

WORKSHOP AGENDA

Board of Mayor and Aldermen

September 26, 2024 @ 6:30 PM

For the October 3, 2024 Regular Meeting @ 7:00 PM

- Call meeting to order.
- Determine quorum.
- Prayer by Pastor Randy Berg.
- Pledge of Allegiance by Boy Scout Troop 340.

ORDER OF BUSINESS

1. Approve Minutes: August 29, 2024 Workshop and September 3, 2024 Regular Meeting.
2. Public Comment Period.
3. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant

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.)

4. Consent Agenda Items:
 - A. Approve Application for a Roadblock to be Conducted by the Shriners from 9:00 a.m. until 2:00 p.m. on Saturday, October 26, 2024, with a Rain Date of Saturday, November 2, 2024, at the Intersection of Murfreesboro Road and Stones River Road.
 - B. Approve Agreement with Verified First, LLC to Conduct Employment Background Checks.
 - C. Approve the Renewal of the Employee Benefits Package for 2025.
 - D. Approve Contract Amendment with Kimley-Horn for the Extension of Dobson Knob Trail to the Proposed Blair Road Extension.
 - E. Approve Amendment #1 to the 2024 League Facility User Agreement with Universal Sports League / La Vergne Baseball Softball Association.
 - F. Approve Change Order #4 with Baron Construction, LLC, for the Public Works and Community Development Services Facility.

- G. Approve Modification #2 to the Professional Services Agreement with TTL, Inc. for Structural Inspection and Testing Services for the City of La Vergne Public Works and Community Development Services Facility.
- H. Approve Change Order #1 with W&O Construction Company, Inc. for the Water System SCADA Upgrades Project.
- I. Approve Amendment #1 to the Grant Contract #75903 with the State of Tennessee, Department of Environment and Conservation for the Brookside Park.
- J. Approve Utility Line Easement for Nashville Electric Service to Allow the Removal of the Power Pole from the Roundabout on Stones River Road.

NEW BUSINESS

- 5. **Resolution #2024-26** - 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.
- 6. **Resolution #2024-27** - A Resolution to Approve a Land Acquisition Policy for Additional Real Property Interests Needed for the Blair Road West Project.
- 7. Motion to Authorize the Mayor to Execute a Settlement Agreement Regarding the Cochran Lawsuit. (An Executive Session will be held on Thursday, October 3, 2024 at 6:00 p.m.)
- 8. **Appoint or Remove Board / Committee Members:**
 - A. Beautification and Arts Advisory Committee. (One term is vacant.)
 - B. Historical Preservation Advisory Committee. (One term is vacant.)
 - C. Parks & Recreation Advisory Committee. (One term is vacant.)
- 9. Discussion - Traffic Calming Program.

MAYOR / ALDERMEN COMMENTS

ADJOURN

MINUTES OF THE REGULAR WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON AUGUST 29, 2024, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The August 29, 2024 regular workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:30 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, and Alderman Dennis Waldron. Alderman Kara Hobbs was absent.

Mayor Cole stated that he would lead the prayer and that Alderman Haas would lead the Pledge of Allegiance at the Regular Meeting on September 3, 2024.

ORDER OF BUSINESS

1. Approve Minutes: August 6, 2024 Workshop and August 8, 2024 Regular Meeting,

No action was taken.

2. Presentations:

A. Fire Station #41 Grand Opening Plaque – Alderman Kara Hobbs. (Meeting only)

No action was taken.

3. Public Comment Period.

No one spoke.

4. Department Reports:

A. Police Department.

B. Fire Department.

C. Parks & Recreation Department.

D. Library.

E. Finance Department.

F. Water Treatment Plant.

Department reports will be given at the September 3, 2024 regular meeting. No action was taken.

OLD BUSINESS

5. **Second Reading - Ordinance #2024-13 - An Ordinance to Amend Title 20, Chapter 4 of the La Vergne Municipal Code Regarding Public Records.**

Mayor Cole explained the ordinance.

No action was taken.

6. **Second Reading - Ordinance #2024-14 - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.**

Mayor Cole explained the ordinance.

No action was taken.

7. **Second Reading - Ordinance #2024-15 - An Ordinance to Amend the Fiscal Year 2024-2025 General Fund Budget.**

Mayor Cole explained the ordinance.

No action was taken

CONSENT AGENDA

8. **Consent Agenda Items:**

A. **Approve or Reject City Bids and Purchases:**

1. Bid - Asphalt Paving and Materials.
2. Sole Source Purchase - Magnet Forensics GrayKey Software.
3. Sourcewell Contract Purchase - Front Loader for the Water and Sewer Departments.
4. Sourcewell Contract Purchase - Asphalt Compaction Roller for the Street Department.
5. State Contract Purchase - Wheel Saw (Trencher) for the Water Department.
6. Sole Source Purchase - Two Muffin Monster Grinders for the Hollandale Sewer Lift Station.

B. **Approve Professional Services Agreement with JMT, Inc. for the Right-**

of- Way Acquisition Consulting Services for the South Waldron Road Widening Project.

- C. **Approve Amendment #1 to the Clinic Share Agreement between Premise Health Employer Services, LLC, the Town of Smyrna, the City of La Vergne and Unipres U.S.A., Inc.**
- D. **Approve Proposal, Sales Agreement and Maintenance Agreements with MTR and Lease Agreement with JEG Capital for the Police Department Copy Machine and the Assistant City Administrator Copy Machine.**
- E. **Approve Amendment to Agreement with Placer Labs, Inc. for Economic Development Services.**

Mayor Cole explained each item.

Public Works Director Michael Dietz approached the podium to explain the bid for asphalt paving.

Chief Chris Moews made comments about the Magnet Forensics GrayKey software.

Mr. Dietz explained the Muffin Monster grinders for the Hollandale Sewer lift station.

Engineering Director Gary Lide approached the podium and fielded questions from the Board regarding the South Waldron Road widening project.

No action was taken.

NEW BUSINESS

9. **Resolution #2024-21 - 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.**

Mayor Cole explained the resolution.

No action was taken.

10. **Resolution #2024-22 - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Property Conservation Matching Grant Program.**

Mayor Cole explained the resolution.

No action was taken.

11. **Resolution #2024-23 - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Judy Housley Safety Partners Matching Grant Program.**

Mayor Cole explained the resolution.

No action was taken.

12. **Resolution #2024-24 - A Resolution Authorizing the City of La Vergne to Participate in the HGAC Cooperative Purchasing Program.**

Mayor Cole explained the resolution.

No action was taken.

13. **Resolution #2024-25 - A Resolution to Donate a Surplus Fire Prevention Trailer to the City of Eagleville.**

Mayor Cole explained the resolution.

No action was taken.

14. **Appoint or Remove Board / Committee Members:**

A. **Beautification and Arts Advisory Committee. (One term is vacant)** Mayor Cole spoke about the committee and vacancy.

B. **La Vergne Industrial Development Board. (One term is vacant.)** Mayor Cole spoke about the board and vacancy.

No action was taken.

MAYOR / ALDERMEN COMMENTS

Alderman Waldron wished everyone a happy Labor Day and reminded everyone to check on their pets and the elderly.

Alderman Haas asked everyone to stay safe over the Labor Day weekend.

Vice-Mayor Noe reminded everyone about the Carnival that is in town this week.

Mayor Cole reminded everyone about the Carnival and to stay safe over the Labor Day weekend. He also asked everyone to be mindful of not speeding.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 6:54 p.m.

Mayor

City Recorder

Approved: _____

MINUTES OF THE REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON SEPTEMBER 3, 2024, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The September 3, 2024 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 Mayor Cole. The Pledge of Allegiance was led by Alderman Haas.

ORDER OF BUSINESS

1. Approve Minutes: August 6, 2024 Workshop and August 8, 2024 Regular Meeting.

A motion, made by Alderman Haas, seconded by Vice-Noe, to approve the minutes of the August 6, 2024 Workshop and the August 8, 2024 Regular Meeting, was adopted with all voting AYE, except Alderman Waldron, who voted NO.

2. Presentations:

A. Fire Station #41 Grand Opening Plaque – Alderman Kara Hobbs.

Chief Beasley presented Alderman Hobbs with the Grand Opening Plaque for Fire Station 41.

3. Public Comment Period.

No one spoke.

4. Department Reports:

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

B. Fire Department. Fire Chief Ronny Beasley gave the report for the Fire Department.

- C. **Parks & Recreation Department.** Mr. David McGowan gave the report for the Parks & Recreation Department.
- D. **Library.** Ms. Donna Bebout gave the report for the Library.
- E. **Finance Department.** Ms. Danielle Brown gave the report for the Finance Department.
- F. **Water Treatment Plant.** Mr. Dwayne Lowery gave the report for the Water Treatment Plant.

Vice-Mayor Noe asked about the parade and throwing candy. A discussion ensued. City Attorney Evan Cope and City Administrator Bruce Richardson explained the risks and liability of throwing candy during the parade. A discussion ensued.

OLD BUSINESS

5. **Second Reading - Ordinance #2024-13 - An Ordinance to Amend Title 20, Chapter 4 of the La Vergne Municipal Code Regarding Public Records.**

A motion was made by Mayor Cole, seconded by Alderman Haas, to approve Ordinance #2024-13 on second reading, was adopted following a roll-call vote.

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

6. **Second Reading - Ordinance #2024-14 - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.**

A motion was made by Vice-Mayor Noe, seconded by Alderman Haas, to approve Ordinance #2024-14 on second reading, was adopted following a roll-call vote.

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

7. **Second Reading - Ordinance #2024-15 - An Ordinance to Amend the Fiscal Year 2024-2025 General Fund Budget.**

A motion was made by Alderman Haas, seconded by Alderman Haas, to approve

Ordinance #2024-15 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

8. Consent Agenda Items:

A. Approve or Reject City Bids and Purchases:

- 1. Bid - Asphalt Paving and Materials.**
- 2. Sole Source Purchase - Magnet Forensics GrayKey Software.**
- 3. Sourcewell Contract Purchase - Front Loader for the Water and Sewer Departments.**
- 4. Sourcewell Contract Purchase - Asphalt Compaction Roller for the Street Department.**
- 5. State Contract Purchase - Wheel Saw (Trencher) for the Water Department.**
- 6. Sole Source Purchase - Two Muffin Monster Grinders for the Hollandale Sewer Lift Station.**

B. Approve Professional Services Agreement with JMT, Inc. for the Right-of-Way Acquisition Consulting Services for the South Waldron Road Widening Project.

C. Approve Amendment #1 to the Clinic Share Agreement between Premise Health Employer Services, LLC, the Town of Smyrna, the City of La Vergne and Unipres U.S.A., Inc.

D. Approve Proposal, Sales Agreement and Maintenance Agreements with MTR and Lease Agreement with JEG Capital for the Police Department Copy Machine and the Assistant City Administrator Copy Machine.

E. Approve Amendment to Agreement with Placer Labs, Inc. for Economic Development Services.

A motion was made by Vice-Mayor Noe, seconded by Mayor Cole, to approve the consent agenda as recommended, was adopted with all voting AYE.

NEW BUSINESS

9. Resolution #2024-21 - 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.

A motion was made by Alderman Haas, seconded by Alderman Hobbs, to approve

Resolution #2024-21, was adopted following a roll-call vote.

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

10. **Resolution #2024-22 - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Property Conservation Matching Grant Program.**

A motion was made by Mayor Cole, seconded by Vice-Mayor Noe, to approve Resolution #2024-22, was adopted following a roll-call vote.

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

11. **Resolution #2024-23 - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Judy Housley Safety Partners Matching Grant Program.**

A motion was made by Mayor Cole, seconded by Alderman Hobbs, to approve Resolution #2024-23, was adopted following a roll-call vote.

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

12. **Resolution #2024-24 - A Resolution Authorizing the City of La Vergne to Participate in the HGAC Cooperative Purchasing Program.**

A motion was made by Alderman Haas, seconded by Vice-Mayor Noe, to approve Resolution #2024-24, was adopted following a roll-call vote.

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

13. Resolution #2024-25 - A Resolution to Donate a Surplus Fire Prevention Trailer to the City of Eagleville.

A motion was made by Mayor Cole, seconded by Alderman Haas, to approve Resolution #2024-25, was adopted following a roll-call vote.

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

14. 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 Ross Howard to the La Vergne Industrial Development Board, following a roll call vote.

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

MAYOR / ALDERMEN COMMENTS

Alderman Waldron reminded everyone to check on their pets and the elderly. He also made comments about this month being Library Card month and reminded everyone to start winterizing their homes.

Alderman Hobbs thanked Fire Chief Ronny Beasley for his leadership.

Alderman Haas reminded everyone about the upcoming Fall Festival.

Vice-Mayor Noe made comments about the Fall Festival parade.

Mayor Cole made comments about the Carnival. He thanked Boy Scouts for coming to the Planning Commission meeting this week and reminded everyone about the Fall Festival coming up. He also congratulated Employee Engagement Administrator Leah Presley on her safety award from Public Entity Partners. He made comments about wanting to explore a traffic calming study in the City for public roads.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 7:57 p.m.

Mayor

City Recorder

Approved: _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 26, 2024

Item #: 4.A. Approve Application for a Roadblock to be Conducted by the Shriners from 9:00 a.m. until 2:00 p.m. on Saturday, October 26, 2024, with a Rain Date of Saturday, November 2, 2024, at the Intersection of Murfreesboro Road and Stones River Road.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Roadblock Application

Summary:

The Shriners have submitted a request to conduct a roadblock at the intersection of Murfreesboro Road and Stones River Road on Saturday, October 26, 2024 between 9:00 a.m. and 2:00 p.m.

Background Information:

The Shriners have submitted a request to conduct a roadblock at the intersection of Murfreesboro Road and Stones River Road on Saturday, October 26, 2024 between 9:00 a.m. and 2:00 p.m. with a rain date of Saturday, November 2, 2024. The board must approve this request for them to conduct the roadblock.

Financial Summary:

There is no financial impact on 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: AUGUST 26
2. Phone Number: [REDACTED]
3. Organization Name: SHRINERS
4. Contact Name: COWLEY DYKES
5. Address: [REDACTED]
LAVERGNE, TN
6. Date of Event: OCT 26 2024
7. Time of Event: 9 AM - 2 PM
8. Alternate Rain Date: NOV 2 2024
9. Location of Roadblock: MURFREESBORO ROAD AND STONES RIVER ROAD
10. Description of Event: TAKING DONATIONS FOR SHRINERS
HOSPITALS FOR CHILDREN

(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.

Cowley Dykes
Applicant Signature

Date: AUGUST 26, 2024



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 26, 2024

Item #: 4.B. Approve Agreement with Verified First, LLC to Conduct Employment Background Checks.

Department: Human Resources

Presented By: Andrew Patton

Item Attachments: 1. City of La Vergne - Service Agreement Verified First

Summary:

Verified First offers quick, intuitive, and compliant background screening services. We built our custom software platform specifically to ensure a better experience for all hiring professionals. Our solutions help a wide variety of industries complete both verification checks and drug screening solutions such as County, State, and Federal Criminal Searches, Nationwide Sex Offender Registry Searches, Employment, Education, and professional verification of instant Lab-Based Drug Testing Manual Collection, Drug Testing, Lab-Based Drug Testing, I9 & E-Verify. Along with each service, we offer industry-specific packages and à la carte options that allow you to cater our services to all of your screening needs.

With a 98% customer satisfaction rating, we've helped thousands of companies across the country improve their hiring process through attentive customer service care. Not only is our screening software vast and user-friendly, but it's also 100% compliant and PBSA accredited. In fact, all of our screening processes are designed to assist you in keeping compliant with the Fair Credit Reporting Act (FCRA) and Equal Employment Opportunity Commission (EEOC) laws.

Background Information:

The City of La Vergne conducts a third-party background check on all applicants for future hiring, and current employees for ongoing monitoring of potential criminal activity. The current vendor has been providing services for many years and with the launch of Dayforce, additional vendors became possible. Verified First has full integration with Dayforce and also offers ongoing MVR monitoring, which is something the City currently does through the

State of TN annually. This is a more robust program providing additional services that are needed for review.

Financial Summary:

The cost for the basic criminal and MVR (motor vehicle record) check with Verified First is \$67.45 lower than our current vendor. The projected savings annually is over \$3,000.

Staff Recommendation:

The City Attorney has reviewed and approved the agreement. Staff recommends approval.



New Hire	Price	QTY	Subtotal
Social Security Address Trace Report	\$2.00	1	\$2.00
Nationwide Sex Offender Registry	\$2.50	1	\$2.50
Nationwide Criminal Database	\$4.50	1	\$4.50
7 Yr Unlimited County Criminal Records	\$17.50	1	\$17.50
Individual county level criminal search on each county lived in for the last seven years of residence history pulled from the Social Security Trace. Excludes any pass-through fees or manually added counties			
Subtotal			\$26.50
Discount			\$0.00
Tax			\$0.00
Total			\$26.50

New Hire + MVR	Price	QTY	Subtotal
Social Security Address Trace Report	\$2.00	1	\$2.00
Nationwide Sex Offender Registry	\$2.50	1	\$2.50
Nationwide Criminal Database	\$4.50	1	\$4.50
7 Yr Unlimited County Criminal Records	\$17.50	1	\$17.50
Individual county level criminal search on each county lived in for the last seven years of residence history pulled from the Social Security Trace. Excludes any pass-through fees or manually added counties			
MVR - Motor Vehicle Report	\$4.00	1	\$4.00
Subtotal			\$30.50
Discount			\$0.00
Tax			\$0.00
Total			\$30.50

1. Includes Sex Offender, Global Homeland Security, and Office of Foreign Asset Control database searches. 2. Individual products billed at quoted price. Prices exclude any pass-through, access, or data fees. 3. Address history from credit headers, utilities, etc. Does not determine the eligibility of employees to work in the U.S. Crosschecks with Social Security Death Index. 4. Counties listed on Social Security Address Trace. Prices exclude any pass-through, access, or data fees. 5. Certain industries capped at three counties.

Al La Carte	Price
Employment Credit Report PEER Report: Provides information about the applicant's credit history, public records, outstanding debt, payment history, and late payments and defaults, and credit inquiries. One-time \$95 on-site inspection fee required. Cancellation \$20.	\$10.50
eScreen eCup+ Instant Urine 10 Panel Cutoff Levels (Initial/Confirmation ng/mL) Amphetamine(500/250) Methamphetamine (500/250) Cocaine (150/100) Marijuana (50/15) Opiates (2000/2000) Phencyclidine (25/25) Barbiturates (300/300) Benzodiazepines (300/300) Methadone (300/300) Oxycodones (100/100)	\$39.00
Federal Criminal Records: District of Residence Cases involving: white-collar crimes, embezzlement, kidnapping, illegal sale of firearms, pornographic exploitation of children, drug trafficking.	\$9.50
Monthly MVR Monitoring Monthly recurring fee for all active drivers in Monitoring Pool. Fee is based on active employees, not necessarily the just the employees that are being monitored	\$4.00
Motor Vehicle Report (MVR)(6) License class, status, violations, and accidents. Excludes any pass-through fees.	\$4.00
Motor Vehicle Report w/Monitoring (6) Pulls license class, status, violations, and accidents. Optionally enable MVR Monitoring for your driver. *Excludes any pass-through fees	\$4.00
Nationwide Criminal Database Multi-jurisdictional search of millions of state and county records. Database is compiled from counties, department of corrections and administrative courts. (1)	\$4.50
Nationwide Sex Offender Registry Search of the National Sex Offender Registry.	\$2.50
Social Security Address Trace (3) Reveals address history based on credit applications, utility bills, and similar filings.	\$2.00
State Criminal Records (7) - Alias or Additional Search Discount Applied on additional names or searches.	\$1.75

Unlimited County Criminal Records - 7 Year Lookback**\$17.50**

Individual county level criminal search on each county lived in for the last seven years of residence history pulled from the Social Security Trace. Excludes any pass-through fees or manually added counties.(4,5)

Unlimited Federal Criminal Records: 7-Year Districts of Residence**\$15.50**

Cases involving: white-collar crimes, embezzlement, kidnapping, illegal sale of firearms, pornographic exploitation of children, drug trafficking.

County Criminal Records - 7 Year Lookback**\$11.00**

Uncovers misdemeanors and felonies within a specific county's Central or County Seat court. Excludes any pass-through fees.

All prices are per name, per search, unless otherwise noted. The pricing being offered is based off of an average monthly volume of 8 orders placed.

Background Screening Footnotes:

1. Includes Sex Offender, Global Homeland Security, and Office of Foreign Asset Control database searches.
2. Individual products billed at quoted price. Prices exclude any pass-through, access, or data fees.
 - 2.1. Individual products billed at fixed-fee price. Excludes any pass-through, access, or data fees.
3. Address history from credit headers, utilities, etc. Does not determine the eligibility of employees to work in the United States. Crosschecks with Social Security Death Index.
4. Counties listed on Social Security Address Trace. Prices exclude any pass-through, access, or data fees.
5. Certain industries capped at three most recent counties. Prices exclude any pass-through, access, or data fees.
6. Prices subject to change. Prices exclude any pass-through, access, or data fees. Available states/territories include: Alabama, Alaska, American Samoa, Colorado, Connecticut, Delaware, District of Columbia (Washington DC), Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Michigan, Minnesota, Missouri, Mississippi, Montana, Nebraska, New Jersey, New Mexico, New York NYOCA, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington State, West Virginia, Wisconsin.
7. Fee charged per individual verification. Three attempts made at each reference. Prices exclude any pass-through, access, data fees.
8. Credit Inspection required to meet Federal regulations. One-time \$95 inspection fee.
9. 'Preferred' testing sites incur additional site fee.
10. The Vaccine Fee will vary from clinic to clinic. This fee will be passed through on the invoice.

§ 613. Public record information for employment purposes [15 U.S.C. § 1681k]

- (a) **In general.** A consumer reporting agency which furnishes a consumer report for employment purposes and which for that purpose compiles and reports items of information on consumers which are matters of public record and are likely to have an adverse effect upon a consumer's ability to obtain employment shall—
- (1) at the time such public record information is reported to the user of such consumer report, notify the consumer of the fact that public record information is being reported by the consumer reporting agency, together with the name and address of the person to whom such information is being reported; or
 - (2) maintain strict procedures designed to insure that whenever public record information which is likely to have an adverse effect on a consumer's ability to obtain employment is reported it is complete and up to date. For purposes of this paragraph, items of public record relating to arrests, indictments, convictions, suits, tax liens, and outstanding judgments shall be considered up to date if the current public record status of the item at the time of the report is reported.
- (b) **Exemption for national security investigations.** Subsection (a) does not apply in the case of an agency or department of the United States Government that seeks to obtain and use a consumer report for employment purposes, if the head of the agency or department makes a written finding as prescribed under section 604(b)(4)(A).

VERIFIED FIRST END-USER AGREEMENT

Version 2.1 – November 1, 2022

THIS END-USER AGREEMENT ("Agreement") is made and entered into by and between Verified First, LLC, an Idaho Limited Liability Company with offices at 1120 S Rackham Way, Suite 300. Meridian, Idaho 83642. its subsidiary and affiliate corporations, successors, and assigns ("Company") and:

_____ (legal business entity name)
doing business as _____ (hereafter “End-User”). This Agreement shall be effective on the date of first signature below (the “Effective Date”) provided a counter-signature is obtained.

1. General

End-User is engaged in the business of [REDACTED]. End-User represents and agrees that it is a legal entity in good standing with a legitimate permissible purpose for requesting the Services offered by Company (see Verified First's [FCRA Notice to Users](#)).

In connection with the Services (as such term is defined at www.verifiedfirst.com/definitions), provided pursuant to the terms of this Agreement, Company strives to deliver accurate and timely information products to assist End-User in making intelligent and informed decisions for a permissible purpose under applicable law. To this end, Company assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories and third-party researchers. End-User understands that these information sources and resources are not maintained by Company. Therefore, Company does not guarantee that the information provided from these sources is accurate or current. Nevertheless, Company has in place reasonable procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

2. End-User's Certification of Fair Credit Reporting Act (FCRA) Permissible Purpose(s)

a) End-User hereby certifies that all of its orders for information products from Company shall be made, and the resulting consumer reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, permissible purposes only

i) for employment purposes, defined as the purpose of evaluating a consumer for employment, promotion, reassignment, or retention as an employee (§ 1681b-(a)(3)(B)), with the written authorization of the consumer.

b) End-User will certify the specific permissible purpose at the time the report is requested.

3. End-User's Certification of Legal Compliance

a) End-User certifies to Company that the information products it receives will not be used in violation of any applicable federal, state or local laws, including, but not limited to the Fair Credit Reporting Act and Title VII of the Civil Rights Act of 1964. End-User accepts full responsibility for complying with all such laws, including any state consumer reporting laws or requirements, and for using the information products it receives from Company in a legally acceptable fashion. To that end, End-User agrees to comply with and provide all statutorily required notices under the Fair Credit Reporting Act or other state laws when using information products. End-

User further accepts full responsibility for all consequences of use and/or dissemination of those products. End-User further agrees that each consumer report will only be used for a one-time use.

b) End-User agrees to have reasonable procedures for the fair and equitable use of consumer background information and to secure the confidentiality of private information. End-User agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports. End User agrees to abide by Addendum A attached hereto which is incorporated into and is part of this Agreement. By using a Company Service, End-User acknowledges and understands the practices described in Company's Privacy Policy and the actual collection, use, and disclosure of End-User-furnished information in accordance with Company's Privacy Policy available at <https://legal.verifiedfirst.com/#/legal#privacy-policy>.

c) As a condition of entering into this Agreement, End-User certifies that it has in place reasonable procedures designed to comply with all applicable local, state and federal laws pertaining to consumer reporting. Company will only keep information it provides to End-User for the lesser of two (2) years or as required by applicable law. End-User certifies that it will retain information it receives from Company in accordance with applicable law and will make such information available to Company upon request. In addition, End-User agrees to abide by all Ban the Box laws and certifies that it will not conduct a background check until after conditional offer of employment has been provided. End-Users seeking credit information certify to Company that they have obtained written authorization and provided all disclosures required by applicable federal, state or local laws, regulations and ordinances to the consumer in connection with such requests and must provide information and agree to Addendum B before Company can provide credit information to End-User. Addendum B is incorporated into and is part of this Agreement, if applicable. End-User acknowledges and agrees to notify its employees that End-User can access credit information only for the permissible purposes listed in the FCRA.

d) End-User understands that the credit bureaus require specific written approval from Company before the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, businesses that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscriptions companies, individuals involved in spiritual counseling or persons or entities that are not an End-User or decision maker.

e) End-User represents that, if it orders credit reports, End-User will have a policy and procedures in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by End-User, substantially varies from the address the credit bureau has on file for that consumer.

f) End-User hereby acknowledges that it has received a copy of the Summary of Rights (16 C.F.R. Part 601, Appendix A) and Notice of Users of Consumer Reports (16 C.F.R. Part 601, Appendix C), and Remedying the Effects of Identity Theft available at www.verifiedfirst.com/fcra-notifications.

h) When Information Products are Used for Employment Purposes

(i) If the information products End-User obtains from Company are to be used for an employment purpose, End-User certifies that prior to obtaining or causing a "consumer report" to be obtained, a clear and conspicuous disclosure, in a document consisting *solely of the*

disclosure, has been made in writing to the consumer explaining that a consumer report may be obtained for employment purposes. Such disclosure satisfies all requirements identified in the FCRA. End-User also certifies that the consumer has authorized, in writing, the obtaining of the report by End-User. If an investigative consumer report (as defined by the FCRA) is obtained, End-User certifies a separate disclosure will be obtained and such disclosure satisfies all requisite disclosure requirements for investigative consumer reports. End-User certifies that it also has provided the consumer with any notices or disclosures required under applicable state and local law. End-User understands and agrees that Company will not initiate a report for Employment Purposes in the absence of a written authorization. End-User certifies that each time it orders a report, it is reaffirming the above certifications.

(ii) Prior to taking adverse employment action based in whole or in part on the information products provided by Company, End-User will provide to the consumer: (1) a copy of the report, and (2) a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act." After the appropriate waiting period, End-User will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act.

(iii) Before taking adverse action based on a criminal record the EEOC Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions recommends that you perform an individualized assessment and or other considerations. To obtain a copy of this EEOC Enforcement Guidance please go to the following website:

http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm.

(iv) Please note, as it relates to criminal history information, Company only reports conviction records and will report a minimum of seven (7) years of conviction information, where allowed by applicable law. Company does not report non-conviction information unless a case is pending with a next court date scheduled and does not report information relating to infractions, summary offenses, violations or other sub-criminal information.

(v) Company complies with all FCRA and state and local laws that restrict the reportability of certain types of adverse information about a consumer. To ensure compliance with such laws, End-User acknowledges and agrees that when including any information about a consumer in a consumer report, Company follows the most restrictive reporting restrictions based on the consumer's residence address. End-User understands that some state laws allow Company to report convictions where the date of disposition is older than seven years provided the consumer residing in the state is being considered for a position with an annual salary that equals to, or is reasonably expected to equal, \$25,000 or more. End-User certifies that if it seeks to have access to convictions with a disposition date that is older than seven years, such information will only be sought for consumers applying for employment with End-User who are being considered for a position with an annual salary that equals, or is reasonably expected to equal, \$25,000 or more.

i) Investigative Consumer Reports

In addition to the disclosure requirements identified above, if the consumer makes a written request for a complete and accurate disclosure of the nature and scope of the investigation requested within a reasonable amount of time after the consumer's receipt of disclosure, End-User will provide consumer with a complete and accurate written disclosure of the nature and scope of the investigation requested. End-User agrees to provide this information to the consumer no later than five (5) days after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the later.

j) International Criminal Record Searches

End-User understands that searches of international background screening will be conducted through the services of a third-party independent contractor. Because of differences in foreign laws, language, and the way foreign records are maintained and reported, Company cannot be either an insurer or guarantor of the accuracy of the information reported. End-User therefore releases Company and its affiliated companies, officers, agents, employees, and independent contractors from any liability whatsoever in connection with erroneous information received because of an international background screening report.

k) National/Multi-State Database Searches

Company recommends that End-User screen its applicants or employees at the county court-house or online system, federal, and multi-state/nationwide database levels. End-User understands that if it chooses not to conduct searches at these levels, Company cannot be held responsible for any records that exist that are not included in the End-User's coverage requested. End-User further understands that the multi-state/nationwide database report will only be offered in conjunction with a county-level verification of any records found and that End-User will bear any additional costs associated with this verification.

l) Text Messaging (SMS) Service

If End-User requests the Company to communicate with consumers via text message to a phone number disclosed by the consumer, End-User understands that it is responsible for obtaining all necessary authorizations for compliance with the Telephone Consumer Protection Act ("TCPA") permitting the Company and its service providers to send text messages to the disclosed phone number. End-User certifies that it will only request the Company to communicate with consumers via text message only after End-User has obtained such authorization(s).

End-User represents and warrants that End-User's use of the Services will not violate any applicable law or regulation. End-User further represents and warrants that End-User will only communicate with individuals in a manner that does not cause either the Company or the End-User to violate any applicable statute, rule, or regulation relating to the use of e-mail, telephonic calls, text messages, SMS messages, "in-app" communications, or similar methods of communicating with individuals who may be the target of the Services obtained by the End-User.

4. Additional Requirements for Motor Vehicle Records (MVRs) and Driving Records

End-User hereby certifies that Motor Vehicle Records and/or Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act ("DPPA", at 18 U.S.C. § 2721 *et seq.*) and any related state laws. End-User further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain "driving records," evidence of which shall be transmitted to Company in the form of the consumer's signed release authorization form. End-User also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by an applicant or employee. End-User shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means.

5. Warrants

In the course of completing background checks, Company may uncover active arrest warrants which are outstanding against the subject. In these cases, Company may be contacted by the law enforcement agency seeking the subject. End-User understands that Company will furnish to law enforcement any information contained within the subject's file to assist in the apprehension of the subject. Additionally, Company may contact End-User, and End-User agrees to release to Company, all information End-User may have which will further the apprehension of the wanted individual.

