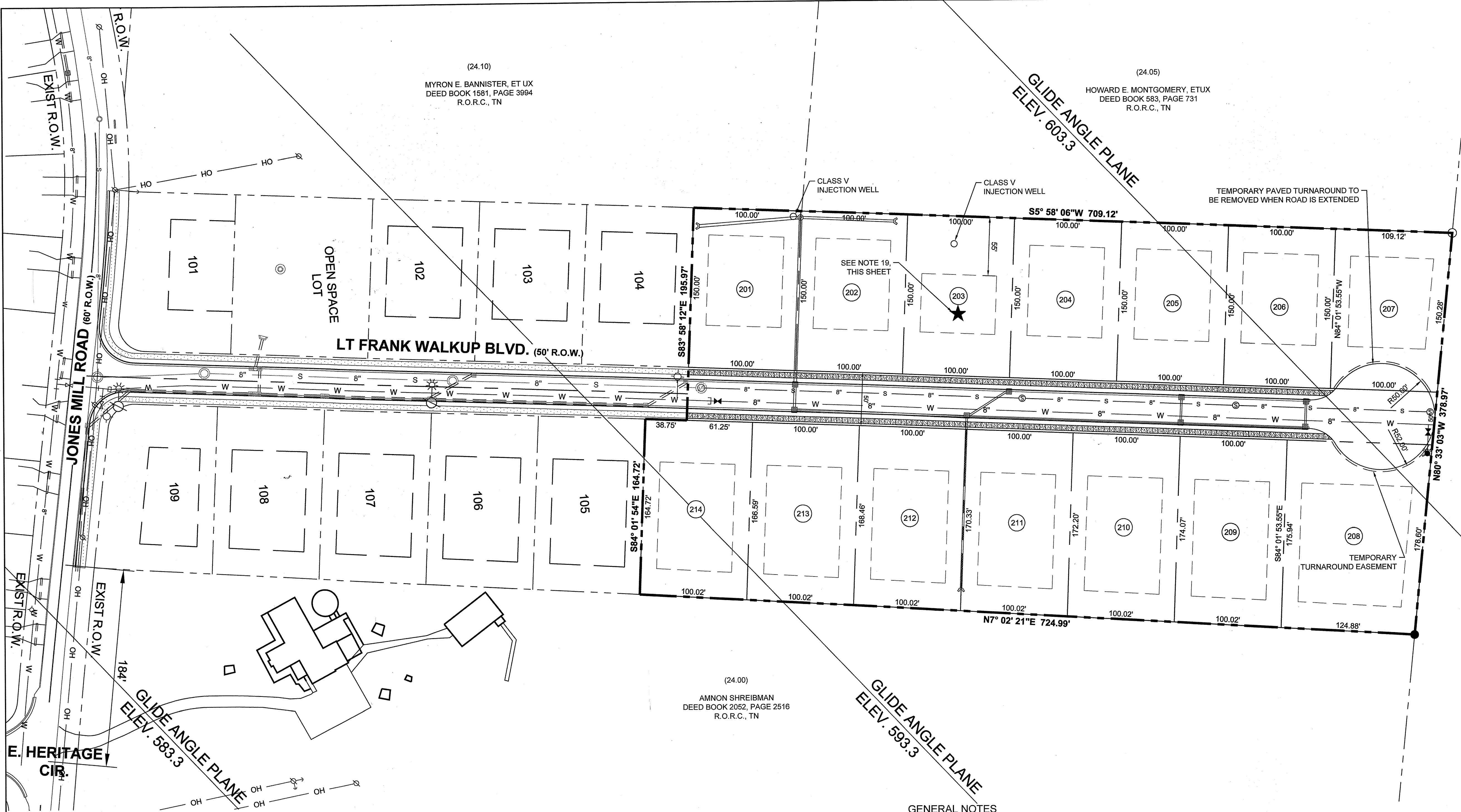
OWNER:
AMNON SHREIBMAN
P.O. BOX 1746
La VERGNE, TENNESSEE 37086
(615) 793-6663



W&A FILE NO.: 249-0306

REV: JANUARY 18, 2018
DATE: JANUARY 2, 2018

PLAT BOOK 43 PAGE 248



CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Record Book 1373 Page 3036, Rutherford County Register's Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers or irrevocable dedication for all public ways, utilities and other facilities have been filed.

Owner: Amnon Shreibman
Amnon Shreibman - Owner

CERTIFICATE OF APPROVAL OF SEWER SYSTEMS

I hereby certify (1) that the following sewer system outlined or indicated on the final subdivision plat entitled Lt. Frank Walkup Subdivision, Phase Two, has been installed in accordance with the current local and/or state government requirements, or (2) a surety bond has been posted with the City Commission to assure completion of the following improvements in case of default.

Sewer System 10/12, 2021
City of La Vergne - City Engineer

CERTIFICATE OF APPROVAL OF WATER SYSTEMS

I hereby certify (1) that the following water system outlined or indicated on the final subdivision plat entitled Lt. Frank Walkup Subdivision, Phase Two, has been installed in accordance with the current local and/or state government requirements, or (2) a surety bond has been posted with the City Commission to assure completion of the following improvements in case of default.

Water System 10/12, 2021
City of La Vergne - City Engineer

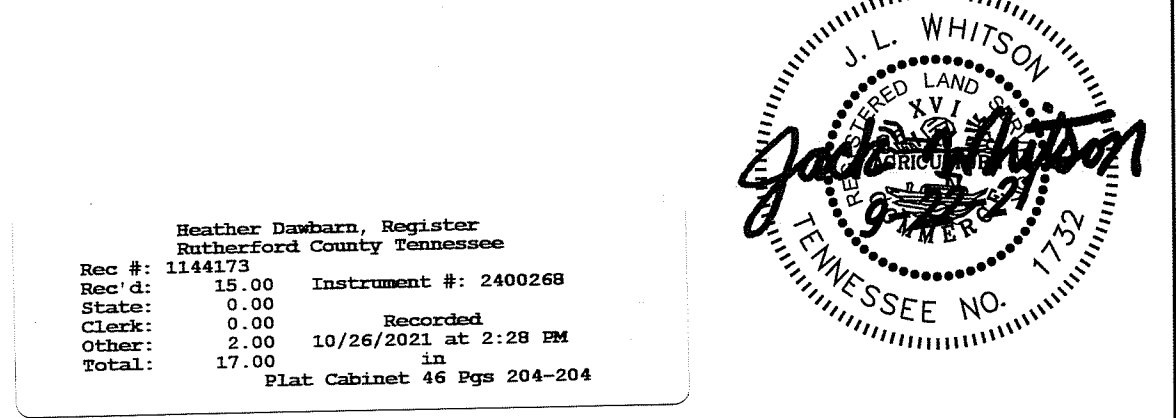
CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plan shown hereon has been found to comply with the La Vergne Subdivision Regulations, with the exception of such variances, if any, as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the County Register.

10/12, 2021
Secretary, Planning Commission

CERTIFICATE OF ACCURACY

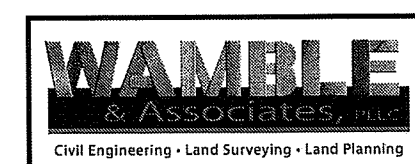
I hereby certify that the plan shown and described hereon is true and correct and that this survey exceeds the minimum requirements of an "Urban Land Survey", Category "I", as per current Standards of Practice adopted by the Board of Examiners for Land Surveyors for the State of Tennessee and that the ratio of precision is greater than 1:15,000.



FINAL PLAT
PHASE TWO
LT. FRANK WALKUP
SUBDIVISION

SECOND CIVIL DISTRICT
La VERGNE, RUTHERFORD COUNTY, TENNESSEE

Owner and Developer:
Amnon Shreibman
P.O. Box 177
La Vergne, TN 37086



W&A FILE NO.: 249-1118

GENERAL NOTES

- The property shown hereon is located within the city limits of La Vergne, Tennessee and is zoned R-1.
- The property is owned by Amnon Shreibman.
- This entire tract is located in an area designated as Zone "X" (Areas determined to be outside of the 0.2% annual chance floodplain on FEMA FIRM Map No. 47149C0203, revised October 16, 2008).
- No home shall be further than 500' from the nearest fire hydrant.
- All water and sanitary sewer lines shown hereon shall be public and dedicated to the City of La Vergne.
- Storm water conveyance shall be by open ditches along the side and rear lot lines and existing ditch lines along existing roads.
- No grading work shall commence until a notice of coverage from the State of Tennessee has been acquired and the City of La Vergne has issued a grading permit for this site.
- Sinkholes and/or depressions on lots 201, 202 and 203 shall be repaired in accordance with a Class V Injection Well permit from TDEC.
- All roads proposed in this development shall comply with the public works specification manual, part III, base and sub-grade treatment for street construction. These specifications shall be in the minimum standards for any subdivision within the jurisdiction area.
- The residential requirements for landscaping are 1 canopy and 1 understory tree per lot.
- No fill material or structures that would impede the flow of stormwater as shown hereon shall be allowed in drainage easements.
- Public utility and drainage easements where shown hereon are intended to indicate an easement for construction, operation, and maintenance of public utilities and drainage ways, including but not limited to sanitary sewers, forcemains, water lines, and drainage pipes.
- It is the responsibility of each residential builder to design and construct a suitable grading and drainage scheme which will convey surface water, without ponding in the lot or under the house, from his structure to the drainage system constructed by the subdivision developer.
- Each lot must accommodate three (3) standard parking spaces.
- Developer shall be responsible for installing street lights as per City of La Vergne standards. No certificates of occupancy will be issued until street lights are installed according to City standards.
- A total of 14 lots are proposed in this development.
- The Preliminary plan was approved on October 30, 2018 by the City of La Vergne Planning Commission for the 14 new lots in this residential development project.
- All lots are within the approximate limits as shown hereon of tract numbers B-203-E, B-208-E and B-218-E described in Deed book 117, page 193 over which the United States of America acquired certain rights pertaining to air clearance for the Stewart Air Force Base (Brynnair Airport). This property is in near proximity of the runway for the departure and arrival of airplanes for Stewart Air Force Base, therefore, no portion of any houses to be constructed on these lots shall be at an elevation higher than the following Glide Angle Elevations

Lot Number	Calculated Glide Angle Elevation	Lot Number	Calculated Glide Angle Elevation
201	597.0	208	601.7
202	598.4	209	600.1
203	599.8	210	598.8
204	601.2	211	597.4
205	602.6	212	596.0
206	604.0	213	594.6
207	605.4	214	593.3

Lots designated thus ★ hereon are Critical Sinkhole lots. In order to construct houses on these designated lots, the builder must provide written house foundation inspection and approval of the house foundation stamped by a professional Geotechnical Engineer to the La Vergne City Engineer for approval prior to pouring the house footings on each lot.

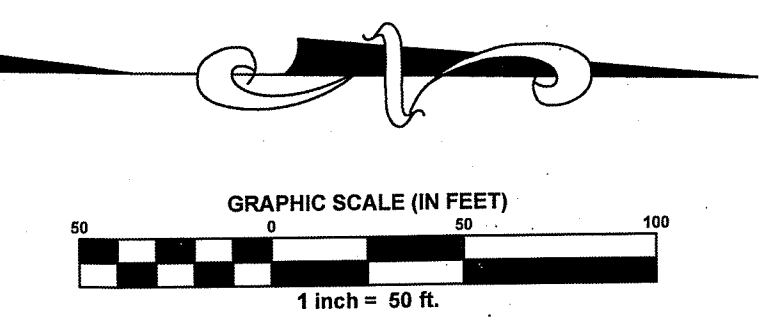
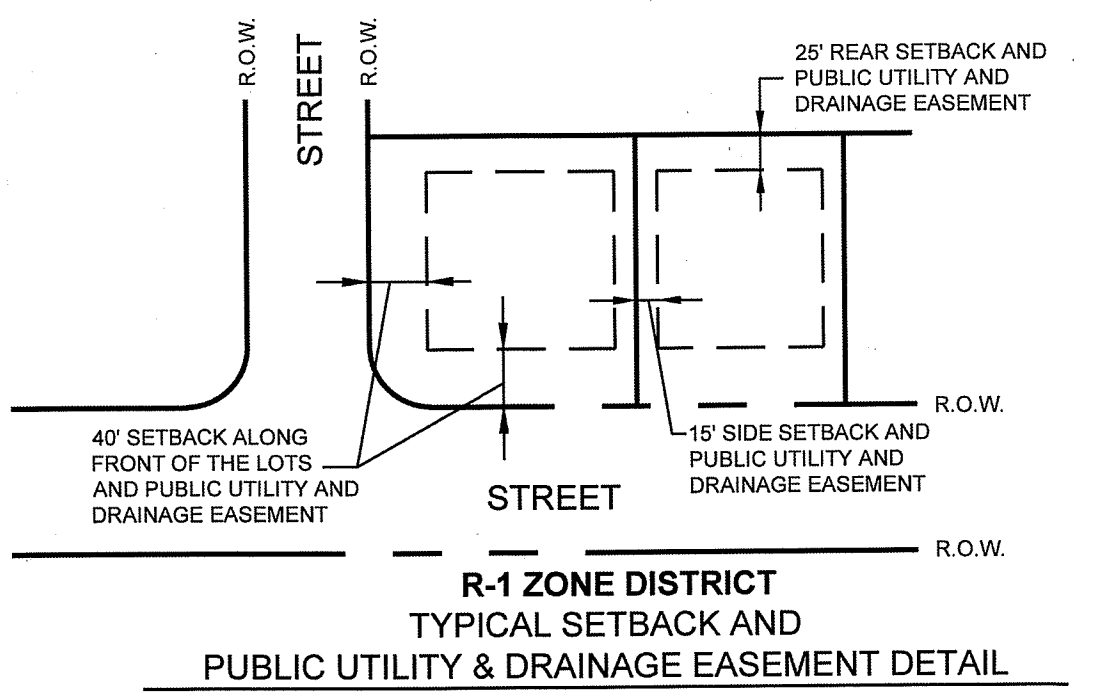
LEGEND

- Utility Pole
- Utility Pole w/Lamp
- Fire Hydrant
- Overhead Utility Line
- Sanitary Sewer
- Water Line
- Water Meter
- Iron Rod (Old)
- Iron Rod (New)
- Concrete Monument (Old)
- Fence Line

PLAT BOOK _____ PAGE _____

SITE DATA	
OWNER	AMNON SHREIBMAN
ADDRESS	LT FRANK WALKUP BLVD.
EXISTING ZONING	R-1
MAP / PARCEL	MAP 14 / PARCELS 24.13
MINIMUM LOT SIZE (ZONING)	15,000 SQ. FT.
MINIMUM LOT SIZE (DESIGNED)	15,000 SQ. FT.
TOTAL SITE AREA	6.10 ACRES
TOTAL NUMBER OF LOTS	14
DENSITY	2.30 LOTS / ACRE
MINIMUM FRONT SETBACK	40'
MINIMUM SIDE SETBACK	15'
MINIMUM REAR SETBACK	25'
OPEN SPACE	0

Lot Table		
Lot #	Square Feet	Acres
201	15000	0.34
202	15000	0.34
203	15000	0.34
204	15000	0.34
205	15000	0.34
206	15000	0.34
207	15684	0.36
208	23080	0.53
209	17500	0.40
210	17313	0.40
211	17126	0.39
212	16939	0.39
213	16752	0.38
214	16565	0.38





City of La Vergne

5093 Murfreesboro Road • La Vergne, TN 37086

Phone: (615) 793-6295 • Fax: (615) 793-6025

Website: www.LaVergneTN.gov

M E M O

DATE: OCTOBER 31, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: LA VERGNE HOUSING AUTHORITY

La Vergne Housing Authority (Appointed by Mayor) - 5 year terms

Name	Appointed	Term Expires
Brenda Bryant – President	February 2015	November 30, 2024
Deborah Balthrop – Vice-President	January 2012	November 30, 2026
Barbara McGee - Secretary	March 2019	November 30, 2023
Chuck Isbell	August 2020	November 30, 2027
Vacant (Quintina Waller)		November 30, 2025

We have a vacancy on the Housing Authority due to the resignation of Quintina Waller. We have been advertising this position on social media and Channel 3 and we have received one application from Deborah Harding.

Also, as an FYI, we have one term that expires on November 30, 2023. We will check with Barbara McGee to make sure she wishes to remain on the Housing Authority and will bring this portion back to the next meeting in December.

The Mayor makes all appointments to the Housing Authority.

Current Applicant:

- Deborah Harding

CITY OF LA VERGNE BOARD / COMMITTEE MEMBER APPLICATION

Please choose which board / committee you would like to apply for: (Only choose one)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☐ Beautification and Arts Advisory Committee	As Needed
☐ Beer Board	Monthly
☐ Board of Zoning Appeals	Monthly
☐ Construction Board of Adjustment and Appeals	As Needed
☐ Economic Development Advisory Committee	Quarterly
☐ Greenway Advisory Committee	Quarterly
☐ Historical Preservation Advisory Committee	Semi-Annually
☒ La Vergne Housing Authority	As Needed
☐ La Vergne Industrial Development Board	As Needed
☐ Library Board	Bi-Monthly
☐ Parks & Recreation Advisory Committee	Monthly
☐ Planning Commission	Monthly
☐ Senior Citizen's Advisory Committee	Monthly
☐ Stormwater Appeals and Advisory Board	As Needed
☐ Other _____	

APPLICANT INFORMATION

Name: Deborah Harding Cell Phone: [REDACTED]

Address: [REDACTED] Other Phone: [REDACTED]

Lavergne, TN 37086 Email Address: [REDACTED]

What is the best time to contact you? ☒ Morning (8:00 a.m. - Noon) ☒ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ☒ Cell Phone ☐ Other Phone ☒ Email

EDUCATION AND TRAINING

	<u>High School</u>	<u>College / University</u>	<u>Graduate / Professional</u>
School Name	McGavock HS	Tennessee State Univ	Emmanuel Bible College
City, State	Nashville, TN	Nashville, TN	Nashville, TN
Years Completed	N/A	☐ 1 ☐ 2 ☐ 3 ☒ 4	☐ 1 ☒ 2 ☐ 3 ☐ 4
Course of Study	N/A	Business	Counseling/Theology
Receive a diploma?	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No

EXPERIENCE

Current Occupation:	Executive Director/Certified HUD Housing Counselor-You Can Make It Home Ownership Center
List any experience that would apply to the Board or Committee you are applying for:	Professional background in finance, mortgage lending, underwriting and housing. Certified HUD housing counselor, specializing in pathways to stable housing through financial habits and stability efforts - home buyer education/counseling, budgeting, credit counseling. Establish and maintain effective working relationships within the housing and housing-related industry.
Municipal Boards / Committees on which you currently serve:	True Way Church Executive Board
Municipal Boards / Committees on which you have previously served:	Tennessee Housing Development Agency Rotary Club of Smyrna
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO	
If YES, what is the conflict?	
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	Housing is an issue that resonates with me. The importance of safe, decent housing for families and individuals relates to overall well-being including health, educational success, future employment opportunities, and community growth. I want to use my abilities on the Housing Authority Board in a capacity that supports successful housing for all, contributes to responsible community development, and supports equitable access to all income levels.

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Brenda Bryant		25	
2	Sharon Turnage		20	
3	Victoria Carter		11	

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

I waive any right of privilege, privacy, and/or confidentiality I may have in the information provided by references or others whom I have indicated may be contacted.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any relationship with this organization is of an "at will" nature, which means that the Board or Committee member may resign at any time and the Board of Mayor and Aldermen may remove the Board or Committee member at any time with or without cause. I understand, also, that I am required to abide by the Charter and Ordinances of the City of La Vergne, the Constitution and Laws of the State of Tennessee and the Constitution and Laws of the United States of America.

Signature: Deborah Harding

Date: 10/25/2023

Please attach your resume. Thank you for your willingness to serve.

DEBORAH HARDING

[REDACTED], LaVergne, TN 37086 · [REDACTED]
[REDACTED]

A highly motivated and entrepreneurial executive manager with a professional background in finance, mortgage lending, underwriting and housing. Enthusiastic individual and an excellent communicator with recognized ability to build strategic relationships with diverse clients and establish and maintain effective working relationships within the housing and housing-related industry.

Core Competencies

- Developing and implementing innovative programs and products and services
- Working with constituent groups including clients, boards, faith-based communities, committees, and external audiences
- Building and retaining exceptional housing counseling staff and creating inclusive work environments
- Overseeing quality control protocols
- Advancing Team & Organizational Development
- Coordinating aspects of agency budgeting and financial management
- HUD Guidelines

EXPERIENCE

2005 – PRESENT

FOUNDER & EXECUTIVE DIRECTOR, YOU CAN MAKE IT HOME OWNERSHIP CENTER, SMYRNA, TN

Founded in 2005, You Can Make It Home Ownership Center's mission is to is to empower residents through education and counseling programs designed to increase financial literacy, self-sufficiency, and access to sustainable home ownership. In the last seventeen years, YCMIHOC has demonstrated the skills and capacity needed to implement housing education and counseling to over 6000 households, paving the way to sustainable home ownership for many first-time homebuyers. YCMIHOC is an HUD-approved housing counseling agency (Department of Housing and Urban Development) ; certified by the Tennessee Housing Development Agency (THDA) as Homebuyer Education Initiative Trainer and is an adopter of the National Industry Standards for Homeownership Education and Counseling. Recognition of the agency's knowledge, experience, and success include repeated funding by HUD; repeated service contracts with the Tennessee Housing Development Agency due to exemplary services and the highest number of approved loans and loan values in rural and urban markets in Tennessee since 2010; receipt of the Rutherford County Impact Award; City of Smyrna Best in Credit/Debt Counseling since 2013; and the "Top 300 Small Businesses in the South".

- Direct the day-to-day financial and operational activities of a HUD-approved local housing counseling agency. Improving business performance and reserves by maximizing earned and grant income, increased staff, and lowering fixed and variable costs.
- Oversee client registrations, group education, individual counseling, and assessments. Scaled outreach and program development yielding an average client count per year from 30 to over 600 clients served annually.
- Hire and train new staff members, growing staff from two to eight certified counselors with a 92% retention rate.

- Currently serve on the THDA Advisory Board working with regional and state housing departments to develop strategies and demonstrable links between client engagement and strategic housing goals; leverage meetings and outreach to create and sustain dialogue around emerging housing issues; and identify and address issues and solutions related to employee engagement.

2004 – 2005

HOUSING COUNSELOR DIRECTOR, LIFE OF VICTORY INTERNATIONAL CHRISTIAN MINISTRIES, LAVERGNE, TN

- Reporting to the Executive Director, designed and developed the Homebuyer Education Program to service aspiring low-moderate income home buyers.
- Received certification as a housing counselor/homebuyer facilitator through NeighborWorks Institute.
- Coordinated and scheduled all first-time home buyer classes.
- Facilitated courses in home buying, financial fitness and provided individual credit counseling services.

1980 – 2003

TVA LOAN OFFICER, AMSOUTH BANK, NASHVILLE, TN

- Provided underwriting services for the Tennessee Valley Authority (TVA) Energy Right Heat Pump Plan with values between \$47,500.00 to \$200,000.00.
- Ensured loan submittals met internal and external eligibility requirements.
- Maintained meticulous attention to detail in underwriting. Evaluated the financial strength of borrowers to determine risk and repayment capacity.
- Leveraged knowledge of the loan product to help restructure turned-down loans for subsequent approvals. Maintained compliance with lending, underwriting and government requirements.
- Demonstrated excellent follow-through with borrowers, loan processors, loan originators and management throughout all phases of the underwriting process.
- Inaugurated a new process and workflow standardization for managing loan application turnaround. Maximized efficiencies across the department resulted in a decrease from two hours to thirty minutes.

EDUCATION

MASTER OF THEOLOGY

EMMANUEL THEOLOGICAL SEMINARY, NASHVILLE, TN

BACHELOR OF SCIENCE – CHRISTIAN COUNSELING

EMMANUEL THEOLOGICAL SEMINARY, NASHVILLE, TN



City of La Vergne

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Website: www.LaVergneTN.gov

M E M O

DATE: OCTOBER 31, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: PLANNING COMMISSION

Name	Appointed:	Term Expires:
Earl Garvin, Jr. - Chairman	August 2010 (Alternate) October 2010	October 31, 2025
Jason Cole - Mayor (BOMA) - Vice-Chairman	November 2018	Term of Office
Graeme Coates - Secretary	December 2022	December 31, 2024
Terry Coleman	July 2021	October 31, 2023
Carol Haas – Alderman (BOMA)	December 2022	Term of Office
Jim Hesemann	November 2021	October 31, 2025
Mark Molnar	December 2022	December 31, 2024

The term for Terry Coleman expires at the end of October. He would like to stay on the Planning Commission. We have also been advertising the position on Channel 3 and Social Media. We have received one other application from earlier this year.

As a reminder, the Mayor makes all appointments to the Planning Commission except for the Alderman position.

Current Applicants:

- Terry Coleman
- Russell Mattox

**CITY OF LA VERGNE
BOARD / COMMITTEE MEMBER APPLICATION**

Please choose which board / committee you would like to apply for: (Only choose one)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☐ Beer Board	As Needed
☐ Board of Zoning Appeals	Once a Month
☐ Construction Board of Adjustment and Appeals	As Needed
☐ Economic Development Advisory Committee	As Needed
☐ Employee Review Board	As Needed
☐ Greenway Advisory Committee	Once a Month
☐ Historical Preservation Advisory Committee	As Needed
☐ Library Board	Every other Month
☐ Parks & Recreation Advisory Committee	Once a Month
☒ Planning Commission	Once a Month
☐ Senior Citizen's Advisory Committee	Once a Quarter
☐ Stormwater Appeals and Advisory Board	As Needed
☐ Other _____	

APPLICANT INFORMATION

NAME: Russell Mattox Phone Number: [REDACTED]

ADDRESS: [REDACTED] Work Phone: _____

Lavergne, TN 37086 E-Mail Address: [REDACTED]

What is the best time to contact you? ☒ Morning (8:00 a.m. - Noon) ☐ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ☐ Phone ☐ E-Mail

EDUCATION AND TRAINING

	High School	Technical / Vocational	College / University	Graduate / Professional
School Name	Lake Hamilton		Louisiana State University	Capella University
City, State	Hot Springs, AR			
Dates Attended (Mo./Yr.)	From: 1/1/2000 To: 5/31/2004	From: To:	From: 1/1/2011 To: 12/31/2014	From: 1/1/2022 To: 12/31/2022
Years Completed	☐ 9 ☐ 10 ☐ 11 ☒ 12	☐ 1 ☐ 2	☐ 1 ☐ 2 ☐ 3 ☒ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	High School Diploma		Business Management	Doctorate in Business
Receive a diploma? (Yes/No)	Yes	Yes	Yes	Yes

EXPERIENCE

Current Occupation: CFO / COO at Live Redesigned

Please list any Professional or Occupational Experience that would apply to the Board or Committee

you are applying for: I've been running companies for years which requires a lot of foresight

and planning in the long term.

Municipal Boards / Committees on which you currently serve: Forbes Finance Council

Municipal Boards / Committees on which you have previously served: N/A

If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO

If YES, what is the Conflict? _____

What are the reasons why you want to serve on the Board / Committee that you have chosen?

I want to be actively involved in the direction of my community and this is a chance to give back.

REFERENCES

Please list three (3) Professional or Business references.

	Name	Mailing Address	Years Known	Phone
1	Nick Whitehouse	[REDACTED]	9	[REDACTED]
2	Mike Redington	N/A	10	[REDACTED]
3	Eric Peters	N/A	8	[REDACTED]

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

I waive any right of privilege, privacy, and/or confidentiality I may have in the information provided by references or others whom I have indicated may be contacted.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any relationship with this organization is of an "at will" nature, which means that the Board or Committee member may resign at any time and the Board of Mayor and Aldermen may remove the Board or Committee member at any time with or without cause. I understand, also, that I am required to abide by the Charter and Ordinances of the City of La Vergne, the Constitution and Laws of the State of Tennessee and the Constitution and Laws of the United States of America.

Signature: Russell Mattox

Date: 4/16/23

Please attach your resume. Thank you for your willingness to serve.



City of La Vergne

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Phone: (615) 793-6295 • Fax: (615) 793-6025

Website: www.LaVergneTN.gov

M E M O

DATE: NOVEMBER 6, 2023

TO: BOARD OF MAYOR AND ALDERMEN

FROM: BRUCE RICHARDSON

RE: SENIOR CITIZENS ADVISORY COMMITTEE

Senior Citizen's Advisory Committee
Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
Steve Noe - Chairman	November 2018	Term of Office
Rick Autery	May 2018	February 28, 2025
Laura Davidson	September 2022	December 31, 2025
Roger French	January 2019	April 30, 2027
Vacant (Anthony Honeycutt)		April 30, 2027
Tabitha Howard	December 2022	December 31, 2026
Mary Jane Skinner	February 2004	January 31, 2024

We have a vacancy on this committee due to the resignation of Anthony Honeycutt. We have been advertising this position on Channel 3 and Social Media and have received two applications.