6. General Provisions

a) End-User agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the information products addressed herein, except as required by law. End-User may not assign or transfer this Agreement without the prior written consent of Company. In addition, End-User shall immediately notify Company of any of the following events: change in ownership of End-User (over 50%), a merger, change in name or change End-user's business. The parties understand that this Agreement is for the sole benefit of Company and End-User and no third party shall be deemed a third-party beneficiary of this Agreement. If any of the provisions of this Agreement become invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impacted. By agreement of the parties, Tennessee law shall guide the interpretation of

this Agreement, if such interpretation is required. All litigation arising out of this Agreement shall be commenced in TENNESSEE, and the parties hereby consent to such jurisdiction and venue. Any written notice by either party shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below. This Agreement shall be construed as if it were jointly prepared. Both parties agree that this Agreement constitutes all conditions of service, present and future. Changes to these conditions may be made only by mutual written consent of an authorized representative of End- User and an officer of the Company. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.

b) If End-User is permitted to request consumer reports for employment purposes via Company's website, then, in addition to all other obligations, End-User agrees to abide by such additional conditions that may be imposed to utilize the website, provide all required certifications electronically, to maintain complete and accurate files containing all required consent, authorization and disclosure forms with regard to each consumer for whom a report has been requested, and maintain strict security procedures and controls to assure that its personnel are not able to use End-User's Internet access to obtain reports for improper, illegal or unauthorized purposes. End-User agrees to obtain the consumer's electronic consent to receive any legal or other notices electronically. End-User agrees to allow Company to audit its records at any time, upon reasonable notice given. Breaches of this Agreement and/or violations of applicable law discovered by Company may result in immediate suspension and/or termination of the account, legal action and/or referral to federal or state regulatory agencies.

c) Company requires criminal history background checks for any authorized user of End-User to determine whether the authorized user can be trusted to use the Services and information derived from the Services only for a legitimate business purpose and not disclose such information except as permitted by this Agreement and applicable law. As allowed by law, such background checks must not reveal any felony or misdemeanor conviction for the seven (7) years preceding the date that the employee of End User gains access to the Verified First Background Screening Portal. End-User must retain each background check report for as long as an individual is an authorized user and for two years thereafter and will make such background check reports available for review by Company upon reasonable request.

7. Monitoring Products

It is the sole responsibility of End-User, and End-User represents and warrants that it maintains reasonable procedures, to promptly notify Company of any personnel changes that are relevant to ensuring accuracy of the checks performed in connection with the monitoring products and appropriate access control, including but not limited to MVR, Healthcare Compliance and Criminal. In addition, End-User shall comply with all applicable federal, state and local laws in connection with use of the monitoring products, including but not limited to any additional consent requirements under California law.

8. Confidentiality

a) To the extent permitted by Tennessee law, neither party shall reveal, publish, or otherwise disclose any Confidential Information to any third party without the prior written consent of the other party. "Confidential Information" means all Proprietary Intellectual Property (defined below) or secret data; sales or pricing information relating to either party, its operations, employees, products, or services; and all information relating to any customer, potential customer, Agent, and/or independent sales outlet. Either party may disclose Confidential Information in response to a valid order of a court or other governmental body or as may otherwise be required by law to be disclosed, provided that the disclosing party gives sufficient notice to the other party to enable the other party to take protective measures. The Parties agree to always keep this information confidential during the term of this Agreement and continuing for five years after receipt of any Confidential Information. Notwithstanding anything to the contrary herein, in no event shall Company be required to destroy, erase or return any consumer reports or applicant data related thereto in Company's files, all of which Company shall maintain as a consumer reporting agency in strict accordance with all applicable federal, state, and local laws.

b) In connection with Services, End-User may have access to Confidential Information relating to Company's intellectual property, including but not necessarily limited to trade secrets, service marks, trademarks, trade names, logos, symbols, brand names,

software, technology, inventions, processes (that are subject to a patent or otherwise pending) collectively “Proprietary Intellectual Property.” End-User acknowledges and agrees that Company is the sole exclusive owner of all right, title and interest in such Proprietary Intellectual Property and it shall not disclose to any third party the nature or details of any such Proprietary Intellectual Property. End- User further agrees that it has no right to publish, reproduce, prepare derivative works based upon, distribute, perform or otherwise display any of Company’s Proprietary Intellectual Property.

9. Independent Contractor

The parties agree that the relationship of the parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Except as authorized hereunder, neither party shall represent to third parties that it is the employer, employee, principal, agent, joint venture or partner with, or representative of the other party.

10. Fees and Payment

a) End-User must provide ACH debit information or a valid credit card to Company before End-User can order any services. If End-User opts for credit card, company charges a 4% fee, or such other amount as permitted by applicable laws. End-User is solely responsible for ensuring that payment information is always complete and accurate.

b) End-User agrees to pay nonrefundable fees and other charges or costs for Company background check services. Any charges or costs, including but not limited to surcharges and other fees levied by federal, state, county, other governmental agencies, educational institutions, employer verification lines and licensing agencies, incurred by Company in servicing End-User, will be passed onto End-User. At Company’s option, payments not received thirty (30) days after the date of the invoice may cause the account to be placed on temporary interruption, with no additional requests being processed until the balance due is paid in full or arrangements have been made with Company’s Accounts Payable Department. Accounts with invoices unpaid thirty (30) days or more will be assessed an interest charge of 1.5 % per month, as allowed by applicable law. Any concerns regarding invoices or line items must be brought to the attention of Company’s billing department within 15 days of the date of such invoice. A \$25 fee will be charged on all returned checks and nonsufficient funds.

c) End- User agrees that prices for services are subject to change without notice, although Company will make every reasonable effort to give notice of such change before it becomes effective. Any account that remains inactive for a period of twelve (12) months will be deemed inactive and may be terminated by the Company.

11. Warranties, Remedies, and Limitation of Liability

a) End-User understands that Company obtains the information reported in its information products from various third-party sources “AS IS”, and therefore is providing the information to End-User “AS IS”. End-User represents and warrants that End-User’s use of the Services will not violate any applicable law or regulation. End-User further represents and warrants that End-User will only communicate with individuals in a manner that does not cause either the Company or the End-User to violate any applicable statute, rule, or regulation relating to the use of e-mail, telephonic calls, text messages, SMS messages, “in-app” communications, or similar methods of communicating with individuals who may be the target of the Services obtained by the End-User.

b) Company makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose, or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity, or completeness of any information products and/or consumer reports, that the information products will meet End-User’s needs, or will be provided on an uninterrupted basis; Company expressly disclaims any and all such representations and warranties.

c) COMPANY WILL NOT BE LIABLE TO END-USER FOR DAMAGES, AND END-USER HEREBY RELEASES COMPANY FROM ANY LIABILITY FOR DAMAGES ARISING UNDER ANY THEORY OF LEGAL LIABILITY TO THE FULLEST EXTENT THAT END-USER MAY LEGALLY AGREE TO RELEASE COMPANY FROM LIABILITY FOR SUCH DAMAGES, NONETHELESS, IN THE EVENT COMPANY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE TO END-USER FOR ANY MATTER ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY, TORT OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), THE AMOUNT OF DAMAGES RECOVERABLE AGAINST COMPANY FOR ALL SUCH MATTERS WILL NOT EXCEED, IN THE AGGREGATE, **THE AMOUNT PAID TO COMPANY BY END-USER FOR THE SERVICE TO WHICH A GIVEN CLAIM RELATES PROVIDED PURSUANT TO THIS AGREEMENT**, AND RECOVERY OF THE AMOUNT IS END-USER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN THE EVENT COMPANY IS LIABLE TO END- USER FOR ANY MATTER RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY OR TORT (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), AND IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY OR REMEDY SET FORTH IN THIS AGREEMENT, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST COMPANY WILL NOT INCLUDE ANY AMOUNTS FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST INCOME, OR LOST SAVINGS, OR FOR ANY AMOUNTS WITH RESPECT TO CLAIMS AGAINST COMPANY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY FOR SUCH DAMAGES.

d) Company shall defend, indemnify, and hold harmless End-User, and its successors and assigns, officers, directors, employees, and agents, from and against any and all Losses brought or suffered by any third party arising from any actual breach of any obligation of Company under the Agreement; Company's (or its personnel's) violation of applicable laws; personal or bodily injury (including death) or property damage caused directly by Company; Company's (or its personnel) grossly negligent acts or willful misconduct.

e) Company does not guarantee End-User's compliance with all applicable laws in its use of reported information and does not provide legal or other compliance related services upon which End-User may rely in connection with its furnishing of reports. End-User understands that any documents, information, conversations or communication with Company's representatives regarding searches, verifications or other services offered by Company are not to be considered a legal opinion regarding such use. End-User agrees that

(1) it will consult with its own legal or other counsel regarding the use of background screening information, including but not limited to, the legality of using or relying on reported information and to review any forms as well as the content of prescribed notices, adverse or pre-adverse action letters and any attachments to this Agreement for compliance with all applicable laws and regulations and (2) the provision of such notices, pre- adverse or adverse action letters and the contents thereof is the sole responsibility of End-User not Company. End-User acknowledges and agrees that it has no obligation to use and is solely responsible for independently vetting the contents of, any sample forms that Company has provided to End-User in connection with this Agreement.

f) Company will keep information it provides to End-User in accordance with company's data retention policy, found in Addendum C below

12. Term and Termination

a) The term of this Agreement shall begin on the date it is executed by End-User and shall be in effect for one (1) year beginning on the last date of signature below and renewed automatically for one (1) year each year on its anniversary date, if no written notice is received by either party within thirty (30) days prior to end of term.

b) Except as otherwise provided for herein, either party may cancel this Agreement by giving thirty (30) day written notice to the other party. If End-User desires to terminate this Agreement, End-User agrees that it will pay Company for all services that have been provided prior to the effective date of termination. Company may terminate this Agreement immediately upon written notice if End-User is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if End-User undergoes a change in

ownership. Termination of this Agreement by either party does not release End-User from its obligation to pay for services rendered or other responsibilities and agreements made.

c) In addition to any and all other rights a party may have available according to law, if a party defaults by failing to perform any provision, term or condition of this Agreement the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have fifteen (15) days from the receipt of such notice to cure the default(s). Unless waived by party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

13. Force Majeure

End-User agrees that Company is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, terrorism, riots, embargoes, strikes, internet or telecommunication failures, acts by hackers or other malicious third parties, and/or Acts of God or governmental action) that prevent Company from meeting its obligations under this Agreement and such performance, except for any payment obligations of End-User, shall be excused to the extent that it is prevented or delayed by reason of any of the foregoing.

14. Waiver

The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement will not be construed as a waiver or subsequent breach of the same or any other covenant, term or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement be deemed a waiver by either party of its remedies or rights with respect to such a breach.

15. Severability

If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

16. Execution

This Agreement and all attachments, exhibits and addendums hereto, constitute the entire agreement of the parties and shall supersede any prior agreements governing the subject matter contained herein. Neither party will be bound by, and each specifically objects to, any provision that is different from or in addition to this Agreement (whether proffered verbally or otherwise), unless such provision is specifically agreed to in writing and signed by both parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so.

17. Signature

I certify that I am authorized to execute this Agreement on behalf of the company listed below. Further, I certify on behalf of such company, that the above statements are true and correct and agree for the company to the terms and conditions set forth in the Agreement.

On Behalf of End-User:

Company Name: _____

Company Street Address: _____

City: _____ State _____ Zip Code _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

Who is going to be your primary user with full administrative rights?

First Name: _____ Direct Phone: _____

Last Name: _____ Email: _____

I understand the pricing being offered is based off of an average monthly volume of 8 orders placed.

End-User Company is registered with the Secretary of State in the State of: _____

We plan to place our first order on or before: _____

On Behalf of Verified First, LLC

Signature: _____ Date: _____

Print Name: _____ Title: _____

ADDENDUM A

Access Security Requirements

The parties acknowledge they must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In accessing consumer information, End-User agrees to the following:

1. End-User will take reasonable procedures to protect its account number and password so that only key personnel employed by your company know this sensitive information, including not posting this information anywhere in the facility. End-User agrees to request an account password change immediately if a person who knows the password leaves its company or no longer needs to have access due to a change in duties.
2. End-User agrees that system access software, whether developed by your company or purchased from a third-party vendor, will have End-User's account number and password "hidden" or embedded and be known only by supervisory personnel. End-User will assign each user of its system access software a unique logon password. If such system access software is replaced by different access software and therefore no longer is in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, or if the password has been compromised or believed to be compromised in any way, End-User will change its password immediately.
3. End-User agrees it will not discuss its account number or password by telephone with any unknown caller, even if the caller claims to be an employee of Company.
4. End-User will restrict the ability to obtain consumer information to a few key personnel.
5. End-User agrees to place all terminal devices used to obtain consumer information in a secure location within its facility so that unauthorized persons cannot easily access them.
6. End-User agrees it will turn off and lock all devices or systems used to obtain consumer information.
7. End-User will secure hard copies and electronic files of consumer reports within its facility so that unauthorized persons cannot easily access them.
8. End-User agrees to shred and/or destroy all hard copy consumer reports when they are no longer needed and erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
9. End-User agrees to notify its employees that End-User can access credit information only for the permissible purposes listed in the Fair Credit Reporting Act.

ADDENDUM B

Documents Required Before Requesting Credit Report Information

Before End-User will be allowed to access credit report information, Company requires that End-User provide one (1) of the following items listed below (if End-User is not publicly traded) and also receive an onsite inspection to verify company information and physically review End-User's onsite location. Certain criteria must be met at the onsite inspection per requirements of the credit bureau. Cost for the onsite inspection will be the responsibility of the End- User and End-User will receive an invoice for any related costs and expenses from Verified First.

1. Business license status from a government web site (please include entire web page print out);
2. Business license, copy or documented verification.
3. Documented corporation verification with state or federal government.
4. Copy of Articles of Incorporation with proof of filing.
5. State and/or federal tax records originating from the state or federal government.
6. FDIC Certification; or
7. 501(c)(3) certificate for non-profit organizations.

If End-User is a publicly traded company, the following items are acceptable methods for verifying that the End-User is a bona fide entity:

1. Documentation of ticker symbol information from trading website.
2. Certified copy of audited annual or quarterly statements submitted to the SEC.

Addendum C

Verified First, LLC Privacy Policy

Revision Date: April 10, 2024

Please read this privacy policy (the "Privacy Policy") carefully to understand how Verified First, LLC, operating as VerifiedFirst.com, its subsidiary and affiliate corporations, successors, and assigns (collectively, "Verified First", "our", "us" or "we") uses and protects the information that we collect from (1) visitors to the VerifiedFirst.com, (2) all other websites owned and operated by Verified First that redirect to VerifiedFirst.com and all subdomains of VerifiedFirst.com, (collectively, the "Verified First Site"), (3) the users of the Verified First, portal and system integrations and extension add-ons (collectively, "Users").

This Privacy Policy applies to (1) information collected by Verified First through the Verified First Site; (2) any Verified First computer software downloadable or otherwise available from the Verified First Site ("Verified First Software"); and (3) any Verified First services purchased or otherwise made available from the Verified First Site ("Verified First Services").

This Privacy Policy does not apply to the practices of any third party websites, applications or services that Verified First does not own or maintain (collectively, "Third Party Services") or to any third parties who use the Verified First Application Programming Interface (API) to perform any function related to the Verified First ("Integrated Platforms"). Specifically, this Privacy Policy does not apply to any information or other content viewable via the Verified First on Integrated Platforms or information you provide to Third Party Services accessed via the Verified First. Verified First disclaims any responsibility for content or privacy policies of any Third-Party Services, as further detailed below.

This Privacy Policy also does not apply to any information, recorded in any form, about more than one individual where the identities of the individuals are not known and cannot be inferred from the information ("Aggregated Information"). Verified First reserves the right to use Aggregated Information in any legal way Verified First reasonably determines is appropriate.

By using a Verified First Service or otherwise providing us with your information, you acknowledge you understand the practices described in this Privacy Policy and the actual collection, use, and disclosure of your information in accordance with this Privacy Policy. If you do not understand the practices related to the collection, use and disclosure of your information in this way, please do not use any of the Verified First or otherwise provide Verified First with Personal Information.

We may update the terms of this Privacy Policy from time to time to reflect changes in Our information practices. If We make changes to these terms, We will post the new Privacy Policy at <https://legal.verifiedfirst.com/#/policies#privacy-policy> with a notice that the Privacy Policy has been updated. We may also notify you via email or other direct electronic communication method of any changes that, in our sole discretion, materially impacts your use of Verified First system or the treatment of your Personal Information. You are responsible for periodically visiting this Privacy Policy to check for changes. Your continued use of the Program is your acceptance of the Privacy Policy as revised.

Identification of when the Privacy Policy has last been updated is located at the top left corner of the page.

A. WHAT INFORMATION VERIFIED FIRST COLLECTS

Users utilize Verified First to order, view, and share results of Verified First Services. As part of this process, Verified First collects two (2) types of information about you or the individuals you are ordering services on: Personal and Non-Personal Information.

"Personal Information." Personal Information is any information about an identifiable individual (e.g. name, address, social security number, date of birth, telephone number and e-mail address), or an individual whose identity may be inferred or determined from the information. Verified First may collect Personal Information when you use the Verified First Services. You may either enter in the information manually by typing it, or it may be mapped via regular expressions on the HTML of the page you are ordering from. Verified First only collects personal information necessary to perform services you have engaged us to perform on your behalf.

“Non-Personal Information.” Non-Personal Information is information that does not, by itself, identify you as a specific individual (e.g. website visitations limited to Verified First domains or products). In addition to collection methods utilized for Personal Information above, Verified First may also collect Non-Personal Information automatically through use of technologies described below.

B. HOW VERIFIED FIRST COLLECTS INFORMATION

Registration. Prior to using one or more of the Verified First Services, Verified First may require you to provide certain Personal Information and Non-Personal Information to create an account (“Account”) or to enable features or functionality of the Verified First.

For Users, Verified First may gather Personal Information about organizational representatives via various methods (phone, email, online forms, in-person meetings) but only if such Personal Information is submitted voluntarily. Verified First may use such Personal Information for sales, marketing, and support of the Verified First. This Personal Information is never shared with third parties other than Third Party Service Providers utilized by a User in connection with Verified First Services, or as otherwise permitted by this Policy.

User communications: When you send email or other communications to Verified First, we may retain those communications in order to process your inquiries, respond to your requests and improve the Verified First.

Payment Information: When creating an Account, for certain Verified First Services, or when you make online purchases, you may be asked to provide information, which may include your payment instrument number (e.g., credit card), your name and billing address, and the security code associated with your payment instrument (e.g., the CSV) and other financial data (“Payment Information”). We use Payment Information to complete transactions and for the detection and prevention of fraud. When you provide Payment Information, we will store that data to help you complete future transactions without your having to provide the information again. We do not, however, retain the security code associated with your payment instrument (e.g., the CSV) in this manner. To remove or modify Payment Information,

contact us at billing@verifiedfirst.com. Note that Verified First reserves the right to retain Payment Information for as long as reasonably necessary to complete an existing transaction with you and for the detection and prevention of fraud after account closure or removal of Payment Information,

Third Party Databases. We may collect information about you from other sources including publicly available databases or third parties from whom we have purchased data. Aggregating this data with prior data allows us to evaluate our services’ effectiveness by analyzing our records.

Examples:

- Address information about you from third-party sources, such as the U.S. Postal Service, to verify your address before we send you mail;
- The U.S. Federal Do Not Call registry, to verify do not call preferences recorded there;
- Census and other aggregate data sources containing statistical information about people who share some of your traits or demographic markers.

Information Collected Through Technology. Verified First automatically collects and receives certain information from your computer or mobile device, including the activities you perform on any websites you request to interact or integrate with, the Verified First Software and the Verified First Services, the type of hardware and software you are using (for example, your operating system or browser), and information obtained from cookies. If you have an Account, we may link this Non-Personal Information to your Account to better understand your needs and the needs of Users in the aggregate, diagnose problems, analyze trends, provide services, improve the features and usability of the Verified First, and better understand and market to our customers and Users.

Methods Used to Automatically Gather Information:

- **Cookies.** Verified First uses cookies on the Verified First Site and other aspects of the Verified First site. Cookies, including local shared objects, are small pieces of information that are stored by your browser on your computer's hard drive which work by assigning a unique number to your computer. Cookies do not generally contain any Personal Information. Cookies help Verified First to remember information about your visit, like your preferred settings. Cookies play an important role, they can make your next visit easier and the Verified First Site more useful to you. Most web browsers automatically accept cookies, but you can usually configure your browser to prevent this. You can learn more about Cookies by visiting www.allaboutcookies.org, where you will also find information about how to block Cookies on different types of browsers. However, please be aware that by blocking or deleting Cookies you may not be able to take full advantage of the Verified First and certain features may be rendered unavailable to you. Verified First uses automation services, such as Pardot, to create and monitor cookies.
- **IP Address.** You may visit many areas of the Verified First Site anonymously without the need to become a registered User. Even in such cases, Verified First may collect IP addresses automatically. An IP address is a number that is automatically assigned to your computer whenever you begin services with an Internet services provider. Each time you access the Verified First Site and each time you request one of the pages of the Verified First Site, the server logs your IP address. Verified First uses tools such as Google Analytics and Pardot to monitor IP addresses of website traffic.
- **Web Beacons.** Web beacons are small pieces of data that are embedded in web pages and e-mails. Verified First may use these technical methods in HTML e-mails that Verified First sends to Users to determine whether they have opened those e-mails and/or clicked on links in those e-mails. The information from use of these technical methods may be collected in a form that is Personal Information.
- **Do Not Track Standard:** The major browsers have attempted to implement the draft "Do Not Track" ("DNT") standard of the World Wide Web Consortium ("W3C") in their latest releases. As this standard has not been finalized, the Verified First Site is not compatible with DNT and so do not recognize DNT settings.

Tracking Content Usage. If you use the Verified First Services and you post audio visual materials including, without limitation, videos, links, logos, artwork, graphics, pictures, advertisements, sound and other related intellectual property contained in such materials (collectively, "Content") to your website or to a third party website, Verified First tracks and captures Non-Personal Information associated with User accounts and the use of Content by those that access your Content.

Information You Provide About a Third Party. Verified First features allow the User to communicate with others, such as by sending account access to a colleague or notifying an applicant of a request to screen them. In order to use these features, we may ask you to provide certain information about the person with whom you wish to communicate (e.g., name, e-mail address, etc.). Verified First collects such information for the purposes of facilitating the requested communication, which may contain a specific promotional message from you (e.g., an invitation to watch a video). Unless stated otherwise, Verified First will not use this information for other marketing purposes without first obtaining consent from the person to whom the relevant information pertains. Please be aware that when you use any invitation functionality on the Verified First, your e-mail address, name or username, and message may be included in the communication sent to your addressee(s).

C. HOW VERIFIED FIRST USES YOUR INFORMATION

Personal Information. Verified First identifies the purpose for which your Personal Information is collected, used or disclosed. If not listed below, we will obtain your express consent for any additional purposes for which we will

collect your Personal Information, before or at the time of collection. You can change your consent preferences at any time by contacting us (see the “How to Access and Change Your Personal Information” section below).

By using the Verified First, you consent to our use of your Personal Information for the following purposes:

- communicating with you generally;
- processing your transactions;
- processing and keeping track of transactions and reporting back to you;
- protecting against fraud or error;
- providing information or services requested by you;
- administering and managing the Verified First Site and our business operations;
- personalizing your experience with the Verified First Site, as well as evaluating statistics on Verified First Site activity;
- performing statistical analyses of your behavior and characteristics, in order to measure interest in and use of the various sections of the Verified First Site;
- communicating with you on other websites;
- e-mail communications with you;
- delivery of content and information to Third Party Services Providers;
- complying with legal and governmental requirements; and/or
- fulfilling any other purpose that would be reasonably apparent to the average person at the time that we collect it.

Non-Personal Information. Verified First may use Non-Personal Information for the following purposes:

- System Administration: To assist in diagnosing problems with Verified First servers, monitoring Verified First's system performance and traffic on the Verified First and to gather broad demographic information about Users.
- Personalization: The use of Cookies and IP Addresses to track features such as delivering Content specific to your interests and informing you of new, relevant services or certain third-party offerings.
- Advertising: To assist in optimizing the delivery of advertisements to viewers of your Content.

D. HOW TO ACCESS AND CHANGE YOUR PERSONAL INFORMATION

Updating Your Personal Information. Upon request, Users shall be authorized to update, or correct Personal Information previously submitted, but only to the extent such activities do not compromise privacy or security interests. Additionally, upon request, Verified First shall endeavor to delete Personal Information from the database where such information is stored. Even through compliance with a deletion request, Users are cautioned that residual information may remain due to the manner in which data backups are maintained. Requests may be submitted to Admin@VerifiedFirst.com.

E-mail Preferences. Verified First may use your Personal Information to send you e-mails periodically listing promotions or events relating to the Verified First or from Verified First's marketing partners or sponsors. You may opt-out of receiving such promotional e-mails by sending an e-mail to privacy@VerifiedFirst.com and/or following the instructions in such correspondence. Once processed,

Verified First will not send you promotional e-mails unless you opt back in to receiving such communications.

E. DISCLOSURE OF INFORMATION TO THIRD PARTIES

Verified First transfers or otherwise discloses, or trades your Personal Information to outside parties pursuant to the limitations expressed below. We will not sell, transfer, disclose or trade Personal Information in contravention of law.

- Disclosure of Personal Information to trusted third party service providers who assist us in administering and providing the Verified First or provide services to us. Examples include storing and managed Content, analyzing data, providing marketing assistance, integrations of Third Party Services such as CRM and MAP services, processing credit card payments, and providing customer service. These third-party service providers will have access to Personal Information needed solely to perform their functions, and for no other purposes. We may use service providers located outside of Canada, and, if applicable, your Personal Information may be processed and stored in other countries and therefore may be subject to disclosure under the laws of those countries.
- Disclosure of Payment Information with third parties for purposes of fraud prevention or to process payment transactions.
- Release of information to comply with law enforcement and regulatory mandates, as otherwise required under any applicable law, regulation or rule, enforce our policies, or protect our, or others' rights, property or for safety.
- Bankruptcy or Acquisition. Information, including Personal Information, which we collect from Users and viewers, is considered to be a business asset. As a result, in the unlikely event that we go out of business, enter bankruptcy or if we are acquired as a result of a transaction such as a merger, acquisition or asset sale, your Personal Information may be disclosed or transferred to the third-party acquirer in connection with the transaction.
- Certain Identifiable Usage Information. Verified First may provide Users with certain identifiable usage information directly related to the videos and/or other Content Users make available through use of the Verified First. This information may include the number and specific content watched by a particular viewer; the viewer's specific location during viewing, and the frequency with which a particular viewer watched particular Content. In addition, if you, as a viewer, provide Personal Information (e.g. e-mail address) as part of accessing and viewing Content, Verified First, a provider of Third Party Services or an Integrated Platform on behalf of the User who owns the Content and shared with that User or Third Party Service providers to that User, may collect that Personal Information as we and others are their service provider. The use of such information will be subject to the information and privacy practices and policies of such Users and Verified First will not be responsible or liable for the use of any information by such Users.
- Under certain exceptional circumstances, Verified First may have a legal duty or right to collect, use or disclose your Personal Information without your knowledge or consent. In accordance with applicable laws, We will not disclose any consumer information (which may include Personal Information) without your written consent, except where consumer information is required to be disclosed: (i) for billing or market operation purposes; (ii) for law enforcement purposes; or (iii) for the purpose of complying with a legal requirement.
- If your Personal Information is shared with third parties other than Users, those third parties may be, subject to appropriate agreements with Verified First and/or its Users to secure and protect the confidentiality of your Personal Information.
- We may also provide non-Personal Information to other parties for marketing, advertising or other uses.

F. SAFEGUARDING YOUR PERSONAL INFORMATION

Verified First is committed to protecting your data and your privacy. Verified First takes appropriate security measures to protect against unauthorized access, alteration, disclosure or destruction of Personal Information.

These include, but are not limited to, internal reviews of: (a) Verified First's data collection; (b) storage and processing practices; (c) electronic security measures; and (d) physical security measures to guard against unauthorized access to systems where Verified First stores Personal Information. However, due to the nature of the Internet and related technology, we cannot absolutely guarantee the security of Personal Information, and we expressly disclaim any such obligation.

All Verified First employees, contractors and agents who access Personal Information are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution or unauthorized use or disclosure of Personal Information.

Please be aware that your Personal Information and communications may be transferred to and maintained on servers or databases located outside of your state, province, or country whose data protection laws may differ from the jurisdiction in which you live. As a result, this information may be subject to access requests from governments, courts, or law enforcement in those jurisdictions according to laws in those jurisdictions.

G. THIRD PARTY WEBSITES AND SERVICES

Verified First may contain links to third party websites, applications or services (collectively, "Third Party Services") not owned or controlled by Us. Links to Third Party Services are intended for convenience only. We have no control over these Third-Party Services, their privacy policies, the content they display on their websites and their data collection practices. Verified First: (a) has no responsibility or liability for these independent privacy policies or actions; (b) is not responsible for data collection practices or the content of such websites; and (c) does not make any warranties or representations about the content, products or services offered on such websites or the security of any information you provide to them. If you choose to submit Personal Information while visiting these websites, please be aware your rights will be governed by the third parties' privacy policies. We strongly encourage you to carefully read the privacy policy of any website you visit or use.

H. Personal Information Disclosure: United States or Overseas

(a) An investigative consumer reporting agency shall maintain reasonable procedures designed to avoid violations of [Section 1786.18](#) and to limit furnishing of investigative consumer reports for the purposes listed under [Section 1786.12](#). These procedures shall require that prospective users of the information identify themselves, certify the purposes for which the information is sought and that the information will be used for no other purposes, and make the certifications described in [paragraph \(4\) of subdivision \(a\) of Section 1786.16](#). From the effective date of this title, the investigative consumer reporting agency shall keep a record of the purposes for which information is sought, as stated by the user. The investigative consumer reporting agency may assume that the purpose for which a user seeks information remains the same as that which a user has previously stated. The investigative consumer reporting agency shall inform the user that the user is obligated to notify the agency of any change in the purpose for which information will be used. An investigative consumer reporting agency shall make a reasonable effort to verify the identity of a new prospective user and the uses certified by the prospective user prior to furnishing the user any investigative consumer reports. An investigative consumer reporting agency may not furnish an investigative consumer report to a person unless it has a written agreement that the investigative consumer reports will be used by that person only for purposes listed in [Section 1786.12](#).

(b) Whenever an investigative consumer reporting agency prepares an investigative consumer report, it shall follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates. An investigative consumer reporting agency shall retain the investigative consumer report for two years after the report is provided.

(c) An investigative consumer reporting agency may not make an inquiry for the purpose of preparing an investigative consumer report on a consumer for employment purposes if the making of the inquiry by an employer or prospective employer of the consumer would violate applicable federal or state equal employment opportunity law or regulation.

(d)(1) An investigative consumer reporting agency doing business in this state shall conspicuously post, as defined in [subdivision \(b\) of Section 22577 of the Business and Professions Code](#), on its primary Internet Web site information describing its privacy practices with respect to its preparation and processing of investigative consumer reports. If the investigative consumer reporting agency does not have an Internet Web site, it shall, upon request, mail a written copy of the privacy statement to consumers. The privacy statement shall conspicuously include, but not be limited to, both of the following:

(A) A statement entitled "Personal Information Disclosure: United States or Overseas," that indicates whether the personal information will be transferred to third parties outside the United States or its territories.

(B) A separate section that includes the name, mailing address, e-mail address, and telephone number of the investigative consumer reporting agency representatives who can assist a consumer with additional information regarding the investigative consumer reporting agency's privacy practices or policies in the event of a compromise of his or her information.

(2) For purposes of this subdivision, "third party" shall include, but not be limited to, a contractor, foreign affiliate, wholly owned entity, or an employee of the investigative consumer reporting agency.

(e) An investigative consumer reporting agency shall be liable to a consumer who is the subject of a report if the consumer is harmed by any unauthorized access of the consumer's personally identifiable information, act, or omission that occurs outside the United States or its territories as a result of the investigative consumer reporting agency negligently preparing or processing an investigative consumer report, or portion thereof, outside of the United States or its territories. Liability shall be in an amount equal to the sum of (1) any actual damages sustained by the consumer as a result of the unauthorized access, and (2) in the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney's fees, as determined by the court.

I. The right to non-discrimination for exercising their CCPA rights

(a) As a Credit Reporting Agency, and as an ethically managed organization, Verified First has a dedicated Compliance leader to ensure that all internal processes are non-discriminatory, fair and in full alignment with all applicable laws

(b) Standard Operating Procedures (SOP's) are maintained for the handling of applicant verifications and other similar process functions to ensure that applicant processing is handled in a consistent manner

J. HOW TO CONTACT US

If you have any questions or concerns about our privacy policy or privacy practices, you may contact us directly as follows:

Email us: legal@verifiedfirst.com

Call us: 888-670-9564

or:

Verified First, LLC

C/O Jim Miles

1120 S Rackham Way, Suite 300



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 26, 2024

Item #: 4.C. Approve the Renewal of the Employee Benefits Package for 2025.

Department: Human Resources

Presented By: Andrew Patton

Item Attachments:

1. Self-Funded Fee Exhibit - New Multi Year (Year 1 of 3) - Traditional
2. DRAFT NOT FINAL: City of LaVergne BOMA Meeting 9.16.24 Draft

Summary:

Human Resources and Willis Towers Watson (broker) have finalized the 2025 Employee Benefits Package including medical, dental, vision, disability, flexible spending, and Cobra coverage.

Background Information:

The benefit package provided to all eligible employees is one of the cornerstones for working at the City of La Vergne. For 2025, all proposed changes were made to enhance and broaden our provided coverage for employees. The following is a breakdown of each provided service:

Medical/Prescription – Will remain with BlueCross BlueShield (BCBS) and at the superior coverage provided in 2024. WTW negotiated a new 3-year rate agreement lowering the admin fee by 6.5% (~\$11k) for the first year and a slight increase in years two and three. We also negotiated a \$5k allowance fund each year for the 3 years.