Current Applicants:

- Frankie Brooks
- Chuck Isbell

CITY OF LA VERGNE BOARD / COMMITTEE MEMBER APPLICATION

Please choose which board / committee you would like to apply for: (Only choose one)

Board Name	Normal Frequency of Meetings
☐ Beautification and Arts Advisory Committee	As Needed
☐ Beer Board	Monthly
☐ Board of Zoning Appeals	Monthly
☐ Construction Board of Adjustment and Appeals	As Needed
☐ Economic Development Advisory Committee	Quarterly
☐ Greenway Advisory Committee	Quarterly
☐ Historical Preservation Advisory Committee	Semi-Annually
☐ La Vergne Housing Authority	As Needed
☐ La Vergne Industrial Development Board	As Needed
☐ Library Board	Bi-Monthly
☐ Parks & Recreation Advisory Committee	Monthly
☐ Planning Commission	Monthly
☒ Senior Citizen's Advisory Committee	Monthly
☐ Stormwater Appeals and Advisory Board	As Needed
☐ Other _____	

APPLICANT INFORMATION

Name: Ms. Frankie Brooks Cell Phone: [REDACTED]

Address: [REDACTED] Other Phone: [REDACTED]

Lavergne TN 37086 Email Address: [REDACTED]

What is the best time to contact you? ☐ Morning (8:00 a.m. - Noon) ☒ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ☒ Cell Phone ☒ Other Phone ☒ Email

EDUCATION AND TRAINING

	High School	College / University	Graduate / Professional
School Name	<u>East Robertson</u>	<u>Nashville Tech</u> <u>Tenn State</u>	
City, State	<u>Cross Plains Tenn</u>	<u>Nashville Tenn</u>	
Years Completed	N/A	☒ 1 ☒ 2 ☐ 3 ☐ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A	<u>Computer</u> <u>Sociology</u>	
Receive a diploma?	☒ Yes ☐ No	☐ Yes ☒ No <u>certificate</u>	☐ Yes ☐ No

EXPERIENCE

Current Occupation:	
List any experience that would apply to the Board or Committee you are applying for:	I am a member of Senior Center I know their needs and how important the Senior center is for the members
Municipal Boards / Committees on which you currently serve:	None
Municipal Boards / Committees on which you have previously served:	None
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO	
If YES, what is the conflict?	
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	I want to be an advocate for the Seniors. I know what they need, what works best for them

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Rev Paryl Drumwright		20	
2	Rep Brenda Gilmore		10	
3	Sally Bar Kley Bar Kley & Hodges Group		25	

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

I waive any right of privilege, privacy, and/or confidentiality I may have in the information provided by references or others whom I have indicated may be contacted.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any relationship with this organization is of an "at will" nature, which means that the Board or Committee member may resign at any time and the Board of Mayor and Aldermen may remove the Board or Committee member at any time with or without cause. I understand, also, that I am required to abide by the Charter and Ordinances of the City of La Vergne, the Constitution and Laws of the State of Tennessee and the Constitution and Laws of the United States of America.

Signature: Frankie Brooks

Date: 10-17-2023

Please attach your resume. Thank you for your willingness to serve.

FRANKIE BROOKS

[REDACTED] | [REDACTED] | La Vergne, TN 37086

Skills

- Examining Information
- Compiling Data
- Filing
- Investigating Discrepancies
- Payroll Processing
- Direct Deposit Processing
- Tracking Wage Garnishments
- Maintaining Files
- Child Support Orders
- Excellent Communicator
- Team Player
- Data Entry
- Information Protection
- Tracking Leave

Experience

Tenn State University | Nashville, TN
Payroll Clerk
02/1980 - 06/2017

- Processed payroll information for up to 1200 weeks employees, including calculating wages and deductions.
- Resolved discrepancies in employee payments and benefits calculations.
- Maintained accurate records of all payroll transactions.
- Assisted in the preparation of monthly financial reports related to payroll activities.
- Responded to inquiries regarding wage garnishments, taxes, 401 contributions.
- Provided support during audits conducted by external auditors or government agencies.
- Tracked vacation accruals and personal leave balances for each employee.
- Organized and maintained payroll information by entering data, deleting errors, calculating and collecting information.
- Processed and issued employee paychecks, statements of earnings and deductions.
- Identified, researched and resolved issues with hours worked.
- Investigated and addressed payroll discrepancies, liaising between staff and administrative team to expedite error resolution.
- Handled payroll help desk and answered questions regarding correct and accurate payroll time entry.
- Calculated employee leave time by comparing available hours against listed hours.
- Compiled data from timesheets and other records to determine hours worked and pay rate.
- Verified accuracy of timekeeping records to ensure compliance with federal and state regulations.
- Processed payroll information for up to 1200 employees, including calculating wages and deductions.
- Processed payroll information for up to 400 employees, including calculating wages and deductions.

Education and Training

Nashville State Community College | Nashville, TN
Computer Skills Word And Excel

Tennessee State University | Nashville, TN
Sociology

Summary

Detail-oriented Payroll Clerk with 37 years of experience in payroll administration. Outstanding mathematics, verbal and written communication skills with expertise in word and Excel. Diligent professional proficient in calculating numbers of hours against hourly wage rates.

CITY OF LA VERGNE

BOARD / COMMITTEE MEMBER APPLICATION

Please choose which board / committee you would like to apply for: (Only choose one)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☐ Beautification and Arts Advisory Committee	As Needed
☐ Beer Board	Monthly
☐ Board of Zoning Appeals	Monthly
☐ Construction Board of Adjustment and Appeals	As Needed
☐ Economic Development Advisory Committee	Quarterly
☐ Greenway Advisory Committee	Monthly
☐ Historical Preservation Advisory Committee	Semi-Annually
☐ La Vergne Housing Authority	As Needed
☐ La Vergne Industrial Development Board	As Needed
☐ Library Board	Bi-Monthly
☐ Parks & Recreation Advisory Committee	Monthly
☐ Planning Commission	Monthly
☒ Senior Citizen's Advisory Committee	Monthly
☐ Stormwater Appeals and Advisory Board	As Needed
☐ Other _____	

APPLICANT INFORMATION

Name: Charles Isbell Cell Phone: [REDACTED]

Address: [REDACTED] Other Phone: _____

La Vergne TN, 37086 Email Address: [REDACTED]

What is the best time to contact you? ☐ Morning (8:00 a.m. - Noon) ☒ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ☒ Cell Phone ☐ Other Phone ☐ Email

EDUCATION AND TRAINING

	High School	Technical / Community College	College / University	Graduate / Professional
School Name	GED	essee Technology C	ITT	
City, State	Shelbyville, TN	Murfreesboro, TN	Nashville TN	
Years Completed	N/A	☐ 1 ☒ 2	☐ 1 ☒ 2 ☐ 3 ☐ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A	HVAC/R	Drafting Design	
Receive a diploma?	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☐ No

EXPERIENCE

Current Occupation:

List any experience that would apply to the Board or Committee you are applying for:

Not counting La Vergne I am on several boards now. United Way YLS Board Public Relations Chair, Walk Bike Nashville: Families for Safe Streets Advisory Committee

Municipal Boards / Committees on which you currently serve:

La Vergne Housing Authority
La Vergne Parks & Recreation Advisory Committee

Municipal Boards / Committees on which you have previously served:

La Vergne Housing Authority
La Vergne Parks & Recreation Advisory Committee
La Vergne Historical Preservation Advisory Committee

If you are appointed, will you have any potential conflict of interest? ☒ YES ☐ NO

If YES, what is the conflict?

I will have to give up one my other Advisory Committee stops up. I would like to resign from the Historical Preservation Advisory Committee

What are the reasons why you want to serve on the Board / Committee that you have chosen?

I have been voluntary at the Senior Citizen for several months now and would like to be on the board to help make decisions for the seniors.

REFERENCES

Please list three (3) Professional or Business references.

	Name	Mailing Address	Years Known	Phone
1	Eugene Spears		35	
2	Sharon Seibert		6	
3	Valerie Franklin		8	

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

I waive any right of privilege, privacy, and/or confidentiality I may have in the information provided by references or others whom I have indicated may be contacted.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any relationship with this organization is of an “at will” nature, which means that the Board or Committee member may resign at any time and the Board of Mayor and Aldermen may remove the Board or Committee member at any time with or without cause. I understand, also, that I am required to abide by the Charter and Ordinances of the City of La Vergne, the Constitution and Laws of the State of Tennessee and the Constitution and Laws of the United States of America.

Signature: Charles Isbell Digitally signed by Charles Isbell
Date: 2023.11.05 10:05:57 -06'00'

Date: 11/05/2023

Please attach your resume. Thank you for your willingness to serve.

Charles D. Isbell, Jr.

Objective

I am looking for a position in which I can use my many skills in. I want a position in a progressive environment that will allow me to use and develop my technical skills, leadership, and customer service to help you grow your company.

Education

December 2014-2016 ITT-Technical Institute Nashville, TN
Associate of Applied Sciences in Drafting Design Technology with National Technical Honors

2009 Total Tech Training Center Smyrna, TN
HVAC Analysis 1 and 2
Manual's J 8th Edition, Manual D and Manual S Training
North American Technician Excellence Certification (NATE)

2006-2007 Tennessee Technology Center Murfreesboro, TN
HVAC/R Diploma with National Technical Honors
National Technical Honor Society Jon H. Poteat Scholarship
EPA 608 Certification (Universal), EPA 609 Certification & 410-A Certification

Work Experience

2016- Present Gresham Smith Nashville, TN

- **Commissioning Technician**
- Creating Commissioning Plans, PFC's and PFT's
- Traveling to job sites and executing PFT's
- Facilitate Office Moves: Help plan the move for each office, Order equipment for each office, Travel to and set up offices before Monday, and perform training at the office.
- One on one user training for IT as an IT System Analyst: equipment, computers, software, and updates

2014-2016 Reddy Ice Nashville, TN

- **Field Service Equipment Technician**
- Installed and maintained Ice Factory equipment
- Designed a training program for Route Merchandisers, Store personal and other FEST's
- Selling of merchandise to the stores

Charles D. Isbell, Jr.

2013-2014	Jones Lang LaSalle	Nashville, TN
• Maintenance Mechanic • Developed and set up the new keying system for the Tennessee Tower • Led several small projects in the Tennessee Tower • Developed several check sheets for the Tennessee Tower • Worked with the state to set the Compliance Program • Coached team members with whom I worked with • Performed preventative and reparative maintenance on the building • My work helped to bring the building standard up		
2011-2013	State of Tennessee	Nashville, TN
• Heating and Refrigeration Mechanic 2 • Worked with external vendors on the building maintenance matters with SSR/CX, JLL on Commissioning • Led several small projects at the Tennessee Tower and the Library & Archives • Established several check list for the Tennessee Tower • Performed preventative and reparative maintenance on the building • Trained team members with whom I worked with		

Community Volunteering

United Way of Greater Nashville Advisory Council

United Way of Greater Nashville Young Leaders Society - Public Relations Chair

2019 Firmwide Co-Chair of United Way for Gresham Smith

Toastmasters Vice President Of Membership

La Vergne Housing Authority

La Vergne Parks & Recreation Advisory Committee

La Vergne Historical Preservation Advisory Committee

Co-Chair for Parents Caregivers ERN for Gresham Smith

Walk Bike Nashville for Family First Advisory Committee

Community Organizer for Rutherford County



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: November 7, 2023

Item Title: Approve Change Order #1 with Baron Construction, LLC for the Public Works and Community Development Services Facility.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Change Order #1

Summary:

This is a change order for the construction of the Public Works and Community Development Services Facility.

Background Information:

There are several items in this change order for the construction of this project. They are outlined in the following pages.

Financial Summary:

The total cost of these changes will cost \$290,479.74. This is still within the overall project budget as shown below.

Public Works and Community Development Services Facility Budget Tracker		
Item	Budget	Total Remaining
Baron Contract	\$29,997,000.00	\$24,862,895.50
Baron Potential Change Order #1	\$290,479.74	\$290,479.74
Lambe + Associates	\$161,115.50	\$137,049.75

TTL, Inc. (Structural)	\$100,000.00	\$85,046.20
Furniture	\$37,463.76	\$37,463.76
ACS and CCTV (Turner)	\$147,841.00	\$147,841.00
Mgmt Reserve (See Risk Register)	\$66,100.00	\$66,100.00
Contingency	\$0.00	\$0.00
Total Budgeted	\$27,800,000.00	\$25,626,875.95
Percent Spent		7.82%
Percent Remaining		92.18%

Staff Recommendation:

Staff recommends approval.



Engineering Department

5175 Murfreesboro Road
La Vergne, TN 37086
(615) 287-8640
laveragnetn.gov

RE: Approve Change Order #1 with Baron Construction, LLC for the Public Works and Community Development Services Facility.

Date: 02 November 2023

The staff recommends approval of a modification to the Baron Construction LLC contract for the construction in the amount of \$290,479.74. This cost is broken down and explained on the following sheets.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Gary Lide", is written over a light blue horizontal line.

Gary Lide, PE
Director of Engineering

Baron Change Order Request (RFC) No.	RFP Description	Proposal Received from Contractor	Staff Recommendation	Modification Amount	Status (Mandatory or Recommended)	Reasoning
1	Area C Footer Undercut and Backfill.	9/1/2023	Acceptance	\$17,280.12	Mandatory	UNFORSEEN CONDITION: Actual soil conditions at the bottom elevation of the foundations were unknown during bid process. They ended up being significantly different from reasonable assumptions based on geotechnical report.
2	Outbuilding Undercut and Backfill	9/27/2023	Acceptance	\$15,782.51	Mandatory	UNFORSEEN CONDITION: Actual soil conditions at the bottom elevation of the foundations were unknown during bid process. They ended up being significantly different from reasonable assumptions based on geotechnical report.
4	Remove the tap sleeve and valve and connect the waterline to the public main at the existing 8-inch valve followed by an 8" to 6" reducer as shown on the attached drawing named 315277-CV01-CSD-7.	9/6/2023	Acceptance	\$0.00	Mandatory	CITY REQUEST - This was a request by the city to avoid an additional tap onto the public water line.
5	Relocate FDC as shown on drawing 315277-CV01-CSD-3-FDC to comply with City of La Vergne Fire Codes.	9/8/2023	Acceptance	\$15,892.20	Mandatory	CITY REQUEST - This was required by the City Fire Marshal's office based on AHJ interpretation of the NFPA requirements.
6	Replace the 2-inch domestic waterline shown on Sheet C-500 with a 3-inch domestic waterline as shown on the attached drawing named 315277-CV01-OSD-01.	9/27/2023	Acceptance	\$2,291.89	Mandatory	INCOMPLETE CONTRACT BID DOCUMENTS - A design discrepancy between the Civil and the Plumbing Plans caused this required change. It is required based on Plumbing Engineer opinion.
7	Undercut and Repair failed proof roll area in Area B	9/28/2023	Acceptance	\$28,375.78	Mandatory	UNFORSEEN CONDITION: This area of earthwork failed due to weathering or the underground stream noted in Change Order Request 12.
8	Add new window for Mechanical Inspectors Room (see ASD-01 and ASD-02)	9/29/2023	Acceptance	\$2,365.75	Recommended	CITY REQUEST - Contract drawings showed an office for four people in Area F without a window. This was the only office in the Codes, Engineering, Stormwater departments without a window. It also created an aesthetic imbalance to the exterior.
9	Lightning Protection Main Building Only (Not required by Code) (This is a stand-alone cost)	10/9/2023	Acceptance	\$71,890.26	Recommended	INCOMPLETE CONTRACT BID DOCUMENTS - This is a safety and electrical recommendation. Bidding information provided in the contract documents was unclear and no design was provided. Therefore, it was not included in the bid. NFPA 780 defines the correct installation for lightning protection but the city has not adopted that specific requirement as a standard. Given the large amount of electronics, the steel 'chimney', and the steel roof, lightning protection is strongly recommended by staff.
10A	Add Bronze Plaque next to entrance (Donated by Baron)	10/6/2023	Acceptance	\$0.00	Recommended	CITY REQUEST - This is being donated by the Contractor.
10B	Add Junction Box and Conduit ONLY for Uplighting Flagpoles	10/19/2023	Acceptance	\$9,370.40	Recommended	CITY REQUEST - Flagpoles were not shown on the contract documents. This is the minimum amount of work which can must done under this contract to allow them to be added a later. To add flagpoles later without these conduits in place would be extremely expensive and disruptive to work in the building.
11	CREDIT - Remove interior bollards from outbuildings	10/6/2023	Acceptance	-\$712.28	Recommended	CITY REQUEST - These have been determined to not be needed.

Baron Change Order Request (RFC) No.	RFP Description	Proposal Received from Contractor	Staff Recommendation	Modification Amount	Status (Mandatory or Recommended)	Reasoning
12	Direction for Handling U/G stream south of Area C.	10/19/2023	Acceptance	\$22,700.62	Mandatory	UNFORSEEN CONDITION: An underground spring was found when foundations for Area C were excavated. It needs to be routed around the building to avoid significant future problems.
13	Add two additional conduits for LV into bldg	10/19/2023	Acceptance	\$20,394.40	Recommended	INCOMPLETE CONTRACT BID DOCUMENTS - Detailed electrical design for the low voltage systems within the building was not included with the contract drawings. Therefore, it is unknown whether the engineer's assumptions for the sizing of the underslab conduits is sufficient for the present use plus growth of the low voltage systems in the building. This is a doubling of the number of conduits.
14	Outbuilding foundation undercutting	10/19/2023	Acceptance	\$691.20	Mandatory	UNFORSEEN CONDITION: Actual soil conditions at the bottom elevation of the foundations were unknown during bid process. They ended up being significantly different from reasonable assumptions based on geotechnical report.
15	Area A foundation undercutting	10/19/2023	Acceptance	\$11,520.08	Mandatory	UNFORSEEN CONDITION: Actual soil conditions at the bottom elevation of the foundations were unknown during bid process. They ended up being significantly different from reasonable assumptions based on geotechnical report.
16	Replace the water meter vault detail shown on the Contract Drawings with the latest City Standard Water Meter Vault Detail. This drawing is named 315277-CV01-CSD-4.	10/19/2023	Acceptance	-\$5,061.00	Mandatory	CITY REQUEST - The city requested that the water meter vault be updated to the latest city standard.
18	Oil Separator change based on incomplete design drawings	10/19/2023	Acceptance	\$77,697.81	Mandatory	INCOMPLETE CONTRACT BID DOCUMENTS - The Oil/Water Separator was not shown in the Contract Documents during the bid process.
TOTAL				\$290,479.74		

BARON CONSTRUCTION LLC
PUBLIC WORKS AND COMMUNITY DEVELOPMENT
SERVICES FACILITY

CHANGE ORDER REQUEST

01



Owner Change Order

PROJECT: *(name and address)*
City of La Vergne Public Works
1500 E Nir Shreibman Boulevard
La Vergne, TN 37086

CONTRACT INFORMATION:
Contract For:
Date:

CHANGE ORDER INFORMATION:
Change Order Number: 1
Date: 9/1/2023

OWNER: *(name and address):*
City of La Vergne
5093 Murfreesboro Road
La Vergne, TN 37086

ARCHITECT: *(name and address):*

THE CONTRACT IS CHANGED AS FOLLOWS:

Area C Footer Undercut & Backfill. Undercut 1' and backfill with approved fill at direction of TTL Technician on site, per TTL reports 7/25/2023 and 8/1/2023 recommendation of minimum 1' undercut and backfill. To be tracked on quantity removed/replaced. See the Breakdown from the Owner Allowance:

Owner Allowance -	\$50,000.00
This CO -	<u>\$17,280.12</u>
Total left in Allowance	\$32,719.88

Upon approval the sum of \$0.00 will be added to the contract price.

The original Contract Value was	<u>\$26,997,000.00</u>
The net change by previously authorized Change Order was	<u>\$0.00</u>
The Contract Value will be increased/decreased by this Change order Amount	<u>\$0.00</u>
The new Contract Value, including this Change Order, will be	<u>\$26,997,000.00</u>
The Contract Time will be increased/decreased by	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY ARCHITECT, CONTRACTOR AND/OR OWNER

ARCHITECT <i>(FIRM NAME)</i>	Baron Construction, LLC CONTRACTOR <i>(FIRM NAME)</i>	City of La Vergne OWNER <i>(FIRM NAME)</i>
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

BARON CONSTRUCTION LLC
PUBLIC WORKS AND COMMUNITY DEVELOPMENT
SERVICES FACILITY

CHANGE ORDER REQUEST

02

BARON CONSTRUCTION LLC
PUBLIC WORKS AND COMMUNITY DEVELOPMENT
SERVICES FACILITY

CHANGE ORDER REQUEST

04



THIS CHANGE ORDER NUMBER REVISED TO #4 BY CONTRACTOR

Owner Change Order

PROJECT: *(name and address)*
City of La Vergne Public Works
1500 E Nir Shreibman Boulevard
La Vergne, TN 37086

CONTRACT INFORMATION:
Contract For:
Date:

CHANGE ORDER INFORMATION:
Change Order Number: 3
Date: 9/13/2023

OWNER: *(name and address):*
City of La Vergne
5093 Murfreesboro Road
La Vergne, TN 37086

ARCHITECT: *(name and address):*

THE CONTRACT IS CHANGED AS FOLLOWS:

Remove the tap sleeve and valve and connect the waterline to the public main at the existing 8" vavle followed by an 8" to 6" reducer as shown per CSD-7

Owner Allowance - \$50,000.00

RFC # 1 - (\$17,280.12)

RFC # 2 - (\$19,580.66)

RFC # 3 - \$0.00

Remaining Owner Allowance - \$13,139.22

Upon approval the sum of \$0.00 will be added to the contract price.

The original Contract Value was	<u>\$26,997,000.00</u>
The net change by previously authorized Change Order was	<u>\$0.00</u>
The Contract Value will be increased/decreased by this Change order Amount	<u>\$0.00</u>
The new Contract Value, including this Change Order, will be	<u>\$26,997,000.00</u>
The Contract Time will be increased/decreased by	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY ARCHITECT, CONTRACTOR AND/OR OWNER

<u>Lambe & Associates</u>	<u>Baron Construction, LLC</u>	<u>City of La Vergne</u>
ARCHITECT (FIRM NAME)	CONTRACTOR (FIRM NAME)	OWNER (FIRM NAME)
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE



Lambe+Associates, LLC

architecture • planning • design/build

PROJECT PROPOSAL REQUEST

Date: 21 August 2023

Proposal Request #: PPR-4

Project: City of LaVergne Public Works and Community Services Facility

L+A Project #: 2110

The Owner and Architect request an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within fourteen (14) days or notify the Architect in writing of the anticipated date of submission.

Description of Proposed Modifications to the Contract Documents:

Specification Section: Civil

Drawing Number(s): C-500

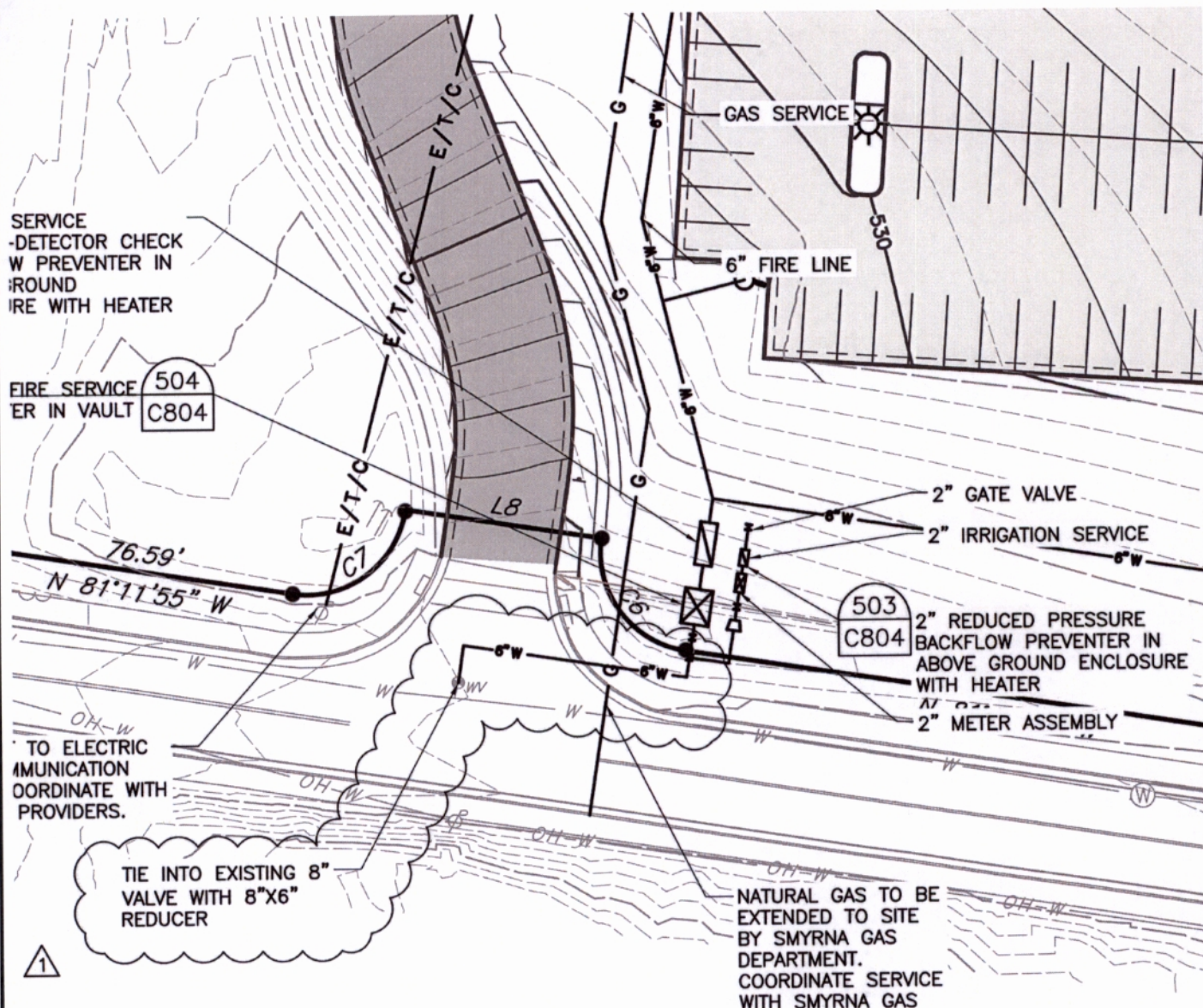
Description:

Remove the tap sleeve and valve and connect the waterline to the public main at the existing 8-inch valve followed by an 8" to 6" reducer as shown on the attached drawing named 315277-CV01-CSD-7.

End of Proposal Request

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

P:\300-000\302-397-CADD\Draw Civil Supplementary Drawings\315277-CV01-CSD No. 1.dwg(CSD-7) LS(8/15/2023 - mklein) - LP: 8/15/2023 11:34 AM



REFERENCE

1. REFER TO SHEET C500 REV 1 FOR RECORD DRAWING.



Civil & Environmental Consultants, Inc.

117 Seaboard Lane · Suite E-100 · Franklin, TN 37067

615-333-7797 · 800-763-2326

www.cecinc.com

CITY OF LA VERGNE
PUBLIC WORKS AND COMMUNITY
DEVELOPMENT SERVICES FACILITY
LA VERGNE, RUTHERFORD COUNTY, TN

CIVIL SUPPLEMENTARY DRAWING NO. 7

DRAWN BY:

JMK

CHECKED BY:

JMK

APPROVED BY:

RGM

FIGURE NO.:

DATE:

AUGUST 2023

DWG SCALE:

N.T.S

PROJECT NO:

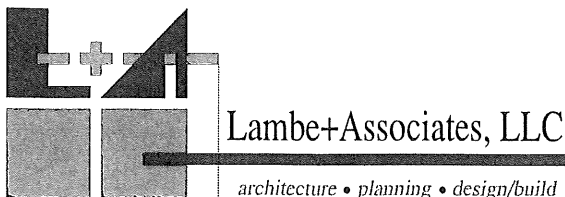
315-277

CSD-7

BARON CONSTRUCTION LLC
PUBLIC WORKS AND COMMUNITY DEVELOPMENT
SERVICES FACILITY

CHANGE ORDER REQUEST

05



PROJECT PROPOSAL REQUEST

Date: 21 August 2023

Proposal Request #: PPR-2

Project: City of LaVergne Public Works and Community Services Facility

L+A Project #: 2110

The Owner and Architect request an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within fourteen (14) days or notify the Architect in writing of the anticipated date of submission.

Description of Proposed Modifications to the Contract Documents:

Specification Section: Civil

Drawing Number(s): C-500 Sections 5 and 6

Description:

Relocate FDC as shown on drawing 315277-CV01-CSD-3-FDC to comply with City of La Vergne Fire Codes.

End of Proposal Request

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.



CO #	DATE
23026	09/06/2023

Subject: Relocate FDC
Time Delay: Yes (3 Days)

CUSTOMER

Baron Construction
652 Old Ezell Rd
Nashville, TN 37217

PROJECT

La Vergne Public Works (AL-262)
PROJECT #: AL-262
1500 East Nir Shreibman Boulevard
La Vergne, TN 37086

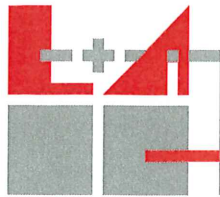
Item Name	Qty	Price/Unit	Total
FDC Installation Labor to install FDC. Materials billed separately.	1	\$2,300.00/EA	\$2,300.00
Water Line Installation (6" C900) Excavation and installation of water line. Price is for labor only. Materials billed separately.	110	\$30.00/LF	\$3,300.00
Thrust Block Construction Labor and materials to construct thrust block as per plans.	4	\$250.00/EA	\$1,000.00
Gravel Gravel needed for scope of work. Includes material and delivery.	20	\$45.00/CY	\$900.00
Materials Materials needed for scope of work. Includes material and delivery.	1	\$6,100.00/EA	\$6,100.00
P&O	1	\$816.00/EA	\$816.00

Subtotal \$14,416.00
Total \$14,416.00

BARON CONSTRUCTION LLC
PUBLIC WORKS AND COMMUNITY DEVELOPMENT
SERVICES FACILITY

CHANGE ORDER REQUEST

06



Lambe+Associates, LLC

architecture • planning • design/build

PROJECT PROPOSAL REQUEST

Date: 21 August 2023

Proposal Request #: PPR-3

Project: City of LaVergne Public Works and Community Services Facility

L+A Project #: 2110

The Owner and Architect request an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within fourteen (14) days or notify the Architect in writing of the anticipated date of submission.

Description of Proposed Modifications to the Contract Documents:

Specification Section: Civil

Drawing Number(s): C-500

Description:

Replace the 2-inch domestic waterline shown on Sheet C-500 with a 3-inch domestic waterline as shown on the attached drawing named 315277-CV01-OSD-01.

End of Proposal Request

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

2-4,000 GALLON FIBERGLASS
COATED STEEL UNDERGROUND
TANKS. SEE FUELING SUPPLY
NOTES, THIS SHEET

DIESEL GENERATOR AND
ABOVE-GROUND 200
GALLON DAY TANK
SEE ELECTRICAL DRAWINGS

TRANSFORMER SEE
ELECTRICAL DRAWINGS
FOR CONTINUATION

DIVERT COMMUNICATION
CONDUITS AROUND
GENERATOR AND
TRANSFORMER

UNDERGROUND ELECTRIC
AND COMMUNICATION
CONDUITS INSTALLED IN
ACCORDANCE WITH UTILITY
REQUIREMENTS

WATER
TENSOR CHECK
PREVENTER IN
LINE WITH HEATER

FUEL

FUEL

FUEL

FUEL

FUEL

FUEL

FUEL

FUEL

FUEL

GAS METER LOCATION

Change 2" to 3"

SEE DETAIL 402, SHEET
C804 FOR THRUST
BLOCKING REQUIREMENTS
FOR WATER LINES AND
FORCE MAIN (TYP.)

2" DOMESTIC WATER LINE
SEE PLUMBING PLANS
FOR CONTINUATION

GAS SERVICE

6" FIRE LINE

SANITARY CLEANOUT

507
C805

PROPOSED PUBLIC WORKS AND
COMMUNITY DEVELOPMENT FACILITY
39,024 SF
FFE: 529.50

6" PVC @ MIN. 1'

DRAWING NAME: CHANGE 2" WATER LINE TO 3"
WATER LINE
DRAWING NUMBER: 315277-CV01-OSD-01
DATE: 21 AUGUST 2023



CO #	DATE
23027	09/06/2023

Subject: Change Domestic Water from 2" to 3"

CUSTOMER

Baron Construction
652 Old Ezell Rd
Nashville, TN 37217

PROJECT

La Vergne Public Works (AL-262)
PROJECT #: AL-262
1500 East Nir Shreibman Boulevard
La Vergne, TN 37086

Item Name	Qty	Price/Unit	Total
Water Line Installation (2" PEX or C900) Credit for 2" water line in original scope.	-310	\$20.00/LF	\$-6,200.00
Water Line Installation (SCH 40 PVC) Excavation and installation of water line. Price is for labor only. Materials billed separately.	310	\$24.00/LF	\$7,440.00
Materials Additional cost in materials for the change from 2" to 3".	1	\$650.00/EA	\$650.00
P&O	1	\$189.00/EA	\$189.00

Subtotal	\$2,079.00
Total	\$2,079.00



CO #	DATE
23027	09/06/2023

APPROVAL

This CO has been accepted on _____ by _____

Signature: _____

PHOTOS



315277-CV01-OSD-01



082123_Proposal_Request_PPR-3

BARON CONSTRUCTION LLC
PUBLIC WORKS AND COMMUNITY DEVELOPMENT
SERVICES FACILITY

CHANGE ORDER REQUEST

07



CO #	DATE
23036	09/25/2023

Subject: Pumping Repairs to Building Pad
Requested By: Roy Bruce (Baron Construction)

CUSTOMER

Baron Construction
652 Old Ezell Rd
Nashville, TN 37217

PROJECT

La Vergne Public Works (AL-262)
PROJECT #: AL-262
1500 East Nir Shreibman Boulevard
La Vergne, TN 37086

Item Name	Qty	Price/Unit	Total
Excavation of Bad Materials Excavate 65'x70' section of building pad 2' in depth due to failed proof roll.	340	\$5.00/CY	\$1,700.00
Hauling	18	\$450.00/Load	\$8,100.00
Surge Rock	340	\$32.50/CY	\$11,050.00
Backfill & Compact	340	\$7.50/CY	\$2,550.00
P&O	1	\$2,340.00	\$2,340.00

Subtotal \$25,740.00
Total \$25,740.00



CO #	DATE
23036	09/25/2023

APPROVAL

This CO has been accepted on _____ by _____

Signature: _____



Nashville Office
624 Grassmere Park
Suite 14
Nashville, TN 37211
Phone: 615-331-7770

Special Inspection

Client:

City of LaVergne
5185 Murfreesboro Road
Laverne, TN 37086

Project:

000230800662.00
City of LaVergne - Public Works and Community
Development Services Facility
1500 E Nir Shreibman Blvd
La Vergne, TN

Activity Date: 07/25/2023**Discipline:** Foundations**Category:** Spread Footings**Location:** Building Interior - Footing**Location Details:** Foundation Bearing Evaluation

- Spread Footings Within Area C

Proofroll Observation

- Area A, B, and C
- Shed Structures
- Wash Station

Technician: Hughes, Tyler**Work Completed****Reinspection Visit:** No**Reinspection Required:** No**Determination:** Item of Concern Noted**Description:****Footing Bearing Evaluation**

TTL representative Tyler Hughes was on-site on 7/24/23 and this date, as requested by Baron Construction, to perform footing evaluations at the above noted spread footing locations (also noted in attached field sketch). Upon arrival, the TTL representative met with Mr. JB Nease (Baron) to discuss the days activities.

The TTL representative noted that spread footings within Area C were previously excavated to approximately bottom of footing (BOF) elevation. The exposed bearing surface of the above mentioned footings appeared to consist of Reddish-brown clay soil and apparent rock (see field sketch and PlanGrid photo report for material present at each footing). The TTL representative used a small-diameter steel tipped probe rod and a Dynamic Cone Penetrometer (DCP), when applicable, to evaluate the existing bearing conditions. Upon probing, any spread footing locations containing rock and/or refusal material were identified on the attached field sketch. Instances in which the bearing surface contained both rock and soil were identified, and the soil portion was tested with the DCP, if possible.

DCP testing involves driving a conical steel point into the soil with repeated blows from a 15-pound hammer free-falling 20 inches. The point is driven through three increments of 1-¾ inches, and the number of hammer blows is recorded for each increment. The average of the final two blow counts is termed the DCP resistance value, which has units of blows per increment (bpi). When properly evaluated, the DCP value can be correlated with the strength, stiffness, and compressibility of the tested soils. At locations where DCP testing was performed, the testing was conducted at the BOF elevation and approximately 1-ft below BOF. Hand auger refusal occurred below the 1-ft test interval in instances where 1-ft tests were performed.

Upon observation, the bearing soil within the spread footings that were able to be DCP tested was observed to be in general compliance with the project bearing strength requirements, with the exception of spread footings indicated in the attached field sketch.

The TTL representative discussed the bearing medium with the contractors on-site. According to the projects specifications, a consistent bearing medium is required throughout the building. The contractor stated that this topic would be discussed with the design team for further clarification. TTL should be requested to be on-site to observe the final depths of the undercuts at spread footing locations, if applicable.

Tests Performed: Visual Observation
DCP**Discrepancy:** No

The presence and activities of our field representative were for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The presence of our field representative or the observation and testing by our firm does not relieve the contractor in any way from its obligation to meet contractual requirements. No one except our client may rely on our findings and opinions. It is understood that our firm is not responsible for job or site safety on this project. The contractor retains sole responsibility for site safety, methods, operations, and sequences of construction.



Nashville Office
624 Grassmere Park
Suite 14
Nashville, TN 37211
Phone: 615-331-7770

Special Inspection

Client:

City of LaVergne
5185 Murfreesboro Road
LaVergne, TN 37086

Project:

000230800662.00
City of LaVergne - Public Works and Community
Development Services Facility
1500 E Nir Shreibman Blvd
La Vergne, TN

Reinspection Visit: No**Reinspection Required:** No**Determination:** Discrepancy**Description:****Proofroll Observation**

A TTL representative was on-site this date to observe a proofroll of the above mentioned approximate locations. The contractor performed the proofroll using a fully loaded tri-axle dump truck making multiple passes across the exposed subgrade. The exposed subgrade consisted of previously placed crusher run stone. Upon observation, the approximate locations proofrolled on this date appeared to be firm and stable beneath the weight of the passing truck, with the exception of one approximately 55-ft x 60-ft location within Area B (see field sketch). This approximate location was observed to exhibit pumping and rutting beneath the weight of the passing truck. This was relayed to the contractor, who was present for the proofroll.

While on-site, the TTL representative recommended that the unstable locations be further evaluated with test pits. The contractor stated that this would take place at a later date.

Tests Performed: Proofroll Observation**Discrepancy:** Yes**Status:** Open**Discrepancy Number:** 2**Discrepancy Description:**

An approximately 55-ft x 60-ft location of subgrade within Area B was observed to exhibit pumping and rutting during a proofroll on 7/25/2023. This discrepancy will be closed upon successful remediation and re-observation of a proofroll at these locations.

**Description:**

View of unstable locations
within area B

Image Date Taken:

07/25/2023

Photographer: Mabry, Daniel



Nashville Office
624 Grassmere Park
Suite 14
Nashville, TN 37211
Phone: 615-331-7770

Special Inspection

Client:

City of LaVergne
5185 Murfreesboro Road
Lavergne, TN 37086

Project:

000230800662.00
City of LaVergne - Public Works and Community
Development Services Facility
1500 E Nir Shreibman Blvd
La Vergne, TN

**Description:**

View of Shed Structure
Subgrade

Image Date Taken:

07/25/2023

Photographer: Mabry, Daniel

**Description:**

View of Wash Bay Subgrade

Image Date Taken:

07/25/2023

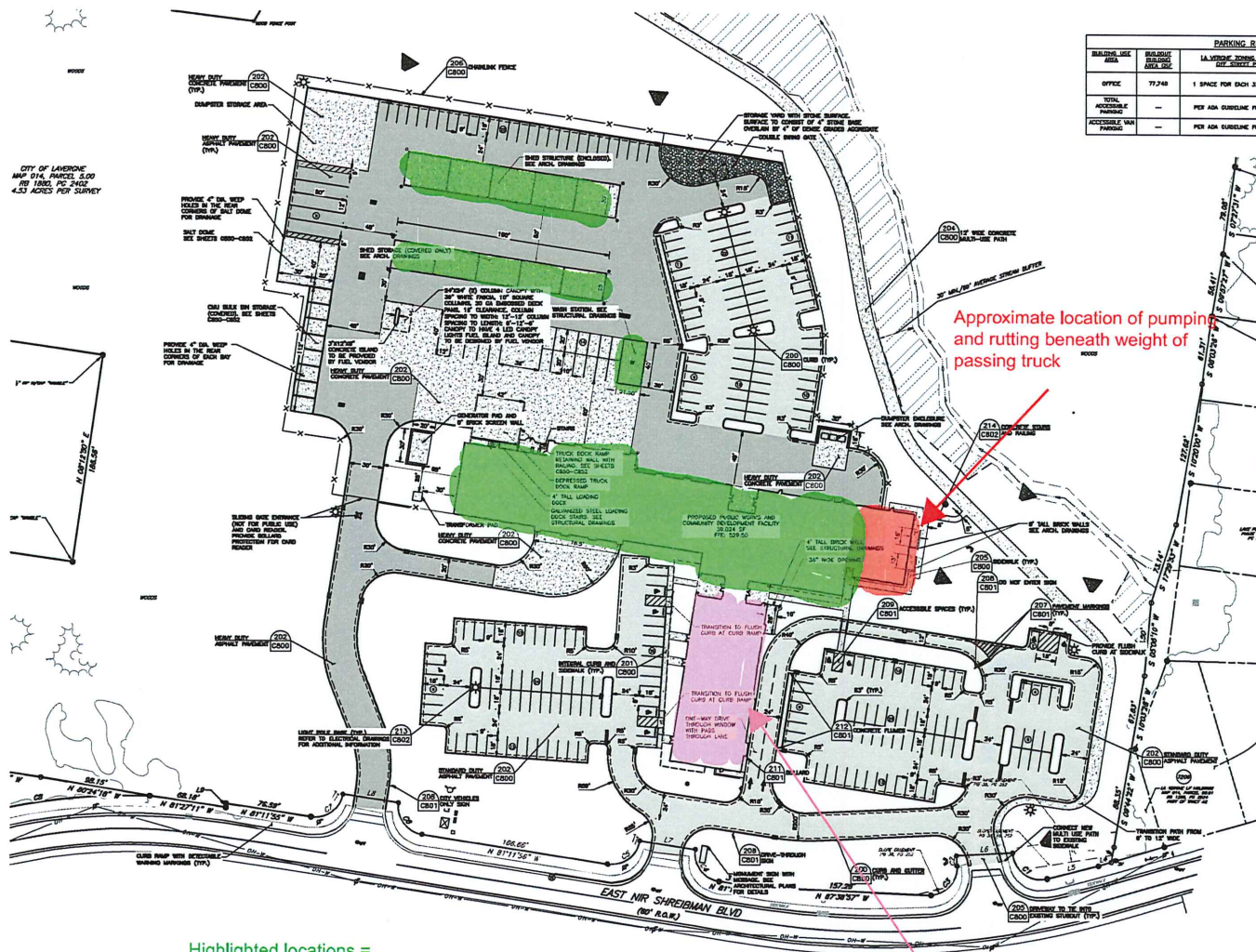
Photographer: Hughes, Tyler

See 7.24 and 7.25 Plangrid Photo Report.pdf in the documents section at the end of this report. **Photographer:** Hughes, Tyler

See 7.24 and 7.25 Field Sketch.pdf in the documents section at the end of this report. **Photographer:** Hughes, Tyler

See 7.24 and 7.25 Proofroll Field Sketch.pdf in the documents section at the end of this report. **Photographer:** Hughes, Tyler

The presence and activities of our field representative were for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The presence of our field representative or the observation and testing by our firm does not relieve the contractor in any way from its obligation to meet contractual requirements. No one except our client may rely on our findings and opinions. It is understood that our firm is not responsible for job or site safety on this project. The contractor retains sole responsibility for site safety, methods, operations, and sequences of construction.



PARKING REQUIREMENTS				
BUILDING USE	REQUIRED PARKING	LA VERGNE TOWN ORDINANCE SECTION 4.8.10. SEE STREET PARKING REQUIREMENTS	EXISTING SPACES	PARKING PROVIDER
OFFICE	77,248	1 SPACE FOR EACH 300 SF OF GROSS FLOOR AREA	222	DAY (TOTAL)
TOTAL AVAILABLE PARKING	—	PER ADA GUIDELINE FOR 201-300 PARKING SPACES	7	8
ACCESSIBLE VAN PARKING	—	PER ADA GUIDELINE FOR 201-300 PARKING SPACES	2	2

Highlighted locations =
approximate locations of
proofroll on this date

Approximate Locations
proofrolled between previously
excavated spread footings

Field sketch
-T. Hughes and D. Mabry
7/25/23



Lambe+Associates, LLC
architecture • planning • design/build
creative solutions to build on

Lambe + Associates, LLC
101 Market Street, Suite 202
Portland, TN 37047
phone: 615.391.1000
lambe@lambe.com

Project Team
CIVIL ENGINEER:
Civil & Environmental
Consultants, Inc.
STRUCTURAL ENGINEER:
Wallace Design Collaborative
MECHANICAL ENGINEER:
Harrell Park Engineering, LLC
ELECTRICAL ENGINEER:
Harrell Park Engineering, LLC

Project
CITY OF LA VERGNE, TENNESSEE
PUBLIC WORKS AND COMMUNITY
DEVELOPMENT SERVICES FACILITY
1500 E. N.W. SHREIBMAN BLVD
LA VERGNE, TENNESSEE

Revised: 08/16/22
L+A Job No. 2110
08.16.22

ENLARGED SITE PLAN

C201
Page 40 of 40
Sheet

thickness recorded should not be the only consideration when developing a volume (cubic yards) to be stripped by an earthwork contractor. It is generally not possible for a contractor to remove less than about 8 to 12 inches of material during stripping operations. Other factors can also impact the actual amount of material removed during stripping operations. Therefore, CEC recommends further studies be performed to establish the organic content within the plowed depths to determine the recommended topsoil stripping depths. CEC cannot be responsible for the final amount of material removed by the contractor.

Subsequent to site stripping, areas currently at grade, or that will require new fill to reach the planned subgrade elevations should be proofrolled to delineate soft or yielding soil conditions that will require correction prior to beginning new fill construction. Proofrolling should be performed with a loaded off-road truck or tandem axle truck (minimum gross weight of 20 tons). CEC recommends that a representative of the Geotechnical Engineer observe the proofroll operations and make recommendations for unstable or unsuitable conditions identified by the proofroll. If the exposed subgrade displays yielding or deformation under the weight of the construction equipment or proofroll vehicle, the area should be over-excavated to reach firm material suitable for new fill construction. Alternately, the Geotechnical Engineer should be consulted to evaluate and recommend an appropriate stabilization method. Fill used to backfill excavated areas should be placed and compacted to meet the requirements of engineered fill (Section 6.2.2).

6.2.2 Engineered Fill

CEC recommends that all fill placed to support foundations, floor slabs and pavements, including utility trench backfill, be constructed as engineered fill. Further, CEC recommends that representative samples of the proposed fill material be collected and tested to determine their laboratory compaction characteristics, plasticity and natural moisture content prior to initiating the earthwork activities. These tests are needed to determine if the proposed fill material is acceptable for the planned use, to identify materials for specific areas of the site, and for quality control during compaction.

The following criteria are recommended for engineered fill material selection:

- Engineered fill materials should meet the following requirements: 1) maximum liquid limit of 60 percent; 2) maximum Plastic Limit of 25 percent; 3) minimum laboratory maximum dry density of 100 pcf (ASTM D 698); 4) maximum particle size of 6 inches; and, 5) less than 3 percent by weight fibrous, organic matter;
- Fat clay having a liquid limit greater than 20 percent should not be used within 1 foot of the floor slab subgrade.
- Silts and fine sands classified as “ML” per the Unified Soil Classification System (USCS ASTM D 2487) should not be used within 2 feet of the planned pavement subgrade elevations; and,
- Excavated bedrock intended for use as engineered fill should be excavated and processed (if necessary) to meet a maximum particle size of 6 inches.

Based on the subsurface conditions encountered in the borings, most of the existing soils obtained from the on-site excavations should be suitable for re-use as engineered fill. However, based on the available boring data, the liquid limit of the existing on-site soils are considered to be highly plastic; therefore, strict moisture control of these soils prior to placement and compaction as engineered fill is recommended in order to minimize the shrink/swell potential of the soils. For this, CEC recommends that these fill soils be moisture conditioned to be slightly above optimum. The contractor should be prepared to adjust the moisture content of the on-site soils, as needed, to meet the project specifications during fill placement. Soil density and volumes will vary based on the compactive effort of earthmoving equipment, moisture conditions and other factors. As a result, options to adjust site grades or to borrow/waste material onsite should be included in the site development plans, if actions are needed to balance the earthwork.

CEC recommends that fill placed against existing or temporary slopes exceeding 10H:1V be properly benched into the slopes. For this purpose, the engineered fill lifts should be placed in a series of horizontal benches that begin at the toe of the slope and extend upslope. Each bench should be excavated as needed to expose firm foundation soils throughout the height of the bench and should be at least 10 feet in width. Groundwater seepage noted during the benching procedures should be evaluated by the Geotechnical Engineer. Alternately, a drain pipe should be installed and positively sloped to a convenient gravity outlet. The drain pipe should be bedded and

backfilled with open-graded granular stone. CEC recommends that the pipe and granular backfill be wrapped in a geotextile.

Engineered fill must be spread in level, uniform, thin (8 inch or less) loose lifts, with each lift compacted to achieve a dry unit weight of at least 98 percent of the maximum dry unit weight, as determined in the laboratory by the Test Method for Laboratory Compaction Characteristics of Soils Using Standard Effort (ASTM D 698). All engineered fill should be moisture conditioned, as needed, to maintain the moisture content of the engineered fill between optimum and 3 percentage points above the optimum moisture content. Granular fill and trench backfill materials containing less than 15 percent fines should be compacted to at least 75 percent of relative density. The fill should not be frozen during placement and should not be placed on frozen subgrade.

Under every circumstance, all planned subgrades should be graded to prevent surface water runoff from ponding on the cohesive soils (natural or fill) during construction. Exposure of the cohesive soils to moisture will result in a volumetric change in the soil, a decrease in soil strength and an increase in soil compressibility. Therefore, any soil that becomes softened by additional moisture or disturbed by construction activities should be moisture conditioned and recompacted or removed and replaced with engineered fill before proceeding with construction.

6.2.3 Permanent Cut and Fill Slopes

CEC recommends that the permanent soil slopes (cut or fill) be constructed no steeper than 3 horizontal to 1 vertical (3H:1V). Any excavated slopes exposing limestone can be constructed as steep as 1/2H:1V, provided the soil above the rock surface is maintained at the recommended maximum slope of 3H:1V. Should any signs of karst features be uncovered in rock excavations, the Geotechnical Engineer should be consulted to review and provide modified recommendations if necessary. CEC recommends that all soil slopes be vegetated as soon as practical to minimize soil erosion. Additionally, CEC recommends that any soil slopes exceeding a relief of about 20 feet and slopes steeper than the recommended minimum (3H:1V) be reviewed and approved by the Geotechnical Engineer.

- Remove loose soil, debris, and surface water from the bearing surface immediately prior to concrete placement;
- Place concrete the same day as the foundation excavations, if possible;
- Protect exposed bearing soils within open excavations from freezing weather, severe drying, and water accumulation;
- Remove any soils disturbed by exposure immediately prior to foundation concrete placement; and,
- Place a "lean" concrete mud-mat over the bearing soils if the excavations must remain open overnight or for an extended period of time.

6.4 CONCRETE SLAB-ON-GRADE

It is anticipated that the proposed floor slabs for the planned buildings will be supported on either natural soil, bedrock or newly placed engineered fill that does not yield to a proofroll. Provided that the earthwork and site preparation construction is performed in accordance with the recommendations contained in Section 6.2 of this report, the natural soil, bedrock or newly placed compacted fill will provide suitable support for the floor slabs. However, immediately prior to floor slab construction, CEC recommends that the established floor slab subgrade be proofrolled under the observation of a representative of the Geotechnical Engineer. We recommend that the proofrolling operations be performed using a tandem-axle, fully-loaded dump truck as noted in Section 6.2.1 or other vehicle approved by the Geotechnical Engineer. Any yielding areas identified by the proofroll should be stabilized or undercut to a depth determined at the time of the proofroll and replaced with engineered fill. If undercut depths of greater than 24 inches are required to reach suitable subgrade soil, the Geotechnical Engineer should be consulted to explore alternative remedial measures.

Following proofroll acceptance of the prepared subgrade, CEC recommends that a minimum 6-inch thick layer of compacted granular fill be placed to provide immediate support for the floor slab. This compacted granular fill will provide a uniform surface for construction of the slab and minimize capillary rise of groundwater from the subgrade into the slab. The granular base materials should have a maximum size of ¾-inch and no more than 20 percent passing a No. 200 sieve.

Granular base material should be placed and compacted in accordance with the engineered fill recommendations noted in Section 6.2.2.

For floor slab design, CEC recommends that the slab-on-grade structures can be proportioned using a Modulus of Subgrade Reaction (K) of 90 pounds per cubic inch (pci). The design value can be increased if a select crushed stone aggregate base is incorporated in the design. For a minimum 6-inch thick base layer comprised of compacted granular material, the design K value can be increased to 110 pci.

It is CEC's opinion that the static groundwater level will be below the planned floor slab elevation. However, the granular base layer could become saturated in the long term. Therefore, CEC recommends that a synthetic moisture barrier be installed. For this purpose, a minimum 15-mil thick vapor retarder should be placed immediately below the floor slab if a moisture-sensitive floor covering will be used. The vapor retarder should meet the specifications of ASTM E1745, Class A, and be placed in accordance with ASTM E1643. All seams should be taped and any penetrations should be sealed according to American Concrete Institute (ACI) guidelines. Failure to properly install the vapor retarder could result in the failure of floor coverings due to migration of moisture vapor through the floor slab. If a moisture-sensitive floor covering is proposed in a humidity-controlled area, CEC recommends that the floor covering manufacturer or installer be consulted during design of the vapor barrier system and floor slab. If a vapor retarder is placed immediately below the floor slab, CEC recommends that measures be taken to reduce the potential for slab curling, such as reduced joint spacing and/or using a concrete with low shrinkage potential.

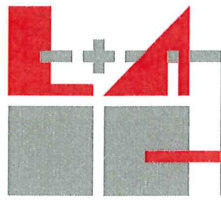
6.5 PAVEMENT DESIGN

CEC performed flexible and rigid pavement analyses and design calculations using design methods outlined in the American Association of State Highway and Transportation Officials (AASHTO) Guide for Design of Pavement Structures, dated 1993. Based on the referenced design methods, the design parameters and assumptions used for the pavement design calculations included the following:

BARON CONSTRUCTION LLC
PUBLIC WORKS AND COMMUNITY DEVELOPMENT
SERVICES FACILITY

CHANGE ORDER REQUEST

08



Lambe+Associates, LLC

architecture • planning • design/build

PROJECT PROPOSAL REQUEST

Date: 21 August 2023

Proposal Request #: PPR-5

Project: City of LaVergne Public Works and Community Services Facility

L+A Project #: 2110

The Owner and Architect request an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within fourteen (14) days or notify the Architect in writing of the anticipated date of submission.

Description of Proposed Modifications to the Contract Documents:

Specification Section: Civil

Drawing Number(s): A-104, A400, Elevation 3

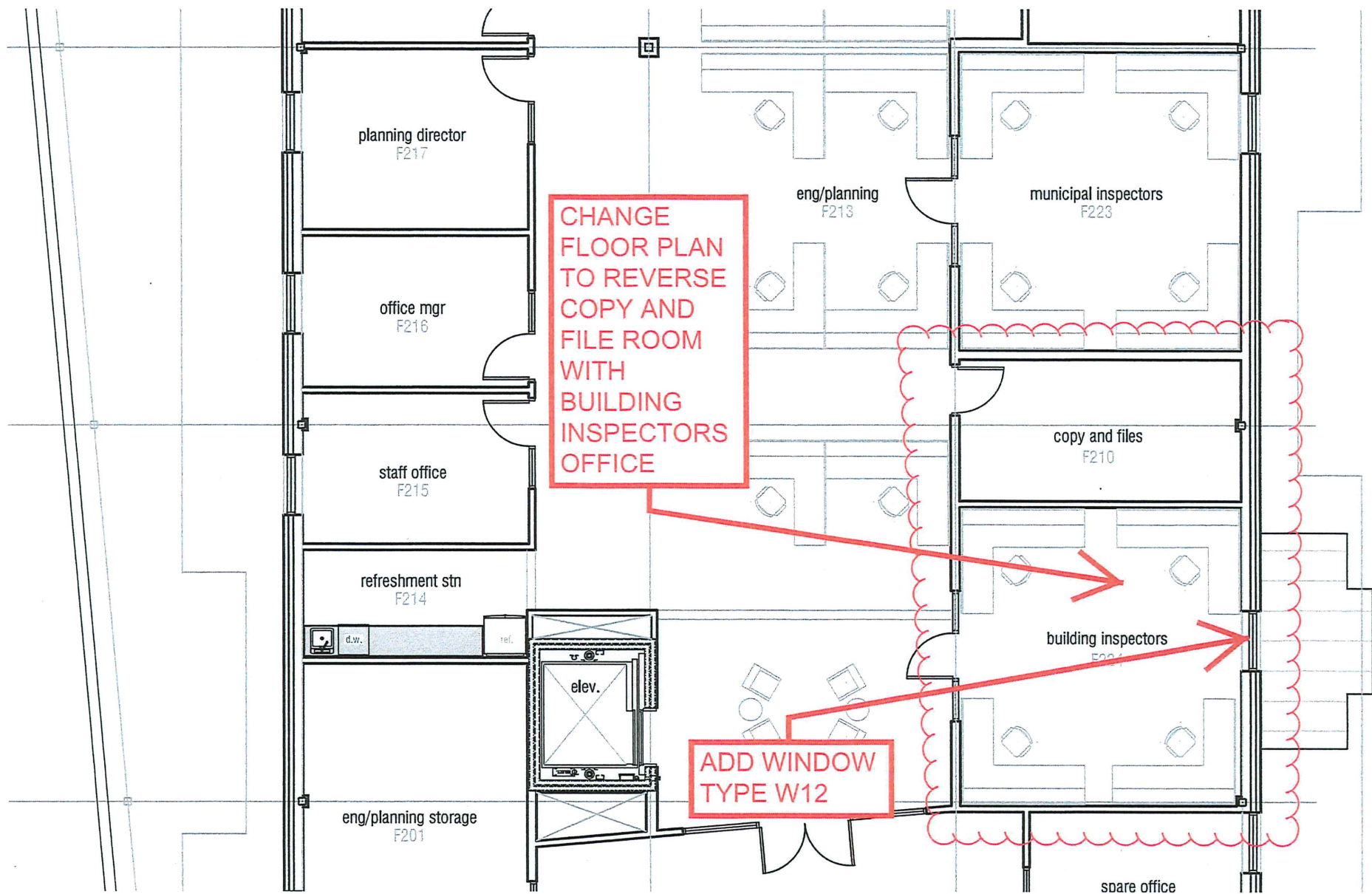
Description:

Move interior building walls and add exterior window as shown on drawings ASD-01 and ASD-02 which are attached.