Stop Loss – Will remain with BCBS “BlueRe”, and will remain at the specific deductible level of \$90,000. Preliminary renewal is a 6.5% increase to the Stop Loss premium. WTW has requested a deduction to rates. BCBST is waiting to finalize the proposal with September claims. Firm proposal is anticipated in early October.

Dental – Will remain with BCBS-TN for all dental services.

Vision – Will remain with BCBS-TN for all vision services.

Short-Term & Long-Term Disability (STD & LTD) – The disability policies will renew with The Standard with a 3-year rate extension. This will extend current rates through 12/31/2027

Flexible Spending (FSA) and Cobra Administration – Will remain with Employee Benefit Corporation (EBC).

Financial Summary:

Item	2024	2025	Difference
BCBS-TN Medical Renewal including PBM Administration	\$166,665	\$155,722	Decrease of 6.5%
BCBS “BlueRe” Stop Loss Preliminary Renewal	\$694,644	\$742,800	Increase of 6.5%
Dental BCBS-TN	\$4.50 / pepm	\$4.50 / pepm	No Change
Vision BCBS-TN	\$0.95 / pepm	\$0.95 / pepm	No Change
STD through The Standard	\$4.83 / pepm	\$4.83 / pepm	No Change
FSA / Cobra Administration	\$4.91 / pepm	\$4.91 / pepm	No Change

Staff Recommendation:

Staff recommends approval.

MULTI-YEAR GUARANTEE FOR MEDICAL

	1/1/25 Fee	1/1/26 Fee	1/1/27 Fee
Main Administrative Services Fee:			
Admin Fee	\$ 42.21	\$ 43.48	\$ 44.78
Medical Main Administrative Services Fee	\$ 42.21	\$ 43.48	\$ 44.78
Medical Guaranteed Administrative Services Fee	\$ 42.21	\$ 43.48	\$ 44.78
Chronic Care Mgmt - Incl Nurseline	\$ 2.88	TBD	TBD
Rx Transparency Admin Fee	\$ 6.00	TBD	TBD
Medical Total Administrative Services Fee	\$ 51.09	TBD	TBD

Allowance Funds

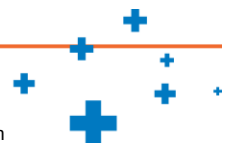
BlueCross will provide an annual General Medical and Pharmacy Allowance of \$5,000 for 1/1/2025 - 12/31/2027 to be used for BlueCross products or services, or products or services from an outside vendor related to BlueCross administered benefit programs. Receipts/invoices required for reimbursement. Consulting fees are not eligible for reimbursement. Unused funds do not rollover or carry-forward into the next or subsequent year. The Allowance is contingent upon both medical and pharmacy being administered by BlueCross.

Shared Savings:

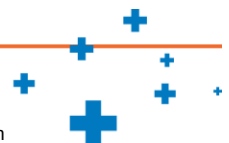
Subrogation Recoveries	39%	of Recovery, plus attorney fees
Mass Torts	39%	of Recovery, plus attorney fees
Class Action Suit Recoveries	39%	of Recovery, plus attorney fees
Claim & Provider Audit Recoveries	39%	of Recovery or Prevention
Enhanced Payment Integrity	39%	of Recovery or Prevention
COB Recoveries	39%	of Recovery
Medical Drug Rebates	100%	of Medical Drug Rebates
OON Cost Management Program	15%	of Billable Savings
Pharmacy PBM Rebates	0%	of Pharmacy PBM Rebates

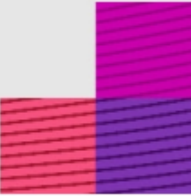
Conditions

1. If City of La Vergne terminates prior to the end of the multi-year fee guarantee (12/31/2027), there will be an early termination penalty equal to 1 month's fee.



2. BlueCross retains the right to adjust the administrative services fee to cover reasonably anticipated cost variations resulting from:
 - a. Changes in the plan, legislation, regulation, or required assessment or tax that changes BlueCross' costs in offering the plan.
 - b. Termination or addition of a subsidiary, operation or class of employees
 - c. Fluctuation of the actual number of covered employees by +/- 10% by location, state, and/or in aggregate from the 250 contracts that the quote was based on.
3. The Administrative Services Fees listed above were based upon a member to subscriber ratio of 2.70. If this member to subscriber ratio changes by +/- 0.05, BlueCross reserves the right to recalculate the Administrative Services Fees.
4. The financial offer above is contingent upon both medical and pharmacy being administered by BlueCross for the duration of the multi-year agreement.
5. Rating may be revised if Federal, State, or Local action impacts the benefit levels quoted herein or affects our ability to meet our obligations to you, to your covered employees/our customers or to our contracted providers. By way of illustration, such legislation or executive actions which impose controls or requirements that affect: our ability to determine rates; covered medical expenses or service benefits; providers' delivery of care or the fees they charge; or our contracts with providers, may be deemed to so affect our contractual obligations. Should this happen, BlueCross will make a good faith effort to work to reach a new agreement that equitably reflects the circumstances as altered by government action.
6. Effective Case Management requires that BlueCross Case Managers have sufficient group engagement and contact information for those members identified and/or actively engaged in Case Management programs.
7. This self-funded services fee agreement requires the group to notify BlueCross within 30 days if any information set forth in this exhibit changes at any time while coverage is provided to you by BlueCross.
8. The coverage of this self-funded services fee agreement allows caveats and conditions set forth in this document to survive execution of any final contract and/or issuance by BlueCross of any policy and/or Administrative Services Agreement.
9. This self-funded pricing proposal is a high-level summary of the proposed coverage. It does not identify all the categories of health care expenses that are covered or excluded.
10. For out-of-network claims, BlueCross will calculate discounts on billed charges based on a reference-based price. As part of our out-of-network claim management program, BlueCross shall receive a fee of 15% of billable savings achieved from these services. The difference between billed charges and the repriced charges is the billable savings.





City of LaVergne

BOMA Meeting: Benefit Renewals

10/03/2024

Your WTW Team



Todd Harrison
Director, Health & Benefits
615-872-6062
Todd.Harrison@wtwco.com



Andrew Sims
Associate , Health & Benefits
731-441-3939
Andrew.Sims@wtwco.com

Regional Subject Matter Experts

Human Resources Pamela Murray

Communications Nicole O'Hara-Johnson

Regulatory Solutions Matt McKinney

Health Management Nicole Bihler

Financial Analytics Paige Cyphers

Agenda

- 
- Health & Benefits Program Review**
 - 2025 Renewals**
 - 2025 Planning**
 - Appendix & Disclosures**

Health & Benefits Program Review

Health & Benefits Program Review (Current State)

Medical BCBST Next Renewal Date: 1/1/2024	- WTW negotiated a new 3-year rate agreement with BCBST lowering the admin cost by 6.5% for 1/1/2025 - Also, negotiated a \$5k allowance fund for each year of the 3-year period
Stop Loss BlueRe Next Renewal Date: 1/1/2024	Preliminary Renewal received, 6.5% increase
Dental BCBST Next Renewal Date: 1/1/2026	In Rate Guarantee Until 1/1/2026. Current and renewal fee \$4.50
Vision BCBST Next Renewal Date: 1/1/2026	In Rate Guarantee Until 1/1/2026. Current and renewal fee \$0.95
STD The Standard Next Renewal Date: 1/1/2025	Renew with a 3-year rate extension. New rate guarantee through 1/1/2028
Long Term Disability/Life The Standard Next Renewal Date: 1/1/2025	Renew with a 3-year rate extension. New rate guarantee through 1/1/2028
Critical Illness/Cancer The Standard Next Renewal Date: 1/1/2024	Renew with a 3-year rate extension. New rate guarantee through 1/1/2028

2024 Renewals

Current Medical Plan Design

Medical Plan Provisions	BlueCross BlueShield of Tennessee	
	In-Network: Network P	Out-of-Network
Annual Deductible (Individual/Family)	\$300/\$600	\$500/\$1,000
Out-of-Pocket Maximum (Includes Deductible)	\$1,600/\$3,200	\$3,200/\$6,400
Preventive Care	Covered at 100%	Covered at 100%
Physician Office Visit	10% after deductible	40% after deductible
Specialist Office Visit	10% after deductible	40% after deductible
Telemedicine	10% after deductible	40% after deductible
X-Ray and Lab	10% after deductible	40% after deductible
Hospital Services	10% after deductible	40% after deductible
Urgent Care	10% after deductible	40% after deductible
Emergency Room	\$100 copay	\$100 copay
Retail Pharmacy (up to a 30-day supply)		
Generic	\$5 copay	40% after deductible
Brand Preferred	\$20 copay	40% after deductible
Brand Non-Preferred	\$30 copay	40% after deductible
Mail Order Pharmacy (90-day supply)		
Generic	\$10 copay	40% after deductible
Brand Preferred	\$40 copay	40% after deductible
Brand Non-Preferred	\$60 copay	40% after deductible
Specialty	\$5 / \$20 / \$30 copay	Not covered

BCBST 2025 Medical Renewal

Administrative Fees

		Current	2025
	Headcount	ASO Renewal	
Total Medical ASO Fee	254	\$54.68	\$51.09
Admin Fee		\$45.80	\$42.21
Chronic Care Management – Incl Nurseline		\$2.88	\$2.88
Healthy Maternity Management		N/A	N/A
Pharmacy Integration Fee		\$6.00	6.00
Stop Loss Carve Out Fee		N/A	N/A
Estimated Annual Total		\$166,665	\$155,722
Change from Current (%)			(6.5%)
Change from Current (\$)			(\$10,943)

Note: If the contract is terminated prior to the end of the multi-year fee guarantee, there will be an early termination penalty equal to one month's fee.

BCBST 2025 Medical Renewal

Rates

Enrollment		2023 Current	2024 Renewal
EE Only	69	\$962.93	\$941.45
EE+Spouse	45	\$1,854.99	\$1,813.61
EE+Child(ren)	24	\$1,727.70	\$1,689.16
EE+Family	114	\$2,788.94	\$2,726.72
Total Annual Cost		\$6,111,848	\$5,975,501
Change from Current - %		-2.2%	
Change from Current - \$		-\$136,347	

BCBST 2025 Dental Renewal

Rates

Enrollment		2023 Current	2024 Renewal
EE Only	70	\$28.52	\$26.65
EE+Spouse	45	\$53.37	\$49.86
EE+Child(ren)	24	\$108.53	\$101.40
EE+Family	114	\$108.53	\$101.40
Total Annual Cost		\$232,502	\$217,229
Change from Current - %			-6.6%
Change from Current - \$			-\$15,273

BCBST 2025 Vision Renewal

Rates

Enrollment		2023 Current	2024 Renewal
EE Only	69	\$11.92	\$13.58
EE+Spouse	45	\$22.54	\$25.68
EE+Child(ren)	24	\$37.82	\$43.08
EE+Family	114	\$37.82	\$43.08
Total Annual Cost		\$84,671	\$96,452
Change from Current - %			13.9%
Change from Current - \$			\$11,781

BlueRe Stop Loss Renewal - Preliminary

Contract Provisions		BlueRe Current	BlueRe Renewal	BlueRe Renewal	BlueRe Renewal
Specific Deductible Level		\$90,000	\$90,000	\$100,000	\$125,000
Paid Contract Basis		108/12	132/12	132/12	132/12
Coverage		Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx
No New Lasers at Renewal		Included	Included	Included	Included
Rate Cap		50%	50%	50%	50%
Lifetime Maximum		Unlimited	Unlimited	Unlimited	Unlimited
Annual Maximum		Unlimited	Unlimited	Unlimited	Unlimited
Laser(s)		None	None	None	None
Preliminary or Firm		Firm	Preliminary	Preliminary	Preliminary
Quote Expiration Date		N/A	N/A	N/A	N/A
Rates:		Current	Renewal	Renewal	Renewal
Employee Specific Rate:	70	\$109.39	\$117.71	\$108.15	\$93.51
Employee Plus Spouse Specific Rate:	43	\$211.37	\$226.13	\$207.12	\$178.01
Employee Plus Child(ren) Specific Rate:	25	\$187.83	\$201.10	\$184.28	\$158.50
Family Specific Rate:	116	\$314.18	\$335.42	\$306.89	\$263.19
Monthly Stop Loss Premium		\$57,887	\$61,900	\$56,683	\$48,693
Total Annual Stop Loss Premium		\$694,644	\$742,800	\$680,196	\$584,316
Change from Current (%)		N/A	6.5%	(2%)	(19%)
Change from Current (\$)		N/A	\$48,156	(\$14,448)	(\$110,328)
Potential Laser Liability		N/A	N/A	N/A	N/A

Disclosure

Alongside this Disclosure, you have been provided with a detailed summary and analysis of the incumbent quote(s) (and any recommended or alternate quotes, if applicable) based on what most aligns with the strategic direction you gave us in our pre-renewal strategy discussion. Below is a high-level summary of the incumbent markets we approached on your behalf and any compensation included with those quotes. If you would like a copy of any proposal received, please let us know and we will provide it to you.

RECOMMENDED CARRIERS					
Carrier Name	Line(s) of Business	Response	Sub-broker/ Intermediary	Standard Compensation	Additional Compensation
BCBST	Medical ASO, Rx, Stop Loss, Dental, Vision	Renewal	N/A	N/A	N/A
The Standard	Basic Life & ADD, Vol Life \$ ADD, STD, LTD, Critical Illness, Accident	Renewal	N/A	N/A	N/A

2024 Planning

Client Service Plan

Key Milestones	Q1 (January – March)	Q2 (April – June)	Q3 (July – September)	Q4 (October – December)
Ongoing Account Management	☐ Monthly WTW conference calls ☐ Quarterly financial reporting dashboard ☐ Vendor calls as needed			
Plan / Vendor Management <i>Manage vendor relationships and overall plan timelines for successful Annual Enrollment and client satisfaction.</i>	☒ Discuss strategic goals for new plan year ☐ Update communications for new hires as needed	☒ Pre-Renewal Meeting (June/July) ☒ Evaluate vendor partnerships ☒ BCBST Health Plan Insights Report	☒ Employee census needed for renewal/ marketing (July) ☒ Market coverage (as needed) ☐ Preliminary updates to employee communications	☐ Finalize vendor selections, plan designs & contributions ☐ Distribute OE communications ☐ Open Enrollment (TBD, Mid November)
Financial <i>Tracking and managing expenses, claims along with any other items that impact the budget.</i>	☒ Review Year end financials & updated budget projections ☒ Data collection for WTW financial benchmarking survey	☒ Q1 financial dashboard review (April/May) ☒ Financial benchmarking review (June/July)	☒ Q2 financial dashboard review ☒ Preliminary Renewals requested (August) ☒ Review Marketing results (September)	☐ Q3 financial dashboard review ☐ Update Payroll & Employee Navigator system for open enrollment
Compliance <i>Timing of major compliance deadlines along with regular updates of changing guidelines</i>	☒ Annual CMS disclosure ☒ ACA reporting	☒ PCORI Fee Calculation	☒ July 29 th SMM Distribution Deadline ☐ Sept 30 th SAR Distribution	☐ Medicare Part D notice to plan participants (by October 15 th) ☐ Updated SBCs for new plan year

Client Advocacy Report

Willis Towers Watson has the privilege of being your partner since September 2022. This report serves as an opportunity for both our organizations to consider City of LaVergne's human capital risk and opportunities. The goal is to ensure we are collectively executing on action plans and delivering results.

2024 Renewal Goals

- ✓ Evaluate benefit plan offerings to ensure they make sense and are competitive
- ✓ Market Basic Life/LTD/STD/Critical Illness/Accident
- ✓ Negotiate Stop Loss Renewal with BCBST
- ✓ Review BCBST Analytics & WTW Financial Benchmarking reporting to assist with program options for 2025
- ✓ Consideration of adding retiree plan

2024 Renewal Goals

- ✓ Evaluate benefit plan offerings to ensure they make sense and are competitive
- ✓ Market coverage as needed to ensure best pricing, customer service & network access
- ✓ Consider Stop Loss Carve Out
- ✓ Review consolidation options for Basic Life/LTD/potential STD coverage
- ✓ Review BCBST Analytics & WTW Financial Benchmarking reporting to assist with program options for 2024
- ✓ Evaluate formal wellness program options and/or promote vendor wellbeing tools
- ✓ Carve back in Rx with BCBST

Disclosures

Disclosure

The proposals are presented in conjunction with the Brokerage Terms, Conditions and Disclosures document which is attached as a separate document.

Please review the details of the proposals included to ensure that these meet your expectations. The proposals may differ from your current policy, so we recommend that you read the specifications from the carrier in their entirety and compare them to your current policy. We have highlighted certain key areas in the enclosed analysis.

Should you have any questions about the proposals or concerns about what is included in this summary, please let us know at once. Please provide us with your selection of coverage. We will confirm the details of this selection in writing with you and the carrier.

This document was prepared for your sole and exclusive use and on the basis agreed with by you. It was not prepared for the use by any other party and may not address their needs, concerns, or objectives. This document should not be disclosed or distributed to any third party other than as agreed with you and Willis Towers Watson in writing. We do not assume any responsibility, nor accept any duty of care or liability to any third party who may obtain a copy of this presentation, and any reliance placed by such party on it is entirely at their own risk



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 26, 2024

Item #: 4.D. Approve Contract Amendment with Kimley-Horn for the Extension of Dobson Knob Trail to the Proposed Blair Road Extension.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Blair Road West - Amendment 04 to Client Agreement

Summary:

The City would like to modify the current design of the project to incorporate an extension of existing Dobson Knob Trail to the new Blair Road extension. The discussed design revision would consist of the following improvements:

- Approximately 400 lineal feet (LF) of new road for the extension of Dobson Knob Trail.
- The typical section of Dobson Knob Trail shall match the previously established typical section for Sea Breeze Lane.
- Approximately a 50 ft. cross pipe under the new Dobson Knob Trail.
- Tie to existing drainage network on Dobson Knob Trail to the extension.

Background Information:

The Agreement is amended to include Additional Services to be performed by Consultant for additional compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference. The services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, shall be modified as followed:

1. Task 14 – Dobson Knob Trail Extension – Roadway Design
2. Task 15 – Dobson Knob Trail Extension – Additional Survey

3. Task 16 – Dobson Knob Trail & Blair Road – Additional Utility Design

Financial Summary:

Kimley-Horn will perform the services in Tasks 14 – 16 on a labor fee plus expenses basis. The maximum fee for each task is summarized below.

Task 14 – Dobson Knob Trail Extension – Roadway Design \$23,900

Task 15 – Dobson Knob Trail Extension – Additional Survey \$6,600

Task 16 – Dobson Knob Trail & Blair Road – Additional Utility Design \$9,200

Total for Tasks 14 – 16, Additional Fee (Maximum Labor / Expense Fee) = \$39,700

Staff Recommendation:

Staff recommends approval.

**AMENDMENT NUMBER 04 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN
AND ASSOCIATES, INC.**

This is Amendment number 04 dated August 6, 2024 to the agreement between the City of La Vergne, Tennessee ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated November 04, 2020 ("the Agreement") concerning Blair Road West Extension (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include Additional Services to be performed by Consultant for additional compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

The services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, shall be modified as followed:

Task 14 – Dobson Knob Trail Extension – Roadway Design

Based on a recent conversation between the City of La Vergne and Kimley-Horn through email coordination on 07/16/2024, it is understood that the City would like to modify the current design of the project to incorporate an extension of existing Dobson Knob Trail to the new Blair Road extension. The discussed design revision would consist of the following improvements:

- Approximately 400 lineal feet (LF) of new road for the extension of Dobson Knob Trail.
- The typical section of Dobson Knob Trail shall match the previously established typical section for Sea Breeze Lane.
- Approximately a 50 ft. cross pipe under the new Dobson Knob Trail.
- Tie to existing drainage network on Dobson Knob Trail to the extension.

Task 14.1 – Road Design Revisions

Kimley-Horn will update the current right-of-way (ROW) design plans to incorporate the extension of Dobson Knob Trail. The design modifications will be in accordance with TDOT's Roadway Design Guidelines and current City of La Vergne roadway design standards. The following plan sheets will be modified to illustrate the extension of Dobson Knob Trail.

- Title Sheet
- Roadway Typical Sections
- Detail Sheets
- Property Map and Right-of-Way Acquisition Table
- Right-of-Way Layout
- Present Layout
- Proposed Layout
- Mainline/Sideroad Profiles
- Drainage Map
- Erosion Prevention and Sediment Control Plans
- Signing and Marking

- Roadway Cross Sections
- Traffic Control Plans

Task 14.2 – Right of Way Exhibits and Description Revisions

Kimley-Horn, through our surveying subconsultant, Wilson & Associates (W&A), will revise up to one (1) previously produced exhibit / description based on the proposed design changes at Dobson Knob Trail. Permanent right-of-way and permanent drainage easements will be described by meets and bounds. Temporary slope easements and temporary construction easements will be described in a general nature and will include the square footage and acreage of the easement to be acquired.

Task 14.3 – Right of Way Staking Revisions

Kimley-Horn, through W&A, will update the previously staked permanent right-of-way and easements for up to one (1) previously staked properties based on the proposed design changes at Dobson Knob Trail. W&A will field locate the permanent right-of-way, temporary construction easements, and permanent drainage easements for impacted properties. In fully developed or paved areas spray marking will be used to note the locations of proposed acquisitions. W&A will mark the proposed right-of-way, proposed permanent drainage easements, and proposed construction easements only. Staking / marking will be placed by the following methods:

- Proposed ROW will be staked/marked at property lines and each break
- Permanent drainage easements will be staked/marked at each break
- Construction easements will be staked at 50' increments
- Existing ROW will be staked at each break

Task 14 Kimley-Horn Deliverables:

1. Revised Right-of-Way plans package (one electronic copy, Adobe PDF Format)
2. Exhibits and Legal Descriptions for up to one (1) additional properties (one electronic copy of each, Adobe PDF Format)
3. Right-of-Way Field Staking for up to one (1) additional properties

Task 15 – Dobson Knob Trail Extension – Additional Survey

To complete the design of the Dobson Knob Trail extension, additional survey will be required. Kimley-Horn, by using a surveying subconsultant, shall prepare the additional topographic field survey. The topographic field survey will be based on the latest version of the TDOT Survey Manual and be performed to TDOT survey standards. The topographic field survey will consist of, but is not limited to, the following elements.

- The horizontal and vertical locations of all above ground features consisting of pavement striping, within the survey boundary.
- The existing topography within the described survey boundary.
- Horizontal and vertical locations of above and below ground drainage structure and drainage features within the survey corridor consisting of the next structure/pipe down/upstream, if outside the survey limits.
- Right-of-way lines, private property lines, and existing easements within the survey boundary. The right-of-way and easement locations will be based on found property corner monuments and/or deed research of ownership records.
- Mainline and sideroad vertical profiles consisting of existing ground, drainage structures, and utilities.

The survey boundary for the additional survey shall extend from the end of the existing Dobson Knob Trail to the location of the new Blair Road extension. The survey shall be 250 ft. offset in both directions of the proposed centerline of Dobson Knob Trail.

Task 16 – Dobson Knob Trail & Blair Road – Additional Utility Design

Task 16.1 – Dobson Knob Trail – Waterline Extension

In addition to the roadway extension of Dobson Knob Trail, the City has requested that the existing 8 inch waterline on Dobson Knob Trail be extended to connect to the proposed 12 inch waterline on the new Blair Road. Kimley-Horn will add the waterline extension on Dobson Knob Trail to the final water main improvement plans.

Task 16.2 – Blair Road East – Waterline Extension

During a design review meeting between the City and Kimley-Horn, it was requested that the 12 waterline proposed with the Blair Road West improvements be extended to tie to the existing waterline at Walnut Ridge Drive. Kimley-Horn will add the waterline extension along Blair Road from Waldron Road to Walnut Ridge Drive to the final water main improvement plans.

The final plans will consist of the following for both design revisions:

- A plan and profile view of the water main improvements.
- Locations of fittings, valves, hydrants, and any required air release valves and blow off valves needed for operation and/or testing.
- Details in accordance with City design standards.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services. Prior to the work commencing on the additional services, the Client will be notified of this scope change and a change order for the additional services provided. Once approved, the scope of work will be performed and billed as a new task number.

SCHEDULE

Kimley-Horn will complete the services listed in accordance with a mutually agreed upon schedule. Upon receipt of the fully executed letter agreement, Kimley-Horn can begin work.

FEE AND BILLING

Kimley-Horn will perform the services in Tasks 14 – 16 on a labor fee plus expenses basis. The maximum fee for each task is summarized below.

Task 14 – Dobson Knob Trail Extension – Roadway Design	\$23,900
Task 15 – Dobson Knob Trail Extension – Additional Survey	\$6,600
Task 16 – Dobson Knob Trail & Blair Road – Additional Utility Design	\$9,200
Tasks 14 – 16, Additional Fee (Maximum Labor / Expense Fee)	\$39,700

CITY OF LA VERGNE

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: _____

SIGNED: Chris D. Rhodes

(Print Name and Title)

Christopher D. Rhodes, P.E. / Vice President
(Print Name and Title)

Date: _____

Date: August 6, 2024



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 26, 2024

Item #: 4.E. Approve Amendment #1 to the 2024 League Facility User Agreement with Universal Sports League / La Vergne Baseball Softball Association.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Amendment #1
 2. 2024 Signed USL User Agreement

Summary:

This is a request from Universal Sports League (La Vergne Baseball Softball Association) to reduce the contract fee.

Background Information:

Universal Sports League (USL) has a User Agreement with the city to administer and oversee a recreation Baseball/Softball league. The numbers have not been there in the last two years to justify moving forward with the Fall seasons. USL has made a request to have the fee that is paid reduced. The fee helps offset the cost of the product (field chalk, paint, etc.) used to make fields game ready. The contract cost for field maintenance is currently \$8,000.00. The request is to have that reduced to \$4,000.00.

Financial Summary:

Fee reduced from \$8,000.00 to \$4,000.00.

Staff Recommendation:

Staff recommends approval.

**AMENDMENT #1
LA VERGNE PARKS AND RECREATION
2024 LEAGUE FACILITY USER AGREEMENT**

WHEREAS, the City of La Vergne, hereafter referred to as “Department” and the Universal Sports League (USL) / La Vergne Baseball Softball Association, hereafter referred to as “User”, entered into a League Facility User Agreement to conduct a youth baseball and softball program for 2024; and

WHEREAS, due to a lack of participation, there will not be a fall season; and

WHEREAS, the original contract called for a payment of \$8,000 from the User to cover the expense of field maintenance costs, including field dirt, safe coat, conditioner, chalk, mar mound or any other field needs as required and the Department’s expenses were reduced due to the lack of games being played.

NOW THEREFORE, Section IV, Paragraph J of the League Facility User Agreement for the 2024 between the Department and the User is hereby amended as follows:

IV. Department Obligations

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 \$4,000 per year, payable at the end of the season.

In witness whereof, the City of La Vergne and the User have executed this Amendment to the 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 Recorder

Date

By: _____
President – Universal Sports League

Date

LA VERGNE PARKS AND RECREATION

2024

LEAGUE FACILITY USER AGREEMENT

This User Agreement (the “User Agreement”), dated 11/13/23, 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

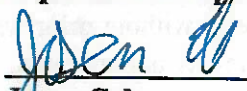
- A. The User represents that it is a non-profit or not for profit organization as defined by the Internal Revenue Code. Proof of this status must be on file with the Parks office.
- B. The User will not discriminate against any person, including but not limited to sex, race, religion, natural origin, 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*.

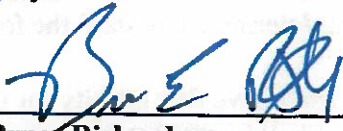
VII. Policies

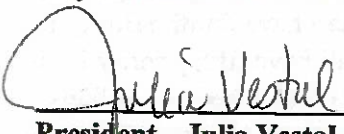
- A. SIGNAGE.** All signs must be posted on the outfield / side fences and attached on all corners. All signs must be made of lightweight durable material. (Wooden signs are not permitted). Other signs permitted with approval of the Department.
- B. VENDORS.** Outside vendors will not be allowed to sell 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:  11/13/23
Jason Cole
Mayor Date

ATTEST:  11/13/23
Bruce Richardson
City Administrator / City Recorder Date

By:  11-17-23
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.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 26, 2024

Item #: 4.F. Approve Change Order #4 with Baron Construction, LLC, for the Public Works and Community Development Services Facility.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Change Order #4

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 which are represented by Contractor Requests for Change (RFCs) 27, 39, 40, and 45. They are outlined in the following pages.

Financial Summary:

The total cost of these changes will cost \$124,060.48. This is still within the overall project budget as shown in the following table:

Item	Budget	Remaining
Baron Contract	\$27,479,286.64	\$9,573,982.70
Baron Potential Mod Outstanding	\$124,060.48	\$124,060.48
Lambe + Associates	\$161,115.50	\$39,315.00
TTL, Inc. (Structural)	\$160,000.00	\$25,333.18
Furniture	\$400,000.00	\$25,600.16

Low Voltage	\$225,375.28	\$112,687.64
Contingency	\$2,820,162.10	\$2,820,162.10
Total	\$31,370,000.00	\$15,143,189.43
	Percent Spent	51.73%
	Percent Remaining	48.27%

Schedule Summary:

The contract completion date for this contract was August 8, 2024 after Change Order 3. This change order will award 142 calendar days of delay, which makes the revised contract completion date to be December 28, 2024.

Staff Recommendation:

Staff recommends approval.

Request for Changes (RFCs) from Baron Construction for 01 October 2024

RFC #	RFP Description	Value (\$)	Value (Days)
27	Weather Delays	\$0.00	5
39	Delays due to foundation issues (REVISED)	\$106,518.30	137
40	Added structural supports at slab penetrations	\$15,406.04	0
45	Revised Electrical Rough-ins for Access Control and Area F	\$2,136.14	0
	TOTALS	\$124,060.48	142

AGREEMENT FORM (MODIFICATION 04)
Contract Modification 04 to the
Contract for the Construction Phase of the City of La Vergne Public Works and Community
Development Facility, dated 18 May 2023 and Executed 07 June 2023

As of October 01, 2024, the contract entitled 'Contract for the Construction Phase of the City of La Vergne Public Works and Community Development Facility, dated 18 May 2023' and Executed 07 June 2023 between the parties:

City of La Vergne, Tennessee
Baron Construction LLC

Will be modified as follows:

Contract Price

Original Contract Price:	\$26,997,000.00
Contract Modification 01:	\$ 290,479.74
Contract Modification 02:	\$ 107,945.86
Contract Modification 03:	\$ 83,861.04
Contract Modification 04:	\$ <u>124,060.48</u>
New Contract Price:	\$27,603,347.12

Contract Schedule

Original Duration:	365 Calendar Days
Contract Modification 01:	0 Calendar Days
Contract Modification 02:	0 Calendar Days
Contract Modification 03:	19 Calendar Days
Contract Modification 04:	<u>142 Calendar Days</u>
New Duration:	526 Calendar Days

A detailed description of the items covered within Contract Modification 04 are included as Exhibit A of this document.

There are no other changes to the original contract.

OWNER

CITY OF LA VERGNE TN
5093 Murfreesboro Road
La Vergne, Tennessee 37086

Mayor Jason Cole

Date

CONTRACTOR

BARON CONSTRUCTION LLC

652 Old Ezell Road
Nashville, TN 37217

CONTRACTOR (Authorized Signature)

Date

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT A
DETAIL DESCRIPTION OF CONTRACT MODIFICATION 04 SCOPE OF WORK

Baron Change Order Request (RFC) No.	Contract Mod Number	RFP Description	Duration (Calendar Days)	Amount (\$)
27	4	Weather Days, January 2024 (Revised)	5	\$0
39	4	Delays due to foundation issues (REVISED)	137	\$106,518.30
40	4	Added structural supports at slab penetrations	0	\$0.00
45	4	Revised Electrical Rough-ins for Access Control and Area F	0	\$15,892.20
		TOTAL - Modification 04	142	\$124,060.48
		Previous Contract (includes Modifications 01, 02, and 03)	384	\$27,479,286.64
		New Contract Totals	526	\$27,603,347.12

The items and amounts shown herein were approved by the City of La Vergne Board of Mayor and Aldermen at the October 01, 2024 meeting.

RFC 27

January 2024 Weather Delays

RE: Baron Change Order Items Going to BOMA in July

Roy Bruce <rbruce@baronconstructionllc.com>

Tue 8/27/2024 7:36 AM

To: Gary Lide <glide@lavergn.net>; tlambe@comcast.net <tlambe@comcast.net>

Cc: Annie Flanagan <aflanagin@baronconstructionllc.com>; Kyle Brown <kbrown@lavergn.net>; Juliet J. Williams <jjwilliams@lavergn.net>; com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com <com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com>

📎 1 attachments (1 MB)

Weather Delay Review RFC 33 and RFC 37.pdf;

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gary, Tim,

I wanted to circle back on this to update the items that were awaiting Baron response.

RFC 27 – Baron agrees to the 5 days, and no additional general conditions costs for weather days

RFC 33 – Baron will delete/strikethrough on our RFC log.

RFC 36 – Baron has responded and is awaiting further response from the City

RFC 37 – Baron will delete/strikethrough on our RFC log.