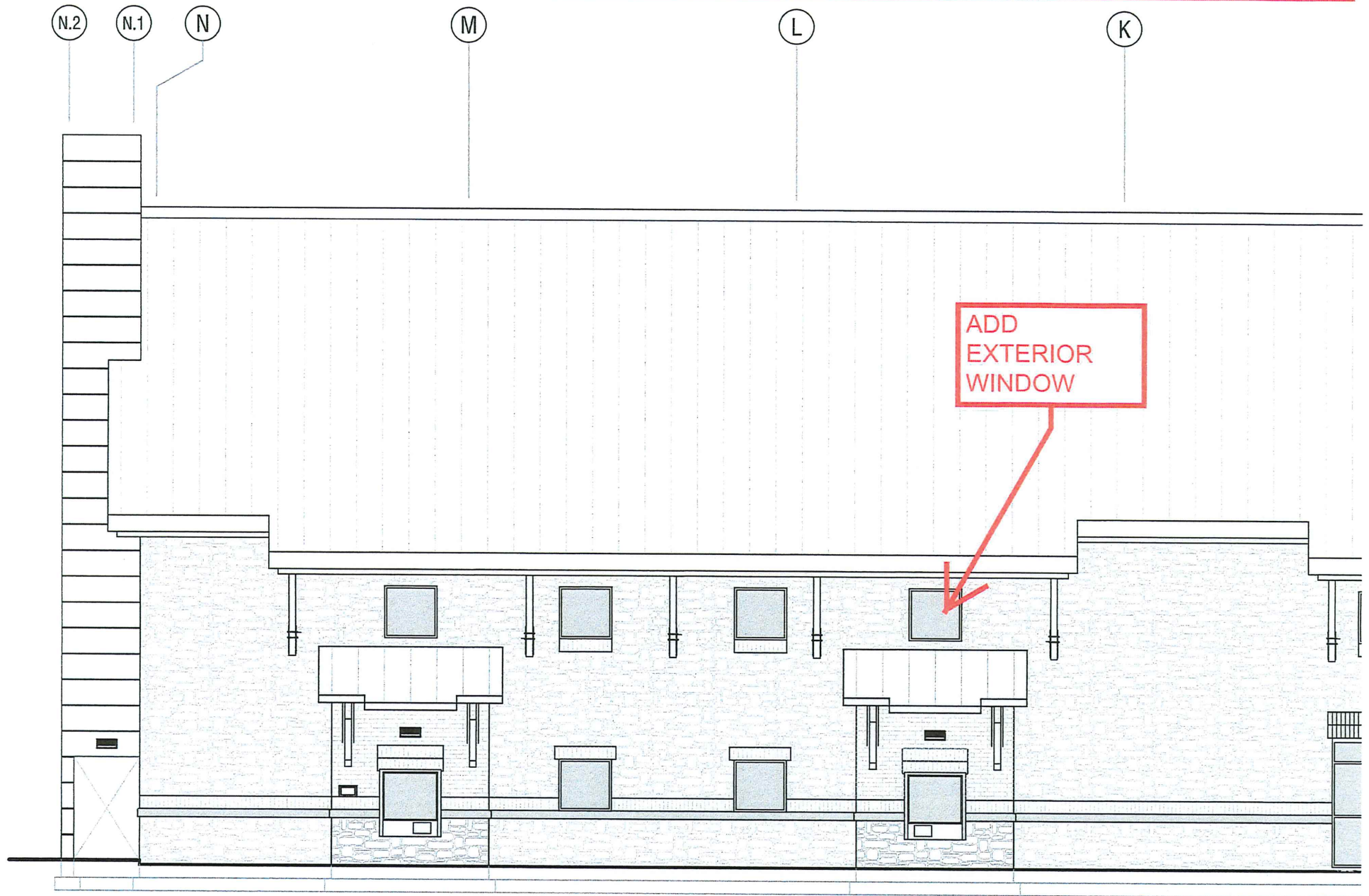
End of Proposal Request

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DRAWING NAME: REVISE ELEVATION TO SHOW ADDITIONAL WINDOW
DRAWING NUMBER: ASD-01
DATE: 21 AUGUST 2023



DRAWING NAME: REVISE ELEVATION TO SHOW ADDITIONAL WINDOW
DRAWING NUMBER: ASD-02
DATE: 21 AUGUST 2023



PROPOSAL

WALL BROS. GLASS, LLC
4980 Highway 41-A South
CLARKSVILLE, TN. 37043
931-368-1523 FAX 931-368-1525

Proposal submitted to: Baron Const.
Street:
City, State, and Zip Code:
Attn: Roy

FAX:
Phone:
DATE: 9/6/2023
Job: Laverne Public Works ASD-01

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR: PLANS DATED

SECTIONS BID: Added W12 window

INCLUDED: TAXES, LABOR, EXTERIOR & INTERIOR CAULKING

EXCLUDED: FINAL CLEANING, PROTECTION AFTER INSTALLATION, DEMO
DAMAGE DONE BY OTHERS, FIRE CAULKING, CURTAIN WALL
INSULATION, FRAMED MIRRORS, STRUCTURAL CALCULATIONS,
WOOD BLOCKING, FLASHING AND TRIM EXCEPT NOTED
LIQUIDATED DAMAGES, GLASS IN CASE WORK, RUNNING WIRES
MAKING CONNECTIONS FOR AUTO DOORS, ELECTRIC PANICS,
PROFESSIONAL LIABILITY INSURANCE

QUALIFICATIONS: Add 1-W12 type window per ASD-01 / ASD-02

WALL BROS RESERVES THE RIGHT TO REVIEW ALL DOCUMENTS BEFORE SIGNING CONTRACT.

NOTE: ALL QUALIFICATIONS LISTED WILL BE AUTOMATICALLY INCORPORATED INTO
OUR CONTRACT, IF WE ARE AWARDED THIS JOB.

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR – COMPLETE IN ACCORDANCE WITH ABOVE
SPECIFICATIONS FOR THE SUM OF: One Thousand Six Hundred Sixty-Seven Dollars & 00/100

DOLLARS: \$1,667.00

NOTE: IF PAYMENT AND PERFORMANCE BOND IS REQUIRED ADD 1.8% TO BID

AUTHORIZED SIGNATURE: **Billy Wall**

billy@wallbrothersglass.com

THIS PROPOSAL MAY BE WITHDRAWN WITHIN 30 DAYS IF NOT ACCEPTED.

ACCEPTANCE OF PROPOSAL _____

DATE _____

ATTORNEY FEES ARE TO BE PAID BY CUSTOMER IF REQUIRED FOR COLLECTION.

Roy Bruce

From: Jeff Hagewood <jhagewood@triplesteel.com>
Sent: Friday, September 29, 2023 10:28 AM
To: Roy Bruce
Cc: Jeff Hagewood
Subject: 9725 - La Vergne Public Works - Proposal/Price Request
Attachments: E6_LOOSE LINTELpdf.pdf; ASD-01.pdf; ASD-02.pdf

Roy,

It appears to be one added "LOOSE LINTEL" Piece Mark 8M7 (see attached Erection Sheet).

We are pleased to quote as follows:

1.) Fabricate and Deliver (1) One 8M7 - 3/8" x 5" x 7" x 5'-4" long loose lintel (with shop coat of primer).

MATERIALS, FREIGHT and SALES TAX _____ **\$ 479.00.**

Any questions please call my cell phone.

Thanks,

Jeff Hagewood

Office: 615.793.8990
Fax: 615.793.8988
Cell: 615.762.7487
Email: jhagewood@triplesteel.com
Website: <http://www.triplesteel.com/>
Follow us at: <https://www.facebook.com/TripleSteelLLC/>

Begin forwarded message:

From: Roy Bruce <rbruce@baronconstructionllc.com>
Subject: La Vergne Public Works - Proposal/Price Request
Date: September 6, 2023 at 12:08:19 PM CDT
To: Jeff Hagewood <jhagewood@triplesteel.com>
Cc: Jerry Driscoll <jdriscoll@triplesteel.com>, Annie Flanagin <aflanagin@baronconstructionllc.com>, "com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com" <com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com>

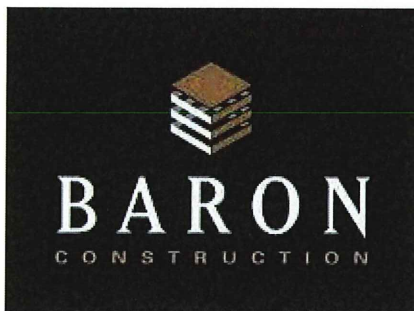
Jeff,

Please see attached proposed change to add an exterior window at building inspectors office F224

Can you please send me a price for this change asap please? If I'm not mistaken I think we'd just need an additional loose lintel from you

Thank you,
Roy

Roy Bruce
Project Manager
Baron Construction, LLC
652 Old Ezell Road
Nashville, TN 37217
Mobile: 629.214.5690
Office: 615.690.7770 ext. 1008
Fax: 615.690.7775
rbruce@baronconstructionllc.com
www.baronconstructionllc.com



Roy Bruce

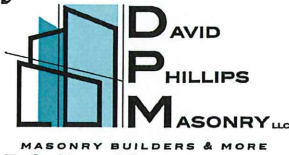
From: Jeff Mullins <jeff@davidphillipsmasonry.com>
Sent: Thursday, September 28, 2023 10:49 AM
To: Roy Bruce
Subject: RE: La Vergne Public Works - Price Request

Roy,

It doesn't affect us for pricing. The amount of materials is about equal to the extra labor cost for the window. We have to build out, plumb the opening and cross over it. So it's a bout equal.

Thanks,

Jeff Mullins



P.O. Box 68
Woodlawn, TN 37191
931-232-9744 (Office) Extension 2

931-206-9643 (Cell)

From: Roy Bruce <rbruce@baronconstructionllc.com>
Sent: Thursday, September 28, 2023 9:48 AM
To: Jeff Mullins <jeff@davidphillipsmasonry.com>
Cc: Annie Flanagin <aflanagin@baronconstructionllc.com>; com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com
Subject: RE: La Vergne Public Works - Price Request

Jeff,

I don't think I ever heard back from you on this, so am I putting it as zero cost change on brick scope?

Thank you,
Roy

Roy Bruce
Project Manager
Baron Construction, LLC
652 Old Ezell Road
Nashville, TN 37217
Mobile: 629.214.5690
Office: 615.690.7770 ext. 1008
Fax: 615.690.7775
rbruce@baronconstructionllc.com

www.baronconstructionllc.com



From: Roy Bruce
Sent: Wednesday, September 6, 2023 12:10 PM
To: Jeff Mullins <jeff@davidphillipsmasonry.com>
Cc: Annie Flanagin <aflanagin@baronconstructionllc.com>; [com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com](#)
Subject: La Vergne Public Works - Price Request

Jeff,

Please see attached proposed change to add an exterior window at building inspectors office F224

Can you please send me a price for this change asap please? If I'm not mistaken there should be a credit from your side for the masonry now being deleted to accommodate this new window.

Thank you,
Roy

Roy Bruce
Project Manager
Baron Construction, LLC
652 Old Ezell Road
Nashville, TN 37217
Mobile: 629.214.5690
Office: 615.690.7770 ext. 1008
Fax: 615.690.7775
rbruce@baronconstructionllc.com
www.baronconstructionllc.com



Roy Bruce

From: Mike Ralston <mike@nrcnet.com>
Sent: Wednesday, September 6, 2023 1:54 PM
To: Roy Bruce
Subject: Re: La Vergne Public Works

No additional cost...Mike

From: Roy Bruce <rbruce@baronconstructionllc.com>
Sent: Wednesday, September 6, 2023 12:07 PM
To: Mike Ralston <mike@nrcnet.com>; Kenny Manners <kenny@nrcnet.com>
Cc: Annie Flanagan <aflanagin@baronconstructionllc.com>; com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com <com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com>
Subject: La Vergne Public Works

Mike,

Please see attached proposed change to move some interior walls and add an exterior window at building inspectors office F224

Can you please send me a price for this framing change ASAP please? It should be no additional cost unless I've missed something. Please confirm asap.

Thank you,
Roy

Roy Bruce
Project Manager
Baron Construction, LLC
652 Old Ezell Road
Nashville, TN 37217
Mobile: 629.214.5690
Office: 615.690.7770 ext. 1008
Fax: 615.690.7775
rbruce@baronconstructionllc.com
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BARON CONSTRUCTION LLC
PUBLIC WORKS AND COMMUNITY DEVELOPMENT
SERVICES FACILITY

CHANGE ORDER REQUEST

09

BARON CONSTRUCTION LLC
PUBLIC WORKS AND COMMUNITY DEVELOPMENT
SERVICES FACILITY

CHANGE ORDER REQUEST

10



2305 La Vergne Public Works & CDSF
La Vergne, TN

RFC 10

Flag Pole Area south of Area C. Add (3) flag poles, lighting, electrical and stamped concrete per PPR-8 and attached drawing. One flagpole and bronze plaque to be donated by Baron Construction

10/6/2023

COST CATEGORY / ITEM	UNIT PRICE	QUANTITY	TOTALS	NOTES
Flag Pole Area at South End of Area C				
Electrical	\$ 32,000.00	1.00	\$ 32,000.00	(6) in-ground lights and circuits
Flagpoles (material and shipping, incl. tax)	\$ 2,809.60	3.00	\$ 8,428.80	(3) external halyard flagpoles, 30ft tall
Flagpoles (installation)	\$ 2,850.00	1.00	\$ 2,850.00	Installation of flagpoles
Credit one flagpole	\$ (2,809.60)	1.00	\$ (2,809.60)	credit for one flagpole to be donated by Baron
Bronze Plaque	\$ -	1.00	\$ -	donated by Baron
Decorative Concrete	\$ 2,850.00	1.00	\$ 2,850.00	Stamped and Stained Concrete
SUBTOTAL			\$ 43,319.20	

Subtotal \$ 43,319.20
Indirect \$ 1,732.77 4%
Fee \$ 2,703.12 6%
TOTAL \$ 47,755.09

BRONZE PLAQUE BEING DONATED BY
BARON IS RECOMMENDED FOR
ACCEPTANCE AT THIS TIME

CITY STAFF COMMENT: THIS IS THE BASE BID. THE DONATED BRONZE PLAQUE IS RECOMMENDED FOR ACCEPTANCE. THE REMAINDER OF THE ITEMS ARE NOT RECOMMENDED FOR ACCEPTANCE AT THIS TIME. ALTERNATE 02 (SHOWN LATER IN THIS PACKAGE) IS RECOMMENDED AT THIS TIME



2305 La Vergne Public Works & CDSF
La Vergne, TN

RFC 10
Alt Option 1

10/19/2023

Flag Pole Area south of Area C. Add (3) flag poles, lighting, electrical and stamped concrete per PPR-8 and attached drawing. One flagpole and bronze plaque to be donated by Baron Construction. **ALTERNATE OPTION 1 - reduced pricing for utilizing pole mounted lights in lieu of in-ground**

COST CATEGORY / ITEM	UNIT PRICE	QUANTITY	TOTALS	NOTES
Flag Pole Area at South End of Area C				
Electrical	\$ 15,000.00	1.00	\$ 15,000.00	utilizing pole mounted lights in lieu of in-ground, cut sheet for light attached
Flagpoles (material and shipping, incl. tax)	\$ 2,809.60	3.00	\$ 8,428.80	(3) external halyard flagpoles, 30ft tall
Flagpoles (installation)	\$ 2,850.00	1.00	\$ 2,850.00	Installation of flagpoles
Credit one flagpole	\$ (2,809.60)	1.00	\$ (2,809.60)	credit for one flagpole to be donated by Baron
Bronze Plaque	\$ -	1.00	\$ -	donated by Baron
Decorative Concrete	\$ 2,850.00	1.00	\$ 2,850.00	Stamped and Stained Concrete
SUBTOTAL			\$ 26,319.20	

Subtotal \$ 26,319.20
Indirect \$ 1,052.77 4%
Fee \$ 1,642.32 6%
TOTAL \$ 29,014.29

CITY STAFF COMMENT: THIS ALTERNATE 01 IS NOT RECOMMENDED FOR ACCEPTANCE. ALTERNATE 02 (SHOWN LATER IN THIS PACKAGE) IS RECOMMENDED AT THIS TIME



2305 La Vergne Public Works & CDSF
La Vergne, TN

RFC 10
Alt Option 2

10/19/2023

Flag Pole Area south of Area C. Add (3) flag poles, lighting, electrical and stamped concrete per PPR-8 and attached drawing. One flagpole and bronze plaque to be donated by Baron Construction. **ALTERNATE OPTION 2 - reduced pricing for only providing electrical rough in / stub outs for future installation of flag pole area**

COST CATEGORY / ITEM	UNIT PRICE	QUANTITY	TOTALS	NOTES
Flag Pole Area at South End of Area C				
Electrical	\$ 8,500.00	1.00	\$ 8,500.00	Provide electrical rough in only, for future installation of flagpole area.
SUBTOTAL			\$ 8,500.00	

Subtotal \$ 8,500.00
Indirect \$ 340.00 4%
Fee \$ 530.40 6%
TOTAL \$ 9,370.40

STAFF COMMENT: THIS SHEET SHOWS ALTERNATE 02 WHICH IS RECOMMENDED FOR ACCEPTANCE ALONG WITH THE BRONZE PLAQUE BEING DONATED BY BARON.

THE FLAGPOLES CAN BE ADDED LATER IN THE PROCESS OR UNDER A SEPARATE CONTRACT DEPENDING ON BUDGET.



State Lic. #20026
Expires: 5/31/2024.
Classification: E, CE
Limit: UNLIMITED
Metro Lic. #415
Murfreesboro Lic.#0165

DATE: October 16, 2023
ATTN: Baron Construction
RE: La Vergne Public Works
1500 E Nir Shreibman Blvd.
La Vergne, TN

Dear Roy Bruce,

We appreciate the opportunity to provide the following quotation for the above referenced project. Our proposal is based upon the E drawings, Add. 2, RFI responses dated on 8/16/22 provided by Baron Construction.

Flag Pole In Ground Total: \$32,000.00
Flag Pole Above Ground Total: \$15,000.00
Flag Pole Circuit Capped Off Total: \$8,500.00

ITEMS INVOLVED:

6	in ground lights
1	wire
1	trenching
1	TLS

PROJECT MANAGER'S SPECIFICATIONS:

- All light fixtures located in a drop ceiling are to have a minimum of (2) wire per fixture installed by the ceiling contractor.
- The above total sum has been calculated and the time schedule agreed upon based upon the current prices and availability of materials and labor, considering anticipated impacts from the COVID-19 pandemic, and any governmental action, disruptions in the supply of labor or materials or other impacts related thereto and that A&S Electric has taken or will take all reasonable measures to protect against excessive price increases and delays, such as early purchasing of materials where appropriate and feasible. A&S Electric shall not be responsible for any additional cost associated with changes in the aforementioned conditions, as they are out of our control. A&S Electric shall advise the contractor when conditions change and impacts our contract price.

EXCLUSIONS:

1. EXCLUDE: The repair of existing code deficiencies (if any) is not included in the above total sum quotation.
2. EXCLUDE: Main Switchboard, Generator/ Transformer / electrical equipment pads.
3. EXCLUDE: Any Utility Charges.
4. EXCLUDE: Parking (to be provided by GC)
5. EXCLUDE: Concrete Encasement
6. EXCLUDE: Painting of any kind
7. EXCLUDE: Gravel (included for primary & secondary power only)
8. EXCLUDE: Rock Excavation
9. EXCLUDE: Furnishing big ass fans and controls
10. EXCLUDE: Work from C section to road SE corner shown on E101. (no information provided)
11. EXCLUDE: J hooks, phone/data/tv/camera parts, wiring, and/or terminations.
12. EXCLUDE: All Pads on site shown on site print.
13. EXCLUDE: F/A PIV Connection, Conduit, and/or Termination.
14. EXCLUDE: Fuel Tank Work
15. EXCLUDE: Wage work
16. EXCLUDE: Seismic
17. EXCLUDE: Background check
18. EXCLUDE: X-Ray of Floors
19. EXCLUDE: Pole bases.
20. EXCLUDE: Hauling off of spoils.
21. EXCLUDE: Backfill of any kind. (gravel backfill in primary included in above total sum)
22. EXCLUDE: Cutting of concrete / asphalt.
23. EXCLUDE: Forming / furnishing of concrete.
24. EXCLUDE: Patching of any kind. (concrete / asphalt/ walls / ceilings / roof / etc.)
25. EXCLUDE: Furnishing/Installation of any low voltage cabling. (unless add alt is taken)
26. EXCLUDE: Any type of bonds.
27. EXCLUDE: Dumpster Fees.
28. EXCLUDE: Engineered stamped drawings / BIM
29. EXCLUDE: Surveying.

TERMS AND CONDITIONS:

Our quotation is valid for thirty (30) days from date of receipt.

Upon acceptance of our quotation, the following terms and conditions will apply:

- Amounts billed will be due within thirty (30) days of invoice.
- Project will be billed on a percentage-of-completion basis.
- All work is to be completed during A & S Electric's normal working hours which are Monday through Friday, 7:00a.m. to 3:30p.m. unless agreed upon in writing.
- The handling or disposal of contaminated or hazardous material is not included in the above quotation.
- Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and buyer shall not be entitled to any damages resulting thereof.

Thank you for considering A & S Electric Inc., for your electrical requirements. Please contact our office if you have any questions or comments concerning the above proposal.

Sincerely,

A & S Electric, Inc.

WE PROPOSE to furnish labor and material --- complete in accordance with above specifications, and subject to conditions found on both sides of this agreement, for the sum of:
Payment to be made as follows: _____

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Respectfully Submitted,

Payment will be made as outlined above.

Date of Acceptance _____

By _____

By _____

Project Manager

A & S ELECTRIC, INC.

By: Shaun Smith

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Shaun Smith

DESCRIPTION

Lanterra 1003 Sign is a 3.25" line voltage sign lighting luminaire that attaches to a wall mounted straight arm and is available in aimable single and dual head configurations along with 90 degree elbow options to meet any desired rotation and vertical adjustment required for a project. Multiple standard stem length arms up to 36" are available. The luminaire also comes with various mounting, field replaceable optics and premium color tuning options. Various lenses, louvers and color or dichroic filters which can combine up to two at once to create multiple lighting effects. The fixture may be used indoors or outdoors and carries IP66 rating.

SPECIFICATION FEATURES

Material

Housing, hood and mounting stem are precision-machined from corrosion resistant billet stock 6061-T6 aluminum.

Finish

Fixtures constructed from 6061-T6 aluminum are double protected by an ROHS compliant chemical film undercoating and polyester powder coat paint finish, surpassing the rigorous demands of the outdoor environment. A variety of standard colors are available.

Hood

Hood is removable and accepts up to two internal accessories at once (lenses, louvers and filters) to achieve multiple lighting effects. Weep holes prevents water and mineral stains from collecting on the lens, even in the straight up position. The flush lens design reduces fixture length, minimizes debris collection and prevents water and mineral stains from collecting on the lens.

Gasket

Housing and hood are sealed with a high

temperature silicone O-ring gasket to prevent water intrusion.

Lens

Tempered glass lens, factory sealed with high temperature silicone O-ring to prevent water intrusion and breakage due to thermal shock.

Hardware

Stainless steel hardware is standard to provide maximum corrosion resistance.

Electrical

Long life LED system coupled with electronic driver (120-277V/50-60Hz) is compatible with TRIAC (Leading Edge Dimming), ELV (Trailing Edge Dimming) and 0-10V dimming to deliver optical performance. Light can be dimmed from 100-1% while maintaining constant CCT. It will operate in -30°C to 50°C unless noted otherwise. The driver incorporates surge protection. LED's are available in 2700K, 3000K, 3500K at 90CRI and 97CRI, 4000K at 80CRI and 97CRI, 5000K at 80CRI and are industry leading high output with 87% lumen maintenance at 60,000hrs.

Catalog #	Type
Project	
Comments	
Prepared by	

Compliance

Components are UL recognized and luminaires are cULus listed for 50°C ambient environments unless noted otherwise, wet location listed, and ROHS compliant. IP66 Rated. Options to meet Buy American Act requirements

Warranty

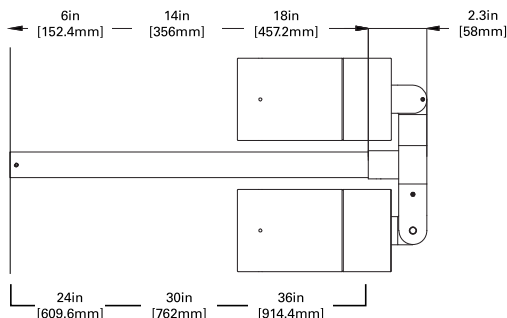
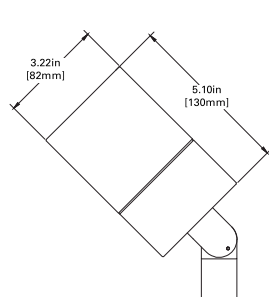
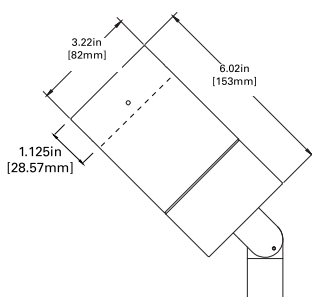
Lumiere warrants the Lanterra series of fixtures against defects in material and workmanship for five (5) years. Auxiliary equipment such as LED drivers carries the original manufacturer's warranty.



DIMENSIONS

RW HOOD

FL HOOD



ORDERING INFORMATION

DOMESTIC PREFERENCES *	SERIES	NUMBER OF HEADS	KNUCKLE STYLE	HOOD	LED CCT & CRI	FIELD REPLACEABLE OPTIC	FINISH	STEM LENGTH	LIGHT LEVEL	VOLTAGE	MOUNTING	OPTIONS
[Blank] - Standard BAA - Buy American Act	1003	S1 1 Head S2 2 Head SU1 2 Head SU2 1 Head 90 Elbow 2 Head 90 Elbow	RCS Center Rear Swivel with Lock Rotation	RW Standard-Recessed Lens with weep holes - Outdoor RI Re-circled Lens with no weep holes - Indoor FL Flush lens hood	Standard CRI LED2790 - 2700K, 90 CRI LED 3090 - 3000K, 90 CRI LED 3590 - 3500K, 90 CRI LED 4080 - 4000K, 80 CRI LED 5080 - 5000K, 80 CRI Premium CRI LED 2797 - 2700K, 97 CRI LED 3097 - 3000K, 97 CRI LED 3597 - 3500K, 97 CRI LED 4097 - 4000K, 97 CRI	S Spot M Medium F Flood W Wide Flood	Standard Paint Finish BK Black BZ Bronze CS City Silver WT White	6 6" 14 Stem 18 14" 24 Stem 30 18" 36 Stem 24" Stem 30" Stem 36" Stem	L1 Light Level 1 (10W) L2 Light Level 2 (20W) LC1 Light Level Color 1 (12W) LC2 Light Level Color 2 (20W)	UNV 120-277V	Surface Mount - Wall, Ceiling, Ground RSM Round Surface Mounts directly to junction box. Remote Driver Housing WRR ⁷ Remote Driver Housing - Round Wall WRS ⁷ Remote Driver Housing - Square Wall Integral Driver Mount WIS ² Wall Integral Driver Plate	SVPD2 ⁵ Standalone integral sensor

Notes: 1. Order LC remote separately

2. 1003-S1 and 1003-SU1 not available for LC2

3. 1003-S2 and 1003-SU2 not available for LC1 and LC2

4. Only available for single head option (S1/SU1) with RSM only

5. S2/SU2 doubles input wattage listed

6. Only available for LEDCR

7. Remote Driver up to 60"

8. Only product configurations with this designated prefix are built to be compliant with the Buy American Act of 1933 (BAA). Please refer to DOMESTIC PREFERENCES website for more information. Components shipped separately may be separately analyzed under domestic preference requirements.

9. Accessories sold separately will be separately analyzed under domestic preference requirements. Consult factory for further information.