RFC 39 – Baron have updated to reflect the decision emailed on Friday 8/23/24 from Tim Lambe

Thank you,
Roy

***Please note our mailing address has changed:
Baron Construction, LLC
P.O. Box 264
Brentwood, TN 37024***

Roy Bruce
Project Manager
Baron Construction, LLC
Temporary Address:
101 Westpark Dr, Ste 320
Brentwood, TN 37027
Mobile: 629.214.5690
Office: 615.690.7770 ext. 1008
rbruce@baronconstructionllc.com
www.baronconstructionllc.com

**FINAL
RESOLUTION
FOR RFC 27
(27 AUGUST
2024)**



From: Gary Lide <glide@laverghnetn.gov>
Sent: Friday, June 21, 2024 7:47 AM
To: Roy Bruce <rbruce@baronconstructionllc.com>
Cc: Annie Flanagan <aflanagin@baronconstructionllc.com>; Kyle Brown <kbrown@laverghnetn.gov>; Juliet J. Williams <jjwilliams@laverghnetn.gov>; tlambe@comcast.net
Subject: Baron Change Order Items Going to BOMA in July

Roy:

Attached please find the listing of the RFCs for which staff considers negotiations to be complete. These have been included in the request being sent to BOMA for the July meeting. The total contract change in this request is \$83,861.04 and includes RFCs 28, 29, 30, 31.32, 34, 35, and 38.

The RFCs which have not been included are considered by staff to still be in negotiation. The following is a listing of outstanding RFCs and their status:

RFC	Status
27 - January Weather Days	a. City has offered 5 days. Baron has not yet agreed b. Baron has not yet agreed that General Conditions costs are not paid for weather days
33 - February, March, and April Weather Days	a. City is completing review. b. Baron has not yet agreed that General Conditions costs are not paid for weather days
36 - Additional backflow preventer for fire suppression system per IPC	City staff has recommended rejection of this RFC. Baron's response has not yet been received.
37 - May Weather Days	a. City is completing review. b. Baron has not yet agreed that General Conditions costs are not paid for weather days
39 - Delay days due to foundation issues	This is in review with city staff.
40 - Added structural supports at slab penetrations	This has been signed off by architect and will be included in the next change order.

-G

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

NOTICE:

The City of La Vergne is subject to Tennessee statutes relating to public records. Email sent or received by City employees are subject to these laws. Unless otherwise exempted from the public records law, senders and receivers of City email should presume that the email are subject to release upon request, and to state record retention requirements.

This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. The recipient should check this email and any attachments for the presence of viruses. The City of La Vergne accepts no liability for any damage that may be caused by a virus that may be inadvertently transmitted by this email.

If you have received this email in error, please destroy it and notify the sender immediately.

Page 88 of 276

Baron Construction LLC
January, 2024

Weather Days
LaVergne Public Works
January, 2024

Jan-24	High Temp.	Low Temp	Rainfall	Snow	Rain Day	Drying Day	Temp Day	Running Total	Note
1	40	34							
2	47	30							
3	41	25							
4	45	31							
5	51	24							
6	46	40	0.50		X			1	
7	49	31							
8	54	27	0.45		X			2	
9	52	37	0.61		X			3	
10	47	36				X		4	
11	59	36							
12	57	32	1.10		X			5	
13	44	29				X		6	
14	37	16		1.3	X			7	
15	17	12		6.3	X		X	8	
16	19	7				X	X	9	
17	27	-1				X	X	10	
18	34	15	0.12		X		X	11	
19	34	13					X	12	
20	17	7					X	13	
21	32	4					X	14	
22	48	17							
23	57	43							
24	61	53	0.69		X			15	
25	63	57	0.73		X			16	
26	65	49				X		17	
27	62	42	0.45		X			18	
28	43	38				X		19	
29	39	32							
30	60	27							
31	49	32							
Allowable days	12							19	Days Over: 7 day over

Climatological Data for NASHVILLE INTL AP, TN - January 2024									
Date	Temperature				HDD	CDD	Precipitation	New Snow	Snow Depth
	Maximum	Minimum	Average	Departure					
2024-01-01	40	34	37.0	-3.2	28	0	0.00	0.0	0
2024-01-02	47	30	38.5	-1.6	26	0	0.00	0.0	0
2024-01-03	41	25	33.0	-7.0	32	0	0.00	0.0	0
2024-01-04	45	31	38.0	-1.9	27	0	0.00	0.0	0
2024-01-05	51	24	37.5	-2.3	27	0	T	0.0	0
2024-01-06	46	40	43.0	3.3	22	0	0.50	0.0	0
2024-01-07	49	31	40.0	0.4	25	0	T	0.0	0
2024-01-08	54	27	40.5	0.9	24	0	0.45	0.0	0
2024-01-09	52	37	44.5	5.0	20	0	0.61	T	0
2024-01-10	47	36	41.5	2.1	23	0	0.00	0.0	0
2024-01-11	59	36	47.5	8.1	17	0	0.00	0.0	0
2024-01-12	57	32	44.5	5.2	20	0	1.10	0.0	0
2024-01-13	44	29	36.5	-2.8	28	0	0.00	0.0	0
2024-01-14	37	16	26.5	-12.8	38	0	0.17	1.3	1
2024-01-15	17	12	14.5	-24.7	50	0	0.55	6.3	5
2024-01-16	19	7	13.0	-26.2	52	0	0.00	0.0	6
2024-01-17	27	-1	13.0	-26.2	52	0	0.00	0.0	5
2024-01-18	34	15	24.5	-14.7	40	0	0.12	0.0	5
2024-01-19	34	13	23.5	-15.8	41	0	T	T	3
2024-01-20	17	7	12.0	-27.3	53	0	0.00	0.0	2
2024-01-21	32	4	18.0	-21.3	47	0	0.00	0.0	2
2024-01-22	48	17	32.5	-6.9	32	0	0.00	0.0	2
2024-01-23	57	43	50.0	10.6	15	0	T	0.0	0
2024-01-24	61	53	57.0	17.5	8	0	0.69	0.0	0
2024-01-25	63	57	60.0	20.4	5	0	0.73	0.0	0
2024-01-26	65	49	57.0	17.3	8	0	0.00	0.0	0
2024-01-27	62	42	52.0	12.2	13	0	0.45	0.0	0
2024-01-28	43	38	40.5	0.6	24	0	0.02	0.0	0
2024-01-29	39	32	35.5	-4.5	29	0	T	0.0	0
2024-01-30	60	27	43.5	3.4	21	0	0.01	0.0	0
2024-01-31	49	32	40.5	0.2	24	0	0.00	0.0	0
Sum	1396	875	-	-	871	0	5.40	7.6	-
Average	45.0	28.2	36.6	-3.0	-	-	-	-	1.0
Normal	49.1	30.1	39.6	-	788	0	4.02	2.0	-

Observations for each day cover the 24 hours ending at the time given below (Local Standard Time).
Max Temperature : midnight
Min Temperature : midnight
Precipitation : midnight
Snowfall : midnight
Snow Depth : 6am



Pay Application Tracking Form

Start Date of Period
End Date of Period

1-Jun-23
30-Jun-23

A	A1	A2	B	C	C1	D	E	F	F1	G	H	I	J	K	L	M	
Item No.	Specification Section or Division	Change Order Number	Description of Work	Scheduled Value (\$)	Actual Value (\$)	Work Completed From Previous Application (\$) (Previous D+E)	This Period (\$) (C1-D)	Materials Presently Stored (\$) (Not in D or E)	Name of Manufacturer or Fabricator	Total Completed and Stored To Date (\$) (D+E+F)	Percent (G+C)	Balance to Finish (\$)	Total Retainage to Date (Previous I + Present J)	Retainage This Period (E*.05)	Amount Due this Period (\$) (E-J)	Total Amount Paid to Date (\$) (Previous L + Present K)	Percent Paid of Total (%) (L+C)
1	DIV 01		General Conditions	\$763,799.00													
2	DIV 01		Mobilization	\$54,855.00													
3	DIV 01		Performance Bond	\$174,185.00													
4	DIV 01		Builder's Risk and OCP Insurance	\$78,478.00													
5	DIV 01		Owner Allowance	\$50,000.00													
6	DIV 01		Testing and Inspection	\$27,428.00													
7	DIV 03		Concrete	\$1,168,412.00													
8	DIV 04		Masonry	\$2,641,848.00													
9	DIV 05		Structural Steel	\$1,985,110.00													
10	DIV 06		Woods and Plastics	\$27,428.00													
11	DIV 07		Thermal and Moisture	\$2,125,493.00													
12	DIV 08		Openings	\$1,154,958.00													
13	DIV 09		Finishes	\$2,347,921.00													
14	DIV 10		Specialties	\$163,715.00													
15	DIV 11		Equipment	\$23,587.00													
16	DIV 12		Casework	\$227,006.00													
17	DIV 13		Fabric Covered Shed	\$60,110.00													
18	DIV 13		PEMB Mobilization and Deposit	\$377,524.00													
19	DIV 13		PEMB	\$2,585,472.00													
20	DIV 14		Elevator	\$104,992.00													
21	DIV 21		Fire Sprinkler	\$211,321.00													
22	DIV 22		Plumbing	\$1,420,470.00													
23	DIV 23		HVAC	\$1,466,739.00													
24	DIV 26		Electrical	\$4,231,217.00													
25	DIV 31		Earthworks	\$562,662.00													
26	DIV 32		Exterior Improvements	\$1,827,066.00													
27	DIV 33		Utilities	\$1,069,398.00													
28	DIV 41		Bridge Crane	\$65,826.00													
TOTAL VALUE OF CONTRACT				\$26,997,000.00		TOTAL COMPLETED AND STORED TO DATE				\$0.00	0.00%	TOTAL AMOUNT PAID TO DATE				\$0.00	0.00%

General Conditions per day
= \$763,799 / 365
= \$2,092.60

WEATHER DELAYS

PART 1 - GENERAL

1.01 EXTENSIONS OF CONTRACT TIME:

- A. If the basis exists for an extension of time, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for that month.

1.02 STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE:

- A. The Owner has reviewed weather data available from the National Oceanic and Atmospheric Administration and determined a Standard Baseline of average climatic range for the State of Tennessee.
- B. Standard Baseline shall be regarded as the normal and anticipatable number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time.

C. Standard Baseline is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
12	11	8	7	7	6	7	5	4	5	6	11

1.03 ADVERSE WEATHER AND WEATHER DELAY DAYS:

- A. Adverse Weather is defined as the occurrence of one or more of the following conditions which prevents exterior construction activity or access to the site within 24 hours:
1. Precipitation (rain, snow, or ice) in excess of 0.10" liquid measure.
 2. Temperatures which do not rise above 32 degrees F by 10:00 a.m.
 3. Temperatures which do not rise above that specified for the day=s construction activity by 10:00 a.m., if any is specified.
 4. Sustained wind in excess of 25 m.p.h.
 5. Standing snow in excess 1".
- B. Adverse Weather may include, if appropriate, Adry-out@ or Amud@ days:
1. For rain days above the standard baseline.
 2. Only if there is a hindrance to site access or sitework, such as excavation, backfill, and footings.
 3. At a rate no greater than 1 make-up for each day or consecutive days of rain beyond the standard baseline that total 1" or more, liquid measure, unless specifically recommended otherwise by the Architect.
- C. A Weather Delay Day may be counted if adverse weather prevents work on the Project for 50% or more of the Contractor=s scheduled work day, including a weekend day or holiday if Contractor has scheduled construction activity that day.

1.04 DOCUMENTATION AND SUBMITTALS:

- A. Submit daily jobsite work logs showing which and to what extent construction activities have been affected by weather on a monthly basis.
- B. Submit actual weather data to support claim for time extension obtained from nearest NOAA wether station or other independently verified source approved by the Architect at beginning of Project.
- C. Use Standard Baseline data provided in this Section when documenting actual delays due to wether in excess of the average climatic range.
- D. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit in accordance with the procedures for Claims established herein.
- E. If an extension of Contract Time is appropriate, it shall be affected in accordance with the provisions the General Conditions.

END OF SECTION

VOID

RFC 39

Delays Due to Foundation Issues

Roy Bruce

From: tlambe@comcast.net
Sent: Friday, August 23, 2024 12:01 PM
To: Roy Bruce
Cc: 'Gary Lide'; 'Kyle Brown'; 'Juliet J. Williams'
Subject: Response to RFC 39

Roy,

We have reviewed RFC 39 and offer the following response to Baron's request.

Background

We consider the methodology of the Contractor's request to be oversimplistic and not meeting industry standards for such a request. Baron simply stated that there was a problem, and they were 142 days late. Therefore all 142 days were the result of that one problem with no concurrent issues. At the initial meeting where this was discussed, Annie Flannigan confirmed that this was Baron's reasoning.

The City reviewed the schedule provided by Baron and found two areas of concurrent delays:

- Steel column delivery actual was 32 days after steel column delivery forecast on the original schedule.
- The Allegiant to Jarrett transition required 6 calendar days

In addition, the city is granting 5 weather days during this period.

For concurrent delays, neither side is allowed to financially benefit, therefore the city cannot claim liquidated damages and the contractor cannot claim general conditions costs. So, for the two items listed as concurrent delays above, the city is offering to grant the schedule days but will not award general conditions.

Since the city is already agreeing to five calendar days for weather, we cannot grant those same five days for situational delays.

Our calculations are shown in the table below:

Item	Original Schedule Date	Actual Date	Days Concurrent	Days Requested by Baron	Days Recommended by City	\$ Requested by Baron	\$ Reduction Recommended by City
Request by Baron (RFC 39)				142		\$138,592.00	
Concurrent - Steel Column Delivery	10/30/2023	12/1/2023	32				\$31,232.00
Concurrent - Allegiant to Jarrett Transition	12/6/2023	12/12/2023	6				\$5,856.00
Weather Days above Contract Baseline During Delay Period- Recommended by City	1/1/2024		5		137		\$4,880.00

Subtotal	\$96,624.00
Indirect (4%)	\$3,864.96
Fee (6%)	\$6,029.34
Total RFC	\$106,518.30

Therefore, the city and I believe the request for 142 days and \$138,592.00 in general conditions is not justified. We propose **137** days and **\$106,518.30** in general conditions.

Please respond with your acceptance of this counteroffer.

Respectfully,
Tim Lambe AIA/NCARB/CSI

RFC 40

Added Structural Supports at Slab Penetrations



RFI-058_Floor Openings_RFC_06
LaVergne Public Works
1500 East Nir Shreibman Blvd.
LaVergne, Tennessee 37086

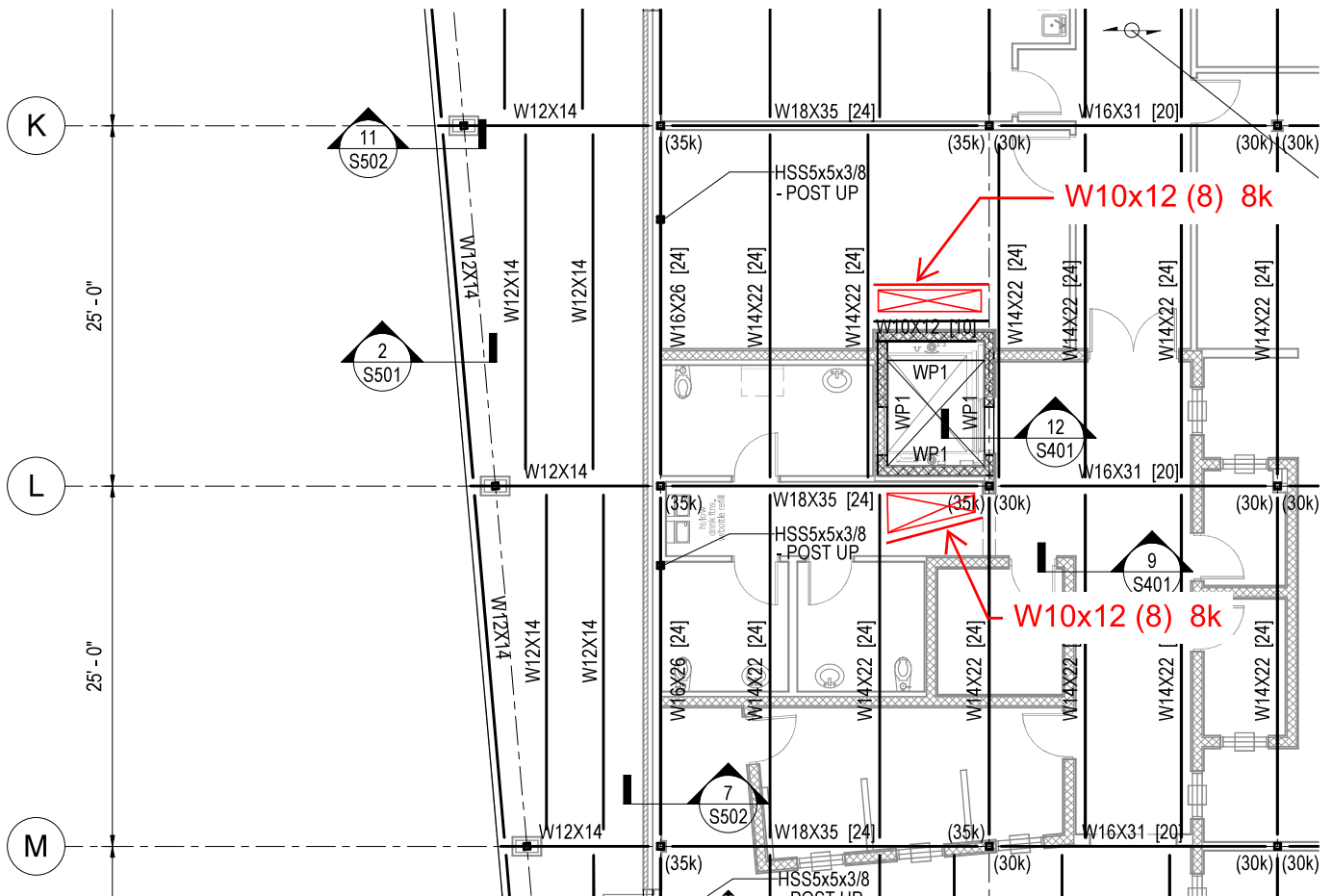
Please review the following RFC for RFI-058:

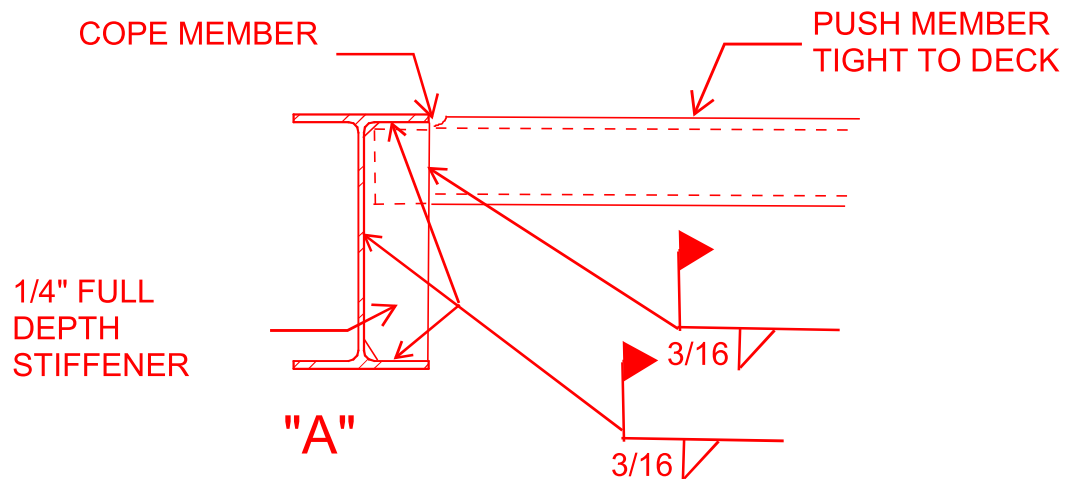
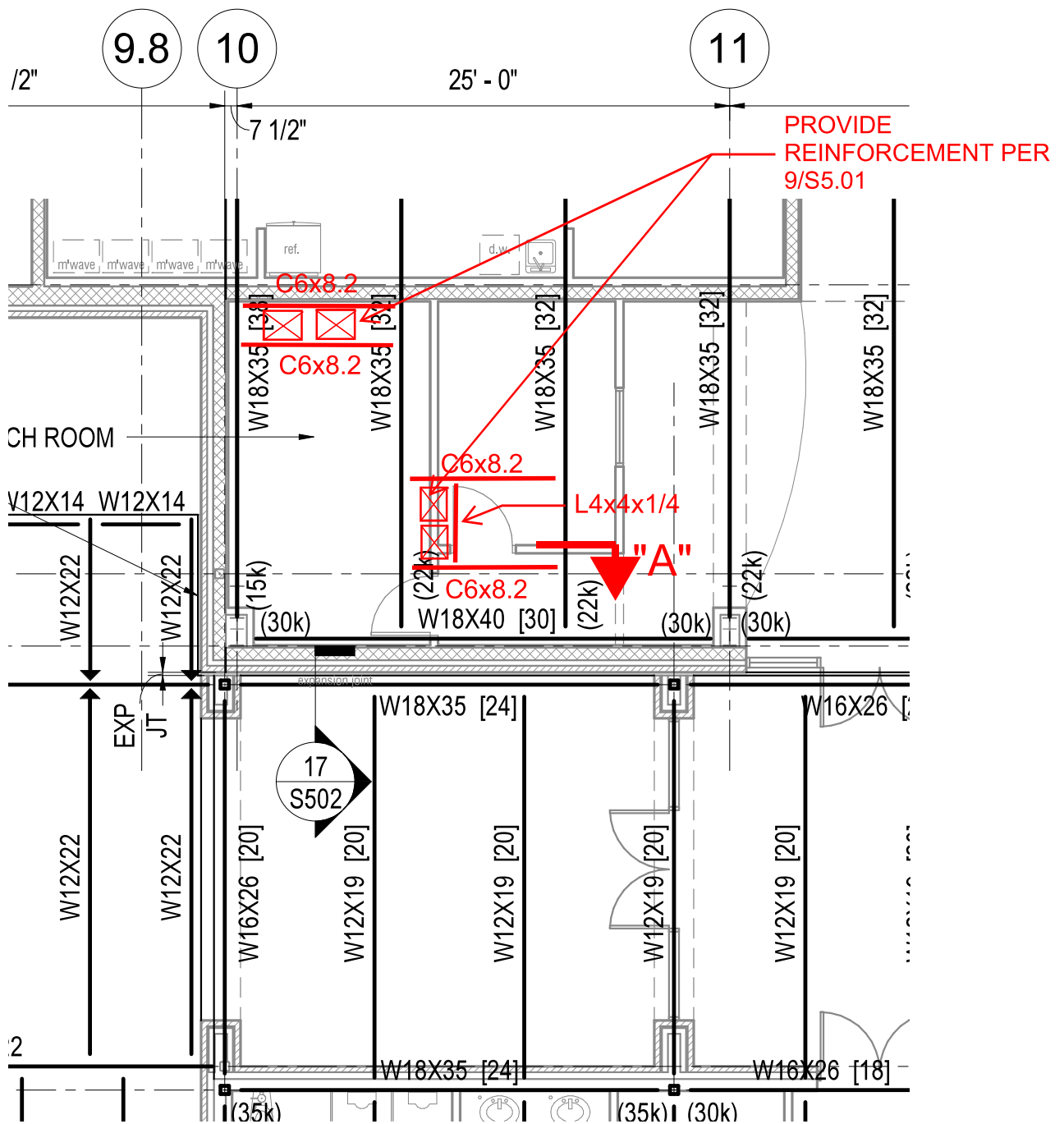
- 1.) Fabricate, Deliver and Install Beams and Channels for (4) Four Floor Openings.
- 2.) Our price includes (2) Two Beams, (4) Four Channels and Connection Materials (Web Stiffeners & Shear Tabs).
- 3.) We will provide a Field Erection Shop Drawing with Sections for the Weld Inspector.

Any questions please call my cell phone.

Jeff Hagerwood

Project Manager





Roy Bruce

From: David Lower <david.lower@wallace.design>
Sent: Tuesday, April 23, 2024 11:27 AM
To: Roy Bruce
Cc: Tim Lambe
Subject: Re: City of La Vergne Public Works & Community Development Services Facility: RFI #58
Ball in Court has changed
Attachments: Slab Penetrations 4-23-2024.pdf

Roy,

Please see the attached. These can be installed after the placement of the slab.

Please let me know if you have any questions.

Thanks,

Dave

david lower, pe se
principal

wallace design collective, pc
615.321.9710 o • 629.202.4570 d

atlanta • denver • kansas city • nashville • oklahoma city • tulsa

On Tue, Apr 23, 2024 at 10:06 AM Roy Bruce <rbruce@baronconstructionllc.com> wrote:

Dave,

Wanted to also clarify at the mechanical room, there are two AHU with supply/return duct penetrations at the floor. Will there be any additional structural members required (i.e. anything above and beyond the additional rebar per 9/S5.01)? I've clouded on the attached showing approximately where these occur.

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: David Lower <david.lower@wallace.design>

Sent: Friday, April 12, 2024 12:18 PM

To: Roy Bruce <rbruce@baronconstructionllc.com>

Cc: Tim Lambe <tlambe@comcast.net>

Subject: Re: City of La Vergne Public Works & Community Development Services Facility: RFI #58 Ball in Court has changed

Roy,

Thanks for clarifying. Please see the attached framing plan for these chases. Thanks,

Dave

david lower, pe se
principal

wallace design collective, pc
615.321.9710 o • 629.202.4570 d

atlanta • denver • kansas city • nashville • oklahoma city • tulsa

On Wed, Apr 10, 2024 at 12:39 PM Roy Bruce <rbruce@baronconstructionllc.com> wrote:

David,

I don't think I ever responded to this. It looks like I was not clear in what I was asking. The penetrations would be through the floor slab on deck and we wanted to confirm / ask if additional supports are required

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: David Lower (Wallace Design Collective) <Baron_Construction_LLC@procoretech.com>

Sent: Tuesday, March 5, 2024 1:17 PM

To: Roy Bruce <rbruce@baronconstructionllc.com>

Subject: City of La Vergne Public Works & Community Development Services Facility: RFI #58 Ball in Court has changed

City of La Vergne Public Works & Community Development Services Facility



More details: [View online](#) [Open In App](#) ☐ [View PDF](#)

RFI #58 - Mechanical Chases/Penetrations 2nd Floor is now in Bruce, Roy (Baron Construction, LLC)'s court.

RFI #58 was due on Monday, March 4, 2024.

QUESTION 1

Asked By: Roy Bruce (Baron Construction, LLC)

Date: Fri Mar 1, 2024 at 02:32 pm CST

Question: Tim, David,

Sheet A107 indicates metal stud framing around each end of the elevator (north and south) corresponding with HVAC duct shown on sheet M007.

Also at mechanical room E201 - there are some penetrations for the duct from the units in this room shown on M007.

Structural drawings do not show additional framing/supports for these locations, or blockouts. Please advise how we should proceed.

Please confirm location and details for any additional mechanical chases for the project.

Attachments: None

All Replies

Answered By: David Lower (Wallace Design Collective)

Date: Tue Mar 5, 2024 at 01:16 pm CST

Response: Light gage metal stud design and openings through light gage framing is the responsibility of the contractor.

Attachments: None

ADDITIONAL DETAILS

Project: City of La Vergne Public Works & Community Development Services Facility

Subject: Mechanical Chases/Penetrations 2nd Floor

Date Initiated:	03/01/24
Created By:	Roy Bruce (Baron Construction, LLC)
Assigned To:	Lambe, Tim (Lambe & Associates, LLC) Lower, David (Wallace Design Collective) <i>(response required)</i>
Responsible Contractor:	Triple Steel, LLC
Received From:	Jeff Hagewood (Triple Steel, LLC)
Distribution List:	Bruce, Roy (Baron Construction, LLC) Flanagin, Annie (Baron Construction, LLC) Lide, Gary (City of La Vergne, TN)
Schedule Impact:	TBD
Cost Impact:	TBD
Drawing Number:	A107, M007

More details: [View online](#) [Open In App](#) ☐ [View PDF](#)

Powered By [Procore](#) | support@procore.com | <https://support.procore.com>

RFC 45

Revised Electrical Rough-Ins for Access Control and Area F



A & S Electric, Inc.

80 Cleveland Street
Nashville, TN 37207
615 - 244- 9560 Fax 254 - 4618

State Lic. #20026
Expires: 5/31/2024.
Classification: E, CE
Limit: UNLIMITED
Metro Lic. #415
Murfreesboro Lic.#0165

DATE: August 13, 2024
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.

Total Amount: \$1,104.30

Items involved

- Added/moved TVs in office
- Labor

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,

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



A & S Electric, Inc.

80 Cleveland Street
Nashville, TN 37207
615 - 244- 9560 Fax 254 - 4618

State Lic. #20026
Expires: 5/31/2024.
Classification: E, CE
Limit: UNLIMITED
Metro Lic. #415
Murfreesboro Lic.#0165

DATE: August 13, 2024
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.

Office Power/Data Moved - Total Amount: \$833.42

Items involved

- Material
- Labor

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,

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

REQUEST FOR CHANGE

Date: August 16, 2024

Proposal Request #: RFP-45

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: Electrical Drawings and Specifications

Drawing Number(s): E307 and E407

Description: Modify electrical and data locations at Room F204

MODIFY: Please provide a price for labor and materials and all associated costs to relocate the blocking. TV, data, and power locations per the field directive of 08.08.24 as shown in the attached drawings.

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.



SECOND FLOOR PARTIAL FLOOR PLAN AREA 'F' - POWER

SCALE: 1/8" = 1'-0"

VIEWS



CITY OF LA VERGNE
PUBLIC WORKS AND
DEVELOPMENT SERVICES
1500 E. N. R. SHREIBMAN
LA VERGNE, TENN

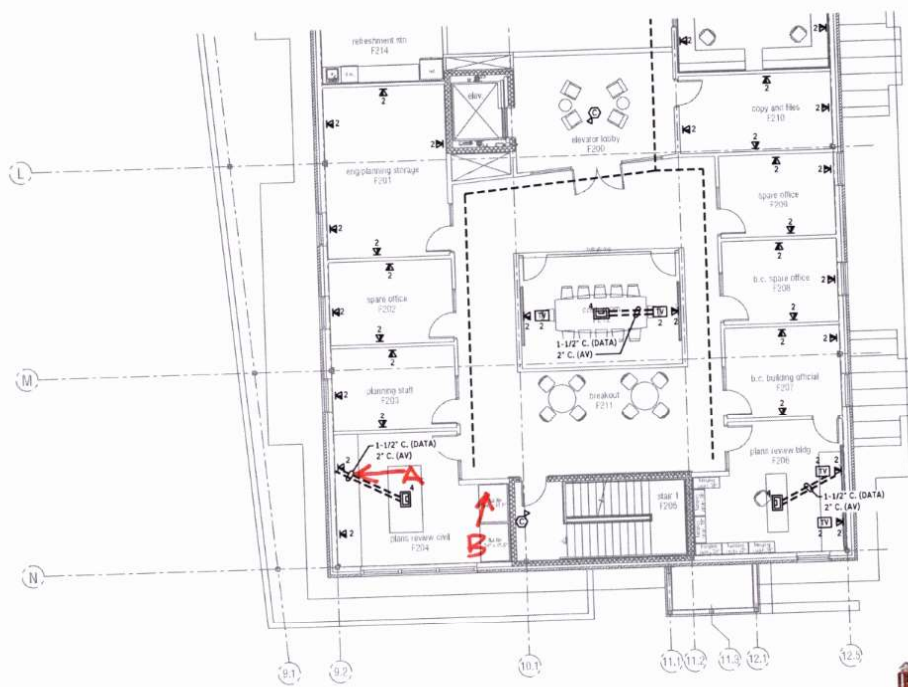
REV.	DATE
△	
△	
△	
△	
△	

L+A Job No. 2110
01.22.23

Second Floor
Partial Floor Plan
Area 'F' - Power

E307

sheet



SECOND FLOOR PARTIAL FLOOR PLAN AREA 'F' - SYSTEMS
 SCALE: 1/8" = 1'-0"

VIEWS



**CITY OF LA VERGNE, TN
 PUBLIC WORKS AND
 DEVELOPMENT SERVICE**
 1500 E WIR SHREIBMAN BOUL
 LA VERGNE, TENN

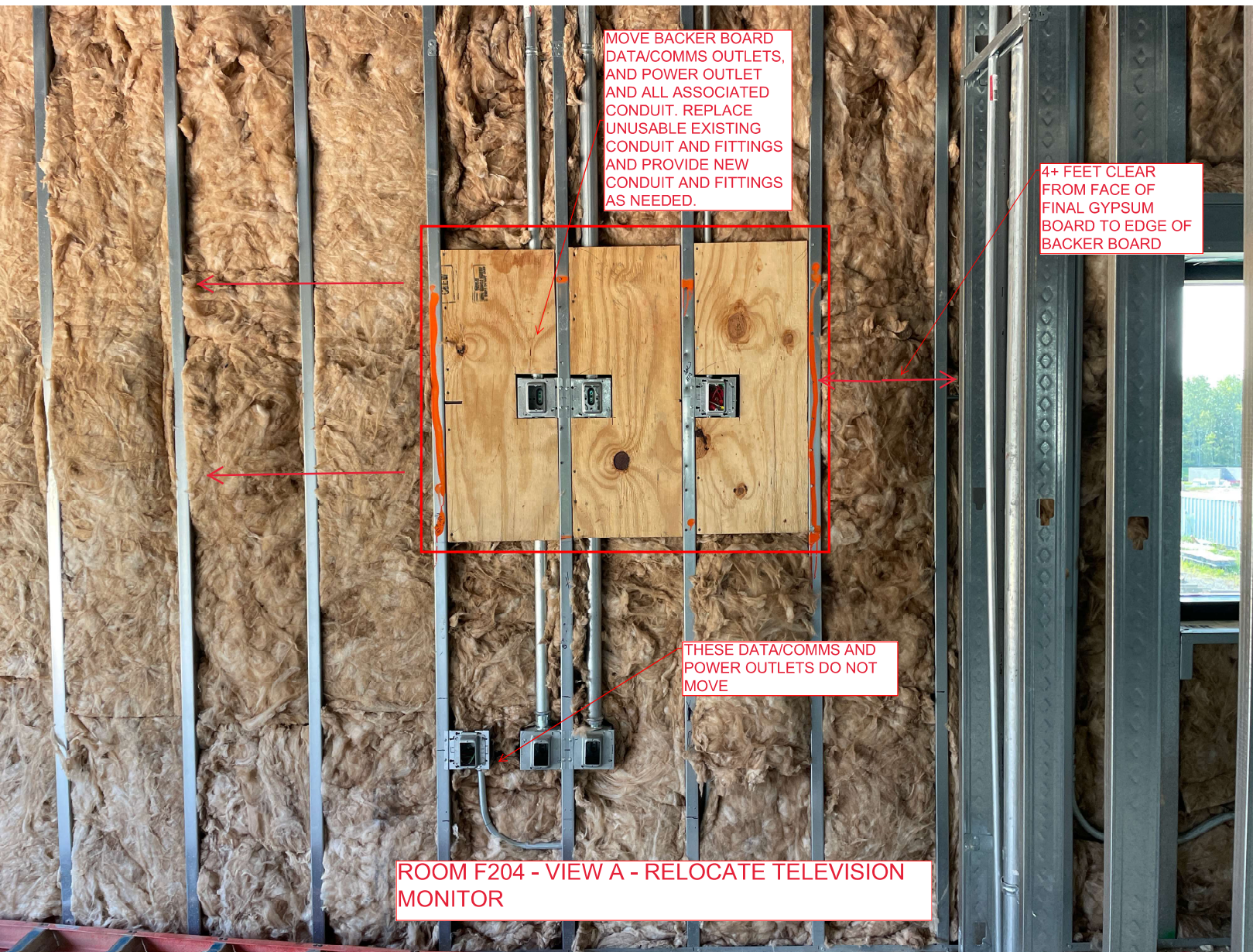
REV.	DATE
△	
△	
△	
△	
△	

L+A Job No. 2110
 01.22.23

Second Floor
 Partial Floor Plan
 Area 'F' - Systems

T407

sheet



MOVE BACKER BOARD
DATA/COMMS OUTLETS,
AND POWER OUTLET
AND ALL ASSOCIATED
CONDUIT. REPLACE
UNUSABLE EXISTING
CONDUIT AND FITTINGS
AND PROVIDE NEW
CONDUIT AND FITTINGS
AS NEEDED.

4+ FEET CLEAR
FROM FACE OF
FINAL GYPSUM
BOARD TO EDGE OF
BACKER BOARD

THESE DATA/COMMS AND
POWER OUTLETS DO NOT
MOVE

ROOM F204 - VIEW A - RELOCATE TELEVISION
MONITOR



ADD BACKER BOARD,
DATA/COMMS OUTLETS
(2), AND POWER OUTLET
AND ALL ASSOCIATED
CONDUIT AND FITTINGS
FOR TELEVISION
MONITOR.

ALSO PROVIDE WIRING
CONDUCTORS, L
TERMINATIONS, ETC. AS
NEEDED FOR THE 120V
POWER AT THE OUTLET.

ROOM F204 - VIEW B - ADD TELEVISION
MONITOR



Board of Mayor and Aldermen

Meeting Date: September 26, 2024

Item Attachments:

1. Proposed Modification #2 - PSA with TTL Inc
2. PSA - TTL, Inc - PW-CDS Facility
3. Modification #1 - PSA with TTL, Inc - 2024-05-08

There are sufficient unallocated funds within the existing approved budget to accommodate this \$40,000 increase. Therefore, no change to the project budget is needed.

Item	Budget	Remaining
Baron Contract	\$27,479,286.64	\$9,573,982.70
Baron Potential Mod Outstanding	\$124,060.48	\$124,060.48
Lambe + Associates	\$161,115.50	\$39,315.00
TTL, Inc. (Structural)	\$160,000.00	\$25,333.18
TTL, Inc. Potential Modification	\$40,000.00	\$40,000.00
Furniture	\$400,000.00	\$25,600.16
Low Voltage	\$225,375.28	\$112,687.64
Contingency	\$2,780,162.10	\$2,780,162.10
Total	\$31,370,000.00	\$15,143,189.43
	Percent Spent	51.73%
	Percent Remaining	48.27%

Schedule Summary:

This contract is being extended to December 28, 2024 to match the duration of the Baron Construction, LLC contract extension.

Staff Recommendation:

Staff recommends approval.

Modification Number 02

To the Professional Services Agreement

Between The City of La Vergne Board of Mayor and Aldermen and TTL, Inc. for 'Structural Inspection and Testing Services for the City of La Vergne Public Works and Community Development Services Facility'. Original Contract Executed 27 June 2023 (Modification 01 – 08 May 2024)

This modification makes the following revision to the contract:

Section 2.01 A. is changed to read as follows:

The total contract amount shall not exceed \$200,000.00 without a modification to this agreement approved by the City of La Vergne Board of Mayor and Aldermen (BOMA) per Section 2.03.

The undersigned have duly executed and delivered this Agreement, and hereby declare that they have read, understand, and agree to each and every term, condition and covenant contained in this agreement and in any document incorporated by reference.

City of La Vergne

Date

By: Jason Cole
Mayor

TTL, Inc.

Date

By:

City of La Vergne Tennessee
Professional Services Agreement

Section 1 - Scope

1.01 Overview

- A. Consultant shall provide, either through own or contracted forces, the scope of services defined in Exhibit "A" of this agreement related to the project described as **'Structural Inspection and Testing Services for the City of La Vergne Public Works and Community Development Services Facility'**.

Section 2 - Compensation

2.01 Not to Exceed

- A. The total contract amount shall not exceed \$100,000.00 without a modification to this agreement approved by the City of La Vergne Board of Mayor and Aldermen (BOMA) per Section 2.03.

2.02- Basis of Compensation

- A. Consultant shall be compensated for work performed on an hourly basis, at the rates shown in consultant's fee schedule, attached to this document as exhibit "B".
- B. Consultant shall be compensated for material expenses such as printing, travel, etc. at the rates shown in the consultant's fee schedule, attached to this document as exhibit "B".
- C. Despite referencing the fee schedule no payment beyond the amount shown in Section 2.01.A will be authorized without an approved change order from the City.
- D. Consultant is responsible for all compensation to sub-contracted firms and individuals, according to the scope of services and fee schedules shown in exhibits "A" and "B" respectively.

2.03- Change Orders

- A. The not to exceed price may only be modified by a change order approved by the City.
- B. Consultant must notify the City immediately when total value of work and materials performed passes 50% of the total contract amount shown in Section 2.01 of this document. Back-up documentation must be provided for any portions of those costs which are not part of a previously-approved invoice. The City will then have time to modify the contract as necessary to meet estimated project requirements.

- C. Change order pricing will be calculated at the rates shown in Exhibit "B" fee schedule.
- D. Change orders will be negotiated by City staff and the Consultant to provide an equitable resolution consistent with the project intent.
- E. The City is not obligated to accept change orders and services provided outside the scope of the Contract and previously approved change orders will be done at risk to the Consultant.

Section 3 - Schedule

3.01- Schedule

- A. Within 14 calendar days of receiving the Contractors Construction Project Schedule, Consultant shall provide to the City a schedule of the services to be performed coordinated with that schedule
- B. The Contract duration is anticipated to be a maximum of 455 calendar days.
- C. Contract duration shall begin on the commencement date provided within the notice to proceed which will be issued by the City to the consultant
- D. The Contract duration and schedule may be modified by mutual agreement by both the City and Consultant if there is no change in the contract amount shown in Section 2.01 and any executed modifications. Agreement is to be documented with a change order signed by the City's project manager and an authorized employee of the Consultant.
- E. If the Contract duration and schedule change results in a change in the contract amount, Consultant must seek a change order pursuant to section 2.03.

3.02 - Notice to Proceed

- A. A Notice to Proceed will be issued by the City project manager after the contract is executed by both the City and the Consultant
- B. Services provided prior to the notice to proceed will be done at risk to the Consultant

Section 4 - Payment

4.01 - Invoices

- A. Consultant shall prepare and submit invoices to the City project manager on a monthly basis beginning on the first full calendar month after notice to proceed is issued, a copy will also be sent to the City finance department as well.
- C. Invoices will include the following:
 - 1. Project Name
 - 2. Name, address, contact number, and email for consultant
 - 3. Not to exceed amount, adjusted for change orders
 - 4. Cumulative paid
 - 5. Current Billing

6. Accounting of work and materials provided based on rate schedule in exhibit "B"
7. Invoice date
8. Signature block for Consultant project manager
9. Signature block for City project manager
10. One page work summary narrative that outlines progress, project needs, deliverables, schedule updates, and other relevant information

4.02- Payment

- A. City will pay approved invoices within thirty (30) days of receipt
- B. Invoices more than 30 days past due may have finance fee of 1% applied, fee must be included on new invoice documenting past due status, and fee will not count against the not to exceed amount shown in 2.01.A.
- C. Payment for services/materials rendered does not constitute complete acceptance of work performed, only acknowledgement that work was performed on the City's behalf
- D. If City fails to pay within sixty (60) days of invoice receipt the Consultant may suspend services until past due balances are paid
- E. Payment will not be subject to discount unless approved by both the City and the Consultant

4.03 Disputed Invoices

- A. If for any reason the City disputes an invoice, the City will notify the Consultant within fourteen (14) calendar days by email or letter stating the disputed items and amounts
- B. The City will pay non-disputed invoiced amounts in accordance with section 4.03

Section 5 - Consultants Responsibilities

5.01- Standard of Care

- A. Consultant will provide services in accordance with established precedent, procedure, and professional judgment in accordance with the standard of care and skill exercised by their profession
- B. Consultant will act in a professional manner while undertaking work upon the city's behalf
- C. Consultant will communicate frankly and honestly with City staff and elected officials
- D. Consultant will not hold the City responsible for the technical accuracy of Consultant deliverable, Consultant will correct deficiencies in technical accuracy without additional compensation

5.02- Work by Others

- A. Consultant will hold all sub-consultants, contractors, and manufacturers to the same standard to which they are held, and will be accountable for their conduct and deliverables
- B. Consultant may rely upon the services performed by others as ordinarily or customarily furnished, however this will not relieve the consultant of their responsibilities regarding technical accuracy and professional conduct

5.03- Compliance

- A. Consultant will comply with applicable local, state, and federal laws in regards to the performance of this Agreement
- B. Consultant will comply with any and all policies, procedures, and instructions from the City that are applicable to the consultants performance under this agreement to the extent that compliance does not violate the standard of care, any local, state, or federal law, and the standards of professional practice

Section 6- City's Responsibilities

6.01-Project Manager

- A. City will provide a project manager whom will act as the City's representative in regards to the Agreement. This project manager will be the City Engineer.
- B. The City project manager will assist in scheduling required meetings with staff and elected officials
- C. The City project manager will establish lines of communication between the consultant and the construction general contractor for the purpose of coordinating minimum 24-hour advance notice for inspections and testing
- D. The City project manager will review invoices, project submittals, and provide timely feedback
- E. The City project manager will work with the Consultant to arrange access necessary for the advancement of work, such as site visits, city databases, and records to which the city has existing arrangements to utilize

6.02- Information

- A. City will furnish any reasonably available information regarding the services provided in a timely manner when requested by the Consultant
- B. City will provide any policies, procedures, design requirements, or instructions necessary for the work in a timely manner

6.03- Compliance

- A. City will comply with applicable local, state, and federal laws and regulations

Section 7- Work Products

7.01- Deliverables

- A. Any study, report, plan, specification, design, map, or other project deliverable both in hard copy and digital formats shall be the property of the City
- B. The City may share as necessary any project deliverable as required by the Freedom of Information Act if requested through proper channels
- C. Consultant may re-use, duplicate, modify, or share work products upon completion unless the sharing of work products presents a security or safety hazard to the City

Section 8- Insurance

8.01- Requirements

- A. Consultant will maintain insurance coverage with the following minimum limits
 - 1. Commercial General Liability with standard ISO coverage, two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence
 - 2. Automobile Liability Insurance with standard ISO coverage and combined single limits of one million dollars (\$1,000,000)
 - 3. Worker's Compensation Insurance with limits as required by statute and Employer's Liability insurance with limits of one million dollars (\$1,000,000) per employee for bodily injury by accident, one million dollars (\$1,000,000) per employee for bodily injury by disease, and one million dollars (\$1,000,000) policy limit for disease
 - 4. Professional Liability Insurance covering consultants negligent acts, errors, or omissions in performance of professional services with available limits of two million dollars (\$2,000,000) per claim and annual aggregate

8.02- Proof of Coverage

- A. Consultant will provide certificate(s) of insurance attached to this Agreement as exhibit "C" showing policy limits as described in 8.01.A of this Agreement

8.03- Coverage of the City

- A. Consultant will have the City endorsed as an additional insured party to the Consultants commercial general liability policy, which shall be primary and noncontributory

Section 9- Indemnification

9.01- Consultant Obligation

- A. Consultant will, to the fullest extent permitted by law, indemnify and hold harmless the City, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by Consultants negligent act, error, or omission in their performance of professional services and the scope included in exhibit "A" of this agreement

Section 10- Termination and Suspension

10.01- Suspension

- A. The city may suspend the work specified in this Agreement for up to ninety (90) days upon providing 14 calendar day notice to the Consultant
- B. The Consultant may suspend work if the City fails to pay for invoiced services pursuant to section 4.03.D of this agreement

10.02- Termination for Cause

- A. Either the City or the Consultant may terminate the Agreement for cause with thirty (30) days written notice in the event of substantial failure by either party to perform in accordance with the terms of the Agreement through no fault of the terminating party
- B. The City may terminate the Agreement for cause with seven (7) days notice in the event that the Consultant has performed an illegal, unethical, or negligent act that significantly impacts the ability of the City and Consultant to continue work together in good faith

10.03- Termination for convenience

- A. The City may unilaterally terminate the Agreement with or without cause with thirty (30) days notice

10.04- Payment following termination

- A. Follow Section 4

Section 11- Controlling Law

11.01- Controlling Law

- A. This agreement is to be governed by the Laws and Regulations of the state of Tennessee
- B. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement shall be brought in Rutherford County, Tennessee.

Section 12- Assignment, Bind Effect, Severability

12.01- Assignment

- A. Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent

12.01- Binding Effect

- A. City and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of both parties are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assignees) of such other party, in respect of all covenants, agreements, and obligations of this Agreement

12.02- Severability

- A. If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this agreement shall remain in full force and effect to the greatest extent possible and all remaining sections or provisions construed so that they are as consistent with both parties' intents as possible

Section 13- Dispute Resolution

13.01- Notice of Dispute

- A. Notice of a dispute will be provided in writing
B. Notice of Dispute by the City will be delivered by the City project manager to the City's main point of contact with the Consultant
C. Notice of Dispute by the Consultant will be delivered to the City project manager

13.02- Methods of Dispute Resolution

- A. The City and Consultant agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of written notice of dispute
B. If the City and Consultant fail to resolve the dispute through negotiation both parties agree to enter into non-binding meditation with a neutral third party mediator that shall be mutually agreed upon

Section 14- Force Majeure

14.01- Force Majeure

- A. Either party of this agreement shall be excused from any delays and/or failures in performance to the terms of this Agreement that arise from events beyond the reasonable control of either party, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, Unforeseen Governmental Action, Terrorism. Affected party will attempt to remedy to the extent possible said failures or delays and recommence under the terms of this agreement within a reasonable time of such remedy.

Section 15- Entire Agreement and Amendment

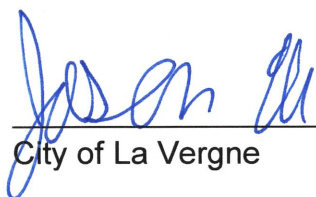
15.01- Entire Agreement

- A. This Agreement and the exhibits named herein represent the entire agreement between the City and the Consultant and supersede all prior negotiations, understandings, or agreements

15.02- Amendment

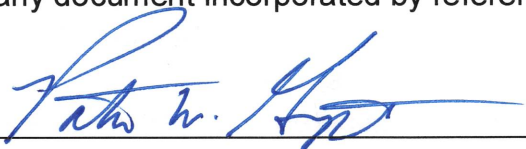
- A. Any amendment to this Agreement must be made in writing and signed by all parties prior to the performance of any terms or conditions contained in said amendment

The undersigned have duly executed and delivered this Agreement, and hereby declare that they have read, understand, and agree to each and every term, condition and covenant contained in this agreement and in any document incorporated by reference.



City of La Vergne

By: Jason Cole
Mayor



TTL, Inc.

By: Patrick W. Gupton
Executive Vice President

Modification Number 01

To the Professional Services Agreement

Between The City of La Vergne Board of Mayor and Aldermen and TTL, Inc. for 'Structural Inspection and Testing Services for the City of La Vergne Public Works and Community Development Services Facility'. Original Contract Executed 27 June 2023

This modification makes the following revision to the contract:

Section 2.01 A. is changed to read as follows:

The total contract amount shall not exceed \$160,000.00 without a modification to this agreement approved by the City of La Vergne Board of Mayor and Aldermen (BOMA) per Section 2.03.

The undersigned have duly executed and delivered this Agreement, and hereby declare that they have read, understand, and agree to each and every term, condition and covenant contained in this agreement and in any document incorporated by reference.



City of La Vergne

By: Jason Cole
Mayor

5/8/24

Date



TTL, Inc.

05/08/2024

Date

By: Patrick Gupton
Executive VP



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 26, 2024

Item #: 4.H. Approve Change Order #1 with W&O Construction Company, Inc. for the Water System SCADA Upgrades Project.

Department: Engineering

Presented By: Jaimi Ensey, Kyle Brown

Item Attachments: 1. Change Order #1

Summary:

This will approve Change Order #1 for the Water System SCADA Upgrades Project.

Background Information:

Please see the attached letter and packet from Jaimi Ensey regarding this change order.

Financial Summary:

This change order will increase the contract amount by \$225,125.00, bringing the new project total to \$5,116,657.00.

Staff Recommendation:

Staff recommends approval.

September 16, 2024

Mr. Kyle Brown, P.E.
Assistant City Administrator
City of La Vergne
5093 Murfreesboro Road
La Vergne, Tennessee 37086

**RE: WATER SYSTEM SCADA UPGRADES – CHANGE ORDER #1 PACKAGE
CITY OF LA VERGNE, TENNESSEE
G&M FILE 442-116; TDEC DW20230938; UTILITY ID 1745 ARP DW-COSTD-1**

Dear Mr. Brown,

Please find enclosed for the Change Order #1 packet for the project referenced above. This Change Order #1 includes four scope additions from the original Contract. The first is for replacing an existing ceiling mounted transformer located in the Fluoride Room of the Water Treatment Plant Building #1 that was identified to be corroded and in need of replacement as work began with the electrical subcontractor preparing to replace and relocate the other electrical related wall mounted panels in this room, which is part of the original scope of work. The second item is for installing a new 2-inch conduit for approximately 135 linear feet from the Electrical Building to the Lagoon Pump Station for a new fiber needed for the SCADA network connectivity of the two control panels located near the lagoon area. The third is for installing a new conduit for approximately 100 linear feet from the existing grinder pump station pull box to the existing entry vehicle gate operator controller for SCADA network connectivity to open and close the gate via SCADA in lieu of the existing landline telephone system. The fourth item is for the replacement of the five (5) high service pump VFDs that pump the finished water into the water distribution system. Additional details explaining each of these items is included in the attached “Change Order #1 – Scope of Work” document. This Change Order is simultaneously being submitted to TDEC for their review and records, as these items are not in contact with the water being treated or any change in regards to the water treatment process itself.

Please see the enclosed Change Order #1 packet for the full details and correspondence with the Contractor. Please do not hesitate to contact me if you have any questions or concerns by phone at 615-895-8221 or by email at jenseny@griggsmaloney.com.

Sincerely,
GRIGGS & MALONEY, INC.



Jaimi Ensey, P.E.

Encl: Change Order #1 Form (1 page)
Change Order #1 Summary of Cost Document (1 page)
Change Order #1 Scope of Work Document (2 pages)
Change Order 1.0 Contractor's Package for Transformer (11 pages)
Change Order 1.1 Contractor's Package for Lagoon Area Conduit (11 pages)

Change Order 1.2 Contractor's Package for Gate Area Conduit (6 pages)
Change Order 1.3 Contractor's Package for VFDs (24 pages)
Change Order 1.3 Contractor's Clarification Email (2 pages)

Copy: Mr. Bruce Richardson, City of La Vergne
Mr. Scott Tatalovich, City of La Vergne
Mr. Mike Dietz, City of La Vergne
Mr. Ethan Bogle, City of La Vergne
Mr. Josh Gilispie, W&O Construction Co., Inc.
Mr. Ryan Maloney, Griggs & Maloney, Inc.

SECTION 00941

CHANGE ORDER

Change Order No. 1

Date of Issuance:	Effective Date:
Owner: City of La Vergne	Owner's Contract No.: 442-116
Contractor: W&O Construction Co., Inc.	Contractor's Project No.:
Engineer: Griggs & Maloney, Inc.	Engineer's Project No.: 442-116
Project: Water System SCADA Upgrades	Contract Name: Water System SCADA Upgrades

The Contract is modified as follows upon execution of this Change Order:

Description: (1) Addition of replacing/relocating electrical transformer from Fluoride Room; (2) New 2" conduit from Electrical Building to Lagoon Pump Station Control Panel; (3) New conduit from Entrance Gate Operator to Grinder PS Electrical Pull Box; (4) Replacing five (5) VFDs for the (5) High Service Pumps

Attachments: Summary of Contract Price Changes, Scope of Work Document, W&O Proposals for Each Portion

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 4,891,532.00	Original Contract Times: Substantial Completion: 695 days – March 27, 2026 Ready for Final Payment: 730 days – May 1, 2026 days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : \$ N/A	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial Completion: N/A Ready for Final Payment: N/A days
Contract Price prior to this Change Order: \$ 4,891,532.00	Contract Times prior to this Change Order: Substantial Completion: 695 days – March 27, 2026 Ready for Final Payment: 730 days – May 1, 2026 days or dates
[Increase] [Decrease] of this Change Order: \$ 225,125.00	[Increase] [Decrease] of this Change Order: Substantial Completion: 0 days Ready for Final Payment: 0 days days or dates
Contract Price incorporating this Change Order: \$ 5,116,657.00	Contract Times with all approved Change Orders: Substantial Completion: 695 days – March 27, 2026 Ready for Final Payment: 730 days – May 1, 2026 days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u><i>Gaiman</i></u>	By: _____	By: <u><i>D. J. R.</i></u>	By: _____		
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>ENGINEER</u>	Title: _____	Title: <u>VP</u>	Title: _____		
Date: <u>9/19/24</u>	Date: _____	Date: <u>9/16/24</u>	Date: _____		

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

END OF SECTION 00941

Change Order No. 1

Date of Issuance:	Effective Date:	
Owner: City of La Vergne	Owner's Contract No.:	442-116
Contractor: W&O Construction Co., Inc.	Contractor's Project No.:	
Engineer: Griggs & Maloney, Inc.	Engineer's Project No.:	442-116
Project: Water System SCADA Upgrades	Contract Name:	Water System SCADA Upgrades

Summary of Contract Price Changes		
CO #	Description	Price
1.0	Installation/Relocation to Electrical Room of Building Transformer for low voltage breaker panel.	\$ 17,729.00
1.1	Addition of new underground raceway from the Electrical Building to the Lagoon Pump Station due to existing conduit being too small to use for fiber as originally intended.	\$ 10,539.00
1.2	Addition of new underground raceway from the Entrance Gate Operator controller to the existing Grinder Pump Station electrical pullbox for SCADA open/close capability of gate.	\$ 4,735.00
1.3	Replacement of the five (5) new High Service Pump VFDs, including integration with SCADA.	\$ 192,122.00
Net Total Change in Contract Price		\$ 225,125.00

**Water System SCADA Upgrades
Change Order #1 – Scope of Work**

City of La Vergne, Tennessee

September 16, 2024

G&M File 442-116; TDEC DW20230938; Utility ID 1745 ARP DW-COSTD-1

This Change Order #1 includes the following contract adjustments and new equipment items to be incorporated within the existing contract scope as follows:

1.0 Addition of replacing/relocating the electrical transformer in the Fluoride Room to the Electrical Room of WTP Building #1 :

In the Fluoride Room of Water Treatment Plant, the existing SCADA panel “RTU-2” is being replaced and the new SCADA panel “PLC-FP1” (including all conduits/wiring) will be located completely outside of this room due to the corrosive environment and safety hazards associated with working around the fluoride chemical, as expressed by the WTP staff. Additionally, there is a wall mounted electrical breaker panel in the Fluoride room that is included in the scope of the SCADA project to be removed and a new breaker panel installed with all conduit/wire relocated to the “Electrical Room” of WTP Plant Building #1 for the same reasons as the SCADA panel. When the Electrical Subcontractor for the SCADA project began working onsite, they made us aware that the ceiling mounted electrical transformer is also corroded like the other components being moved out of this Fluoride room and asked if we wanted to remove it and put a new one in the same electrical room as the new breaker panel. The Contractor provided pricing for this new, relocated transformer and is part 1 of this Change Order. Given the conditions of that room, the condition of the other electrical/SCADA panels, and already getting the other electrical components out to a much less corrosive environment, it is recommended to replace this transformer with a new one in the proposed Electrical Room location of the Water Treatment Plant Building #1.

The total installed cost is \$17,729.00.

1.1 Addition of new 2” conduit from Electrical Building to Lagoon Pump Station Area:

The primary scope of the SCADA project is to upgrade the out-of-date and no longer supported hardware, software, and communications network consisting of fiber and CAT-6 ethernet based connectivity. Currently, there is no fiber or Data Highway Plus (existing communication network) connectivity to the lagoon pump station or membrane recovery raw pump station control panels located in the vicinity of the lagoon area. The plans originally showed relocating existing signal wiring to the lagoon pump station control panel (PLC-LPS) and utilizing a then empty conduit between the membrane recovery pump station and the Electrical Building. However, upon further field investigation and communication with the electrical subcontractor and electrical engineer, there were concerns with the size of the existing 1” conduit being too small to pull the new fiber cable. The cost includes trenching approximately 135 feet and installation of the new 2” conduit complete in place from the Electrical Building pull box to the Lagoon Pump Station Control Panel. It is recommended and needed for this conduit to be installed for the SCADA fiber connectivity to the Lagoon Pump Station Control Panel.

The total installed cost is \$10,539.00.

1.2 Addition of new conduit from the Entrance Vehicle Gate Operator Controller to Existing Electrical Pull Box near Grinder Pump Station:

The SCADA project includes providing an open/close contact from the WTP's site entrance vehicular slide gate controller for the operators to be able to open/close the gate from the SCADA system, instead of the current landline telephone system. During the design phase and through onsite investigations and discussions with the IT department regarding the telephone communication recently being replaced with fiber for the entry gate communications, it was believed there was a viable pathway to get the new contact wires from the gate operator and into the building to connect to one of the SCADA PLC panels. However, upon the electrical subcontractor's more in-depth onsite field investigation of existing pathways, they determined that the last leg of the existing conduit pathway is $\frac{3}{4}$ -inch leaving the pull box and transitions to $\frac{1}{2}$ " along the way to the gate operator. The electricians were not able to get any movement of the existing wires and there was no additional space to add more wires. A new conduit from this pull box to the gate operator will be required, which will require cutting a trench with potential of encountering some rock.

The total installed cost is \$4,735.00.

1.3 Addition of replacing the five (5) existing High Service Pump VFDs:

The high service pumps pump water from the finished water clearwell into the water distribution system from the water treatment plant. There are five (5) pumps and each pump is equipped with a variable frequency drive (VFD) that allows for the pumps to slowly start, helping with both water hammer and electricity draw, and allows for the pumps to be speed up or slowed down to pump the needed flow rate into the water distribution system. The VFD of Pump #2 is no longer working. The Water Treatment Plant Operators have troubleshooted the issues and determined, with the assistance of the manufacturer of the drives (Eaton), that the drive cannot be repaired and needs to be replaced. The existing model is no longer available or supported and Eaton has recommended the new, replacement model for this model. The new model is equipped with Ethernet IP, which is the same communication as the rest of the SCADA upgrades; however, will require replacement of the existing RS485 serial cables connecting the existing VFDs to the existing SCADA network. Given the long lead time duration of obtaining the VFDs (in the event another VFD was to fail and potentially resulting in an emergency situation of not having enough pumps available to run), requiring a qualified electrical contractor to install and start-up, and services of a System Integrator to integrate into the SCADA system, it is recommended to replace all five (5) VFDs for the high service pumps at this time.

The total installed cost, including start-up, of all five (5) VFDs is \$192,122.00.



September 10, 2024

Griggs & Maloney, Inc.
745 South Church Street
Suite 205
Murfreesboro, TN 37130
Attn - Jaimi E Ensey

Re: New Dry Type Transformer
LaVergne, Tennessee WTP

Dear Ms. Ensey

At your request, the proposal for installing a new dry type transformer in electrical room.

LaVergne, Tennessee WTP

<u>Item Totals</u>	<u>Cost</u>
Labor & Supervision	\$1,407.00
Material	\$182.00
Extended Overhead	\$0.00
Bond	\$174.00
Insurance	\$0.00
Subcontract/Freight	\$14,893.90
Tools and Equipment	\$80.00
Subtotal	\$16,736.90
 O H & P	 \$992.00
 TOTAL	 \$17,729.00

This pricing is good for 45 days.

Please feel free to call if you need any additional information.