ACCESSORIES - ORDER SEPARATELY

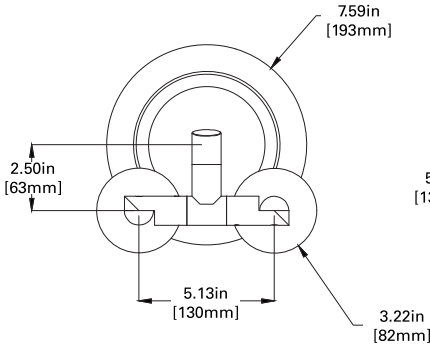
This will be for the lights facing
down towards star on ground

ACCESSORIES ⁹						OPTICS	
LCTL1RZRT452L-PK ⁶	Light Commissioning Tool (LCT)	Filters F71-3 Peach Dichroic F72-3 Amber Dichroic F73-3 Green Dichroic F74-3 Medium Blue F75-3 Yellow Dichroic F76-3 Red Dichroic F77-3 Dark Blue Dichroic F78-3 Light Blue Dichroic	F79-3 Neutral Density Dichroic F80-3 Magenta Dichroic F22-3 Red Color F33-3 Blue Color F44-2 Green Color F55-3 Yellow Color F66-3 Mercury Color	Lens LSL-3 Linear Spread Lens DIF-3 Diffused Lens OSL-3 Overall Spread Lens	Louver LVR-3 45° Hex Cell Louver	LLR-S-3-4 15° Spot LLR-M-3-4 25° Medium LLR-F-3-4 36° Flood LLR-W-3-4 60° Wide Flood LLR-K-3-4 Spot, Medium, Flood, Wide Flood Optic Kit LLR-S-LC-3-4 20° Spot - Color tuning optic LLR-M-LC-3-4 32° Medium - Color tuning optic LLR-F-LC-3-4 42° Flood - Color tuning optic LLR-W-LC-3-4 56° Wide Flood - color tuning optic LR-K-LC-3-4 Spot, Medium, Flood, Wide Flood Color tuning optic Kit	

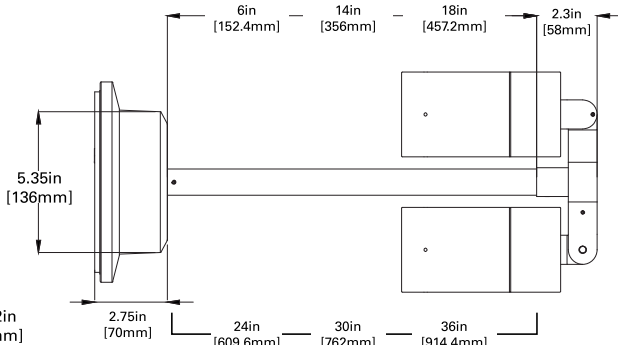
MOUNTINGS

ROUND SURFACE MOUNT (RSM)

TOP VIEW

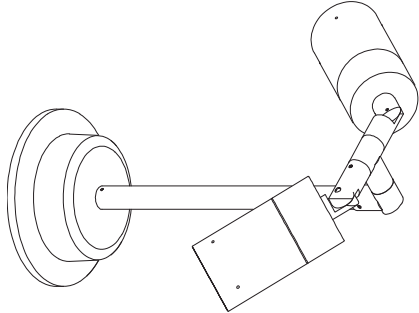


FRONT VIEW



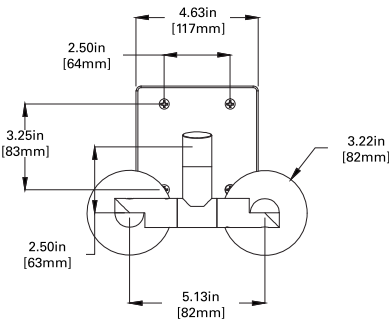
ISO VIEW

SU2 (2 head 90 degree elbow shown)
S1, SU1, S2 also available

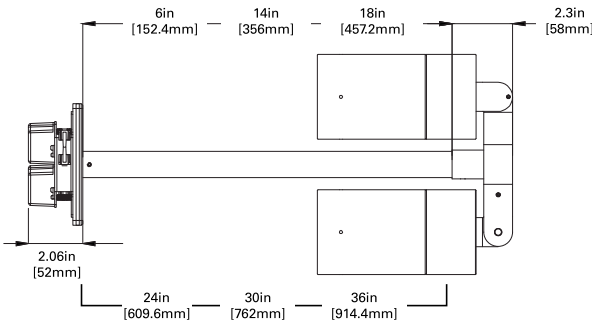


WALL INTEGRAL DRIVER PLATE (WIS)

TOP VIEW

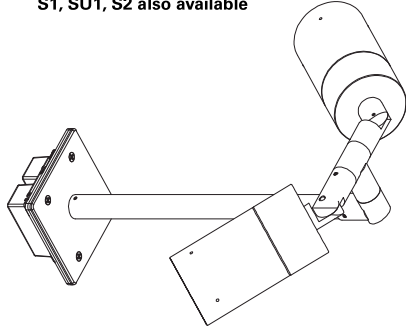


FRONT VIEW



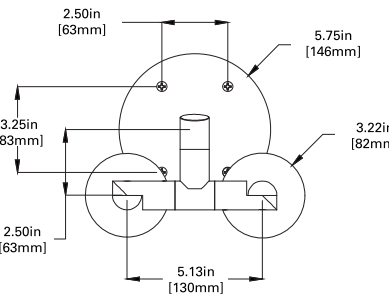
ISO VIEW

SU2 (2 head 90 degree elbow shown)
S1, SU1, S2 also available

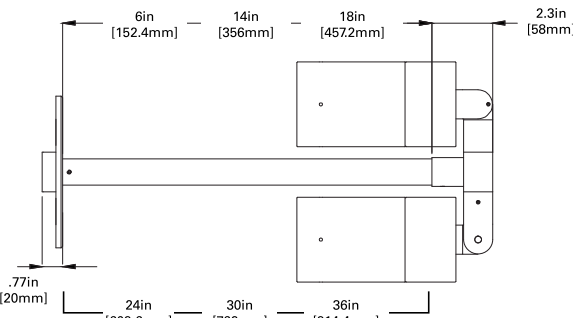


REMOTE DRIVER HOUSING ROUND WALL (WRR)

TOP VIEW

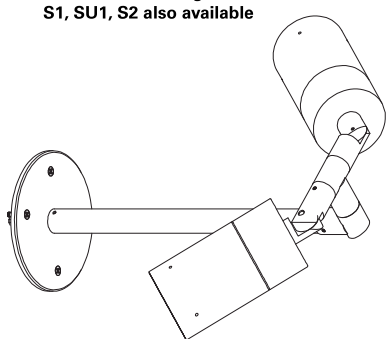


FRONT VIEW

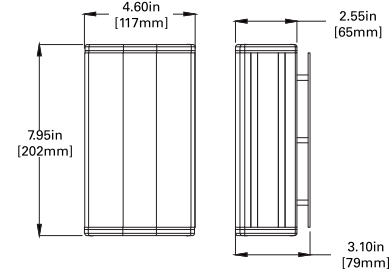


ISO VIEW

SU2 (2 head 90 degree elbow shown)
S1, SU1, S2 also available



Remote Driver distance up to 60'



REMOTE BOX

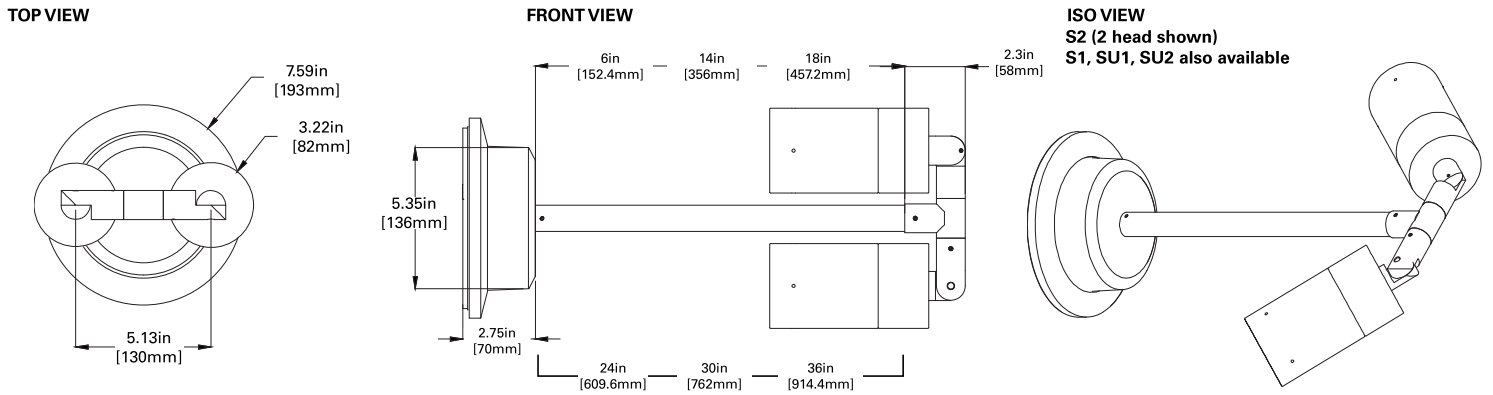


Specifications and dimensions subject to change without notice.

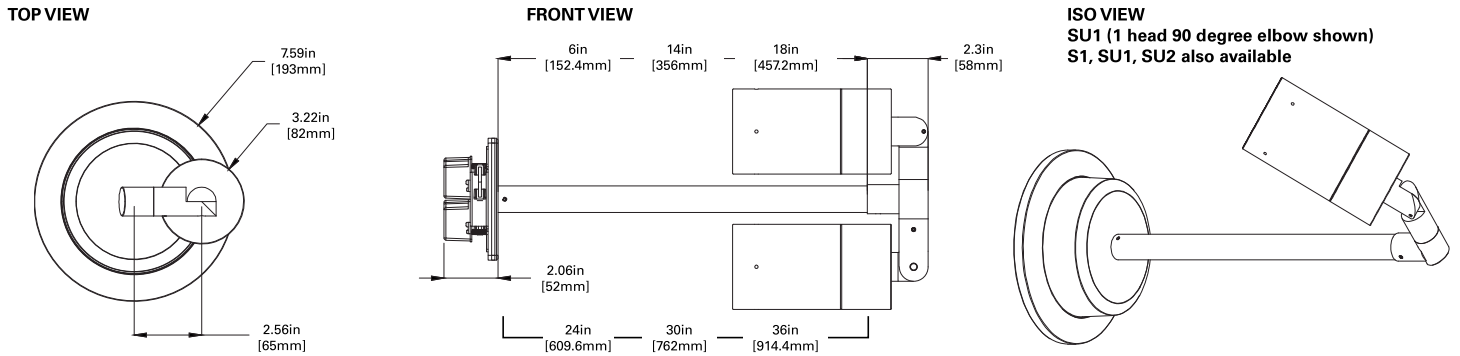
TD506028EN

12-2021

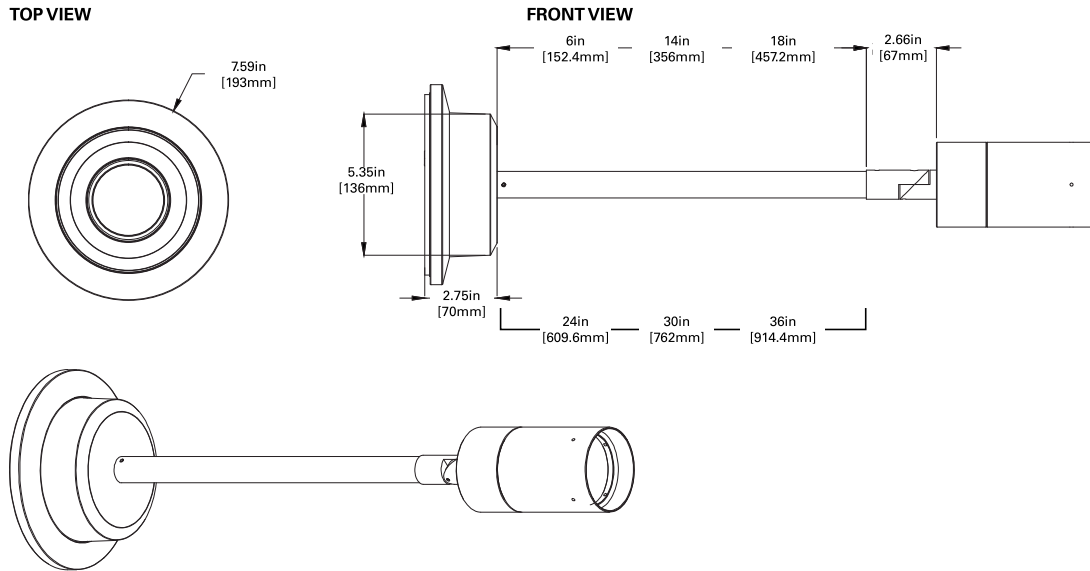
ROUND SURFACE MOUNT (RSM)



ROUND SURFACE MOUNT (RSM)



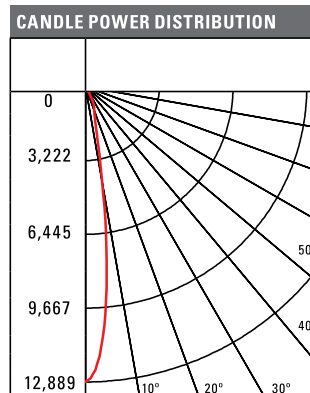
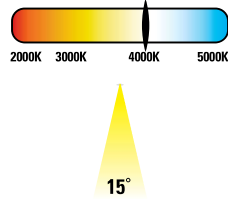
ROUND SURFACE MOUNT (RSM)



PHOTOMETRICS

Test Number	P29476
Lumcat	1003-[A1, S1, SU1, W1]-X-FL-LED4080-S-BK-L2-UNV
Lumens	1700 Lm
Watts	20.1 W
LPW	84.6 Lm/W
CCT	4000K
SC (0/90/45)	0.27 / 0.27 / 0.27
Beam Angle	16°

COLOR METRIC SUMMARY	
TM-30-15	Rf = 82.5 Rg = 94.3
CRI/CIE	Ra = 83.1 R9 = 11.4

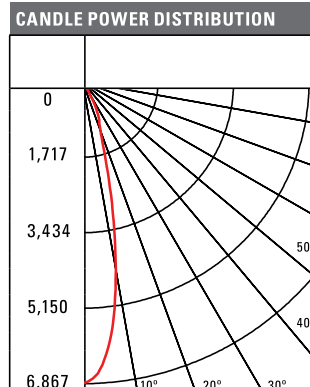
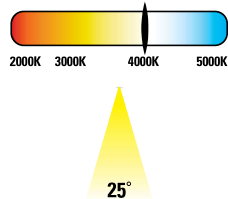


CONE OF LIGHT			
Horizontal Illuminance on Floor			
MH	FC	L	W
2'	3222.2	0.4	0.4
4'	805.6	1	1
6'	358	1.6	1.6
8'	201.4	2	2
10'	128.9	2.6	2.6
15'	57.3	4	4
20'	32.2	5.4	5.4
30'	14.3	8.2	8.2
40'	8.1	10.8	10.8

CANDELA TABLE	
Angle	0-deg
0	12889
5	9969
10	4210
15	1746
20	1126
30	298
40	22
50	6
60	5
70	3
80	1
90	0

Test Number	29477
Lumcat	1003-[A1, S1, SU1, W1]-X-FL-LED4080-M-BK-L2-UNV
Lumens	1623 Lm
Watts	20.1 W
LPW	80.8 Lm/W
CCT	4000K
SC (0/90/45)	0.41 / 0.41 / 0.41
Beam Angle	24.1°

COLOR METRIC SUMMARY	
TM-30-15	Rf = 82.5 Rg = 94.3
CRI/CIE	Ra = 83.1 R9 = 11.4

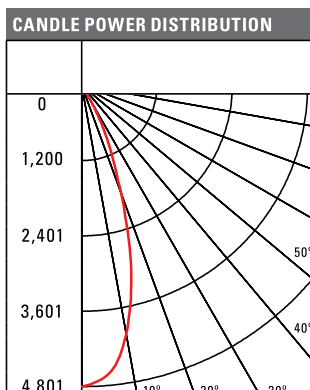
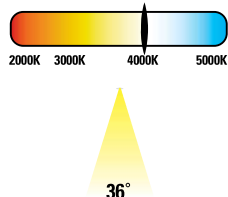


CONE OF LIGHT			
Horizontal Illuminance on Floor			
MH	FC	L	W
2'	1716.8	0.8	0.8
4'	429.2	1.6	1.6
6'	190.8	2.4	2.4
8'	107.3	3.2	3.2
10'	68.7	4	4
15'	30.5	6	6
20'	17.2	8	8
30'	7.6	12.2	12.2
40'	4.3	16.2	16.2

CANDELA TABLE	
Angle	0-deg
0	6867
5	6216
10	4343
15	2302
20	1191
30	326
40	29
50	9
60	5
70	3
80	1
90	0

Test Number	P29478
Lumcat	1003-[A1, S1, SU1, W1]-X-FL-LED4080-F-BK-L2-UNV
Lumens	1787 Lm
Watts	20.1W
LPW	88.9 Lm/W
CCT	4000K
SC (0/90/45)	0.59 / 0.59 / 0.56
Beam Angle	35.4°

COLOR METRIC SUMMARY	
TM-30-15	Rf = 82.5 Rg = 94.3
CRI/CIE	Ra = 83.1 R9 = 11.4

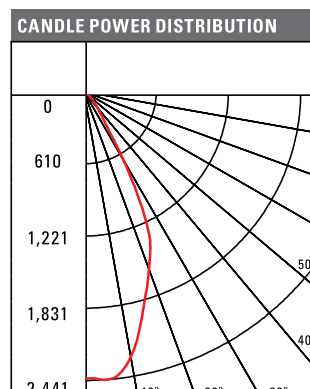
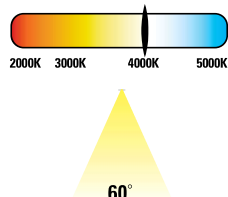


CONE OF LIGHT			
Horizontal Illuminance on Floor			
MH	FC	L	W
2'	1200.2	1	1
4'	300.1	2.2	2.2
6'	133.4	3.4	3.4
8'	75	4.6	4.6
10'	48	5.8	5.8
15'	21.3	8.8	8.8
20'	12	11.6	11.6
30'	5.3	17.6	17.6
40'	3	23.4	23.4

CANDELA TABLE	
Angle	0-deg
0	4801
5	4641
10	4056
15	3055
20	1850
30	365
40	27
50	6
60	3
70	2
80	1
90	0

Test Number	P29479
Lumcat	1003-[A1, S1, SU1, W1]-X-FL-LED4080-W-BK-L2-UNV
Lumens	1630 Lm
Watts	20.1 W
LPW	81.1 Lm/W
CCT	4000K
SC (0/90/45)	0.79 / 0.79 / 0.76
Beam Angle	51.1°

COLOR METRIC SUMMARY	
TM-30-15	Rf = 82.5 Rg = 94.3
CRI/CIE	Ra = 83.1 R9 = 11.4



CONE OF LIGHT			
Horizontal Illuminance on Floor			
MH	FC	L	W
2'	607.5	1.4	1.4
4'	151.9	3	3
6'	67.5	4.6	4.6
8'	38	6.2	6.2
10'	24.3	7.8	7.8
15'	10.8	11.8	11.8
20'	6.1	15.8	15.8
30'	2.7	23.6	23.6
40'	1.5	31.6	31.6

CANDELA TABLE	
Angle	0-deg
0	2430
5	2439
10	2278
15	1922
20	1605
30	653
40	168
50	65
60	6
70	4
80	1
90	0

CCT/CRI	LED2790	LED3090	LED3590	LED4080	LED5080	LED2797	LED3097	LED3597	LED4097
FC Multiplier	0.754	0.798	0.808	1.000	1.039	0.699	0.706	0.801	0.793

Light Level	L1	L2
FC Multiplier	0.542	1.000

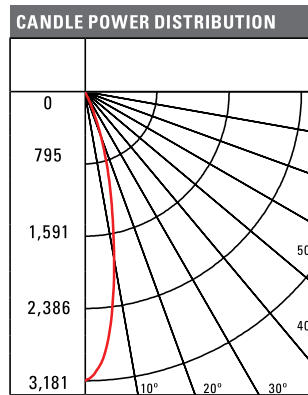
PHOTOMETRICS (PREMIUM COLOR TUNING)

Test Number	P29558
Lumcat	1003-[A1, S1, SU1, W1]-X-FL-[LEDCB, LEDCR]-S-BK-LC-UNV
Lumens	650 Lm
Watts	24.3 W
LPW	26.7 Lm/W
CCT	3500K
SC (0/90/45)	0.39 / 0.39 / 0.42
Beam Angle	23.2°

COLOR METRIC SUMMARY	
TM-30-15	Rf = 90.6 Rg = 100.4
CRI/CIE	Ra = 92.7 R9 = 67.5



20°

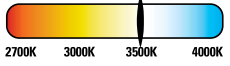


CONE OF LIGHT			
Horizontal Illuminance on Floor			
MH	FC	L	W
2'	795.2	0.6	0.6
4'	198.8	1.4	1.4
6'	88.4	2.2	2.2
8'	49.7	3	3
10'	31.8	3.8	3.8
15'	14.1	5.8	5.8
20'	8	7.8	7.8
30'	3.5	11.6	11.6
40'	2	15.6	15.6

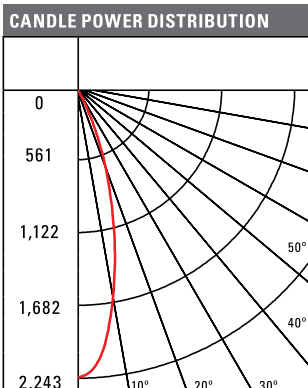
CANDELA TABLE	
Angle	0-deg
0	3181
5	2813
10	1881
15	1080
20	540
30	35
40	7
50	2
60	1
70	1
80	1
90	0

Test Number	P29559
Lumcat	1003-[A1, S1, SU1, W1]-X-FL-[LEDCB, LEDCR]-M-BK-LC-UNV
Lumens	643 Lm
Watts	24.2 W
LPW	26.6 Lm/W
CCT	3500K
SC (0/90/45)	0.5 / 0.5 / 0.51
Beam Angle	29.9°

COLOR METRIC SUMMARY	
TM-30-15	Rf = 90.6 Rg = 100.4
CRI/CIE	Ra = 92.7 R9 = 67.5



32°

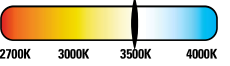


CONE OF LIGHT			
Horizontal Illuminance on Floor			
MH	FC	L	W
2'	560.8	0.8	0.8
4'	140.2	1.8	1.8
6'	62.3	2.8	2.8
8'	35	3.8	3.8
10'	22.4	4.8	4.8
15'	10	7.4	7.4
20'	5.6	9.8	9.8
30'	2.5	14.8	14.8
40'	1.4	19.8	19.8

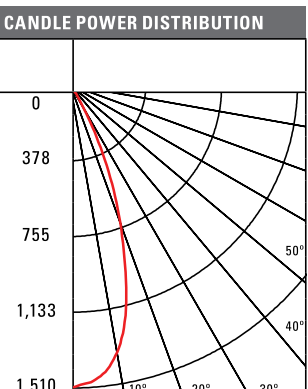
CANDELA TABLE	
Angle	0-deg
0	2243
5	2095
10	1634
15	1116
20	662
30	55
40	5
50	2
60	2
70	1
80	1
90	0

Test Number	P29560
Lumcat	1003-[A1, S1, SU1, W1]-X-FL-[LEDCB, LEDCR]-F-BK-LC-UNV
Lumens	651 Lm
Watts	24.3 W
LPW	26.8 Lm/W
CCT	3500K
SC (0/90/45)	0.64 / 0.64 / 0.62
Beam Angle	39.3°

COLOR METRIC SUMMARY	
TM-30-15	Rf = 90.6 Rg = 100.4
CRI/CIE	Ra = 92.7 R9 = 67.5



42°

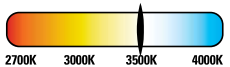


CONE OF LIGHT			
Horizontal Illuminance on Floor			
MH	FC	L	W
2'	377.5	1.2	1.2
4'	94.4	2.4	2.4
6'	41.9	3.8	3.8
8'	23.6	5	5
10'	15.1	6.4	6.4
15'	6.7	9.6	9.6
20'	3.8	12.8	12.8
30'	1.7	19.2	19.2
40'	0.9	25.6	25.6

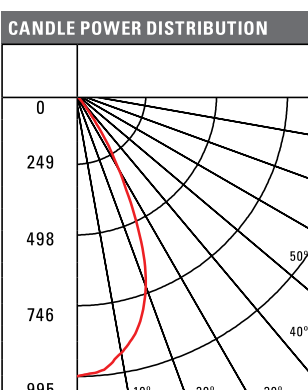
CANDELA TABLE	
Angle	0-deg
0	1510
5	1473
10	1352
15	1083
20	734
30	145
40	7
50	5
60	2
70	1
80	1
90	0

Test Number	P29561
Lumcat	1003-[A1, S1, SU1, W1]-X-FL-[LEDCB, LEDCR]-W-BK-LC-UNV
Lumens	664 Lm
Watts	24.3 W
LPW	27.3 Lm/W
CCT	3500K
SC (0/90/45)	0.83 / 0.83 / 0.77
Beam Angle	51.1°

COLOR METRIC SUMMARY	
TM-30-15	Rf = 90.6 Rg = 100.4
CRI/CIE	Ra = 92.7 R9 = 67.5



56°



CONE OF LIGHT			
Horizontal Illuminance on Floor			
MH	FC	L	W
2'	248.8	1.6	1.6
4'	62.2	3.2	3.2
6'	27.6	4.8	4.8
8'	15.5	6.6	6.6
10'	10	8.2	8.2
15'	4.4	12.4	12.4
20'	2.5	16.6	16.6
30'	1.1	24.8	24.8
40'	0.6	33.2	33.2

CANDELA TABLE	
Angle	0-deg
0	995
5	981
10	927
15	853
20	725
30	303
40	26
50	5
60	4
70	3
80	0
90	0

LUMEN TABLE

		1003-[A1, S1/SU1, W1] Regressed Hood - Black					
		L1 - 10 W			L2 - 20 W		
		CBCP	Lumens	LPW	CBCP	Lumens	LPW
S Spot 15°	LED2790	5324	621	63.4	9818	1145	57.0
	LED3090	5632	657	67.0	10386	1212	60.3
	LED3590	5705	666	67.9	10520	1227	61.1
	LED4080	7057	823	84.0	13014	1518	75.5
	LED5080	7331	855	87.3	13519	1577	78.5
	LED2797	4935	576	58.7	9100	1062	52.8
	LED3097	4981	581	59.3	9186	1072	53.3
	LED3597	5650	659	67.3	10419	1216	60.5
	LED4097	5596	653	66.6	10319	1204	59.9
M Medium Flood 25°	LED2790	2829	590	60.2	5218	1088	54.1
	LED3090	2993	624	63.7	5519	1151	57.3
	LED3590	3032	632	64.5	5590	1166	58.0
	LED4080	3750	782	79.8	6916	1442	71.8
	LED5080	3896	813	82.9	7185	1498	74.6
	LED2797	2622	547	55.8	4836	1009	50.2
	LED3097	2647	552	56.3	4882	1018	50.7
	LED3597	3003	626	63.9	5537	1155	57.5
	LED4097	2974	620	63.3	5484	1144	56.9
F Flood 40°	LED2790	1943	666	68.0	3584	1229	61.1
	LED3090	2056	705	71.9	3791	1300	64.7
	LED3590	2082	714	72.9	3840	1317	65.5
	LED4080	2576	883	90.1	4750	1629	81.0
	LED5080	2676	918	93.6	4934	1692	84.2
	LED2797	999	560	57.1	1842	1032	51.4
	LED3097	1818	623	63.6	3353	1150	57.2
	LED3597	2062	707	72.2	3803	1304	64.9
	LED4097	2042	700	71.5	3766	1292	64.3
W Wide Flood 55°	LED2790	999	560	57.1	1842	1032	51.4
	LED3090	1057	592	60.4	1949	1092	54.3
	LED3590	1070	600	61.2	1974	1106	55.0
	LED4080	1324	742	75.7	2442	1368	68.1
	LED5080	1376	771	78.7	2537	1421	70.7
	LED2797	926	519	52.9	1708	957	47.6
	LED3097	935	524	53.4	1724	966	48.0
	LED3597	1060	594	60.6	1955	1095	54.5
	LED4097	1050	588	60.0	1936	1085	54.0

TM30 DATA

1003	CCT/CRI	Rf	Rg	Ra	R9
	2790	90.9	98.9	91.7	58.3
	3090	90.8	99.1	92.5	62.6
	3590	90.6	100.4	92.7	67.5
	4080	82.5	94.3	83.1	11.4
	5080	81.6	94.1	82	6
	2797	94.9	100	98.1	86.9
	3097	94	100.3	97.8	88.9
	3597	92.9	99.3	97.2	89.1
	4097	91.5	98.7	95.4	84

LUMEN MAINTENANCE

Ambient Temperature	TM-21 Lumen Maintenance (60,000 Hours)	Theoretical L70 (Hours)
25°C, 40°C, 50°C	> 87%	> 102,000

POWER TABLE

Number of Heads	Light Level	Input Current (A) at 120 VAC	Input Current (A) at 277 VAC	Input Power (W)
S1, SU1	L1	0.08	0.03	10
	L2	0.177	0.088	20.93
	LC1	0.1	0.085	11.4
	LC2	0.183	0.088	21.44
S2, SU2	L1	0.16	0.06	20
	L2	0.354	0.176	41.86
	LC1	0.2	0.17	22.8
	LC2	0.366	0.176	42.88

INTEGRATED SENSOR - SVPD2

The Lanterra Sign 1003 with Integrated Sensor technology provides automatic energy savings without sacrificing performance. Traditionally, these types of energy savings required coordination between the luminaire and a lighting control system. The Lanterra Sign 1003 delivers superior lighting with integrated PIR occupancy sensing and daylighting controls.

Capture the benefits of traditional lighting controls, without complicated circuit planning or special wiring. The Lanterra Sign 1003 delivers automatic ON to an energy saving light level, while ensuring lighting is turned OFF when the space is unoccupied.