Sincerely,

Josh Gilispie
Project Manager

Cc: Change Order File

Attachments: Weifid Quote



PROPOSAL SUMMARY

#	DESCRIPTION			
1				
2	Installation of New Dry Type Transformer in Electrical Room: Includes copper bindings for the 45KVA Transformer, removal of existing transformer in flouride room, installation of new 45 KVA transformer with housekeeping pad, and furnish and installation of new conduit and wire for transformer in new location.			
3				
4				
5				
6				
7				
8	The Contract Time Extension due to this <u>Change Order</u> is <u>0</u> Calendar days			
9				
10	MATERIALS			TOTAL
11	From Page 2 ,			\$ 182.00
12			Tax 0.00% \$ -	\$ -
13			Markup 15.0%	\$ 27.00
14				\$ 209.00
15				
16	LABOR	HRS	AVG \$ / HR	TOTAL
17	From Page 3	24	\$ 58.63	\$ 1,407.00
18			Markup 15.0%	\$ 211.00
19				\$ 1,618.00
20				
21	TOOLS & EQUIPMENT			TOTAL
22	From Page 4			\$ 80.00
23				Tax 0.00% \$ - \$ 80.00
24				Markup 15.0% \$ 12.00
25				\$ 92.00
26				
27	SUBCONTRACTS	INV		TOTAL
28	Weifield Group		New Dry Type Transformer Installed	\$ 14,839.00
29			In Electrical Room	
30				
31	Subtotal			\$ 14,839.00
	Subcontractor Insurance Exposure			\$ 54.90
32	Markup 5.0%			\$ 742.00
33				\$ 15,635.90
34				
35	OTHER	QTY	REFERENCE	TOTAL
36	Extended Project Overhead	0	Days * Cost Per Day \$ 750.00	\$ -
37	Additional Insurance	0	Monthly Premium \$ 1,200.00	\$ -
38	Additional Bond	0.99%	M + L + T&E + S \$ 17,555.00	\$ 174.00
39	Subtotal			\$ 174.00
40	Markup 0.0%			\$ -
41				\$ 174.00
42				
43	FINAL QUOTE TOTAL			TOTAL
44				\$ 17,729.00
45				
46				\$17,729



MATERIAL ESTIMATE

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
						\$ -	
1	Sakrete and Form Materials		1			\$ 182.00	
2						\$ -	
3						\$ -	
4						\$ -	
5						\$ -	
6						\$ -	
7						\$ -	
8						\$ -	
9						\$ -	
10						\$ -	
11						\$ -	
12						\$ -	
13						\$ -	
14						\$ -	
15						\$ -	
16						\$ -	
17						\$ -	
18						\$ -	
19						\$ -	
20						\$ -	
21						\$ -	
22						\$ -	
23						\$ -	
24						\$ -	
25						\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38						\$ -	
39						\$ -	
40						\$ -	
41						\$ -	
42						\$ -	
43						\$ -	
44						TOTAL	
45						\$ 182.00	
46					\$	182.00	



LABOR ESTIMATE

#	LABOR	HRS		RATE		COST		TOTAL	NOTES
		ST	OT	ST	OT	ST	OT		
1	Senior PM			\$ 110.00	\$ 165.00	\$ -	\$ -	\$ -	
2	Project Manager			\$ 77.50	\$ 116.25	\$ -	\$ -	\$ -	
3	Superintendant	8		\$ 98.09	\$ 147.14	\$ 784.72	\$ -	\$ 784.72	
4	Asst. Superintendant			\$ 89.43	\$ 134.15	\$ -	\$ -	\$ -	
5	Surveyor			\$ 72.10	\$ 108.15	\$ -	\$ -	\$ -	
6	Craft Foreman			\$ 80.76	\$ 121.14	\$ -	\$ -	\$ -	
7	Operator			\$ 54.78	\$ 82.17	\$ -	\$ -	\$ -	
8	Rodbuster			\$ 46.11	\$ 69.17	\$ -	\$ -	\$ -	
9	Carpenter			\$ 49.58	\$ 74.37	\$ -	\$ -	\$ -	
10	Pipefitter			\$ 46.11	\$ 69.17	\$ -	\$ -	\$ -	
11	Plumber			\$ 46.11	\$ 69.17	\$ -	\$ -	\$ -	
12	Finisher			\$ 46.11	\$ 69.17	\$ -	\$ -	\$ -	
13	Laborer	8		\$ 38.92	\$ 58.38	\$ 311.36	\$ -	\$ 311.36	
14	Laborer	8		\$ 38.92	\$ 58.38	\$ 311.36	\$ -	\$ 311.36	
15	Laborer			\$ 38.92	\$ 58.38	\$ -	\$ -	\$ -	
16					\$ -	\$ -	\$ -	\$ -	
17					\$ -	\$ -	\$ -	\$ -	
18					\$ -	\$ -	\$ -	\$ -	
19					\$ -	\$ -	\$ -	\$ -	
20					\$ -	\$ -	\$ -	\$ -	
21		24.0	0.0			\$ 1,407.44	\$ -		
22		24.0						\$ 1,407.44	
23									
24	ADJUSTMENTS	%		HRS		RATE / HR		TOTAL	
25	Material Handling	7.0%		0		\$ 74.24		\$ -	
26	Testing & Cleaning	2.5%		0		\$ 85.03		\$ -	
27	Warranty & Punchlist	1.5%		0		\$ 98.63		\$ -	
28				0				\$ -	
29									
30	PROJECT MANAGEMENT			HRS		RATE / HR		TOTAL	
31	Project Manager			0		\$ 64.61		\$ -	
32	Asst. Project Manager			0		\$ 48.45		\$ -	
33	Project Engineer			0		\$ 40.39		\$ -	
34				0.0				\$ -	
35									
36	LABOR SUBTOTAL			HRS		AVG \$ / HR		TOTAL	
37	Manhours	24.0	0.0	0.0		24.0	\$ 58.63	\$ 1,407.00	
38						24.0			
39							\$	1,407.00	
40									



EQUIPMENT ESTIMATE

#	TOOLS	DESCRIPTION	REF		RATE	TOTAL	
1	Small Tools	4% Labor Cost	\$ 1,407		4%	\$ 56.28	
2	Consumables	\$1.00 / Labor Hr	24.0		\$ 1.00	\$ 24.00	
3						\$ -	
4						\$ 80.28	
5							
#	EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
7	Pickup Truck			Day	\$ 135.00	\$ -	
8	Air Compressor			Day	\$ 147.40	\$ -	
9	Trackhoe	65,000 lbs		Day	\$ 1,030.00	\$ -	
10	Backhoe	Case 580		Day	\$ 200.00	\$ -	
11	Dozer	CAT D5		Day	\$ 670.00	\$ -	
12	Trench Box			Day	\$ 75.00	\$ -	
13						\$ -	
14							
#	RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
16	Dewatering	Pump & Equipment		Day	\$ 250.00	\$ -	
17	Trencher	Walking Type		Day	\$ 126.40	\$ -	
18	Lift	40', telescoping		Day	\$ 413.40	\$ -	
19	Loader	1 3/4 to 2 cy		Day	\$ 800.00	\$ -	
20	Trackhoe	65,000 lbs		Day	\$ 1,030.00	\$ -	
21	Concrete Pump			Day	\$ 876.00	\$ -	
22	35 Ton Crane	Hydraulic		Day	\$ 1,048.40	\$ -	
23	Demo Hammer	United Rentals quote		Day	\$ 96.58	\$ -	
24	Concrete Planer	Gas		Day	\$ 216.55	\$ -	
25						\$ -	
26							
#	FUEL	DESCRIPTION	Rate	REF	TOTAL		
28	Equipment Fuel	14% Fueled Equipment Cost	14%	\$ -	\$ -		
29					\$ -		
30							
31							
32	EQUIPMENT SUBTOTAL					TOTAL	
33						\$ 80.00	
34							
35					\$	80.00	

Project Labor Costs:

9/10/2024

	Average Base Rate	+ 5% / Year Increase	Adjusted Base Rate	+ 50% Burden	Burdened Base Rate	+ Per Diem	= HR Rate
SENIOR PM	\$ 62.50	\$ 3.13	\$ 65.63	\$ 39.38	\$ 105.00	-	\$ 105.00
PM	\$ 45.00	\$ 2.25	\$ 47.25	\$ 28.35	\$ 75.60	-	\$ 75.60
Superintendent	\$ 55.00	\$ 2.75	\$ 57.75	\$ 34.65	\$ 92.40	2.80	\$ 95.20
Asst. Superintendent	\$ 50.00	\$ 2.50	\$ 52.50	\$ 31.50	\$ 84.00	2.80	\$ 86.80
Assistant PM	\$ 40.00	\$ 2.00	\$ 42.00	\$ 25.20	\$ 67.20	-	\$ 67.20
Project Engineer	\$ 35.00	\$ 1.75	\$ 36.75	\$ 22.05	\$ 58.80	-	\$ 58.80
Surveyor	\$ 40.00	\$ 2.00	\$ 42.00	\$ 25.20	\$ 67.20	2.80	\$ 70.00
Craft Foreman	\$ 45.00	\$ 2.25	\$ 47.25	\$ 28.35	\$ 75.60	2.80	\$ 78.40
Operator	\$ 30.00	\$ 1.50	\$ 31.50	\$ 18.90	\$ 50.40	2.80	\$ 53.20
Rodbuster	\$ 25.00	\$ 1.25	\$ 26.25	\$ 15.75	\$ 42.00	2.80	\$ 44.80
Carpenter	\$ 27.00	\$ 1.35	\$ 28.35	\$ 17.01	\$ 45.36	2.80	\$ 48.16
Pipefitter	\$ 25.00	\$ 1.25	\$ 26.25	\$ 15.75	\$ 42.00	2.80	\$ 44.80
Plumber	\$ 25.00	\$ 1.25	\$ 26.25	\$ 15.75	\$ 42.00	2.80	\$ 44.80
Finisher	\$ 25.00	\$ 1.25	\$ 26.25	\$ 15.75	\$ 42.00	2.80	\$ 44.80
Laborer	\$ 20.00	\$ 1.00	\$ 21.00	\$ 12.60	\$ 33.60	2.80	\$ 36.40

Average base rate determined utilizing existing W & O Construction workforce throughout the State of Tennessee.
 5% 1 year increase estimate to cover labor increases within the region.
 60% burden includes vacation, sick leave, personal time, insurance, pension, training, and taxes.
 Per diem is based upon \$120.00 per week allowance.

May 30, 2024

Serial #L-TN-24-0006-001

Mr. Josh Gilispie
W&O Construction
150 Constriction Dr
Livingston, TN 38570

Reference: Water System SCADA Upgrades
Job # TN-24-0006

Subject: Change Request # 001
RFI#02 Dry Type Transformer

Dear Mr. Gilispie,

We hereby submit for your consideration our Change Request # 001 in the amount of Fourteen Thousand Eight Hundred Thirty-Nine Dollars (\$14,839.00) as an add to our subcontract agreement for the above-referenced project. This change request covers the following revisions:

- This change is for additional scope picked up from response on RFI#02.
- This proposal Includes Copper bindings for the 45KV Transformer with an additional cost of \$2,400.00 as seen in attached quote.
- Removal of existing transformer in Fluoride Room.
- Rental of a Duct Jack for removal of existing transformer.
- Furnish and install new 45KVA Transformer in new location (Electrical Room).
- Furnish and install conduit and wire for 45KVA Transformer in new location (Electrical Room).

Clarifications:

1. Cutting and patching of concrete or existing finishes are excluded from this proposal.
2. This change order is based solely on the usual cost elements such as labor, material and normal markups and does not include any amount for additional changes in the sequence of work, delays, disruptions, re-scheduling, extended overhead, overtime, acceleration, and/or impact costs; and the right is expressly reserved to make claim for any and all of these related items prior to the final settlement of this contract.
3. This proposal is valid for 7 days and is subject to any labor and material modifications occurring after this time period.
4. We are unable to proceed with labor or procurement of materials associated with this change unless directed in writing. Please advise how we are to proceed.

If you have any questions, please feel free to contact the undersigned.

Sincerely,

WEIFIELD GROUP TENNESSEE INC.

Talyr Alexander

Job # L-TN-24-0006-001

	Final Pricing	Modified (\$)	Modified (%)	Alarm	Code
	Database Material (Extension)	1,094.81			
	Quoted Material	5,195.75			
	Material Tax	172.99	2.750		
	Material Total	6,463.55			
	Direct Labor	5,449.83			
	Labor Total	5,449.83			
	Equipment	350.00			
	Total Cost	12,263.38			
	Adjustment Overhead	1,226.34	10.000		
	Total Overhead	1,226.34	10.000		
	Adjustment Markup	1,348.97	10.000		
	Total Markup	1,348.97	10.000		
	Final Adjustment	0.31	0.002		
	Selling Price	14,839.00			
	Final Price	14,839.00			

	Description	Quantity	Ur	Net Cost	Labor	Ur	Total Material	Total Hours
1	1 1/2" EMT	30	C	459.64	13.13	C	137.89	3.94
2	1 1/2" EMT STL COMP CONN	2	C	1,076.81	56.25	C	21.54	1.13
3	1 1/2" EMT STL COMP CPLG	3	C	1,163.44	93.75	C	34.90	2.81
4	1 1/2" EMT 90 ELBOW	1	C	1,302.85	75.00	C	13.03	0.75
5	1 1/2" PLASTIC BUSHING	2	C	91.09	112.50	C	1.82	2.25
6	1" STR FLEX CONN	2	C	302.91	28.13	C	6.06	0.56
7	1" STEEL FLEX	8	C	108.56	140.00	M	8.68	1.12
8	1 1/2" STEEL FLEX	4	C	248.15	281.25	M	9.93	1.13
9	1 1/2" STL FLEX CONN	2	C	1,075.48	46.25	C	21.51	0.93
10	1" STL 90 FLEX CONN	2	C	807.65	22.50	C	16.15	0.45
11	1 1/2" STL 90 FLEX CONN	2	C	2,990.35	41.25	C	59.81	0.82
12	#4 THHN	60	M	1,767.64	26.25	M	106.06	1.58
13	#4/0 THHN	60	M	7,414.18	54.38	M	444.85	3.26
14	#6 BARE-CU	20	M	1,011.21	33.75	M	20.22	0.68
15	1-H CRIMP LUG #4 GRAY	3	C	210.48	65.00	C	6.31	1.95
16	1-H CRIMP LUG #1 GREEN	4	C	441.12	93.75	C	17.64	3.75
17	1/4"x20 SCREW ANCHOR	4	C	54.51	37.50	C	2.18	1.50
18	1/2" - 1 1/2" IND. SUPPORT	2	E	4.31	0.69	E	8.62	1.38
19	45KVA 3PH 480V DRY XMER	1	E	0.00	21.56	E	0.00	21.56
20	1" GRD CLAMP FOR BARE WIRE	2	E	18.80	1.03	E	37.60	2.05
21	DEMO Existing XFMR	1	E	120.00	8.00	E	120.00	8.00
	Totals	215					1,094.81	61.58

	Labor Type	Crew	Hours	Total	Full Rate
1	AVERAGE LABOR RATE PER SHEET	1.00	61.58	5,449.83	88.50
	Totals	1.00	61.58	5,449.83	88.50

	Equipment	Quantity	Duration	Cost/Unit	Total Cost	Total
1	Duct JAck	1.00	1.00	350.00	350.00	350.00
	Totals				350.00	350.00

	Quoted Materials	Alarm	Cost	Adj Cost	Vendor
3	0300 LOW VOLTAGE GEAR	Off	5,195.75	5,195.75	MAYER
	Totals		5,195.75	5,195.75	



Rexel USA, Inc. d/b/a Mayer

2944 Kraft Drive Nashville TN 37204-3783

Br #: 400500

615-242-1100

Fax: 615-242-9340

Quotation #: 2036018

"Purchaser"

Date:

May 22, 2024

To: WEIFIELD GROUP CONTRACTING
1125 HARPEH INDUSTRIAL CT STE A
FRANKLIN , TN 37064

Ship To: Mayer - BP Nashville
2944 Kraft Drive
Nashville , TN 37204-3783

Project Name:

Customer Contact: TALYR ALEXANDER

Job: TN-24-006

Mayer Contact: Davis, Ben

Internet: www.mayerelectric.com

Quantities may be limited to normally purchased amounts through stock. Mayer reserves the right to void quotation for purchase quantities that exceed current shelf stock at time of shipment. Direct Shipment Quotes are valid based on terms provided by manufacturer.

QUOTATION VOID AFTER DATE: May 29, 2024

PIPE AND WIRE QUOTE VOID AFTER: May 23, 2024

Line	Quantity	Item Number	Description	Type	Price	Per	Total
1	1	SQDEXN45T3H	TRANS 45KVA 480D-208Y/120 3PH		2,633.3019	EA	2,633.30
2	1	SQDDASKP250	TRANS MECH LUG KIT 101-250A		46.7016	EA	46.70
3	1	SQDDASKGS250	TRANS MECH LUG KIT 250A 3PH		116.7475	EA	116.75
4		CU WINDINGS ADDER	SQDEXN45T3HCU		2,400.0000	EA	

Freight Terms: FOB Shipping Point

Quotation Total:

2,796.75

Freight Terms:

Prepaid & Allowed: ☐ N

Prepaid & Charged: ☐ N

Spare Parts Included: ☐ N

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing by and authorized representative of Seller. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Many of Seller's manufacturing partners have advised that until further notice they reserve the right to amend the delivery date, price, scope and quantity of supply and/or other terms and conditions set out in their offer or quotation and Seller equally reserves the right to pass through any such changes from its manufacturing partners to the Buyer. Delivery dates are only estimates. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers and changes imposed by its manufacturing partners and other vendors outside Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility". Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation and are available at <http://www.rexelusa.com/terms> or upon request. Seller shall mean the entity set forth on the face of the [Quotation] or [Order Acknowledgment]

Mayer Contact: 102760

Ben Davis

ACCEPTANCE

Date:

Rexel USA, Inc. d/b/a Mayer

email: bdavis@mayerelectric.com

Form Effective Date: February 1, 2017



September 10, 2024

Griggs & Maloney, Inc.
745 South Church Street
Suite 205
Murfreesboro, TN 37130
Attn - Jaimi E Ensey

Re: Additional New Underground Raceways
LaVergne, Tennessee WTP

Dear Ms. Ensey

At your request, the proposal for installing one (1) additional new underground raceway from the electrical building to the Lagoon Pump Station.

LaVergne, Tennessee WTP

<u>Item Totals</u>	<u>Cost</u>
Labor & Supervision	\$3,836.00
Material	\$150.00
Extended Overhead	\$0.00
Bond	\$103.00
Insurance	\$0.00
Subcontract/Freight	\$4,841.85
Tools and Equipment	\$669.00
Subtotal	\$9,599.85
O H & P	\$939.00
TOTAL	\$10,539.00

This pricing is good for 45 days.

Please feel free to call if you need any additional information.

Sincerely,

Josh Gilispie
Project Manager

Cc: Change Order File

Attachments: Weifield Group Quote



PROPOSAL SUMMARY

#	DESCRIPTION			
1				
2	This proposal is for the addition of one (1) new underground raceway. One will run from the electrical bulding to the lagoon			
3	pump station controls.			
4				
5				
6				
7				
8	The Contract Time Extension due to this <u>Change Order</u> is _____ Calendar days			
9				
10	MATERIALS			TOTAL
11	From Page 2 ,		0.0%	\$ 150.00
12			Tax 0.00% \$ -	\$ -
13			Markup 15.0%	\$ 23.00
14				\$ 173.00
15				
16	LABOR	HRS	AVG \$ / HR	TOTAL
17	From Page 3	60	\$ -	\$ 3,836.00
18			Markup 15.0%	\$ 575.00
19				\$ 4,411.00
20				
21	TOOLS & EQUIPMENT			TOTAL
22	From Page 4			\$ 669.00
23				Tax 0.00% \$ - \$ 669.00
24				Markup 15.0% \$ 100.00
25				\$ 769.00
26				
27	SUBCONTRACTS	INV		TOTAL
28	Weifield Group		New additional underground raceway installation	\$ 4,824.00
29				
30				
31	Subtotal			\$ 4,824.00
	Subcontractor Insurance Exposure			\$ 17.85
32	Markup 5.0%			\$ 241.00
33				\$ 5,082.85
34				
35	OTHER	QTY	REFERENCE	TOTAL
36	Extended Project Overhead	0	Days * Cost Per Day \$ 750.00	\$ -
37	Additional Insurance	0	Monthly Premium \$ 1,200.00	\$ -
38	Additional Bond	0.99%	M + L + T&E + S \$ 10,436.00	\$ 103.00
39	Subtotal			\$ 103.00
40	Markup 0.0%			\$ -
41				\$ 103.00
42				
43	FINAL QUOTE TOTAL			TOTAL
44				\$ 10,539.00
45				
46				\$10,539



MATERIAL ESTIMATE

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
						\$ -	
1	Seed/Straw cleanup and restoration					\$ 150.00	
2						\$ -	
3						\$ -	
4						\$ -	
5						\$ -	
6						\$ -	
7						\$ -	
8						\$ -	
9						\$ -	
10						\$ -	
11						\$ -	
12						\$ -	
13						\$ -	
14						\$ -	
15						\$ -	
16						\$ -	
17						\$ -	
18						\$ -	
19						\$ -	
20						\$ -	
21						\$ -	
22						\$ -	
23						\$ -	
24						\$ -	
25						\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38						\$ -	
39						\$ -	
40						\$ -	
41						\$ -	
42						\$ -	
43						\$ -	
44						TOTAL	
45						\$ 150.00	
46					\$ 150.00		



LABOR ESTIMATE

#	LABOR	HRS		RATE		COST			NOTES
		ST	OT	ST	OT	ST	OT	TOTAL	
1	Senior PM			\$ 110.00	\$ 165.00	\$ -	\$ -	\$ -	
2	Project Manager			\$ 77.50	\$ 116.25	\$ -	\$ -	\$ -	
3	Superintendant	20		\$ 98.09	\$ 147.14	\$ 1,961.80	\$ -	\$ 1,961.80	
4	Asst. Superintendant			\$ 89.43	\$ 134.15	\$ -	\$ -	\$ -	
5	Surveyor			\$ 72.10	\$ 108.15	\$ -	\$ -	\$ -	
6	Craft Foreman			\$ 80.76	\$ 121.14	\$ -	\$ -	\$ -	
7	Operator	20		\$ 54.78	\$ 82.17	\$ 1,095.60	\$ -	\$ 1,095.60	
8	Rodbuster			\$ 46.11	\$ 69.17	\$ -	\$ -	\$ -	
9	Carpenter			\$ 49.58	\$ 74.37	\$ -	\$ -	\$ -	
10	Pipefitter			\$ 46.11	\$ 69.17	\$ -	\$ -	\$ -	
11	Plumber			\$ 46.11	\$ 69.17	\$ -	\$ -	\$ -	
12	Finisher			\$ 46.11	\$ 69.17	\$ -	\$ -	\$ -	
13	Laborer	10		\$ 38.92	\$ 58.38	\$ 389.20	\$ -	\$ 389.20	
14	Laborer	10		\$ 38.92	\$ 58.38	\$ 389.20	\$ -	\$ 389.20	
15	Laborer			\$ 38.92	\$ 58.38	\$ -	\$ -	\$ -	
16				\$ -	\$ -	\$ -	\$ -	\$ -	
17				\$ -	\$ -	\$ -	\$ -	\$ -	
18				\$ -	\$ -	\$ -	\$ -	\$ -	
19				\$ -	\$ -	\$ -	\$ -	\$ -	
20				\$ -	\$ -	\$ -	\$ -	\$ -	
21		60.0	0.0			\$ 3,835.80	\$ -		
22		60.0						\$ 3,835.80	
23									
24	ADJUSTMENTS	%	HRS			RATE / HR		TOTAL	
25	Material Handling	7.0%	0			\$ 74.24		\$ -	
26	Testing & Cleaning	2.5%	0			\$ 85.03		\$ -	
27	Warranty & Punchlist	1.5%	0			\$ 98.63		\$ -	
28			0					\$ -	
29									
30	PROJECT MANAGEMENT		HRS			RATE / HR		TOTAL	
31	Project Manager		0			\$ 64.61		\$ -	
32	Asst. Project Manager		0			\$ 48.45		\$ -	
33	Project Engineer		0			\$ 40.39		\$ -	
34			0.0					\$ -	
35									
36	LABOR SUBTOTAL					HRS	AVG \$ / HR	TOTAL	
37	Manhours	60.0	0.0	0.0		60.0	\$ -	\$ 3,836.00	
38						60.0			
39							\$ 3,836.00		
40									



EQUIPMENT ESTIMATE

#	TOOLS	DESCRIPTION	REF		RATE	TOTAL	
1	Small Tools	4% Labor Cost	\$ 3,836		4%	\$ 153.44	
2	Consumables	\$1.00 / Labor Hr	60.0		\$ 1.00	\$ 60.00	
3						\$ -	
4						\$ 213.44	
5							
#	EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
7	Pickup Truck			Day	\$ 135.00	\$ -	
8	Air Compressor			Day	\$ 147.40	\$ -	
9	Trackhoe	65,000 lbs		Day	\$ 1,030.00	\$ -	
10	Mini Excavator		2.0	Day	\$ 200.00	\$ 400.00	
11	Dozer	CAT D5		Day	\$ 670.00	\$ -	
12	Trench Box			Day	\$ 75.00	\$ -	
13						\$ 400.00	
14							
#	RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
16	Dewatering	Pump & Equipment		Day	\$ 250.00	\$ -	
17	Trencher	Walking Type		Day	\$ 126.40	\$ -	
18	Lift	40', telescoping		Day	\$ 413.40	\$ -	
19	Loader	1 3/4 to 2 cy		Day	\$ 800.00	\$ -	
20	Trackhoe	65,000 lbs		Day	\$ 1,030.00	\$ -	
21	Concrete Pump			Day	\$ 876.00	\$ -	
22	35 Ton Crane	Hydraulic		Day	\$ 1,048.40	\$ -	
23	Demo Hammer	United Rentals quote		Day	\$ 96.58	\$ -	
24	Concrete Planer	Gas		Day	\$ 216.55	\$ -	
25						\$ -	
26							
#	FUEL	DESCRIPTION		Rate	REF	TOTAL	
28	Equipment Fuel	14% Fueled Equipment Cost		14%	\$ 400.00	\$ 56.00	
29						\$ 56.00	
30							
31							
32	EQUIPMENT SUBTOTAL					TOTAL	
33						\$ 669.00	
34							
35					\$	669.00	

Project Labor Costs:

9/10/2024

	Average Base Rate	+ 5% / Year Increase	Adjusted Base Rate	+ 50% Burden	Burdened Base Rate	+ Per Diem	= HR Rate
SENIOR PM	\$ 62.50	\$ 3.13	\$ 65.63	\$ 39.38	\$ 105.00	\$ -	\$ 105.00
PM	\$ 45.00	\$ 2.25	\$ 47.25	\$ 28.35	\$ 75.60	\$ -	\$ 75.60
Superintendent	\$ 55.00	\$ 2.75	\$ 57.75	\$ 34.65	\$ 92.40	\$ 2.80	\$ 95.20
Asst. Superintendent	\$ 50.00	\$ 2.50	\$ 52.50	\$ 31.50	\$ 84.00	\$ 2.80	\$ 86.80
Assistant PM	\$ 40.00	\$ 2.00	\$ 42.00	\$ 25.20	\$ 67.20	\$ -	\$ 67.20
Project Engineer	\$ 35.00	\$ 1.75	\$ 36.75	\$ 22.05	\$ 58.80	\$ -	\$ 58.80
Surveyor	\$ 40.00	\$ 2.00	\$ 42.00	\$ 25.20	\$ 67.20	\$ 2.80	\$ 70.00
Craft Foreman	\$ 45.00	\$ 2.25	\$ 47.25	\$ 28.35	\$ 75.60	\$ 2.80	\$ 78.40
Operator	\$ 30.00	\$ 1.50	\$ 31.50	\$ 18.90	\$ 50.40	\$ 2.80	\$ 53.20
Rodbuster	\$ 25.00	\$ 1.25	\$ 26.25	\$ 15.75	\$ 42.00	\$ 2.80	\$ 44.80
Carpenter	\$ 27.00	\$ 1.35	\$ 28.35	\$ 17.01	\$ 45.36	\$ 2.80	\$ 48.16
Pipefitter	\$ 25.00	\$ 1.25	\$ 26.25	\$ 15.75	\$ 42.00	\$ 2.80	\$ 44.80
Plumber	\$ 25.00	\$ 1.25	\$ 26.25	\$ 15.75	\$ 42.00	\$ 2.80	\$ 44.80
Finisher	\$ 25.00	\$ 1.25	\$ 26.25	\$ 15.75	\$ 42.00	\$ 2.80	\$ 44.80
Laborer	\$ 20.00	\$ 1.00	\$ 21.00	\$ 12.60	\$ 33.60	\$ 2.80	\$ 36.40

Average base rate determined utilizing existing W & O Construction workforce throughout the State of Tennessee.

5% 1 year increase estimate to cover labor increases within the region.

60% burden includes vacation, sick leave, personal time, insurance, pension, training, and taxes.

Per diem is based upon \$120.00 per week allowance.

August 8th , 2024

Serial #L-TN-24-0006-003

Mr. Josh Gilispie
W&O Construction
150 Constriction Dr
Livingston, TN 38570

Reference: Water System SCADA Upgrades
Job # TN-24-0006

Subject: Change Request # 002.1
RFI#05 Existing Underground Raceway Electrical Building to Lagoon Pump station CP

Dear Mr. Gilispie,

We hereby submit for your consideration our Change Request # 002.1 in the amount of Four Thousand Eight Hundred Twenty-Four Dollars (\$4,824.00) as an add to our subcontract agreement for the above-referenced project. This change request covers the following revisions:

- This change is for additional scope picked up from response on RFI#05 and field walk down with engineering and city.
- This change is for additional scope for underground raceway from the Electrical Building to Lagoon Pump Station Control Panel.

Clarifications:

1. Cutting and patching of concrete or existing finishes are excluded from this proposal.
2. Trenching and excavating will be performed by GC and are excluded from this proposal.
3. This change order is based solely on the usual cost elements such as labor, material and normal markups and does not include any amount for additional changes in the sequence of work, delays, disruptions, re-scheduling, extended overhead, overtime, acceleration, and/or impact costs; and the right is expressly reserved to make claim for any and all of these related items prior to the final settlement of this contract.
4. This proposal is valid for 7 days and is subject to any labor and material modifications occurring after this time period.
5. We are unable to proceed with labor or procurement of materials associated with this change unless directed in writing. Please advise how we are to proceed.

If you have any questions, please feel free to contact the undersigned.

Sincerely,

WEIFIELD GROUP TENNESSEE INC.

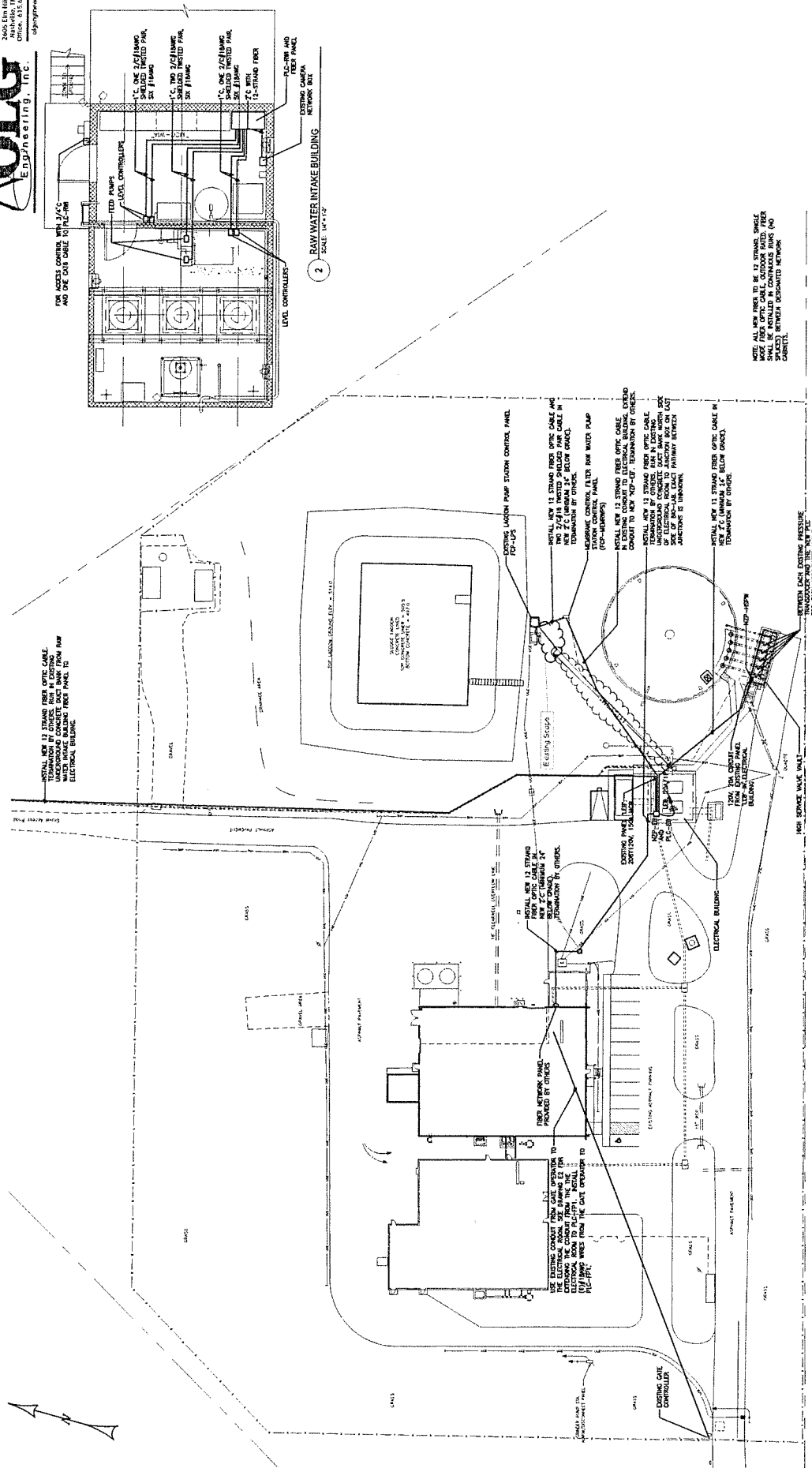
Talyr Alexander

Job # L-TN-24-0006-003

	Final Pricing	Modified (\$)	Modified (%)	Alarm	Code
	Database Material (Extension)	641.33			
	Material Tax	17.64	2.750		
	Material Total	658.97			
	Direct Labor	3,327.60			
	Labor Total	3,327.60			
	Total Cost	3,986.57			
	Adjustment Overhead	398.66	10.000		
	Total Overhead	398.66	10.000		
	Adjustment Markup	438.52	10.000		
	Total Markup	438.52	10.000		
	Final Adjustment	0.25	0.005		
	Selling Price	4,824.00			
	Final Price	4,824.00			

	Description	Quantity	Un	Net Cost	Labor	Un	Total Material	Total Hours
1	2" STEEL LOCKNUT	2	C	132.20	10.00	C	2.64	0.20
2	2" PLASTIC BUSHING	2	C	168.59	240.00	C	3.37	4.80
3	2" PVC FEM ADAPTER	1	C	155.56	90.00	C	1.56	0.90
4	2" PVC COUPLING	11	C	109.00	10.00	C	11.99	1.10
5	2" PVC BELOW GRADE	110	C	392.06	13.00	C	431.27	14.30
6	2"-4" IND. SUPPORT for PVC/CTD (TYLER)	11	E	10.00	1.30	E	110.00	14.30
7	PVC Glue	1	E	57.50	1.00	E	57.50	1.00
8	Direct Burial Tape	1	E	23.00	1.00	E	23.00	1.00
Totals		139					641.33	37.60

	Labor Type	Crew	Hours	Total	Full Rate
1	AVERAGE LABOR RATE PER SHEET	1.00	37.60	3,327.60	88.50
Totals		1.00	37.60	3,327.60	88.50



PROJECT NO. 442-116

DATE: 10/1/00

SCALE: AS NOTED

SHEET NO. E1

WATER TREATMENT PLANT

SITE ELECTRICAL PLAN

WATER SYSTEM SCADA UPGRADES

CITY OF LA VERGNE, TENNESSEE

REVISIONS

DATE	BY	NO.	DESCRIPTION
10/1/00	ASD	1	REVISED FOR BID

GRIGGS & MALONEY
INCORPORATED
 Engineering & Environmental Consulting

P.O. BOX 2965, MURFREESBORO, TN 37132-2965
 (615) 892-0221 • FAX (615) 892-0222



September 10, 2024

Griggs & Maloney, Inc.
745 South Church Street
Suite 205
Murfreesboro, TN 37130
Attn - Jaimi E Ensey

Re: New Raceway Installation for Gate Controller
LaVergne, Tennessee WTP

Dear Ms. Ensey

At your request, the proposal for installing one new raceway from the gate controller to existing pullbox.