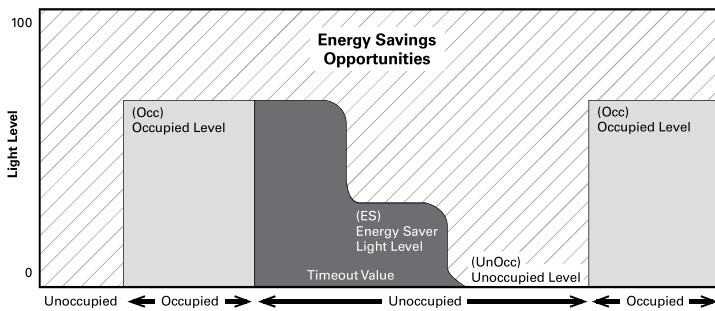
The SVPD2 sensor is configured for outdoor use, so the integral daylight sensor will enable the luminaire to automatically adjust to daylight conditions by turning off when sufficient sunlight is present. Consult factory for indoor configuration.

Occupied light levels and unoccupied light levels can be adjusted using the integrated sensor programming remote (Catalog Number: ISHH01LUM). While the default unoccupied level is OFF, a lower light level can be saved instead using the programming remote. The integrated sensor personal remote (Catalog Number: ISHH02LUM) provides code compliant manual raise, lower, ON, OFF control.

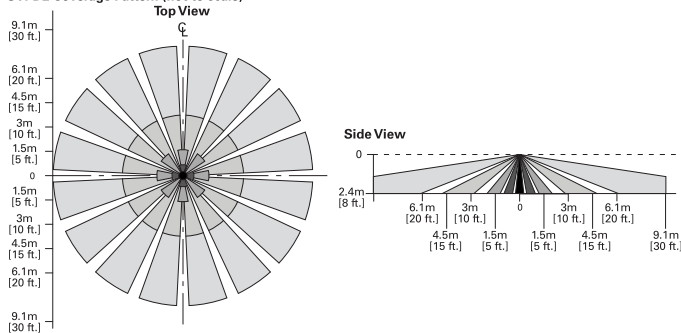
The Lanterra Sign 1003 with Integrated Sensor is easy to install with no special wiring and ensures energy savings out-of-the-box with default control settings.

**HOW IT WORKS**

- As the user enters the space controlled by the integral sensor, the lighting turns ON to the occupied light level.
- Lighting will remain at the occupied level until the space is unoccupied. This will start the occupancy timeout period (default 20 minutes).
- If the space remains unoccupied for half of the timeout period, the lighting will automatically reduce to the Energy Saver light level (default matches occupied level). This adjustable light level is often set to half of the occupied daylight level using the programming remote.
- At the end of the timeout period the lighting will go to the unoccupied light level. This adjustable light level uses the OFF default setting.
- If sufficient sunlight is present, the luminaire will remain OFF, regardless of occupancy.

**Coverage**

SVPD2 Coverage Pattern (not to scale)

**Optional Remote Controls****ISHH01LUM Programming Remote****ISHH02LUM Personal Control Remote**

BARON CONSTRUCTION LLC
PUBLIC WORKS AND COMMUNITY DEVELOPMENT
SERVICES FACILITY

CHANGE ORDER REQUEST

11

Roy Bruce

From: Jeff Hagewood <jhagewood@triplesteel.com>
Sent: Tuesday, October 3, 2023 12:21 PM
To: Roy Bruce
Cc: Jeff Hagewood
Subject: 9725 - La Vergne PW - Interior bollards at the ex. veh bldgs

Roy,

We are pleased to quote as follows:

1.) CREDIT - (4) Interior Bollards 6" inch Schedule 80 x 4'-0".

MATERIAL CREDIT _____ **< \$ 712.28 >**

The above number includes Sales Tax.

Thanks,

Jeff Hagewood

Office: 615.793.8990
Fax: 615.793.8988
Cell: 615.762.7487
Email: jhagewood@triplesteel.com
Website: <http://www.triplesteel.com/>
Follow us at: <https://www.facebook.com/TripleSteelLLC/>

BARON CONSTRUCTION LLC
PUBLIC WORKS AND COMMUNITY DEVELOPMENT
SERVICES FACILITY

CHANGE ORDER REQUEST

12



CO #	DATE
23044	10/19/2023

Subject: Storm Water Addition
Requested By: Roy Bruce (Baron Construction)

CUSTOMER

Baron Construction
652 Old Ezell Rd
Nashville, TN 37217

PROJECT

La Vergne Public Works (AL-262)
PROJECT #: AL-262
1500 East Nir Shreibman Boulevard
La Vergne, TN 37086

Item Name	Qty	Price/Unit	Total
Installation of 4x4 Manhole	1	\$3,800.00/EA	\$3,800.00
Installation of 4" PVC	315	\$18.00/LF	\$5,670.00
Installation of 4" Cleanouts	2	\$275.00/EA	\$550.00
Installation of Subsurface Drain	10	\$65.00/LF	\$650.00
Materials for Additional Scope	1	\$6,370.00	\$6,370.00
Gravel Gravel needed for scope of work. Includes material and delivery.	40	\$42.00/CY	\$1,680.00
P&O	1	\$1,872.00	\$1,872.00

Subtotal \$20,592.00
Total \$20,592.00

REQUEST FOR CHANGE

Date: 13 October 2023

Proposal Request #: RFC-12

Project: City of LaVergne Public Works and Community Services Facility

L+A Project #: 2110

The Owner and Architect request an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within fourteen (14) days or notify the Architect in writing of the anticipated date of submission.

Description of Proposed Modifications to the Contract Documents:

Specification Section: Divisions 22 – Plumbing, 31 - Earthwork

Drawing Number(s): C301

Description: Directive for remediation of the underground spring.

Refer to attached drawing CSD-8 dated September 2023 by CEC to re-route the underground stream discovered during footing excavation.

End of Proposal Request



THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

From: [Gary Lide](#)
To: [Klein, Matthew](#); tlambe@comcast.net
Cc: [Michael Dietz](#); [Kyle Brown](#); [Juliet J. Williams](#)
Subject: U/G Spring South of Area C (Action required by Matthew Klein)
Date: Tuesday, September 5, 2023 9:26:16 AM

Matt and Tim:

It has been determined that the underground flow of water south of Area C (just south of the mat foundation at column lines N/10.1-11.2) is a natural underground stream. This is presently being pumped out by Baron to allow placement of the foundation which occurred last Friday (01 September 2023).

The spring appears to be above the elevation of the bottom of the mat foundation.

Please provide direction regarding what needs to be done to handle this spring.

Thank you,

-Gary

Gary Lide, PE

Director of Engineering

City of La Vergne
Engineering Department
5175 Murfreesboro Road
La Vergne, TN 37086

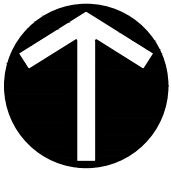
☎ 615.287.8703
Cell 615.971.4069
✉ glide@LaVergneTN.gov

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NORTH

USED PUBLIC WORKS AND
COMMUNITY DEVELOPMENT FACILITY
39,024 SF
FFE: 529.50

MITER 4" PIPE TO
SIDE SLOPE OR
HEADWALL
INV OUT: 522.46

147 LF 4" PVC @ 0.50%

101 LF 4" PVC @ 0.50%

10 LF SUBSURFACE DRAIN (TYP.)

67 LF 4" PVC @ 0.50%

CLEANOUT (TYP.)

4'X4' PRECAST CONCRETE STORM
MANHOLE. CONTRACTOR TO FIELD
LOCATE AND INSTALL PIPE INVERT AT
GROUND WATER ELEVATION ESTIMATED TO
BE 524.00.
RIM ELEV=529.85
INV. IN (4"S)=524.00
INV. IN (4"E)=524.00
INV. IN (4"W)=524.00
INV. OUT (4"NE)=524.00
SEE CSD-9 FOR DETAILS.

REFERENCE

1. REFER TO SHEET C301 REV 1 FOR RECORD DRAWING.

SCALE IN FEET



Civil & Environmental Consultants, Inc.

117 Seaboard Lane · Suite E-100 · Franklin, TN 37067

615-333-7797 · 800-763-2326

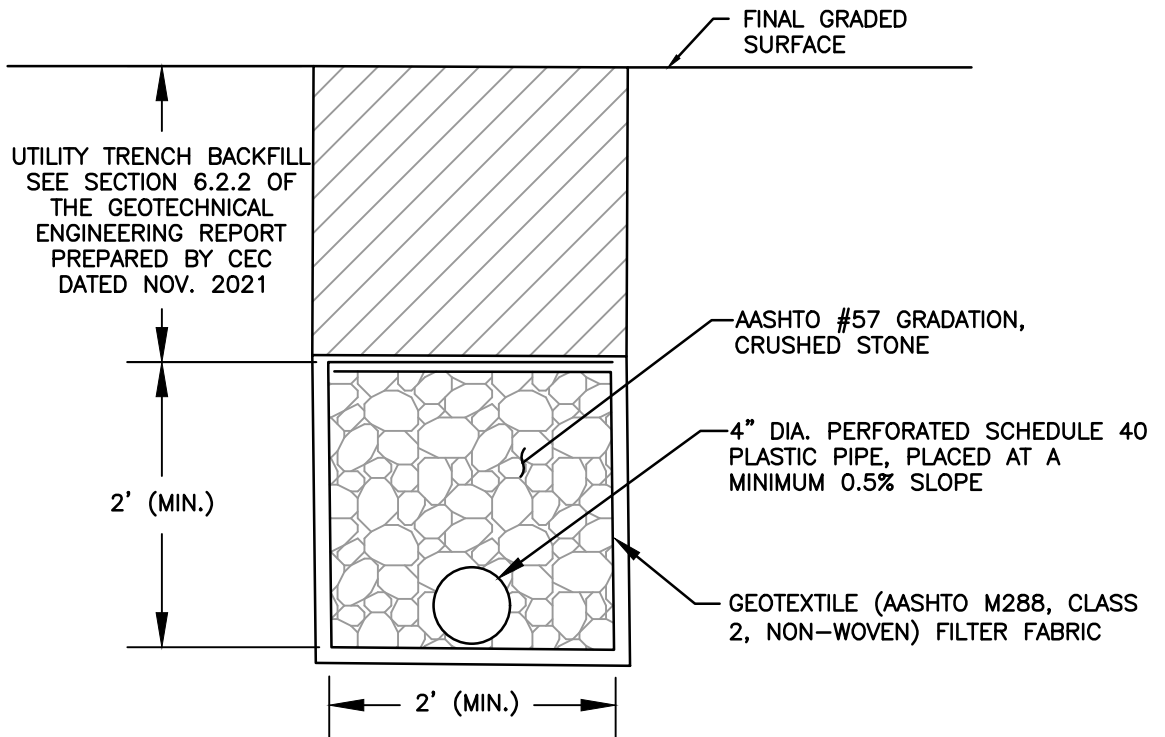
www.cecinc.com

CITY OF LA VERGNE
PUBLIC WORKS AND COMMUNITY
DEVELOPMENT SERVICES FACILITY
LA VERGNE, RUTHERFORD COUNTY, TN

CIVIL SUPPLEMENTARY DRAWING NO. 8

DRAWN BY:	JMK	CHECKED BY:	ECR	APPROVED BY:	MEB	FIGURE NO.:
DATE:	SEPTEMBER 2023	DWG SCALE:	AS SHOWN	PROJECT NO:	315-277	CSD-8

P:\300-000\302-397-CADD\Drawings\Civil Supplementary Drawings\315277-CV01-CSD No.8.dwg[CSD-9] LS:(9/22/2023 - mklein) - LP: 9/22/2023 4:21 PM



NOTE:
CONNECT TO 4'X4' PRECAST CONCRETE STORM MANHOLE

SUBSURFACE DRAIN

NOT TO SCALE

REFERENCE

1. REFER TO SHEET C803 REV 1 FOR RECORD DRAWING.



Civil & Environmental Consultants, Inc.

117 Seaboard Lane · Suite E-100 · Franklin, TN 37067

615-333-7797 · 800-763-2326

www.cecinc.com

CITY OF LA VERGNE
PUBLIC WORKS AND COMMUNITY
DEVELOPMENT SERVICES FACILITY
LA VERGNE, RUTHERFORD COUNTY, TN

CIVIL SUPPLEMENTARY DRAWING NO. 9

DRAWN BY:	JMK	CHECKED BY:	ECR	APPROVED BY:	MEB	FIGURE NO.:
DATE:	SEPTEMBER 2023	DWG SCALE:	N.T.S	PROJECT NO:	315-277	CSD-9

BARON CONSTRUCTION LLC
PUBLIC WORKS AND COMMUNITY DEVELOPMENT
SERVICES FACILITY

CHANGE ORDER REQUEST

13

REQUEST FOR CHANGE

Date: 13 October 2023

Proposal Request #: RFC-13

Project: City of LaVergne Public Works and Community Services Facility

L+A Project #: 2110

The Owner and Architect request an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within fourteen (14) days or notify the Architect in writing of the anticipated date of submission.

Description of Proposed Modifications to the Contract Documents:

Specification Section: E002 – Electrical Specifications

Drawing Number(s): E101

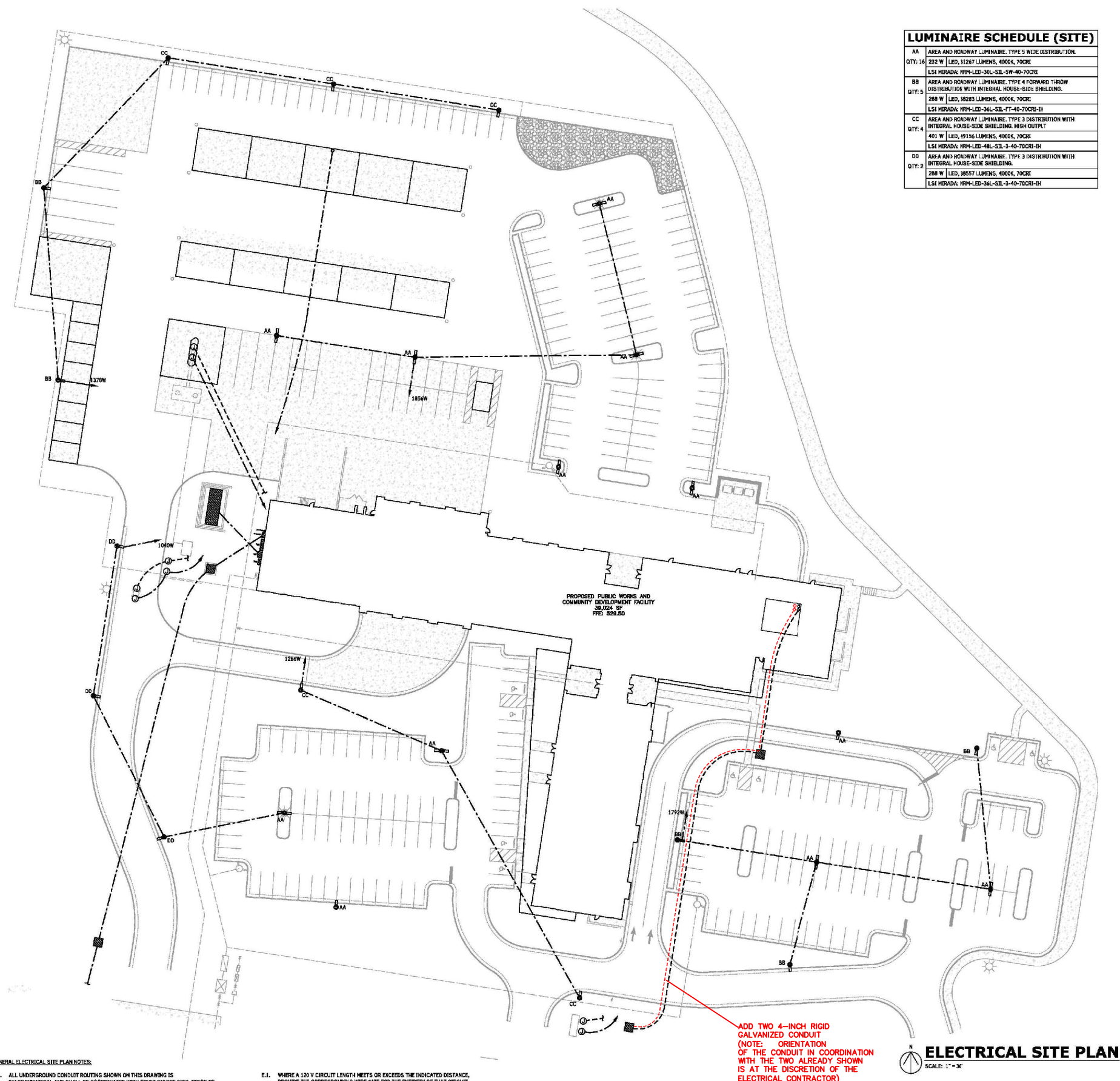
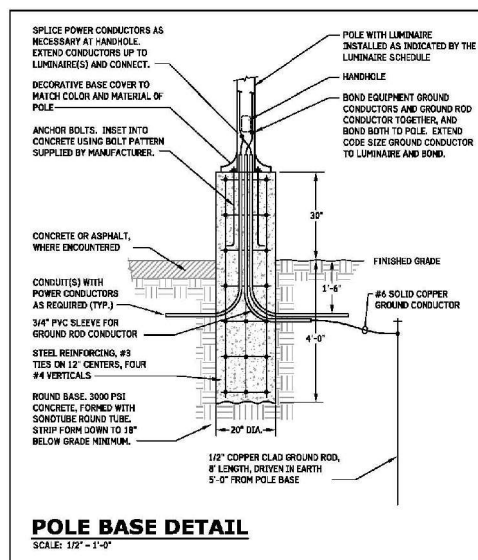
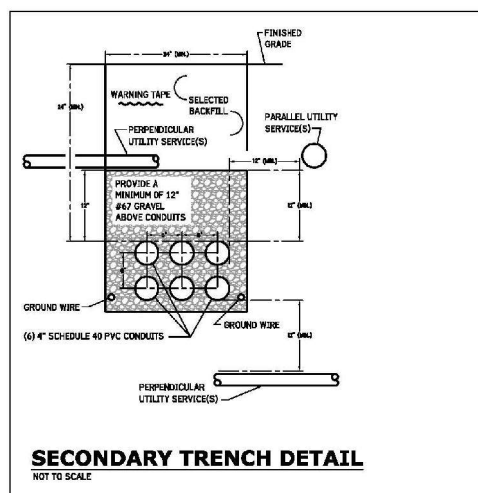
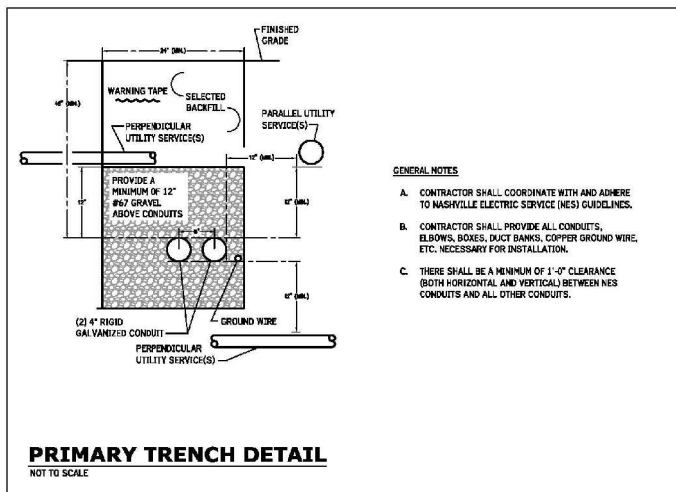
Description: Added Conduits

Add (2) 4" galvanized conduits as shown on the attached drawing mark-up (sheet E101).

End of Proposal Request



THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.



LUMINAIRE SCHEDULE (SITE)	
AA	AREA AND ROWWAY LUMINAIRE: TYPE 5 WIDE DISTRIBUTION.
QTY: 14	232 W LED, 11267 LUMENS, 4000K, 70CRI 1.51 MIRAIDA MRM-L-LED-36L-53-5W-40-70CRI
BB	AREA AND ROWWAY LUMINAIRE: TYPE 4 FORWARD THROW DISTRIBUTION WITH INTEGRAL HOUSE-SIDE SHIELDING.
QTY: 5	268 W LED, 18283 LUMENS, 4000K, 70CRI 1.51 MIRAIDA MRM-L-LED-36L-53-TT-40-70CRI-B
CC	AREA AND ROWWAY LUMINAIRE: TYPE 3 DISTRIBUTION WITH INTEGRAL HOUSE-SIDE SHIELDING AND HIGH OUTPUT.
QTY: 4	403 W LED, 11516 LUMENS, 4000K, 70CRI 1.51 MIRAIDA MRM-L-LED-48L-53-40-70CRI-B
DD	AREA AND ROWWAY LUMINAIRE: TYPE 3 DISTRIBUTION WITH INTEGRAL HOUSE-SIDE SHIELDING.
QTY: 2	288 W LED, 18857 LUMENS, 4000K, 70CRI 1.51 MIRAIDA MRM-L-LED-36L-53-40-70CRI-B

GENERAL ELECTRICAL SITE PLAN NOTES:

- | | |
|---|---|
| <p>A. ALL UNDERGROUND CONDUIT ROUTING SHOWN ON THIS DRAWING IS DIAGRAMMATICAL AND SHALL BE COORDINATED WITH OTHER DISCIPLINES, PRIOR TO ROUGH-IN.</p> | <p>E.1. WHERE A 120 V CIRCUIT LENGTH MEETS OR EXCEEDS THE INDICATED DISTANCE, PROVIDE THE CORRESPONDING WIRE SIZE FOR THE ENTIRETY OF THAT CIRCUIT (INCLUDING ALL BRANCHES OF CIRCUIT):</p> |
| <p>B. REFER TO ELECTRICAL POWER DISTRIBUTION DIAGRAM FOR FEEDER SIZING AND OTHER SERVICE / CONNECTION REQUIREMENTS.</p> | <p>70' OR GREATER, PROVIDE #10 CONDUCTORS.
110' OR GREATER, PROVIDE #8 CONDUCTORS.
170' OR GREATER, PROVIDE #6 CONDUCTORS.</p> |
| <p>C. COORDINATE ALL ELECTRICAL SERVICE AND TELECOM SERVICE REQUIREMENTS, ROUTING, AND TERMINATION LOCATIONS, PRIOR TO PERFORMING WORK.</p> | <p>E.2. ENSURE TO TAKE NEE TABLE 130.15(B)(3)(iv) INTO ACCOUNT WHERE 4 OR MORE CURRENT-CARRYING CONDUCTORS OCCUPY THE SAME RACINET.</p> |
| <p>C.1. THE ELECTRICAL SERVICE PROVIDOR IS NASHVILLE ELECTRIC SERVICE (NES).</p> | <p>F. EXTERIOR CONDUITS INSTALLED ABOVE GRADE SHALL BE RIGID GALVANIZED.</p> |
| <p>D. ALL WIRE SHALL BE OTHER TYPE THAN THIN-W (COPPER) OR XHHW-2 (COPPER), UNLESS OTHERWISE NOTED.</p> | <p>G. ENSURE TO LABEL ALL DISCONNECTS, INDICATING PANEL AND CIRCUIT # (FOR EXAMPLE: "A-1").</p> |
| <p>E. MINIMUM WIRE AND CONDUIT SIZE FOR WIRING ON THE BUILDING EXTERIOR SHALL BE #10 AWG, IN 1" CONDUIT, UNLESS OTHERWISE INDICATED.</p> | |

NOTE: THIS DRAWING IS FOR THE
PURPOSE OF PREPARING AN RFP ONLY.
IT IS NOT A REVISION TO THE
CONTRACT DOCUMENTS UNTIL A
CONTRACT MODIFICATION HAS BEEN
ISSUED.



Roy Bruce

From: tlambe@comcast.net
Sent: Wednesday, October 18, 2023 8:22 AM
To: Roy Bruce
Cc: 'Gary Lide'; Annie Flanagin; com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com
Subject: RE: Proposals For La Vergne PW Bldg

You are correct; I meant to change that! PVC is acceptable below grade.

Tim

From: Roy Bruce <rbruce@baronconstructionllc.com>
Sent: Wednesday, October 18, 2023 8:00 AM
To: tlambe@comcast.net
Cc: Gary Lide <glide@lavergnetn.gov>; Annie Flanagin <aflanagin@baronconstructionllc.com>; com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com
Subject: RE: Proposals For La Vergne PW Bldg

Tim,

One question on the conduits two additional 4", my understanding was that PVC would be used however the attached requests rigid galvanized which is a lot more expensive.

Are we ok to price as PVC?

Thank you,
Roy

Roy Bruce
Project Manager
Baron Construction, LLC
652 Old Ezell Road
Nashville, TN 37217
Mobile: 629.214.5690
Office: 615.690.7770 ext. 1008
Fax: 615.690.7775
rbruce@baronconstructionllc.com
www.baronconstructionllc.com



From: tlambe@comcast.net <tlambe@comcast.net>
Sent: Monday, October 16, 2023 12:40 PM
To: Roy Bruce <rbruce@baronconstructionllc.com>; 'Gary Lide' <glide@lavergnetn.gov>
Cc: 'Kyle Brown' <kbrown@lavergnetn.gov>; 'Juliet J. Williams' <jjwilliams@lavergnetn.gov>; Annie Flanagin



State Lic. #20026
Expires: 5/31/2024.
Classification: E, CE
Limit: UNLIMITED
Metro Lic. #415
Murfreesboro Lic.#0165

DATE: **October 19, 2023**

ATTN: **Baron Construction**

RE: **La Vergne Public Works**
 1500 E Nir Shreibman Blvd.
 La Vergne, TN

Dear Roy Bruce,

We appreciate the opportunity to provide the following quotation for the above referenced project. Our proposal is based upon the updated E101 drawing dated 9/19/23 provided by Baron Construction.

Add Alt TDOT Conduits PVC Total Sum: \$18,500.00

Add Alt TDOT Conduits Rigid Total Sum: \$80,000.00

PROJECT MANAGER'S SPECIFICATIONS:

- All light fixtures located in a drop ceiling are to have a minimum of (2) wire per fixture installed by the ceiling contractor.
- Allowance lighting fixtures must be approved. We gave an allowance for site work provided.
- Parking to be provided by GC.
- Separate spec book for electrical was not provided on this project. We use specs provided on drawings.
- CAD drawings to be provided by GC at no cost.
- Allowances were given for unspecified fixtures. **MUST BE APPROVED**
- No OT or after hours work.
- Fire alarm, data, and cameras to be in full conduit system.
- 3rd Party Testing is included in the base bid
- 750KW generator included. Fuel station tank is not included. Sub base tank is included.
- All sectional pads are provided and installed by others
- The above total sum has been calculated and the time schedule agreed upon based upon the current prices and availability of materials and labor, considering anticipated impacts from the COVID-19 pandemic, and any governmental action, disruptions in the supply of labor or materials or other impacts related thereto and that A&S Electric has taken or will take all reasonable measures to protect against excessive price increases and delays, such as early purchasing of materials where appropriate and feasible. A&S Electric shall not be responsible for any additional cost associated with changes in the aforementioned conditions, as they are out of our control. A&S Electric shall advise the contractor when conditions change and impacts our contract price.

EXCLUSIONS:

1. EXCLUDE: The repair of existing code deficiencies (if any) is not included in the above total sum quotation.
2. EXCLUDE: Main Switchboard, Generator/ Transformer / electrical equipment pads.
3. EXCLUDE: Any Utility Charges.
4. EXCLUDE: Parking (to be provided by GC)
5. EXCLUDE: Concrete Encasement
6. EXCLUDE: Painting of any kind
7. EXCLUDE: Gravel (included for primary & secondary power only)
8. EXCLUDE: Rock Excavation
9. EXCLUDE: Furnishing big ass fans and controls
10. EXCLUDE: Work from C section to road SE corner shown on E101. (no information provided)
11. EXCLUDE: J hooks, phone/data/tv/camera parts, wiring, and/or terminations.
12. EXCLUDE: All Pads on site shown on site print.
13. EXCLUDE: F/A PIV Connection, Conduit, and/or Termination.
14. EXCLUDE: Fuel Tank Work
15. EXCLUDE: Wage work
16. EXCLUDE: Seismic
17. EXCLUDE: Background check
18. EXCLUDE: X-Ray of Floors
19. EXCLUDE: Pole bases.
20. EXCLUDE: Hauling off of spoils.
21. EXCLUDE: Backfill of any kind. (gravel backfill in primary included in above total sum)
22. EXCLUDE: Cutting of concrete / asphalt.
23. EXCLUDE: Forming / furnishing of concrete.
24. EXCLUDE: Patching of any kind. (concrete / asphalt/ walls / ceilings / roof / etc.)
25. EXCLUDE: Furnishing/Installation of any low voltage cabling. (unless add alt is taken)
26. EXCLUDE: Any type of bonds.
27. EXCLUDE: Dumpster Fees.
28. EXCLUDE: Engineered stamped drawings / BIM
29. EXCLUDE: Surveying.

TERMS AND CONDITIONS:

Our quotation is valid for thirty (30) days from date of receipt.

Upon acceptance of our quotation, the following terms and conditions will apply:

- Amounts billed will be due within thirty (30) days of invoice.
- Project will be billed on a percentage-of-completion basis.
- All work is to be completed during A & S Electric's normal working hours which are Monday through Friday, 7:00a.m. to 3:30p.m. unless agreed upon in writing.
- The handling or disposal of contaminated or hazardous material is not included in the above quotation.
- Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and buyer shall not be entitled to any damages resulting thereof.