LaVergne, Tennessee WTP

<u>Item Totals</u>	<u>Cost</u>
Labor & Supervision	\$3,424.00
Material	\$0.00
Extended Overhead	\$0.00
Bond	\$46.00
Insurance	\$0.00
Subcontract/Freight	\$0.00
Tools and Equipment	\$653.00
Subtotal	\$4,123.00
 O H & P	 \$612.00
 TOTAL	 \$4,735.00

This pricing is good for 45 days.

Please feel free to call if you need any additional information.

Sincerely,

Josh Gilispie
Project Manager

Cc: Change Order File



PROPOSAL SUMMARY

#	DESCRIPTION				
1	Installation of one (1) new raceway from gate controller to existing pull box beside grinder station control panel.				
2					
3					
4					
5					
6					
7					
8	The Contract Time Extension due to this <u>Change Order</u> is <u>0</u> Calendar days				
9					
10	MATERIALS				TOTAL
11	From Page 2 ,			\$	-
12				Tax	0.00% \$ - \$ -
13				Markup	15.0% \$ -
14					\$ -
15					
16	LABOR	HRS		AVG \$ / HR	TOTAL
17	From Page 3	60		\$ -	\$ 3,424.00
18				Markup	15.0% \$ 514.00
19					\$ 3,938.00
20					
21	TOOLS & EQUIPMENT				TOTAL
22	From Page 4				\$ 653.00
23					Tax 0.00% \$ - \$ 653.00
24					Markup 15.0% \$ 98.00
25					\$ 751.00
26					
27	SUBCONTRACTS	INV			TOTAL
28					
29					
30					
31				Subtotal	\$ -
				Subcontractor Insurance Exposure	\$ -
32				Markup	5.0% \$ -
33					\$ -
34					
35	OTHER	QTY		REFERENCE	TOTAL
36	Extended Project Overhead	0	Days * Cost Per Day	\$ 750.00	\$ -
37	Additional Insurance	0	Monthly Premium	\$ 1,200.00	\$ -
38	Additional Bond	0.99%	M + L + T&E + S	\$ 4,689.00	\$ 46.00
39				Subtotal	\$ 46.00
40				Markup	0.0% \$ -
41					\$ 46.00
42					
43	FINAL QUOTE TOTAL				TOTAL
44					\$ 4,735.00
45					
46					\$4,735



MATERIAL ESTIMATE

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
						\$ -	
1	Seed/Straw Cleanup and Restoration						
2						\$ -	
3						\$ -	
4						\$ -	
5						\$ -	
6						\$ -	
7						\$ -	
8						\$ -	
9						\$ -	
10						\$ -	
11						\$ -	
12						\$ -	
13						\$ -	
14						\$ -	
15						\$ -	
16						\$ -	
17						\$ -	
18						\$ -	
19						\$ -	
20						\$ -	
21						\$ -	
22						\$ -	
23						\$ -	
24						\$ -	
25						\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38						\$ -	
39						\$ -	
40						\$ -	
41						\$ -	
42						\$ -	
43						\$ -	
44						TOTAL	
45						\$ -	
46					\$ -		



LABOR ESTIMATE

#	LABOR	HRS		RATE		COST			NOTES
		ST	OT	ST	OT	ST	OT	TOTAL	
1	Senior PM			\$ 110.00	\$ 165.00	\$ -	\$ -	\$ -	
2	Project Manager	20		\$ 77.50	\$ 116.25	\$ 1,550.00	\$ -	\$ 1,550.00	
3	Superintendent			\$ 98.09	\$ 147.14	\$ -	\$ -	\$ -	
4	Asst. Superintendent			\$ 89.43	\$ 134.15	\$ -	\$ -	\$ -	
5	Surveyor			\$ 72.10	\$ 108.15	\$ -	\$ -	\$ -	
6	Craft Foreman			\$ 80.76	\$ 121.14	\$ -	\$ -	\$ -	
7	Operator	20		\$ 54.78	\$ 82.17	\$ 1,095.60	\$ -	\$ 1,095.60	
8	Rodbuster			\$ 46.11	\$ 69.17	\$ -	\$ -	\$ -	
9	Carpenter			\$ 49.58	\$ 74.37	\$ -	\$ -	\$ -	
10	Pipefitter			\$ 46.11	\$ 69.17	\$ -	\$ -	\$ -	
11	Plumber			\$ 46.11	\$ 69.17	\$ -	\$ -	\$ -	
12	Finisher			\$ 46.11	\$ 69.17	\$ -	\$ -	\$ -	
13	Laborer	20		\$ 38.92	\$ 58.38	\$ 778.40	\$ -	\$ 778.40	
14	Laborer			\$ 38.92	\$ 58.38	\$ -	\$ -	\$ -	
15	Laborer			\$ 38.92	\$ 58.38	\$ -	\$ -	\$ -	
16					\$ -	\$ -	\$ -	\$ -	
17					\$ -	\$ -	\$ -	\$ -	
18					\$ -	\$ -	\$ -	\$ -	
19					\$ -	\$ -	\$ -	\$ -	
20					\$ -	\$ -	\$ -	\$ -	
21		60.0	0.0			\$ 3,424.00	\$ -		
22		60.0						\$ 3,424.00	
23									
24	ADJUSTMENTS	%		HRS		RATE / HR		TOTAL	
25	Material Handling	7.0%		0		\$ 74.24		\$ -	
26	Testing & Cleaning	2.5%		0		\$ 85.03		\$ -	
27	Warranty & Punchlist	1.5%		0		\$ 98.63		\$ -	
28				0				\$ -	
29									
30	PROJECT MANAGEMENT			HRS		RATE / HR		TOTAL	
31	Project Manager			0		\$ 64.61		\$ -	
32	Asst. Project Manager			0		\$ 48.45		\$ -	
33	Project Engineer			0		\$ 40.39		\$ -	
34				0.0				\$ -	
35									
36	LABOR SUBTOTAL			HRS		AVG \$ / HR		TOTAL	
37	Manhours	60.0 0.0 0.0		60.0		\$ -		\$ 3,424.00	
38				60.0					
39						\$ 3,424.00			
40									



EQUIPMENT ESTIMATE

#	TOOLS	DESCRIPTION	REF		RATE	TOTAL	
1	Small Tools	4% Labor Cost	\$ 3,424		4%	\$ 136.96	
2	Consumables	\$1.00 / Labor Hr	60.0		\$ 1.00	\$ 60.00	
3						\$ -	
4						\$ 196.96	
5							
#	EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
6	Pickup Truck			Day	\$ 135.00	\$ -	
7	Air Compressor			Day	\$ 147.40	\$ -	
8	Trackhoe	65,000 lbs		Day	\$ 1,030.00	\$ -	
9	Mini Excavator		2.0	Day	\$ 200.00	\$ 400.00	
10	Dozer	CAT D5		Day	\$ 670.00	\$ -	
11	Trench Box			Day	\$ 75.00	\$ -	
12						\$ 400.00	
13							
14							
#	RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
15	Dewatering	Pump & Equipment		Day	\$ 250.00	\$ -	
16	Trencher	Walking Type		Day	\$ 126.40	\$ -	
17	Lift	40', telescoping		Day	\$ 413.40	\$ -	
18	Loader	1 3/4 to 2 cy		Day	\$ 800.00	\$ -	
19	Trackhoe	65,000 lbs		Day	\$ 1,030.00	\$ -	
20	Concrete Pump			Day	\$ 876.00	\$ -	
21	35 Ton Crane	Hydraulic		Day	\$ 1,048.40	\$ -	
22	Demo Hammer	United Rentals quote		Day	\$ 96.58	\$ -	
23	Concrete Planer	Gas		Day	\$ 216.55	\$ -	
24						\$ -	
25							
26							
#	FUEL	DESCRIPTION	Rate	REF	TOTAL		
27	Equipment Fuel	14% Fueled Equipment Cost	14%	\$ 400.00	\$ 56.00		
28					\$ 56.00		
29							
30							
31							
32	EQUIPMENT SUBTOTAL					TOTAL	
33						\$ 653.00	
34							
35					\$ 653.00		

Project Labor Costs:

9/10/2024

	Average Base Rate	+ 5% / Year Increase	Adjusted Base Rate	+ 50% Burden	Burdened Base Rate	+ Per Diem	= HR Rate
SENIOR PM	\$ 62.50	\$ 3.13	\$ 65.63	\$ 39.38	\$ 105.00	\$ -	\$ 105.00
PM	\$ 45.00	\$ 2.25	\$ 47.25	\$ 28.35	\$ 75.60	\$ -	\$ 75.60
Superintendent	\$ 55.00	\$ 2.75	\$ 57.75	\$ 34.65	\$ 92.40	\$ 2.80	\$ 95.20
Asst. Superintendent	\$ 50.00	\$ 2.50	\$ 52.50	\$ 31.50	\$ 84.00	\$ 2.80	\$ 86.80
Assistant PM	\$ 40.00	\$ 2.00	\$ 42.00	\$ 25.20	\$ 67.20	\$ -	\$ 67.20
Project Engineer	\$ 35.00	\$ 1.75	\$ 36.75	\$ 22.05	\$ 58.80	\$ -	\$ 58.80
Surveyor	\$ 40.00	\$ 2.00	\$ 42.00	\$ 25.20	\$ 67.20	\$ 2.80	\$ 70.00
Craft Foreman	\$ 45.00	\$ 2.25	\$ 47.25	\$ 28.35	\$ 75.60	\$ 2.80	\$ 78.40
Operator	\$ 30.00	\$ 1.50	\$ 31.50	\$ 18.90	\$ 50.40	\$ 2.80	\$ 53.20
Rodbuster	\$ 25.00	\$ 1.25	\$ 26.25	\$ 15.75	\$ 42.00	\$ 2.80	\$ 44.80
Carpenter	\$ 27.00	\$ 1.35	\$ 28.35	\$ 17.01	\$ 45.36	\$ 2.80	\$ 48.16
Pipefitter	\$ 25.00	\$ 1.25	\$ 26.25	\$ 15.75	\$ 42.00	\$ 2.80	\$ 44.80
Plumber	\$ 25.00	\$ 1.25	\$ 26.25	\$ 15.75	\$ 42.00	\$ 2.80	\$ 44.80
Finisher	\$ 25.00	\$ 1.25	\$ 26.25	\$ 15.75	\$ 42.00	\$ 2.80	\$ 44.80
Laborer	\$ 20.00	\$ 1.00	\$ 21.00	\$ 12.60	\$ 33.60	\$ 2.80	\$ 36.40

Average base rate determined utilizing existing W & O Construction workforce throughout the State of Tennessee.

5% 1 year increase estimate to cover labor increases within the region.

60% burden includes vacation, sick leave, personal time, insurance, pension, training, and taxes.

Per diem is based upon \$120.00 per week allowance.



September 10, 2024

Griggs & Maloney, Inc.
745 South Church Street
Suite 205
Murfreesboro, TN 37130
Attn - Jaimi E Ensey

Re: Installation of New High Service Pump VFD
LaVergne, Tennessee WTP

Dear Ms. Ensey

At your request, the proposal for installing five (5) new VFD's for the High Service Pumps.

LaVergne, Tennessee WTP

<u>Item Totals</u>	<u>Cost</u>
Labor & Supervision	\$4,650.00
Material	\$0.00
Extended Overhead	\$0.00
Bond	\$1,883.00
Insurance	\$0.00
Subcontract/Freight	\$175,848.24
Tools and Equipment	\$246.00
Subtotal	\$182,627.24
 O H & P	 \$9,495.00
 TOTAL	 \$192,122.00

This pricing is good for 45 days.

Please feel free to call if you need any additional information.

Sincerely,

Josh Gilispie
Project Manager

Cc: Change Order File

Attachments: Weifield Group Quote



PROPOSAL SUMMARY

#	DESCRIPTION				
1	At your request, the proposal for installing five (5) new VFD's for the High Service Pumps.				
2					
3					
4					
5					
6					
7					
8	The Contract Time Extension due to this <u>Change Order</u> is <u>0</u> Calendar days				
9					
10	MATERIALS				TOTAL
11	From Page 2 ,			\$	-
12				Tax	0.00% \$ - \$ -
13				Markup	15.0% \$ -
14					\$ -
15					
16	LABOR	HRS		AVG \$ / HR	TOTAL
17	From Page 3	60		\$ -	\$ 4,650.00
18				Markup	15.0% \$ 698.00
19					\$ 5,348.00
20					
21	TOOLS & EQUIPMENT				TOTAL
22	From Page 4				\$ 246.00
23				Tax	0.00% \$ - \$ 246.00
24				Markup	15.0% \$ 37.00
25					\$ 283.00
26					
27	SUBCONTRACTS	INV			TOTAL
28	Weifield Group		Provide and install five (5) new VFD's at	\$	175,200.00
29			the high service pumps.		
30			Price does include startup and commissioning		
31				Subtotal	\$ 175,200.00
32				Subcontractor Insurance Exposure	\$ 648.24
33				Markup	5.0% \$ 8,760.00
34					\$ 184,608.24
35	OTHER	QTY		REFERENCE	TOTAL
36	Extended Project Overhead	0	Days * Cost Per Day	\$ 750.00	\$ -
37	Additional Insurance	0	Monthly Premium	\$ 1,200.00	\$ -
38	Additional Bond	0.99%	M + L + T&E + S	\$ 190,239.00	\$ 1,883.00
39				Subtotal	\$ 1,883.00
40				Markup	0.0% \$ -
41					\$ 1,883.00
42					
43	FINAL QUOTE TOTAL				TOTAL
44					\$ 192,122.00
45					
46					\$192,122



MATERIAL ESTIMATE

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1						\$ -	
2						\$ -	
3						\$ -	
4						\$ -	
5						\$ -	
6						\$ -	
7						\$ -	
8						\$ -	
9						\$ -	
10						\$ -	
11						\$ -	
12						\$ -	
13						\$ -	
14						\$ -	
15						\$ -	
16						\$ -	
17						\$ -	
18						\$ -	
19						\$ -	
20						\$ -	
21						\$ -	
22						\$ -	
23						\$ -	
24						\$ -	
25						\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38						\$ -	
39						\$ -	
40						\$ -	
41						\$ -	
42						\$ -	
43						\$ -	
44						\$ -	
45						\$ -	
46						\$ -	



LABOR ESTIMATE

#	LABOR	HRS		RATE		COST			NOTES
		ST	OT	ST	OT	ST	OT	TOTAL	
1	Senior PM			\$ 110.00	\$ 165.00	\$ -	\$ -	\$ -	
2	Project Manager	60		\$ 77.50	\$ 116.25	\$ 4,650.00	\$ -	\$ 4,650.00	
3	Superintendent			\$ 98.09	\$ 147.14	\$ -	\$ -	\$ -	
4	Asst. Superintendent			\$ 89.43	\$ 134.15	\$ -	\$ -	\$ -	
5	Surveyor			\$ 72.10	\$ 108.15	\$ -	\$ -	\$ -	
6	Craft Foreman			\$ 80.76	\$ 121.14	\$ -	\$ -	\$ -	
7	Operator			\$ 54.78	\$ 82.17	\$ -	\$ -	\$ -	
8	Rodbuster			\$ 46.11	\$ 69.17	\$ -	\$ -	\$ -	
9	Carpenter			\$ 49.58	\$ 74.37	\$ -	\$ -	\$ -	
10	Pipefitter			\$ 46.11	\$ 69.17	\$ -	\$ -	\$ -	
11	Plumber			\$ 46.11	\$ 69.17	\$ -	\$ -	\$ -	
12	Finisher			\$ 46.11	\$ 69.17	\$ -	\$ -	\$ -	
13	Laborer			\$ 38.92	\$ 58.38	\$ -	\$ -	\$ -	
14	Laborer			\$ 38.92	\$ 58.38	\$ -	\$ -	\$ -	
15	Laborer			\$ 38.92	\$ 58.38	\$ -	\$ -	\$ -	
16					\$ -	\$ -	\$ -	\$ -	
17					\$ -	\$ -	\$ -	\$ -	
18					\$ -	\$ -	\$ -	\$ -	
19					\$ -	\$ -	\$ -	\$ -	
20					\$ -	\$ -	\$ -	\$ -	
21		60.0	0.0			\$ 4,650.00	\$ -		
22		60.0						\$ 4,650.00	
23									
24	ADJUSTMENTS	%	HRS				RATE / HR	TOTAL	
25	Material Handling	7.0%	0				\$ 74.24	\$ -	
26	Testing & Cleaning	2.5%	0				\$ 85.03	\$ -	
27	Warranty & Punchlist	1.5%	0				\$ 98.63	\$ -	
28			0					\$ -	
29									
30	PROJECT MANAGEMENT		HRS				RATE / HR	TOTAL	
31	Project Manager		0				\$ 64.61	\$ -	
32	Asst. Project Manager		0				\$ 48.45	\$ -	
33	Project Engineer		0				\$ 40.39	\$ -	
34			0.0					\$ -	
35									
36	LABOR SUBTOTAL					HRS	AVG \$ / HR	TOTAL	
37	Manhours	60.0	0.0	0.0		60.0	\$ -	\$ 4,650.00	
38						60.0			
39							\$	4,650.00	
40									



EQUIPMENT ESTIMATE

#	TOOLS	DESCRIPTION	REF		RATE	TOTAL	
1	Small Tools	4% Labor Cost	\$ 4,650		4%	\$ 186.00	
2	Consumables	\$1.00 / Labor Hr	60.0		\$ 1.00	\$ 60.00	
3						\$ -	
4						\$ 246.00	
5							
#	EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
7	Pickup Truck			Day	\$ 135.00	\$ -	
8	Air Compressor			Day	\$ 147.40	\$ -	
9	Trackhoe	65,000 lbs		Day	\$ 1,030.00	\$ -	
10	Mini Excavator			Day	\$ 200.00	\$ -	
11	Dozer	CAT D5		Day	\$ 670.00	\$ -	
12	Trench Box			Day	\$ 75.00	\$ -	
13						\$ -	
14							
#	RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
16	Dewatering	Pump & Equipment		Day	\$ 250.00	\$ -	
17	Trencher	Walking Type		Day	\$ 126.40	\$ -	
18	Lift	40', telescoping		Day	\$ 413.40	\$ -	
19	Loader	1 3/4 to 2 cy		Day	\$ 800.00	\$ -	
20	Trackhoe	65,000 lbs		Day	\$ 1,030.00	\$ -	
21	Concrete Pump			Day	\$ 876.00	\$ -	
22	35 Ton Crane	Hydraulic		Day	\$ 1,048.40	\$ -	
23	Demo Hammer	United Rentals quote		Day	\$ 96.58	\$ -	
24	Concrete Planer	Gas		Day	\$ 216.55	\$ -	
25						\$ -	
26							
#	FUEL	DESCRIPTION	Rate	REF	TOTAL		
28	Equipment Fuel	14% Fueled Equipment Cost	14%	\$ -	\$ -		
29					\$ -		
30							
31							
32	EQUIPMENT SUBTOTAL					TOTAL	
33						\$ 246.00	
34							
35						\$ 246.00	

Project Labor Costs:

9/10/2024

	Average Base Rate	+ 5% / Year Increase	Adjusted Base Rate	+ 50% Burden	Burdened Base Rate	+ Per Diem	= HR Rate
SENIOR PM	\$ 62.50	\$ 3.13	\$ 65.63	\$ 39.38	\$ 105.00	\$ -	\$ 105.00
PM	\$ 45.00	\$ 2.25	\$ 47.25	\$ 28.35	\$ 75.60	\$ -	\$ 75.60
Superintendent	\$ 55.00	\$ 2.75	\$ 57.75	\$ 34.65	\$ 92.40	\$ 2.80	\$ 95.20
Asst. Superintendent	\$ 50.00	\$ 2.50	\$ 52.50	\$ 31.50	\$ 84.00	\$ 2.80	\$ 86.80
Assistant PM	\$ 40.00	\$ 2.00	\$ 42.00	\$ 25.20	\$ 67.20	\$ -	\$ 67.20
Project Engineer	\$ 35.00	\$ 1.75	\$ 36.75	\$ 22.05	\$ 58.80	\$ -	\$ 58.80
Surveyor	\$ 40.00	\$ 2.00	\$ 42.00	\$ 25.20	\$ 67.20	\$ 2.80	\$ 70.00
Craft Foreman	\$ 45.00	\$ 2.25	\$ 47.25	\$ 28.35	\$ 75.60	\$ 2.80	\$ 78.40
Operator	\$ 30.00	\$ 1.50	\$ 31.50	\$ 18.90	\$ 50.40	\$ 2.80	\$ 53.20
Rodbuster	\$ 25.00	\$ 1.25	\$ 26.25	\$ 15.75	\$ 42.00	\$ 2.80	\$ 44.80
Carpenter	\$ 27.00	\$ 1.35	\$ 28.35	\$ 17.01	\$ 45.36	\$ 2.80	\$ 48.16
Pipefitter	\$ 25.00	\$ 1.25	\$ 26.25	\$ 15.75	\$ 42.00	\$ 2.80	\$ 44.80
Plumber	\$ 25.00	\$ 1.25	\$ 26.25	\$ 15.75	\$ 42.00	\$ 2.80	\$ 44.80
Finisher	\$ 25.00	\$ 1.25	\$ 26.25	\$ 15.75	\$ 42.00	\$ 2.80	\$ 44.80
Laborer	\$ 20.00	\$ 1.00	\$ 21.00	\$ 12.60	\$ 33.60	\$ 2.80	\$ 36.40

Average base rate determined utilizing existing W & O Construction workforce throughout the State of Tennessee.

5% 1 year increase estimate to cover labor increases within the region.

60% burden includes vacation, sick leave, personal time, insurance, pension, training, and taxes.

Per diem is based upon \$120.00 per week allowance.

August 26th , 2024

Serial #L-TN-24-0006-004

Mr. Josh Gilispie
W&O Construction
150 Constriction Dr
Livingston, TN 38570

Reference: Water System SCADA Upgrades
Job # TN-24-0006

Subject: Change Request # 004
VFD Demo and Install

Dear Mr. Gilispie,

We hereby submit for your consideration our Change Request # 004 in the amount of One Hundred Seventy - Five Thousand Two Hundred Dollars 00/100 (\$175,200.00) as an add to our subcontract agreement for the above-referenced project. This change request covers the following revisions:

- Furnish five (5) VFD – Eaton DG1 460V FR7 IP00 200KW 300HP.
- Furnish five (5) DG1 Remote Keypad Kit.
\$134,788.00
- Furnish and Install conduit and wire for new five (5) Eaton VFD's & five (5) Remote Keypad's.
- Demolition of existing five (5) VFD's.
- Install five (5) VFD – Eaton DG1 460V FR7 IP00 ~~160~~ 200KW 300HP.
- Install five (5) DG1 Remote Keypad Kit.
- Demo and Install Modbus for five (5) VFD's.
\$38,164.00
- Startup and Commissioning of five (5) VFD's.
\$2,248.00

200 KW, per email
confirmation

Total Amount: \$175,200.00

Clarifications:

1. Cutting and patching of concrete or existing finishes are excluded from this proposal.
2. Trenching and excavating will be performed by GC and are excluded from this proposal.
3. This change order is based solely on the usual cost elements such as labor, material and normal markups and does not include any amount for additional changes in the sequence of work, delays, disruptions, re-

scheduling, extended overhead, overtime, acceleration, and/or impact costs; and the right is expressly reserved to make claim for any and all of these related items prior to the final settlement of this contract.

4. This proposal is valid for 7 days and is subject to any labor and material modifications occurring after this time period.
5. We are unable to proceed with labor or procurement of materials associated with this change unless directed in writing. Please advise how we are to proceed.

If you have any questions, please feel free to contact the undersigned.

Sincerely,

WEIFIELD GROUP TENNESSEE INC.

Talyr Alexander

Job # L-TN-24-0006-004

scheduling, extended overhead, overtime, acceleration, and/or impact costs; and the right is expressly reserved to make claim for any and all of these related items prior to the final settlement of this contract.

4. This proposal is valid for 7 days and is subject to any labor and material modifications occurring after this time period.
5. We are unable to proceed with labor or procurement of materials associated with this change unless directed in writing. Please advise how we are to proceed.

If you have any questions, please feel free to contact the undersigned.

Sincerely,

WEIFIELD GROUP TENNESSEE INC.

Talyr Alexander

Job # L-TN-24-0006-004

FURNISH DRIVES & KEYPADS

	Final Pricing	Modified (\$)	Modified (%)	Alarm	Code
	Quoted Material	108,414.29			
	Material Tax	2,981.39	2.750		
	Material Total	111,395.68			
	Total Cost	111,395.68			
	Adjustment Overhead	11,139.57	10.000		
	Total Overhead	11,139.57	10.000		
	Adjustment Markup	12,253.53	10.000		
	Total Markup	12,253.53	10.000		
	Final Adjustment	-0.78	-0.001		
	Selling Price	134,788.00			
	Final Price	134,788.00			

	Quoted Materials	Alarm	Cost	Adj Cost	Vendor
1	Eaton DG1 460V FR7 IP00-160KW 300#	Off	108,414.29	108,414.29	
	Totals		108,414.29	108,414.29	

200 KW, per email
confirmation

Detail Bill of Material

Project Name: TN-24-0006 - Weifield VFDs
General Order No:

Negotiation No: NVAE0822X4K1
Alternate No: 0001

Item No.	Qty	Product	Description
	5	DG1 OPEN DRIVES	DG1 REMOTE KEYPAD KIT(3.0M CABLE)

Catalog No DXG-KEY-RMTKIT

Qty **List of Materials**
5 DG1 REMOTE KEYPAD KIT(3.0M CABLE)

Item No.	Qty	Product	Description
	5	DG1 OPEN DRIVES	DG1 STANDARD KEYPAD

Catalog No DXG-KEY-LCD

Qty **List of Materials**
5 DG1 STANDARD KEYPAD

Item No.	Qty	Product	Description
	5	DG1 OPEN DRIVES	VFD DG1 460V FR7 IP00 200KW 300HP AMR

Catalog No DG1-34385FN-C00C

Qty **List of Materials**
5 VFD DG1 460V FR7 IP00 200KW 300HP AMR

Item No.	Qty	Product	Description
	1	EESS SAT	

See Approval Drawings for Comments and Clarifications
Start-up Contact: Other
TBD TBD
Estimated Start-up Date:
A Coordination Study does not exist.

Catalog No U0210-104
Designation Start-Up and Training

Qty **List of Materials**
1 EESS Office: Nashville, TN, quote as of 8/23/2024 8:10:24 PM
1 Jobsite: , Nashville, Tennessee 1
1 Drive Time: 0.20 Hours
1 Customer Specified Testing Time Per Product Line
1 1 Test Equipment Setup Locations
1 Service Entrance Ground Fault / ARMS Testing

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

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.

Eaton Site Acceptance Testing Services

Notes

(4) hours Start-Up per Open DG1 VFD (5 total).
Plus 4hr customer training.

Comments and Clarifications

The information on this document is created by Eaton. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.

PREPARED BY		DATE	Eaton		
Stephen Winders		8/23/2024			
APPROVED BY		DATE	JOB NAME	TN-24-0006 - Weifield VFDs	
			DESIGNATION	Start-Up and Training	
VERSION			TYPE	DRAWING TYPE	
1.0.0.0			EESS	Customer Appr.	
REVISION	DWG SIZE		G.O.	ITEM	SHEET
	A				1 of 1

Eaton's Electrical Engineering Services & Systems

Testing Clarifications

- Standard factory warranty coverage is extended by 12 months, on Eaton manufactured equipment, when site acceptance testing is performed by Eaton's Electrical Engineering Services & Systems (EESS).
- All testing will be performed by Eaton's Electrical Engineering Services & Systems (EESS) per Eaton's standard testing guidelines unless otherwise specified in Bill of Material.
- If NETA testing is specified, and provided by Eaton, Eaton takes exception to NETA certification and membership or Nationally Recognized Testing Laboratory (NRTLs) requirements. Eaton field personnel are certified to test power distribution equipment per IEEE, NEMA, NFPA and NETA standards by the National Institute for Certification in Engineering Technologies (NICET) Electrical Power Testing Certification Program. This program provides an independent verification of the capabilities, knowledge and experience of our field personnel for electrical testing. The Electrical Power Testing certification program is for technicians who test equipment used in the production, transmission, and distribution of electrical power. These technicians are engaged in inspection, testing, and periodic maintenance of electrical power equipment, and evaluation of such equipment for acceptance for service, continued serviceability, or required maintenance.
- Testing will be completed on the specific electrical equipment as identified in the attached Eaton BOM. Circuit breakers below 200 A and transformers below 75 kVA are not tested.
- All test results will be evaluated in accordance with manufacturer's published data where available.
- No "Optional" NETA tests are included.
- Customer to provide settings and relay logic configuration files for protective devices. Note: Eaton can provide an adder for the required power system studies and input/output logic.
- If Eaton has quoted cable testing in the BOM, cable tests are performed with the cables disconnected from their normal position.
- If Eaton has quoted cable testing in the BOM the customer should provide a safety watch at the opposite end of the cables to be tested.
- If Eaton has quoted cable testing in the BOM the ends of the cables to be tested should NOT be taped up so that the ends are easily accessible.
- All liquid filled transformers listed in the BOM will have oil samples tested per the following: The DGA test is tested per ASTM D-3612 and the GQ oil test is tested per the following: Moisture content (ASTM D-1533b), Interfacial Tension (ASTM D-971), Acid Number (ASTM D-974), Color Number & Visual Exam (ASTM D-1500, 1524), Dielectric Breakdown (ASTM D-877), & Specific Gravity (ASTM D-1298).
- No load bank testing is included with the testing of any battery systems listed in the Eaton BOM.

General Clarifications

- Method of procedure (MOP) development or meeting time not outlined in the scope of work will be treated as an extra.

Customer will be responsible for the following:

- Provide a stable 1P, 480V, 100A source of power capable of supplying power to Eaton's Primary Current Injection test set. If not, generator rental fees will apply and will be billed separately from the dollar amount listed herein.
- Identify site contact for this project.
- Work together with Eaton on scheduling work.
- Customer will supply a complete set of electrical plans, including the plant single-line diagram, specifications, and any pertinent change orders that may impact the acceptance testing of the equipment to Eaton before commencement of work.
- Provide plant personnel to work with Eaton test engineers as required during the planning phase and during the on-site testing phase.
- Customer shall supply a suitable and stable source of power for operation of test and motorized equipment at each test site when normal power is removed or authorize Eaton to obtain a source of auxiliary power, Eaton shall specify requirements. Any non-standard generators rentals will result in a price adder to this proposal.
- Provide manufacturers maintenance manuals and tools (normally supplied with equipment) to Eaton for equipment prior to outage.
- All equipment shall be set in place and assembled prior to arrival on site for acceptance testing. Coordination on site during equipment installation and assembly can be provided as a separate order at the quoted hourly rates.
- The customer will coordinate all outages and perform all switching to de-energize and isolate equipment to be tested.

GO/NEG-Alt-Date: NVAE0822X4K1-0001-8/23/2024		Job Name: TN-24-0006 - Weifield VFDs
Item Number:	Catalog Number: U0210-104	Designation: Start-Up and Training

- The customer shall make all equipment available upon arrival of Eaton personnel, including removal from service to permit continuous progression of work. Delay time in making equipment available will be treated as an extra.
- Provide crane and operator if required.
- Provide a secure storage area for any removed equipment, test equipment, and materials.