Thank you for considering A & S Electric Inc., for your electrical requirements. Please contact our office if you have any questions or comments concerning the above proposal.

Sincerely,

A & S Electric, Inc.

WE PROPOSE to furnish labor and material --- complete in accordance with above specifications, and subject to conditions found on both sides of this agreement, for the sum of:

Payment to be made as follows: _____

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Respectfully Submitted,

Payment will be made as outlined above.

Date of Acceptance _____

By _____

By _____

Project Manager

A & S ELECTRIC, INC.

By:  _____

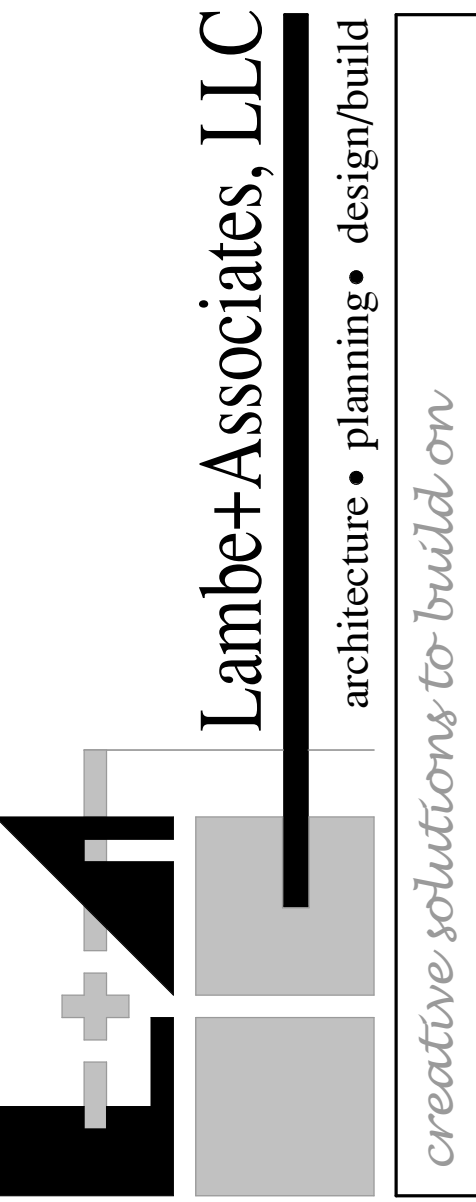
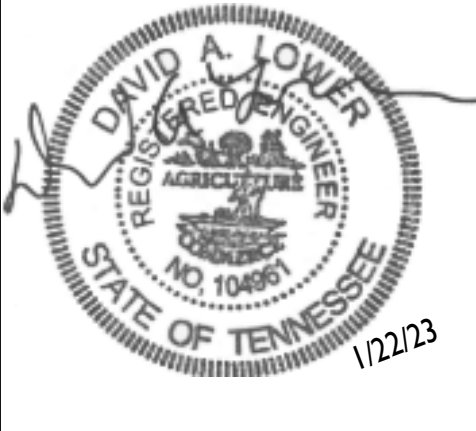
Note: This proposal may be withdrawn by us if not accepted within 30 days.

Shaun Smith

BARON CONSTRUCTION LLC
PUBLIC WORKS AND COMMUNITY DEVELOPMENT
SERVICES FACILITY

CHANGE ORDER REQUEST

14



Lambe + Associates, LLC
106 Mission Court, Suite 303
Franklin, TN 37067
phone: 615.771.9601
lambel@comcast.net

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Consultants
CIVIL ENGINEER:
Civil & Environmental
Consultants, Inc.
STRUCTURAL ENGINEER:
Wallace Design Collective
MECHANICAL ENGINEER:
Harpheth Park Engineering, LLC
ELECTRICAL ENGINEER:
Harpheth Park Engineering, LLC

Project

CITY OF LA VERGNE, TENNESSEE
PUBLIC WORKS AND COMMUNITY
DEVELOPMENT SERVICES FACILITY
1500 E. NIR SHREIBMAN BOULEVARD
LA VERGNE, TENNESSEE

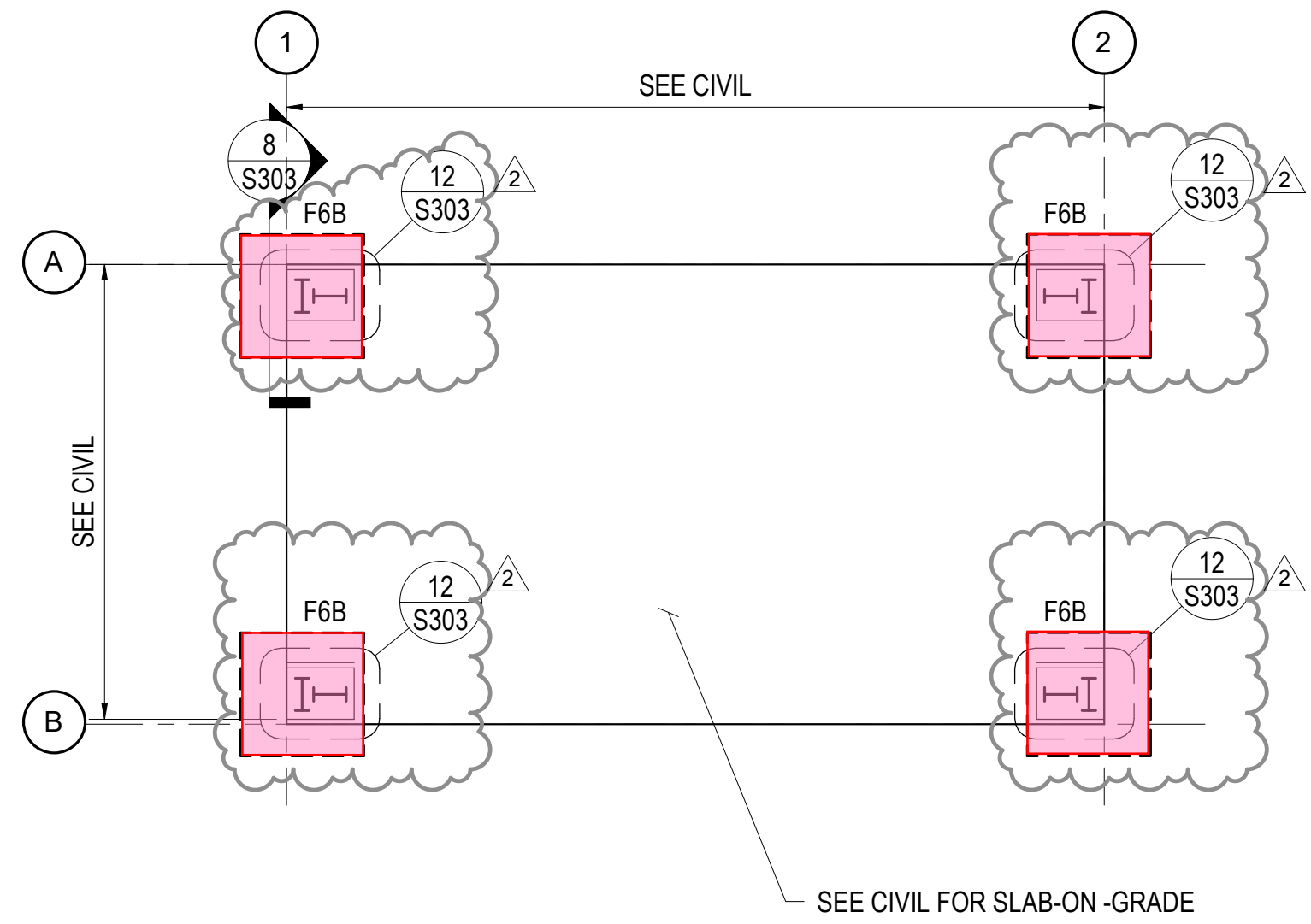
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SSD-3	08/25/23

L+A Job No. 2110
01.22.23

**SHED STRUCTURE
& WATER STATION
FOUNDATION
PLANS**

S104

sheet



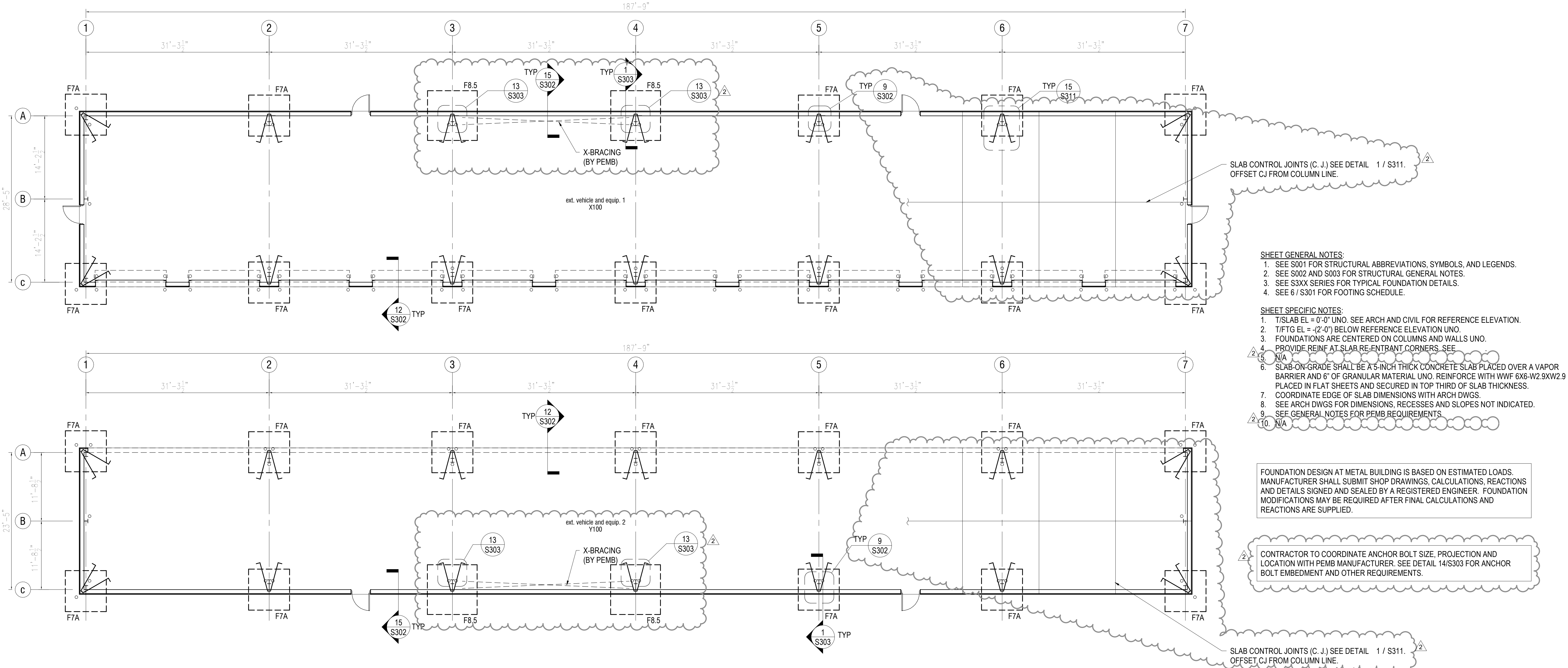
F6B footers = 4 ea
4x6x6x1.1 = 158 CF

TOTAL UNDERCUT based on
footers at wash bay = 158 CF =
6CY at 13"-14" depth

FOUNDATION DESIGN AT METAL BUILDING IS BASED ON ESTIMATED LOADS. MANUFACTURER SHALL SUBMIT SHOP DRAWINGS, CALCULATIONS, REACTIONS AND DETAILS SIGNED AND SEALED BY A REGISTERED ENGINEER. FOUNDATION MODIFICATIONS MAY BE REQUIRED AFTER FINAL CALCULATIONS AND REACTIONS ARE SUPPLIED.

CONTRACTOR TO COORDINATE ANCHOR BOLT SIZE, PROJECTION AND LOCATION WITH PEMB MANUFACTURER. SEE DETAIL 14/S303 FOR ANCHOR BOLT EMBEDMENT AND OTHER REQUIREMENTS.

2	WASH STATION FOUNDATION PLAN
NTS	



1	SHED STRUCTURES - FOUNDATION PLANS
NTS	



Special Inspection

Nashville
624 Grassmere Park
Suite 14
Nashville, TN 37211
Phone: 615-331-7770

Client:
City of LaVergne
5185 Murfreesboro Road
Laverne, TN 37086

Project:
000230800662.00
City of LaVergne - Public Works and Community
Development Services Facility
1500 E Nir Shreibman Blvd
La Vergne, TN

Activity Date:	10/06/2023	Discipline:	Foundations
Category:	Spread Footings	Location:	Building Interior - Footing
Location Details:	Footing Bearing Evaluation <u>Wash Station Structure</u> • A/1,2 • B/1,2 Reinforcement Observation • Footing: A/1,2; B/1,2		
Technician:	Miller, Benjamin		

Work Completed

Reinspection Visit: No	Reinspection Required: No
Determination: No Discrepancy	
Description: Footing Bearing Evaluation TTL representative Ben Miller was on-site this date, as requested by Baron Construction, to perform bearing evaluations on previously place stone (blended no. 10 and no. 2 stone) at the above mentioned locations. Upon arrival, the TTL representatives met with THM Concrete representatives to discuss the previously conducted activities. According to the contractors, the fill had been previously placed and compacted in approximately 6-inch lifts. The TTL representative observed the contractors use a hoe pack to apply compactive effort on this date. While on-site, the TTL representative tested previously compacted blended stone fill (no. 2 and no. 10 stone) at the above noted approximate locations. According to the contractors, all locations tested on this date and mentioned above were at final bearing elevation upon testing. Testing was conducted using the Dynamic Cone Penetrometer (DCP). Three blow-counts per increment (bpi) were obtained and averaged. Upon testing, the bpi results indicated that the material at the above noted locations appeared to meet previously determined footing bearing requirements at the time of testing. Tests Performed: DCP	
Discrepancy: No	

Reinspection Visit: No	Reinspection Required: No
Determination: No Discrepancy	
Description: Reinforcement Observation Also while on-site, the TTL representative observed previously placed reinforcing steel at the above noted footing locations. Observations made on this date were made in general accordance with the project structural drawings prepared by Wallace Design Collective and dated 1/22/23. The reinforcement at the locations mentioned above was observed for size, quantity, lap splice length, grade, and embedment.	

The presence and activities of our field representative were for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The presence of our field representative or the observation and testing by our firm does not relieve the contractor in any way from its obligation to meet contractual requirements. No one except our client may rely on our findings and opinions. It is understood that our firm is not responsible for job or site safety on this project. The contractor retains sole responsibility for site safety, methods, operations, and sequences of construction.



Special Inspection

Nashville
624 Grassmere Park
Suite 14
Nashville, TN 37211
Phone: 615-331-7770

Client:
City of LaVergne
5185 Murfreesboro Road
Laverne, TN 37086

Project:
000230800662.00
City of LaVergne - Public Works and Community
Development Services Facility
1500 E Nir Shreibman Blvd
La Vergne, TN

Upon observation, the reinforcement observed on this date appeared to be in general compliance with the above mentioned project documents at the time of observation.

Tests Performed: Visual Observation

Discrepancy: No



Description: Footing Rebar

Image Date Taken:
10/06/2023

Photographer: Miller, Benjamin



Image Date Taken:
10/06/2023

Photographer: Miller, Benjamin



Special Inspection

Nashville
624 Grassmere Park
Suite 14
Nashville, TN 37211
Phone: 615-331-7770

Client:
City of LaVergne
5185 Murfreesboro Road
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000230800662.00
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La Vergne, TN

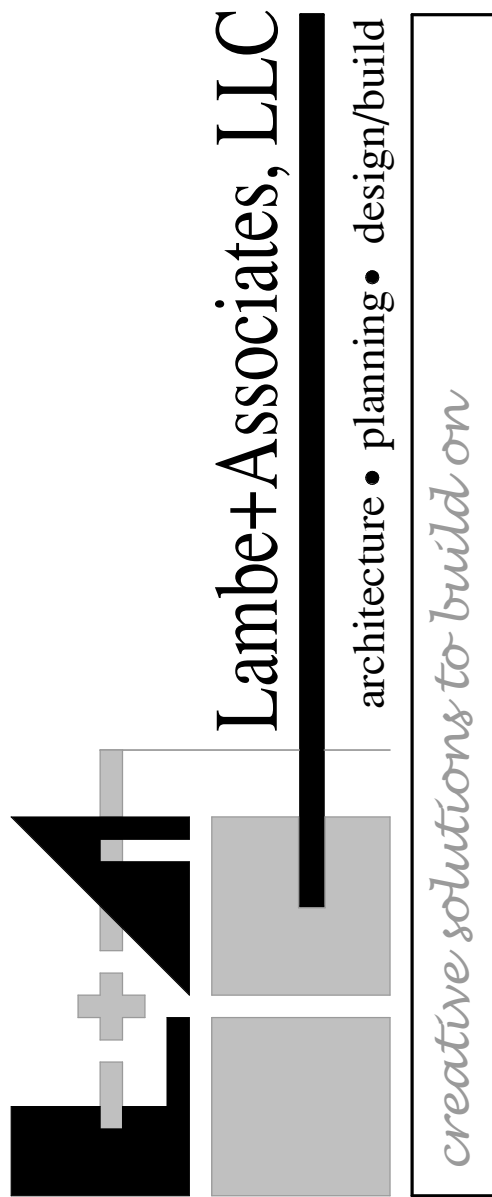


Image Date Taken:
10/06/2023
Photographer: Miller, Benjamin

BARON CONSTRUCTION LLC
PUBLIC WORKS AND COMMUNITY DEVELOPMENT
SERVICES FACILITY

CHANGE ORDER REQUEST

15



Lambe + Associates, LLC
106 Mission Court, Suite 303
Franklin, TN 37067
Phone: 615.771.9601
lambe@contact.net

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Consultants

CIVIL ENGINEER:
Civil & Environmental
Consultants, Inc.

STRUCTURAL ENGINEER:
Wallace Design Collective

MECHANICAL ENGINEER:
Harpheth Park Engineering, LLC

ELECTRICAL ENGINEER:
Harpheth Park Engineering, LLC

Project

CITY OF LA VERGNE, TENNESSEE
PUBLIC WORKS AND COMMUNITY
DEVELOPMENT SERVICES FACILITY
1500 E. NIR SHREIBMAN BOULEVARD
LA VERGNE, TENNESSEE

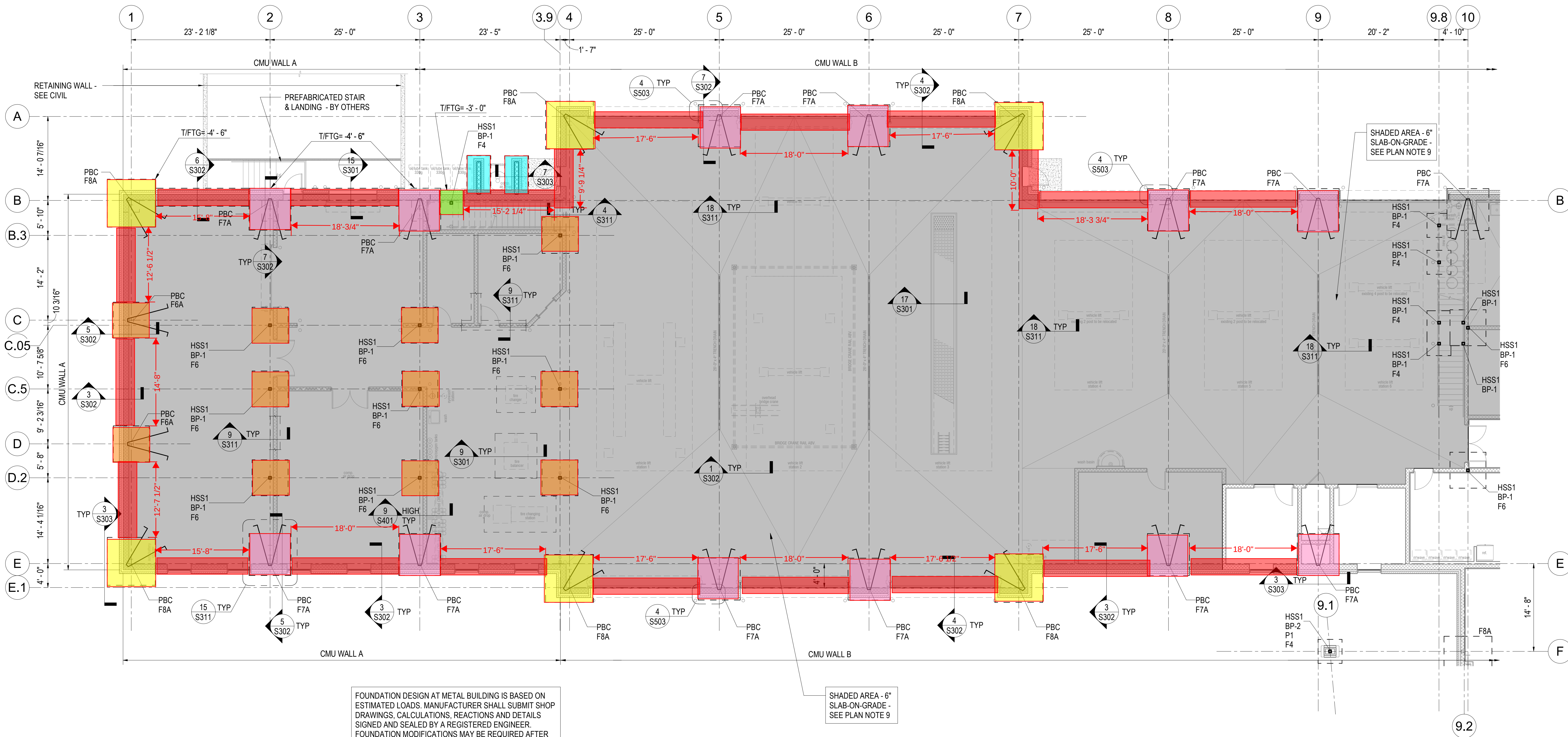
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L+A Job No. 2110
01.22.23

PARTIAL
FOUNDATION
PLAN - AREA 'A'

S101

sheet



F4 Footer = 1 ea
1x4x4x1.25 = 20CF

F5A footers = 11 ea
11x6x6x1.25 = 527 CF

F7A Footers = 12 ea
12x7x7x1.25 = 735 CF

F8A Footers = 6 ea
6x8x8x1.25 = 480 CF

Footers at Compressor = 2ea
2x6.5x4.5x1.25 = 75 CF

Perimeter Turndown (approx 337' total length, 2' wide)
340x2x1.25 = 850 CF

TOTAL UNDERCUT based on footers at Area A
= 2,687 CF = 100 CY at 1'-3" depth average

TYPICAL INTERIOR CMU WALL
(UNLESS NOTED OTHERWISE):
VERT. #5 AT 48" O.C.
HORIZ. W1.7 WIRE REINF AT 16"

HSS1 = HSS 5x5x3/8
PBC = PRE-ENGINEERED METAL
BUILDING COLUMN (BY OTHERS)

- SHEET GENERAL NOTES:
- SEE S301 FOR STRUCTURAL ABBREVIATIONS, SYMBOLS, AND LEGENDS.
 - SEE S302 AND S303 FOR STRUCTURAL GENERAL NOTES.
 - SEE S3XX SERIES FOR TYPICAL FOUNDATION DETAILS.
 - SEE 1 / S301 FOR BASE PLATE AND ANCHOR BOLT SCHEDULE.
 - SEE 5 / S301 FOR PEDESTAL/PILASTER SCHEDULE.
 - SEE 6 / S301 FOR FOOTING SCHEDULE.
 - SEE S301 FOR BASE PLATE AND ANCHOR BOLT DETAILS.

- SHEET SPECIFIC NOTES:
- T/SLAB EL = 0'-0" UNO. SEE ARCH AND CIVIL FOR REFERENCE ELEVATION.
 - T/FTG EL = (2'-0") BELOW REFERENCE ELEVATION UNO.
 - T/ELEV MAT = (4'-0") UNO. COORDINATE W/ ARCH & VENDOR DWGS.
 - FOUNDATIONS ARE CENTERED ON COLUMNS AND WALLS UNO.
 - PROVIDE REINF AT SLAB RE-ENTRANT CORNERS. SEE 2 / S311.
 - PROVIDE ISOLATION JOINTS AT STEEL COLUMNS. SEE 3 / S311.
 - TYPICAL SLAB-ON-GRADE SHALL BE A 4-INCH THICK CONCRETE SLAB PLACED OVER A VAPOR BARRIER AND 6" OF GRANULAR MATERIAL TYP UNO. REINFORCE WITH WWF 6X6-W2.1XW2.1 PLACED IN FLAT SHEETS AND SECURED IN TOP THIRD OF SLAB THICKNESS.
 - SLAB-ON-GRADE LOCATED IN MECH ROOMS SHALL BE A 6-INCH THICK CONCRETE SLAB PLACED OVER A VAPOR BARRIER AND 6" OF GRANULAR MATERIAL UNO. REINFORCE WITH WWF 6X6-W2.9XW2.9 PLACED IN FLAT SHEETS AND SECURED IN TOP THIRD OF SLAB THICKNESS.
 - SLAB-ON-GRADE LOCATED AT SPECIFIC AREAS IN THE PRE-ENGINEERED METAL BUILDING (MAINTENANCE, STORAGE AREA ETC) SHALL BE A 6-INCH THICK CONCRETE SLAB PLACED OVER A VAPOR BARRIER AND 6" OF GRANULAR MATERIAL UNO. REINFORCE WITH WWF 6X6-W4.0XW4.0 PLACED IN FLAT SHEETS AND SECURED IN TOP THIRD OF SLAB THICKNESS.
 - WP = CMU WALL PANEL REINFORCING.
 - WP1: #5 AT 24" VERT, W1.7 WIRE REINFORCEMENT AT 16" HORIZONTAL
 - WP2: #5 AT 32" VERT, W1.7 WIRE REINFORCEMENT AT 16" HORIZONTAL
 - SEE CMU NOTES ON SHEET S401 FOR CMU WALL REQUIREMENTS.
 - SEE CMU LINTEL SCHEDULE FOR REQUIREMENTS AT OPENINGS. SEE 7/S401.
 - COORDINATE EDGE OF SLAB DIMENSIONS WITH ARCH DWGS.
 - SEE ARCH DWGS FOR DIMENSIONS, RECESSES AND SLOPES NOT INDICATED.

PEMB EXTERIOR CMU WALL SCHEDULE		
CMU WALL	CMU WALL THICKNESS	VERTICAL REINFORCING
A	12"	(2)#6 AT 48" ONE BAR EACH FACE
B	12"	(2)#6 AT 24" ONE BAR EACH FACE

PROVIDE HORIZ BOND BEAMS W/(2) # 5 AT 4'-0" O.C. MIN
(VERTICAL SPACING) IN ALL 12" CMU EXTERIOR WALLS

1

1/8" = 1'-0"

FOUNDATION PLAN - AREA A

BARON CONSTRUCTION LLC
PUBLIC WORKS AND COMMUNITY DEVELOPMENT
SERVICES FACILITY

CHANGE ORDER REQUEST

16

PROJECT PROPOSAL REQUEST

Date: 21 August 2023

Proposal Request #: PPR-6

Project: City of LaVergne Public Works and Community Services Facility

L+A Project #: 2110

The Owner and Architect request an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within fourteen (14) days or notify the Architect in writing of the anticipated date of submission.

Description of Proposed Modifications to the Contract Documents:

Specification Section: Civil

Drawing Number(s): C-804, Detail 604 – Fire Meter Assembly

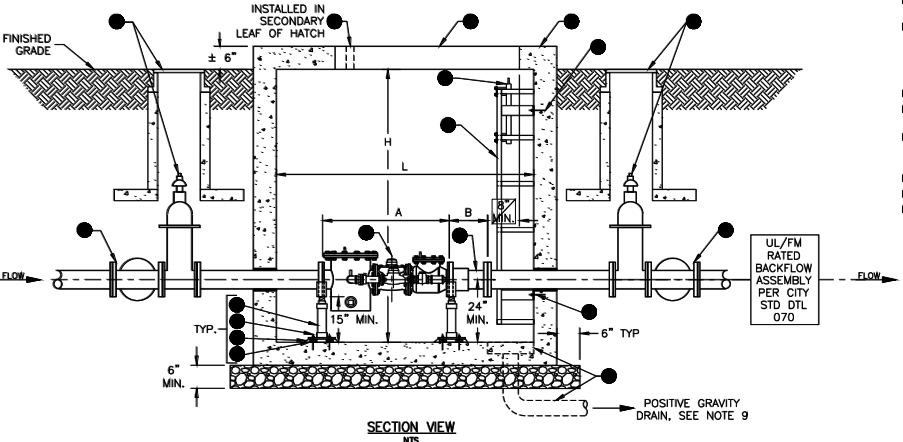
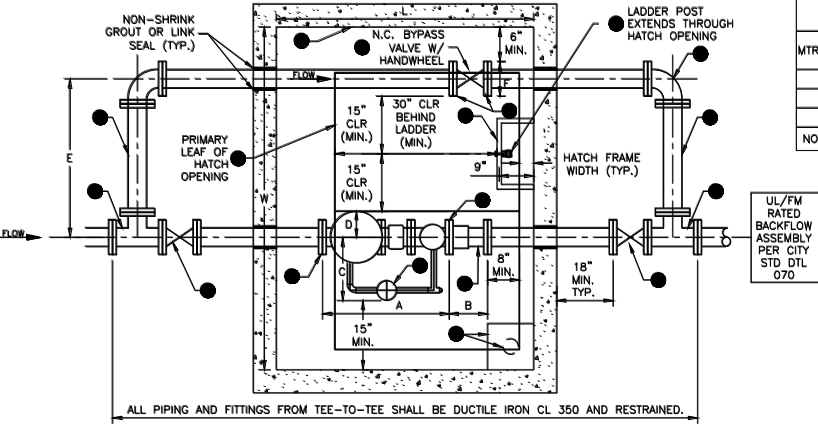
Description:

Replace the detail shown on the Contract Drawings with the latest City Standard Detail which is attached. This drawing is named 315277-CV01-CSD-4.

End of Proposal Request



THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.



MTR SIZE	METER LENGTH	RFCA LENGTH	METER BYPASS WIDTH	METER WIDTH	PIPE SEPARATION	FLANGE C.D.	MIN. INTERNAL DIMENSIONS (I.D.)				
							PRECAST VAULT			ACCESS HATCH	
							W	L	H	WIDTH	LENGTH
4"	33"	9"	17"	7"	42"	9"	8'	6'	6'	72"	48"
6"	45"	10"	25"	10"	46"	11"	8'	6'	6'	72"	48"
8"	53"	10"	23"	13"	50"	14"	8'	7'	6'	72"	48"

- NOTE: DIMENSIONS TO 1 INCH, FRACTIONS ROUNDED UP. CENTERLINE OF VAULT PIPING 24" ABOVE VAULT FLOOR.
- NOTES:
- ROMAC RFCA, OR APPROVED EQUIVALENT.
 - BADGER METER'S RECORDALL FIRE SERIES COMBINED FIRE AND DOMESTIC WATER METER ASSEMBLY, PER CITY. FIXTURE COUNT AND WATER APPLICATION SHALL BE SUPPLIED TO CITY WATER METER DEPT. AND CITY SHALL DETERMINE AND SELECT THE APPROPRIATE METER SIZE AND METER TYPE.
 - ACCESS HATCH: DOUBLE LEAF AL FRAME WITH SS COMPONENTS; HALLIDAY W2S; HALLIDAY H2W H2O RATED LID FOR OFF-STREET/INDIRECT TRAFFIC AREAS; DIMENSIONS AS SHOWN, OR APPROVED EQUALS. *DO NOT INSTALL IN DIRECT TRAFFIC; DESIGNED FOR OFF-STREET LOCATIONS NOT SUBJECTED TO HIGH DENSITY TRAFFIC. PRIMARY LEAF OF HATCH SHALL BE POSITIONED OVER THE ACCESS LADDER OF THE VAULT.
 - ALUMINUM FIXED LADDER: RUNGS 9" OFF VAULT WALL. 12" VERTICAL SPACING. (FIRST RUNG >7" AND < 12" FROM FLOOR). LADDER FRAME STOPS 2" FROM CEILING (MINIMUM). ANCHOR LADDER EVERY 4 FEET (MIN.).
 - GATE VALVE WITH VALVE BOX PER CITY STD. DTL. 030. *TYPICAL VALVE BOX SETTING INSIDE & OUTSIDE OF PAVEMENT. VALVE SHALL BE FL (TEE SIDE) x MJ (VAULT SIDE) STYLE.
 - DUCTILE IRON TEE (AWWA FLANGED TYP.) W/ BURIED SERVICE RATED GASKETS & 304 SS BOLTS, NUTS, & LOCKING WASHERS TORQUED TO AWWA SPEC FOR FLANGED FITTINGS.
 - DUCTILE IRON 90-DEGREE BEND (MECHANICAL JOINT WITH MEGALUG EA. END).
 - PRECAST CONCRETE VAULT, 5,000 PSI (DIMENSIONS AS SHOWN).
 - SUMP DRAIN: POSITIVE GRAVITY DRAIN WITH 4" SCH 40 PVC WHERE POSSIBLE, ELSE 3" DEEP SUMP, FLOOR SLOPED 2% TO DRAIN/SUMP.
 - LADDER POST TO EXTEND ABOVE HATCH TO FACILITATE VAULT ACCESS; BILCO LU-4, JL LP-4, OR APPROVED EQUIVALENT.
 - ADJUSTABLE PIPE SUPPORT SADDLE ASTM 304 S.S., TRUMBULL ITEM NO. 364-583X OR ENGINEER APPROVED EQUAL WITH 2" SCH 40 EXTENSION PIPE 304 S.S. ADJUSTABLE PIPE SUPPORTS SHALL BE SIZED TO FIT PIPE/METER FLANGES. 15" CLEAR SPACE BETWEEN PIPE FLANGE AND VAULT FLOOR, VAULT CEILING HEIGHT SHALL CONSIDER RISING STEM AND YOKE GATE VALVE OPERATION HEIGHT.
 - BYPASS GATE VALVE (UL LISTED & FM APPROVED, FLxFL) WITH HANDWHEEL OPERATOR (N.C.)
 - METER TRANSDUCER: CORE 2" HOLE IN SECONDARY LEAF OF THE HATCH FOR ATTACHING METER TRANSDUCER, AND SUPPLY SUFFICIENT CORD LENGTH SO HATCH LID CAN BE OPENED.
 - (4) 5/8" REDHEAD S.S. CONCRETE ANCHOR BOLTS WITH 5/8" S.S. HEX HEAD ANCHOR NUT AND 1" 5/8" S.S. WASHER DRILL AND MOUNT INTO CONCRETE WITH 3" MINIMUM EMBEDMENT.
 - 1" THICK NON-SHRINK GROUT LEVELING COURSE.
 - 1" STAINLESS STEEL SPACER UNDER BASEPLATE.
 - PIPE SPOOL SHALL BE DIP FACTORY FLANGE (NO BOLT-ON OR SCREW-ON) BY PLAIN END.

4"-8" FIRE & DOMESTIC METER
AND VAULT ASSEMBLY

N.T.S.
Revised January 2023
STANDARD DETAIL 023
CITY OF LA VERGNE, TENNESSEE
G & M File No. 442-56
© 2023 Griggs & Maloney, Inc.



REFERENCE

1. REFER TO SHEET C804 REV 1 FOR RECORD DRAWING.

Civil & Environmental Consultants, Inc.
117 Seaboard Lane · Suite E-100 · Franklin, TN 37067
615-333-7797 · 800-763-2326
www.cecinc.com

CITY OF LA VERGNE
PUBLIC WORKS AND COMMUNITY
DEVELOPMENT SERVICES FACILITY
LA VERGNE, RUTHERFORD COUNTY, TN

CIVIL SUPPLEMENTARY DRAWING NO. 4

DRAWN BY:	JMK	CHECKED BY:	JMK	APPROVED BY:	RGM	FIGURE NO.:
DATE:	JULY. 2023	DWG SCALE:	N.T.S	PROJECT NO:	315-277	CSD-4



CO #	DATE
23043	10/18/2023

Subject: Changes to Fire Vault
Requested By: Roy Bruce (Baron Construction)

CUSTOMER

Baron Construction
652 Old Ezell Rd
Nashville, TN 37217

PROJECT

La Vergne Public Works (AL-262)
PROJECT #: AL-262
1500 East Nir Shreibman Boulevard
La Vergne, TN 37086

Item Name	Qty	Price/Unit	Total
Price Adjustment for New Approved Vault	1	\$-6,646.00	\$-6,646.00
Cost to Core New Holes in Vault	1	\$935.00	\$935.00
Labor to Seal Original Holes in Vault	4	\$125.00	\$500.00
P&O	1	\$150.00	\$150.00

Subtotal \$-5,061.00
Total \$-5,061.00



FEL-NASHVILLE WATERWORKS #1233
660-A MASSMAN DRIVE
NASHVILLE, TN 37210-0000

Phone: 615-986-5918
Fax: 615-823-1849

Deliver To: .
From: Derek Jerde
Comments:

08:55:37 SEP 07 2023

Page 1 of 1

FERGUSON WATERWORKS #1233

Order Confirmation
Phone: 615-986-5918
Fax: 615-823-1849

Order No: 0017588
Order Date: 09/05/23
Writer: DDJ

Req Date: 12/05/23

Ship Via:
Terms: NET 10TH PROX

Sold To: ALLEGIANT PROPERTY SOLUTION
106 PUBLIC SQUARE SUITE 112
GALLATIN, TN 37066

Ship To: ALLEGIANT PROPERTY SOLUTION
La Vergne Public Works
1500 East Nir Shreibman Blvd.
LA VERGNE, TN 37086

Cust PO#: FIRE VAULT

Job Name: La Vergne Public Works

Item	Description	Quantity	Net Price	UM	Total
	RAY 813-326-0582				
SP-JCMVCLV8X6X6	8X6X6 CITY LA VERGNE W/SUMP X4 HOLE	1	11500.000	EA	11500.00
SP-HW2S072048CBD	W2S ACCESS F&C 48X72	1	3150.000	EA	3150.00
SP-CDFEE	CRANE & DELIVERY FEE-VARIES DISTANC	1			

Net Total:
Tax:
Freight:
Total:

WARRANTY PROVISIONS

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your orders:

<https://survey.medallia.com/?bidsorder&fc=1233&on=1822>

PUB City of Lavergne - Public Works and Community Development Services Facility

Qty	UM	Description / Comments	Bid Price	Ext Price
8" x 6" Tapping Assembly:				
DR14 C900 PVC Pipe				
1,220	FT	6 C900 DR14 PVC GJ Blue Pipe		
DR14 C900 PVC Pipe:				
Marking Tape & Wire				
1	EA	3 X 1000 Underground Detectable Water Blue		
1,500	M	12 Gauge 500 FT Irrigation TRACER WIRE Blue		
Marking Tape & Wire:				
6" Gate Valve Assembly				
1	EA	6 Mechanical Joint Resilient Wedge Ductile Iron Open Left GATE Valve Less Accessories		
2	EA	6 Ductile Iron Mechanical Joint Wedge Restraint Gland Pack *ONELOK		
1	EA	VLV BOX F&C WATER		
1	EA	18X6 CNCRT VLV BX *X		
1	EA	12X6 CNCRT VLV BX *X		
4	EA	12X4 CNCRT FOOTER BLOCK *X		
6" Gate Valve Assembly:				
6" Fire Meter Vault & Bypass Assembly				
2	EA	6 X 12 Mechanical Joint C153 Long Sleeve Less Accessories		
2	EA	6X6'0 Flange X PE Cement Lined Bituminous Tar Ductile Iron Spool		
2	EA	6 Ductile Iron 125# C110 Flange Tee		
3	EA	6 Flanged Resilient Wedge Ductile Iron Outside Screw & Yoke Open Left GATE Valve		
1	EA	6X2'6 Flange X Flange Cement Lined Bituminous Tar Ductile Iron Spool		
1	EA	6 X 2 FIRE SERV ASSY		
3	EA	6X1'0 Flange X Flange Cement Lined Bituminous Tar Ductile Iron Spool		
2	EA	6 Ductile Iron 125# C110 Flange 90 BEND		
1	EA	6X10'0 Flange X PE Cement Lined Bituminous Tar Ductile Iron Spool		
1	EA	6 Ductile Iron STD DUTY Restraint ZIP Flange		
2	EA	6 PVC Wedge Restraint Gland Pack *ONELOK		
2	EA	6 Ductile Iron Mechanical Joint Wedge Restraint Gland Pack *ONELOK		
15	EA	6 ZN 150# RR Full Face 1/8 Flange Set		
1	EA	15x7x7 Concrete Meter Vault	\$18,145.00	\$18,145.00
1	EA	48 X 48 Aluminum HATCH Cover	\$3,150.00	\$3,150.00
Note: All spool lengths to be confirmed by contractor prior to ordering.				
6" Fire Meter Vault & Bypass Assembly:				
6" DDC Backflow Assembly				
2	EA	6 Mechanical Joint C153 90 BEND Less Accessories		
2	EA	6X6'0 Flange X PE Cement Lined Bituminous Tar Ductile Iron Spool		
2	EA	6 Ductile Iron 125# C110 Flange 90 BEND		

BARON CONSTRUCTION LLC
PUBLIC WORKS AND COMMUNITY DEVELOPMENT
SERVICES FACILITY

CHANGE ORDER REQUEST

18



CO #	DATE
23037	09/29/2023

Subject: Changes to Oil/Water Separator
Requested By: Roy Bruce (Baron Construction)

CUSTOMER

Baron Construction
652 Old Ezell Rd
Nashville, TN 37217

PROJECT

La Vergne Public Works (AL-262)
PROJECT #: AL-262
1500 East Nir Shreibman Boulevard
La Vergne, TN 37086

Item Name	Qty	Price/Unit	Total
Oil/Water Separator Material Price PLEASE NOTE: - THESE UNITS ARE MADE-TO-ORDER AND ARE NON-CANCELABLE AND NON-RETURNABLE ONCE FABRICATION BEGINS. - THE "C" DIMENSION IS 53-1/2" TALL. IF THAT NEEDS TO BE CHANGED WE WOULD NEED TO KNOW THE HEIGHT THEY WOULD NEED TO ADD FOR THE -E EXTENSION. THIS CAN NOT BE ADDED AFTER THE UNIT IS MADE.	1	\$64,071.25	\$64,071.25
Initial Oil/Water Separator Material Price Credit	1	\$-2,997.97	\$-2,997.97
Additional Labor for Installation due to Size Increase	1	\$3,000.00	\$3,000.00
P&O	1	\$6,407.32	\$6,407.32

Subtotal \$70,480.60
Total \$70,480.60

QUOTE



Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in lieu of our standard terms. We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
225342	FORTILINE NASHVILLE	6405359	10/18/23	1

CUSTOMER	PROJECT INFORMATION
ALLEGiant PROPERTY SOLUTIONS 106 PUBLIC SQUARE SUITE 112 GALLATIN, TN 37066	43-LAVERGNE PUBLIC WORKS O/W ADD 2

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			***** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY ***** LAVERGNE, TN 37086 ENGINEER: C.E.C. PLAN DATE: AUGUST 2023 UTILITY: CITY OF LAVERGNE STORM LINE ONLY ZURN TRAFFIC RATED OIL/WATER SEPARATOR Z1188-ST-350-6IP-HD OIL INTERCEPTOR W/INTEGRAL STORAGE TANK W/6 IP THD CONNECTION TRAFFIC RATED PLEASE NOTE: - THESE UNITS ARE MADE-TO-ORDER AND ARE NON-CANCELABLE AND NON-RETURNABLE ONCE FABRICATION BEGINS. - THE "C" DIMENSION IS 53-1/2" TALL. IF THAT NEEDS TO BE CHANGED WE WOULD NEED TO KNOW THE HEIGHT THEY WOULD NEED TO ADD FOR THE -E EXTENSION. THIS CAN NOT BE ADDED AFTER THE UNIT IS MADE. Package Sub-total:		
120	1	EA		52,831.2500	52,831.25
340	2	EA	PVC STORM DRAIN PIPE	97.2500	194.50
350	2	EA	6" SCH80 PVC ADPT HXM 6"X4" SCH40 DWV BUSHING SXH	67.3900	134.78

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
225342	43-LAVERGNE PUBLIC WORKS O/W ADD 2	6405359	10/18/23	2

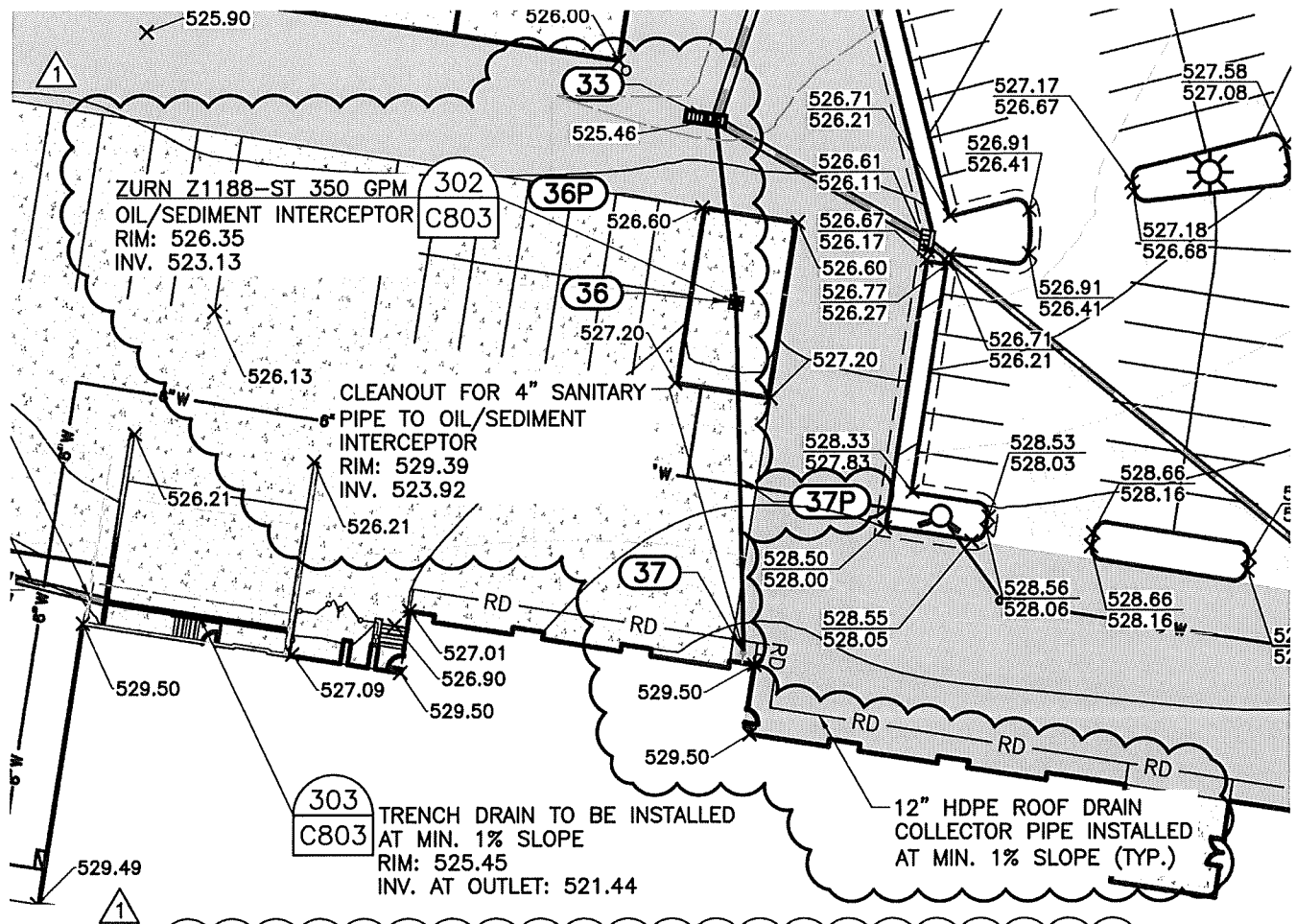
LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
360	20	FT	4" SCH40 PVC PIPE BE	6.8500	137.00
370	2	EA	4" CPLG HAN/ADSXCI/PVC 70-44	29.9500	59.90
380	1	EA	QUART PVC GLUE HVY DUTY CLEAR OATEY	23.5000	23.50
390	1	EA	QUART PURPLE PRIMER CLEANER OATEY	24.2500	24.25
Package Sub-total:					573.93
420	120	FT	HDPE STORM DRAIN PIPE 4" N12 ASTM F2648 PIPE IB/ST NON-DOT	1.9500	234.00
430	1	EA	4" SGW SPLIT CAP 0431AA	2.1100	2.11
Package Sub-total:					236.11
460	1	EA	4" STORM DRAIN C/O ASSEMBLY 4" N12 WYE 0480ST	28.8500	28.85
470	1	EA	4" N12 45 0494ST	24.0700	24.07
480	20	FT	4" N12 ASTM F2648 PIPE IB/ST NON-DOT	1.9500	39.00
490	1	EA	4" N12 CLEANOUT 0474AG	45.7900	45.79
500	1	EA	JBS 8006 VALVE BOX M/STORM	259.0000	259.00
510	1	EA	12" CONCRETE VALVE BOX	52.0000	52.00
520	4	EA	CONCRETE VLV BOX FOOTER BLOCK	10.9500	43.80
550	1	EA	BRASS C/O IF NEEDED: 4" CLEAN OUT ZN-1400-4NL-HD NEO-LOCK EXTRA-HEAVY DUTY	195.9500	195.95
Package Sub-total:					688.46
PROJECT MANAGER REINALDO NIEVES OFFICE (615) 641-4335					
Subtotal:					54,329.75
Tax:					3,916.84
Bid Total:					58,246.59

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By DP2 10/18/23 13:43:42

P:\300-000\302-397-CADD\Draw Civil Supplementary Drawings\315277-CV01-CSD No. 1.dwg(CSD-5) LS:(8/15/2023 - mklein) - LP: 8/15/2023 11:23 AM



Structure Table				
Structure Name	RIM E.	INVERT IN	INVERT OUT	REMARKS
33	525.46	34P = 522.01 36P = 522.71	33P = 521.50	DOUBLE AREA DRAIN
36	526.35	37P = 523.13	36P = 523.13	OIL/SEDIMENT INTERCEPTOR
37	529.39		37P = 523.92	CLEANOUT

*STRUCTURE 33 RIM AND INVERT ELEVATIONS WERE UPDATED
BASED ON AN AS-BUILT SURVEY PROVIDED BY RAWSO

Pipe Table				
Pipe Name	Size (in)	Length (ft)	Slope	MATERIAL
36P	4	41.5	1.00%	HDPE
37P	4	78.7	1.00%	HDPE

REFERENCE

1. REFER TO SHEET C301 REV 1 FOR RECORD DRAWING.



Civil & Environmental Consultants, Inc.

117 Seaboard Lane · Suite E-100 · Franklin, TN 37067
615-333-7797 · 800-763-2326

www.cecinc.com

CITY OF LA VERGNE
PUBLIC WORKS AND COMMUNITY
DEVELOPMENT SERVICES FACILITY
LA VERGNE, RUTHERFORD COUNTY, TN

CIVIL SUPPLEMENTARY DRAWING NO. 5

DRAWN BY:	JMK	CHECKED BY:	JMK	APPROVED BY:	RGM	FIGURE NO.:
DATE:	AUGUST 2023	DWG SCALE:	N.T.S	PROJECT NO:	315-277	CSD-5

P:\300-000\302-397-CADD\Drawings\Civil Supplementary Drawings\315277-CV01-CSD No. 1.dwg[CSD-6] LS:(8/15/2023 - mkleh) - LP: 8/15/2023 11:28 AM

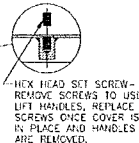
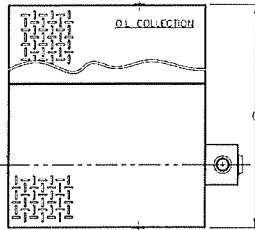


Z1188-ST
LARGE CAPACITY OIL INTERCEPTOR
W/ INTEGRAL STORAGE TANK

SPECIFICATION SHEET

TAG _____

Dimensional Data (inches and [mm]) are Subject to Manufacturing Tolerances and Change Without Notice



Flow Rate GPM [L] Min.	Oil Storage Tank Cap. Gal. [L]	No. of Covers Trap	Tank
75 [284]	125 [473]	1	1
100 [379]	250 [946]	1	1
125 [473]	250 [946]	2	2
150 [568]	250 [946]	2	2
200 [757]	400 [1514]	2	2
250 [946]	400 [1514]	2	2
300 [1136]	400 [1514]	2	2
350 [1325]	700 [2650]	2	2
400 [1514]	700 [2650]	2	2
450 [1703]	700 [2650]	2	2
500 [1893]	700 [2650]	2	2

Flow Rate GPM [L] Min.	Inlet/ Outlet Size	Water Capacity Gal. [L]	Approx. Wt. Lbs. [kg]	Dimensions in Inches						
				C	D/E	F	G	H	J	
75 [284]	3 [76]	88 [333]	615 [279]	22-3/4 [578]	18-1/2 [470]	51-3/8 [1305]	65-3/8 [1661]	29-1/4 [743]	15-1/2 [394]	
100 [379]	3 [76]	159 [602]	800 [363]	27 [686]	23 [584]	60-3/8 [1534]	82-3/8 [2092]	35-1/4 [895]	19-3/4 [502]	
125 [473]	3 [76]	208 [787]	1450 [658]	30-1/8 [765]	24-1/2 [622]	64-1/4 [1632]	84-5/8 [2150]	36 [914]	21 [533]	
150 [568]	4 [102]	235 [890]	1640 [743]	30-3/4 [781]	25-1/4 [641]	68-1/4 [1734]	82-3/4 [2102]	38-11/16 [983]	21-5/8 [549]	
200 [757]	4 [102]	333 [1261]	1950 [885]	35-1/2 [901]	29-7/8 [759]	71-3/8 [1813]	92-3/4 [2356]	43-1/2 [1105]	26-3/8 [670]	
250 [946]	5 [127]	445 [1685]	2850 [1202]	41 [1041]	36 [914]	75-1/2 [1918]	95-5/8 [2429]	40-3/4 [1035]	32-1/2 [825]	
300 [1136]	5 [127]	664 [2514]	3400 [1542]	46-1/4 [1175]	39-5/8 [1006]	82-3/8 [2092]	92-3/8 [2346]	48-1/16 [2221]	37-3/4 [959]	
* 350 [1325]	6 [152]	1006 [3808]	4000 [1814]	50-1/2 [1283]	43-7/8 [1114]	103-1/8 [2619]	104-3/4 [2661]	61-15/16 [1573]	40-3/8 [1026]	
400 [1514]	6 [152]	1266 [4792]	4700 [2132]	54-1/4 [1378]	47-5/8 [1210]	110-1/8 [2797]	102-5/8 [2607]	66-9/16 [1691]	44-1/8 [1121]	
450 [1703]	6 [152]	1575 [5962]	5200 [2359]	55-1/4 [1403]	48-5/8 [1235]	123-1/8 [3127]	102-7/8 [2613]	75-1/4 [1911]	44-5/8 [1133]	
500 [1893]	6 [152]	1695 [6416]	5500 [2495]	57-1/4 [1454]	51-5/8 [1311]	124-1/8 [3153]	103-5/8 [2632]	73-15/16 [1878]	48-1/8 [1222]	

ENGINEERING SPECIFICATION: ZURN Z1188-ST Acid Resistant Coated interior and exterior fabricated steel oil interceptor, with bronze cleanout plug and visible double wall trap seal, removable combination pressure equalizing/flow diffusing baffle and sediment bucket, adjustable oil draw-off, vent connections, secured gasketed non-skid cover, complete with flow control fitting and left hand integral storage tank. Regularly furnished with inlet and outlet in high position. Note: location of outlet from bottom of interceptor cannot be changed.

OPTIONS (Check/specify appropriate options)

PREFIXES
___ Z Acid Resistant Coated Fabricated Steel*

SUFFIXES
___ E Integral Acid Resistant Coated interior and exterior fabricated steel extension section. (Specify 'C' Dim. required) for recessed installation.
___ HD Heavy-duty traffic cover rated at 10,000 lbs. maximum safe live load. An increased 'C' dim. is required when -HD option is specified. (See -HD option specification sheet)
___ K Anchor flange 1 3/4 [44] down from top and 2 [51] wide. A 3 [76] minimum extension height is required when anchor flange (-K) option is specified. (Specify 'C' Dim. height required.)
___ KC Anchor flange 1 3/4 [44] down from top and 2 [51] wide with clamp collar. A 3 [76] minimum extension height is required when anchor flange (-KC) option is specified. (Specify 'C' Dim. height required.)
___ STR Storage tank on right hand side when facing the inlet.

CONTRACTOR TO SUPPLY FITTINGS TO TRANSITION FROM PIPE
SIZE SHOWN ON SHEET C301 TO INLET/OUTLET SIZE SHOWN
ON THIS DETAIL

*REGULARLY FURNISHED UNLESS OTHERWISE SPECIFIED

REV. C DATE: 7/2/08 C.N. NO. 98720
DWG. NO. 82890 PRODUCT NO. Z1188-ST

ZURN INDUSTRIES, LLC • SPECIFICATION DRAINAGE OPERATION • 1801 Pittsburgh Ave. • Erie, PA 16514
Phone: 814/455-0921 • Fax: 814/454-7929 • World Wide Web: www.zurn.com
In Canada: ZURN INDUSTRIES LIMITED • 3544 Nashua Drive • Mississauga, Ontario L4V1L2 • Phone: 905/405-8272 Fax: 905/405-1292

DETAIL 302
OIL/SEDIMENT INTERCEPTOR
N.T.S.

REFERENCE

1. REFER TO SHEET C803 REV 1 FOR RECORD DRAWING.



Civil & Environmental Consultants, Inc.

117 Seaboard Lane • Suite E-100 • Franklin, TN 37067
615-333-7797 • 800-763-2326

www.cecinc.com

CITY OF LA VERGNE
PUBLIC WORKS AND COMMUNITY
DEVELOPMENT SERVICES FACILITY
LA VERGNE, RUTHERFORD COUNTY, TN

CIVIL SUPPLEMENTARY DRAWING NO. 6

DRAWN BY: JMK CHECKED BY: JMK APPROVED BY: RGM
DATE: AUGUST 2023 DWG SCALE: N.T.S. PROJECT NO: 315-277

FIGURE NO.:

CSD-6