Eaton Responsibilities

- Provide a project manager as a single point of contact that will work directly with customer personnel to create and manage the schedule and outages.
- Organize team meetings and establish safety procedures in accordance with your plant protocol.
- Survey project including electrical equipment contained within our scope of services.
- Meet as a project team to finalize schedule and establish staging areas for plant approval.
- Shall furnish test engineers, tools, equipment, materials, supplies and transportation.
- Provide and install safety locks, as required.
- Perform voltage test and install necessary circuit / equipment safety grounds to assure safe working conditions.
- Make necessary minor adjustments required to bring equipment to satisfactory operating condition.
- Obtain authorization in advance before performing any extra work.
- Upon completion of work:
 - 1) Remove safety grounds installed by Eaton
 - 2) Remove safety locks installed by Eaton.
- Provide detailed written reports on the condition of the equipment "as found" and "as left".

Terms

- Any order arising out of this offer will be governed by the conditions contained in Eaton Selling Policy 25-000 for US work, or 25-000C for Canada, unless both parties mutually agree to other terms and conditions in writing. This offer is valid for 30 days unless otherwise extended, modified, or withdrawn, in writing, by Eaton.

Safety Training of Eaton Field Personnel

- Safety standards are in place to meet or exceed NFPA 70E requirements, and appropriate Personal Protective Equipment (PPE) has been issued.
- Customer required safety training for Eaton personnel, beyond the time specified in the Bill of Material will be charged at the standard rates.

Safety Clarifications

- Eaton will not perform work activities in situations where the proper level of PPE is not practical. At no time will work be performed when the arc-flash exposure levels are above 40 cal/cm².
- To establish an electrically safe work condition, the customer is to provide an up-to-date site electrical one-line diagram(s) for lockout/tagout purposes showing all sources of power.
- For electrical outages requiring utility isolation, the customer and utility shall coordinate lockout/tagout requirements with Eaton in a written plan of execution.
- Customer shall be responsible to perform all switching. Any requirement of Eaton for perform switching will require customer signature and a minimum of two EESS personnel present. Additional charges will apply.

On Site Customer Training Time

- All training listed in the Eaton BOM is provided during normal business hours (8AM – 5PM) at straight time prices. Any training which occurs during overtime hours will result in a price adder.
- Customer to provide classroom for onsite training if listed in the Eaton BOM. Customer to make equipment available for onsite training.
- Requests for video recording of Eaton provided training will require signature of Eaton release form and privacy waiver by end customer. All video recording will be done by Eaton.

GO/NEG-Alt-Date: NVAE0822X4K1-0001-8/23/2024		Job Name: TN-24-0006 - Weifield VFDs
Item Number:	Catalog Number: U0210-104	Designation: Start-Up and Training

Communication Packages

- Configuration and testing of communication systems is not included in site acceptance testing.

Lifts

- The customer will need to supply any type of lift to mobilize equipment on site and the customer will supply personnel lifting equipment, if required.
- Any additional lifts supplied by Eaton will result in a price adder.

Extended Warranty

- Standard factory warranty coverage is extended by 12 months, on Eaton manufactured equipment, when site acceptance testing is performed by Eaton's Electrical Engineering Services & Systems (EESS).

Overtime

- If straight time work is required to be performed on an overtime basis, Customer will be billed the difference between the straight time and overtime rate. Saturday overtime rate applies to all time worked in excess of eight (8) hours / day Monday through Friday and all time worked on Saturday. Sunday / Holiday overtime rate applies to all time worked on Sundays and Holidays.

Delay Time

- If Eaton arrives onsite to perform scheduled work and the work is cancelled, Eaton will charge Customer four (4) hours minimum per person, plus travel expenses if no replacement work can be scheduled. If sufficient notice (72 hours) is given to Eaton when canceling scheduled work, no extra charge will apply. Weather delays may be considered as an extra, if required. Weather delays may increase the estimated completion time.

Outside Personnel

- If Eaton is required to bring additional personnel in from outside the area the following travel policy will be in effect: Travel will be based on portal-to-portal time not to exceed 8 hours at the quoted hourly rate per hour plus travel expenses at cost plus 25 percent.

Standby & Reconnect Fees

- Applicable fees for outage related costs including standby and reconnect services are not included.

GO/NEG-Alt-Date: NVAE0822X4K1-0001-8/23/2024		Job Name: TN-24-0006 - Weifield VFDs
Item Number:	Catalog Number: U0210-104	Designation: Start-Up and Training

CED - COOL SPRINGS

620 BRADLEY COURT
FRANKLIN TN 37067

TEL: 615 370-5001 FAX: 615 370-5058

CONTACT: JOSEPH

QUOTE FOR: WEIFIELD GROUP

ACCT #: Y5-15367 WEIFIELD GROUP

1125 HARPETH INDUSTRIAL CT
SUITE A
FRANKLIN, TN 37064
TEL: (615) 370-0934

QUOTATION		PAGE	
		001 OF 001	
QUOTE #	DATE	REV #	REV DATE
1034959	08/23/24	003	08/26/24
QUOTE EXPIRES		PREPARED BY	
09/22/2024		JG	
SLS		INSL	
4434		1900	
FOB		FREIGHT	
SHIPPING POINT		PICKUP	

CUS PO #:

VFD QUOTE

JOB NAME:

LAVERGNE WATER SYSTEMS

LN	QTY	MFR	CATALOG #	DESCRIPTION	PRICE	UOM	EXT AMT
01	*	THE BELOW QUOTE IS FOR THE 250 HP OFFERING					
02	1	EATON	LOT PRICE PER NEG#	NVAE0822X4K1	82,921.43	E	82,921.43
03	1	EATON	LOT STARTUP/TRAINING		9,000.00	E	9,000.00
04	*	THE BELOW QUOTE IS FOR THE 350 HP OFFERING					
05	1	EATON	LOT PRICE PER NEG#	NVAE0822X4K1	108,414.29	E	108,414.29
06	1	EATON	LOT STARTUP/TRAINING		9,000.00	E	9,000.00

TOTAL: ~~209,335.72~~

\$108,414.29

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

LABOR & MATERIAL

	Final Pricing	Modified (\$)	Modified (%)	Alarm	Code
	Database Material (Extension)	6,537.83			
	Material Tax	179.79	2.750		
	Material Total	6,717.62			
	Direct Labor	22,123.23			
	Indirect Labor	2,700.00			
	Labor Total	24,823.23			
	Total Cost	31,540.85			
	Adjustment Overhead	3,154.09	10.000		
	Total Overhead	3,154.09	10.000		
	Adjustment Markup	3,469.49	10.000		
	Total Markup	3,469.49	10.000		
	Final Adjustment	-0.43	-0.001		
	Selling Price	38,164.00		Pinned	
	Final Price	38,164.00			

	Description	Quantity	Unit	Net Cost	Labor	Unit	Total Material	Total Hours
1	1" EMT	50	C	221.60	16.40	C	110.80	8.20
2	2" EMT	40	C	515.32	24.00	C	206.13	9.60
3	#350MCM XHHW	150	M	12,217.34	94.50	M	1,832.60	14.18
4	1-H 1/2" CRIMP CU/AL #350 BROWN	30	C	2,207.48	360.00	C	662.24	108.00
5	3M Cold Shrink	30	E	116.50	0.50	E	3,495.00	15.00
6	Eaton DG1 460V FR7 IP00 160KW 300HP	5	E	0.00	8.00	E	0.00	40.00
7	DG1 Remote Keypad Kit	5	E	0.00	1.00	E	0.00	5.00
8	Modbus Ethernet IP	100	M	2,310.57	0.10	E	231.06	10.00
9	Demo of VFD's	5	E	0.00	8.00	E	0.00	40.00
	Totals	415					6,537.83	249.97

	Labor Type	Crew	Hours	Total	Full Rate
1	AVERAGE LABOR RATE PER SHEET	1.00	249.98	22,123.23	88.50
	Totals	1.00	249.98	22,123.23	88.50

	Indirect Labor	Lab %	Hours	Total	Full Rate
1	PROJECT MANAGER	5.000	12.50	1,350.00	108.00
8	SUPERINTENDANT	5.000	12.50	1,350.00	108.00
	Totals		25.00	2,700.00	108.00

START UP & TRAINING

	Final Pricing	Modified (\$)	Modified (%)	Alarm	Code
	Direct Labor	1,858.50			
	Labor Total	1,858.50			
	Total Cost	1,858.50			
	Adjustment Overhead	185.85	10.000		
	Total Overhead	185.85	10.000		
	Adjustment Markup	204.44	10.000		
	Total Markup	204.44	10.000		
	Final Adjustment	-0.79	-0.035		
	Selling Price	2,248.00		Pinned	
	Final Price	2,248.00			

	Description	Quantity	Unit	Net Cost	Labor	Unit	Total Material	Total Hours
1	Start Up/Training	5	E	0.00	4.20	E	0.00	21.00
	Totals	5					0.00	21.00

	Labor Type	Crew	Hours	Total	Full Rate
1	AVERAGE LABOR RATE PER SHEET	1.00	21.00	1,858.50	88.50
	Totals	1.00	21.00	1,858.50	88.50

Jaimi Ensey

From: Talyr Alexander <talexander@weifieldgroup.com>
Sent: Friday, September 13, 2024 10:47 AM
To: Jaimi Ensey; Josh Gilispie
Subject: Re: LaVergne SCADA - Change Order(s) - 1.0, 1.1 1.2 1.3

Hello Jaimi,

I had mistyped. They are 200KW 300HP. I will revise and resend.

Thanks,

Talyr Alexander
Assistant Project Manager | Weifield Group Tennessee

1125 Harpeth Industrial Ct. Suite A | Franklin, TN 37064

Cell: 865-256-5721

[Website](#) | [Facebook Page](#)



From: Jaimi Ensey <JEnsey@griggsmaloney.com>
Sent: Friday, September 13, 2024 10:27 AM
To: Josh Gilispie <jgilispie@wocc.com>
Cc: Talyr Alexander <talexander@weifieldgroup.com>
Subject: RE: LaVergne SCADA - Change Order(s) - 1.0, 1.1 1.2 1.3

CAUTION: This message was sent from outside of Weifield. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe, and contact support@weifieldgroup.com for questions.

Thank you, Josh! I'm getting this package together now to get over to the City.

I was flipping through the CO 1.3 package for the VFDs and saw it does say 160 KW 300 HP... Based on the prior email correspondence, I thought they said it would have to be a higher KW for 300 HP VFDs? I see that letter is dated 8/26/24, which was same date you had asked me about the horsepower, so wanted to make sure that was the final/correct version or if that needs to be updated?

Thanks,

Jaimi E. Ensey, P.E.

Griggs & Maloney, Inc.
745 South Church Street, Suite 205
Murfreesboro, Tennessee 37130
or P.O. Box 2968
Murfreesboro, Tennessee 37133-2968
Ph: [\(615\) 895-8221](tel:(615)895-8221) Fax: [\(615\) 895-0632](tel:(615)895-0632)
Email: jensey@griggsmaloney.com

From: Josh Gilispie <jgilispie@wocc.com>
Sent: Tuesday, September 10, 2024 2:09 PM
To: Jaimi Ensey <JEnsey@griggssandmaloney.com>
Subject: LaVergne SCADA - Change Order(s) - 1.0, 1.1 1.2 1.3

See attached change orders, four total, as requested. Let me know if you have any questions. Thanks.

Josh Gilispie

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

O. 931.403.1000
D: 931.403.5325
C: 931.808.1205



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 26, 2024

Item #: 4.I. Approve Amendment #1 to the Grant Contract #75903 with the State of Tennessee, Department of Environment and Conservation for the Brookside Park.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Amendment #1 - Grant Contract - Brookside Park

Summary:

This is the amendment to the Grant Contract with the State of Tennessee for the change in scope and budget for the Brookside Park.

Background Information:

This will approve Amendment #1 with the State of Tennessee Department of Environment and Conservation for the LPRF Grant for Brookside Park. As you are aware, the city requested a change in scope for the project due to the costs of the project exceeding what was available for funding. TDEC approved the change in scope and this is the amendment that formally approves the change to the grant contract.

Financial Summary:

The grant amount from the State is \$201,876.56, which requires a matching amount from the city. The total project cost is \$403,753.12.

Staff Recommendation:

Staff recommends approval.



GRANT AMENDMENT

Agency Tracking # 32701-04553	Edison ID 75903	Contract # 75903	Amendment # 1		
Contractor Legal Entity Name City of LaVergne			Edison Vendor ID 0000001520		
Amendment Purpose & Effect(s) Scope and Budget Change Local Parks and Recreation Fund (LPRF) grant for the 2020 City of Laverne Brookside Park Development					
Amendment Changes Contract End Date: ☐ YES ☒ NO		End Date: 8/15/2025			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2025	\$201,876.56				\$201,876.56
2026					
TOTAL:	\$201,876.56				\$201,876.56
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. 				CPO USE	
Speed Chart (optional) EN00016412 (32719)		Account Code (optional) 71302000 - City			

**AMENDMENT 1
OF GRANT CONTRACT 75903**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" and the City of LaVergne, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Section A.2 is deleted in its entirety and replaced with the following:

A.2 The Grantee shall implement the following activities as described in Attachment A: (1) ☐ land acquisition for local, state, or federal parks, natural areas, greenways; (2) ☐ land acquisition for recreational trail facilities; (3) ☒ trail development and restoration; (4) ☒ capital projects in parks, natural areas, and greenways, and, (5) ☐ trail training, trail patrols and trail safety education.

Grant funding is to develop a neighborhood park including a connection to an existing greenway.

2. Grant Contract Attachment A is deleted in its entirety and replaced with the new attachment A attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF LAVERGNE

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER

DATE

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.

CITY OF LAVERGNE**ATTACHMENT A****PAGE 2****GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT AND AWARD	AMOUNT
Grant Administration and A/E Services	\$29,364
TOTAL	\$29,364

CAPITAL PURCHASE	AMOUNT
Concrete Pad ADA Trail and Trailhead ADA Parking, Pathways, Signage, etc. Soccer Field Benches (affixed, permanent) Natural Long-Term (Non-Decorative & Not Short-Term) Landscaping (Shade trees, shrubs/perennials, etc.) for Natural Remediation Site Work (paving, soil, erosion control, turf/grass, curb, gutter, etc.)	\$374,389.12
TOTAL	\$374,389.12



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 26, 2024

Item #: 4.J. Approve Utility Line Easement for Nashville Electric Service to Allow the Removal of the Power Pole from the Roundabout on Stones River Road.

Department: Engineering

Presented By: Kyle Brown

Item Attachments: 1. NES Easement

Summary:

The approval of this easement will allow for the removal of the unwanted NES power pole that has been placed in the Stones River Road Roundabout. This requires the re-routing of the electrical circuit to the north side of Stones River Road and an accompanying 30' wide utility easement is needed by NES to place the electric lines, poles and guy-wires on city property.

Background Information:

In September 2007, the City paid NES to remove a power pole from just behind the curb of the Stones River Road roundabout after initial construction. It was deemed a potential hazard, and the City did not want a pole in the roundabout. Subsequently, a power pole was re-installed by NES in the roundabout in 2022. The City of La Vergne discussed the desire to have the pole removed, again, and NES agreed to relocate the electrical circuit and the pole if we could provide the subject 30' wide utility easement without trees through what is now City property on the north side of Stones River Road.

Financial Summary:

There is no documented financial impact at this time. Staff time for easement preparation and removal of trees from the easement area will be the only financial impact to the City.

Staff Recommendation:

Staff recommends approval.

This Instrument Prepared by:
Laura Smith, VP General Counsel
Electric Power Board
Nashville, TN 37203

GRANT OF UTILITY LINE EASEMENT TO THE
METROPOLITAN GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY, ACTING BY AND THROUGH THE
ELECTRIC POWER BOARD OF SAID GOVERNMENT

For and in consideration of the sum of **\$1.00**, cash in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereinafter referred to as Grantor, have this day granted to the Metropolitan Government of Nashville and Davidson County, acting by and through the Electric Power Board of said Government, hereinafter referred to as Grantee, a permanent utility easement for the following purposes, namely: The perpetual right to enter and to erect, maintain, repair, rebuild, operate and patrol electric power overhead and underground conductors and communications circuits with all necessary equipment reasonably incident thereto including the right to clear said easement and keep the same clear of brush, timber, inflammable structures, buildings, permanent structures, and fire hazards; all over, under, upon, and across the following described land, to wit:

30 Feet Wide Utility Easement

A tract of land in Rutherford County, Tennessee; generally located along the eastern right-of-way margin of Stones River Road, north of E Nir Shribman Blvd and being a portion of Parcel 53.02 as shown on Rutherford County Tax Map 014, being more particularly described by the centerline as follows:

Being a 30 feet wide utility easement beginning near an existing pole, #139-05-028, at a point where the aerial conductors cross the western boundary of said Parcel 53.02; Thence extending in a southeast direction 210 feet, more or less, to the point of termination on the southern property boundary being near an existing pole, #139-05-070; containing approximately 6,300 sq.ft, as constructed on said property at a location known and agreed to by the grantor(s). See exhibit "A".

Being a portion of that property conveyed Rutherford County, Tennessee, a political entity of the State of Tennessee of record in Book 214, Page 2359, Register's Office of Rutherford County, Tennessee.

The purpose of this easement is to remove a pole from roundabout.

To have and to hold the said easement to Grantee, its successors and assigns forever.

We covenant with the said Grantee that we are lawfully seized and possessed of said real estate, have a good and lawful right to convey the same, that the same is free of all encumbrances, except those shown of record, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

We do further covenant and agree that the payment of the purchase price above stated is accepted by us as full compensation for all damages incidental to the exercise of any of the rights above described; except that said Grantee shall remain liable for any additional damages which may be caused to the property of the undersigned in the erection and maintenance of said facilities.

-SEE NEXT PAGE FOR SIGNATURE AND NOTARY-

IN WITNESS WHEREOF, we have subscribed our names on this the ____ day of _____, 20 ____.

By: _____

STATE OF _____

For: _____

COUNTY OF _____

Title: _____

Before me, _____ of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be president (or other officer authorized to execute the instrument) of _____, the within named bargainor, a corporation, and that such president or officer as such _____, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as _____.

Witness my hand, at office, this ____ day of _____, 20____.

Notary Public

My Commission Expires:

EXHIBIT "A"

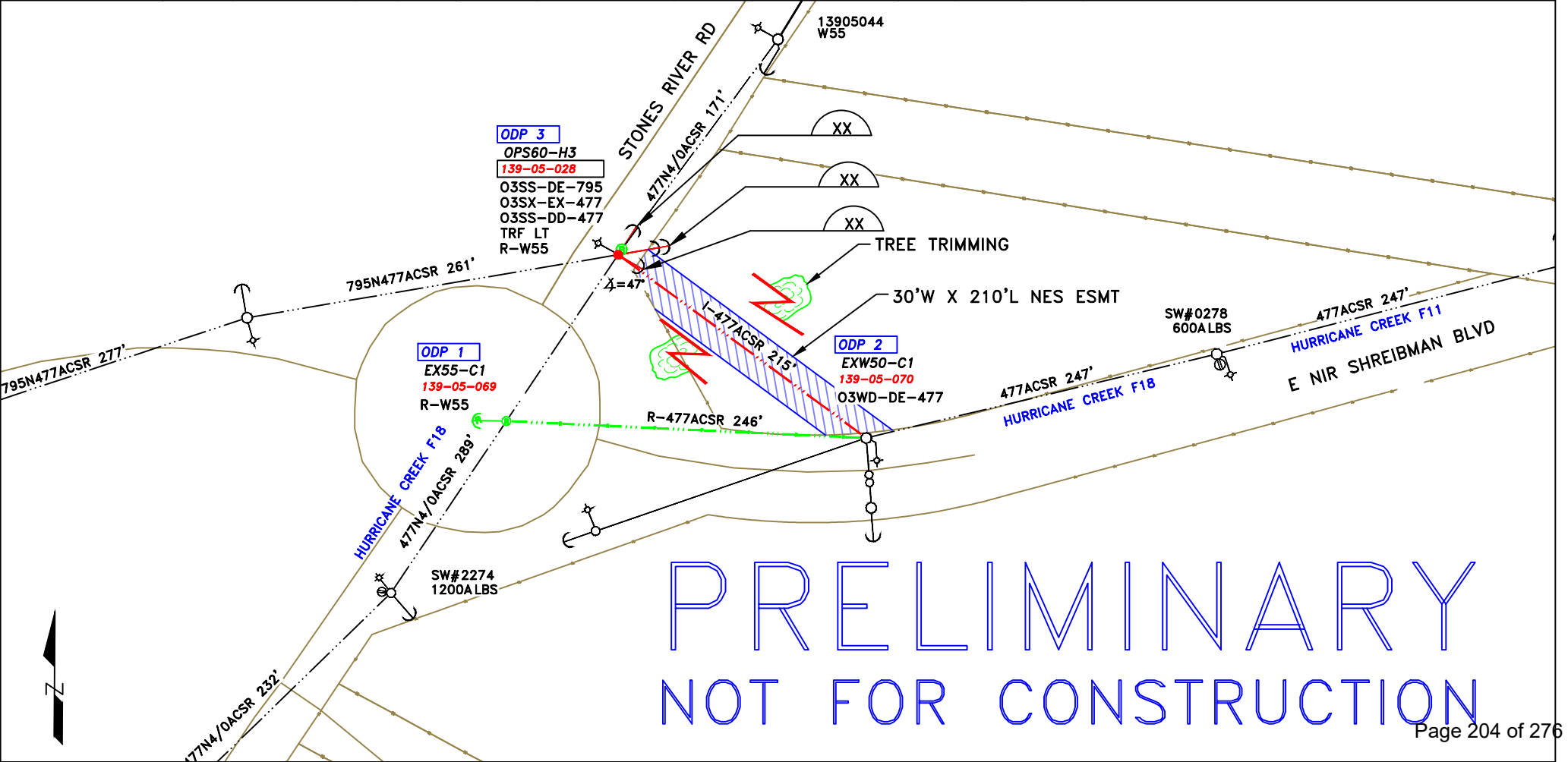
MAP/BLANK# <u>139 05</u> DATE DRAWN <u>5/4/23</u> WR# <u>991375646</u> REV: _____ CUSTOMER <u>CITY OF LAVERGNE</u> ADDRESS <u>STONES RIVER RD & E NIR SHREIBMAN</u> NES ENGR <u>CHAD LACY</u> PHONE <u>615-747-3452</u> ZIP CODE: <u>37086</u> APPROVALS _____ ESTIMATE # _____				PLANNING APP _____ CITY/COUNTY <u>LAVERGNE</u> CIRCUIT # <u>F18</u> SUB. NAME <u>HURRICANE CREEK</u> REMARKS _____ ☐ C&M ☐ Ditch ☐ Planning ☐ Meter ☐ SysCon ☐ Veg Mgmt ☐ Trans ☐ St. Light ☐ Pvt. Light NJUNS # _____ WO# _____				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="writing-mode: vertical-rl; transform: rotate(180deg);">Pay Excess Height</td> <td>Height</td> <td>Class</td> <td>Cost</td> <td>#Poles</td> <td>Total</td> </tr> <tr> <td>N/A</td> <td>N/A</td> <td>\$ 0</td> <td>0</td> <td>\$ 0</td> </tr> <tr> <td>N/A</td> <td>N/A</td> <td>\$ 0</td> <td>0</td> <td>\$ 0</td> </tr> <tr> <td rowspan="3" style="writing-mode: vertical-rl; transform: rotate(180deg);">Pay Sacrificed Life</td> <td>Ht/Cl</td> <td>Age</td> <td>Cost</td> <td>#Poles</td> <td>Total</td> </tr> <tr> <td>N/A</td> <td>N/A</td> <td>\$ 0</td> <td>0</td> <td>\$ 0</td> </tr> <tr> <td>N/A</td> <td>N/A</td> <td>\$ 0</td> <td>0</td> <td>\$ 0</td> </tr> </table>				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
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																																						
SUSPENDED TICKET ☐ LOCATE REQUEST# _____ TOC Clerk _____ START DATE _____ START TIME _____				☐ ESE ☒ NJUNS DSC				PERMITS ☐ CSX ☐ TDOT ☐ TVA ☐ USACE ☐ Contact # _____ NES to Pay ☐ TEL Job # _____ TEL to Pay ☐ TEL Engr _____																																			
				☐ TEL Billing Sheet Attached																																							

	SIZE	STOCK #	QTY	TAP	PHASE	POLE #	TYPE	POLE #	DIST	USE	SEC

OFFICIAL RECORD COPY – Send to Rm. 371

The undersigned attests that this copy reflects the work as done in the field.

Employee Signature _____
Date _____
Emp Nbr _____





ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 26, 2024

Item #: 5. **Resolution #2024-26** - 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.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Resolution #2024-26

Summary:

This is a resolution to declare property as surplus property and direct how the property will be disposed.

Background Information:

In this resolution, we have items from two departments. In the Public Relations Department we have a desk that is no longer needed because it has been replaced. In the Police Department, we have a filing cabinet, miscellaneous chairs and four desks that are no longer needed.

Financial Summary:

It is unknown at this time as to how much revenue the city will receive when these items are sold on GovDeals.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2024-26

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>
Public Relations		
Office Desk with Hutch	Wood Craft Company "L" Shaped Desk with hutch; Maple/Gold color, 72" X 30" and 55" X 24"; 29.5" tall. Needs repair – Keyboard drawer is broken, Left bottom drawer base is detached, small nail exposed over keyboard drawer.	N/A
Police Department		
Steel Filing Cabinet	KI Model 700 Series Steel File Cabinet with two adjustable shelves and four pull drawers. Dark Gray in color; 30" X 18" X 65". Operable – appears to have remnants of duct tape on the doors and drawers.	N/A
1 Lot of Office Chairs	Eight (8) used office chairs – various sizes, materials, colors. Needs repair, unknown condition – worn seats/back/arm coverings, pneumatic height adjustment cylinders may need replacement on some chairs	N/A
Office Desk #1	Office Desk with credenza, multi drawers with locks, only one key that works on one drawer. Brown and Gray in color. Minor damage including scratches and bumps.	N/A
Office Desk #2	"L" Shaped Office Desk – Wooden, Brown in color; 67" X 30" X 29" and 69" X 30" X 29". Minor damage – normal wear and tear.	N/A

Office Desk #3	Computer Desk with slide out tray for keyboard and mouse. 34" X 20" X 29.5". Black metal body with Mahogany colored top. Minor Damage – normal wear and tear from use including scrapes and scratches.	N/A
Office Desk #4	Office Desk with five drawers – 60" X 30" X 29" – Black metal body with Mahogany colored top. Minor damage including normal wear and tear	N/A

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 3rd day of October, 2024.

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: Wood Craft Company	Model #:
Serial Number:		
Description of Use: Office Desk		
Color:	Maple / Gold	Size (L x W x H): 72" x 30", 55"x24" (29.5" tall)
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: Keyboard drawer runner is broken. Keyboard drawer included. Left, bottom drawer base detached. Small, sharp nail exposed over keyboard drawer.				

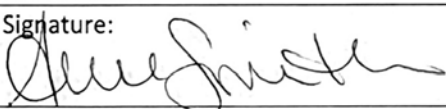
Hazardous Material:

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:	Office furniture upgrade
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	Parks and Recreation
For more information, contact:	Randy Frost

Department Information:

Your Name: Anne Smith	Department: Public Relations
Signature: 	Date: 8/23/2024

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: \$ _____





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: 2002	Manufacturer: KI	Model #: 700 Series
Serial Number:		
Description of Use: Steel file cabinet with two adjustable shelves and four pull drawers		
Color:	Dk Gray	Size (L x W x H): 30" x 18" x 65"
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: appears to have remnants of duct tape on the doors and drawers				

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 longer needed to store files
Current Estimated Value:	\$ 50
Suggested Minimum Sale Price:	\$ 10
Location of Property:	Communications managers office- Police Department
For more information, contact:	Erin Speck

Department Information:

Your Name: Erin Speck	Department: Police
Signature: 	Date: 9/4/24

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: \$ _____



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: NA	Manufacturer: Various	Model #: Various
Serial Number: NA		
Description of Use: 1 lot of 8 used office chairs. Various sizes, coverings, colors. See photos.		
Color:	Various - See photos	Size (L x W x H): Various - See photos
Material:	☒ Cloth ☒ Vinyl ☐ Leather ☒ Metal ☒ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☒ Needs Repair	☒ Unknown Condition
# of Hours: NA	Equipment was maintained every: NA		☐ Hours	☐ Days
Damage:	☐ Major Damage	☒ Minor Damage		
Explain Damage or Repairs Needed: Worn seat/back/ arm coverings Pneumatic height adjustment cylinder may need replacement on some items				

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:	Users requested new chairs due to various operational issues
Current Estimated Value:	\$100
Suggested Minimum Sale Price:	\$0
Location of Property:	PD storage
For more information, contact:	Lt Campbell, M-F, 9am-3pm, 615-287-8617

Department Information:

Your Name: Lt Campbell	Department: Police
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: \$ _____





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:

Office Desk #1

Year: unknown	Manufacturer: unknown	Model #: unknown
Serial Number: none available		
Description of Use: office desk with credenza, multi drawers with locks, only one key available that works on one drawer		
Color:	brown/gray	Size (L x W x H): 35X72X25
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☒ Wood ☐ Rubber	

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours: n/a	Equipment was maintained every: n/a		☐ Hours	☐ Days
Damage:	☐ Major Damage ☒ Minor Damage			
Explain Damage or Repairs Needed: scratches and bumps, no repairs needed				

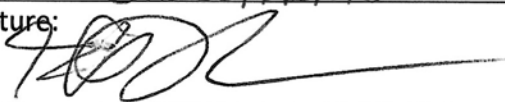
Hazardous Material:

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:	told to downsize workspace
Current Estimated Value:	unknown
Suggested Minimum Sale Price:	
Location of Property:	La Vergne Police Department
For more information, contact:	

Department Information:

Your Name: <i>Sheree Robertson</i>	Department:
Signature: 	Date: <i>9/17/24</i>

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: \$ _____





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:

Office Desk #2

Year:	Manufacturer:	Model #:
Serial Number:		
Description of Use: WOODEN DESK - L shape 67" Long, 29" tall, 30" wide / 69" Long		
Color:	BROWN	Size (L x W x H): 67x30x29 + 69x30x29
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: NORMAL WEAR & TEAR				

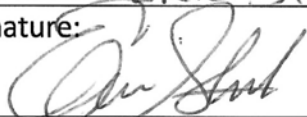
Hazardous Material:

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:	REPLACING WITH NEW DESKS
Current Estimated Value:	\$100⁰⁰
Suggested Minimum Sale Price:	UNK
Location of Property:	POLICE DEPT
For more information, contact:	LT. CAMPBELL

Department Information:

Your Name: ERIC STAATS	Department: POLICE
Signature: 	Date: 9.12.24

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: \$ _____	





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:

Office Desk #3

Year:	Manufacturer: Unknown	Model #: Unknown
Serial Number: N/A		
Description of Use: Wood Computer desk with slide out tray for mouse and keyboard <i>34" Long, 20" wide, 29 1/2" tall</i>		
Color:	Black metal body Mahogany colored top	Size (L x W x H): <i>34 x 20 x 29.5</i>
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☐ Metal ☐ Plastic ☒ Wood ☐ Rubber	

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours: N/A	Equipment was maintained every: N/A		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed: Normal wear and tear from use, scrapes and scratches				

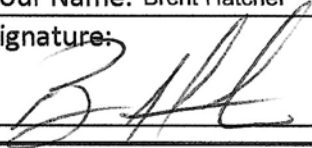
Hazardous Material:

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:	Moving to new office with existing desk
Current Estimated Value:	Unknown
Suggested Minimum Sale Price:	50.00
Location of Property:	5093 Murfreesboro Road La Vergne TN 37086
For more information, contact:	

Department Information:

Your Name: Brent Hatcher	Department: Police
Signature: 	Date: <i>9-12-24</i>

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: \$ _____



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:

Office Desk #4

Year:	Manufacturer: Unknown	Model #: Unknown
Serial Number: N/A		
Description of Use: 5 drawer office desk 60" long, 30" wide, 29" tall		
Color:	Black metal body Mahogany colored top	Size (L x W x H): 60x30x29
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☒ Wood ☐ Rubber	

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours: N/A	Equipment was maintained every: N/A		☐ Hours	☐ Days
Damage:	☐ Major Damage		☐ Minor Damage	
Explain Damage or Repairs Needed:				

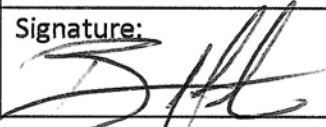
Hazardous Material:

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:	Moving to new office with existing desk
Current Estimated Value:	Unknown
Suggested Minimum Sale Price:	100.00
Location of Property:	5093 Murfreesboro Road La Vergne TN 37086
For more information, contact:	

Department Information:

Your Name: Brent Hatcher	Department: Police
Signature: 	Date: 9-12-24

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: \$ _____





ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 26, 2024

Item #: 6. **Resolution #2024-27** - A Resolution to Approve a Land Acquisition Policy for Additional Real Property Interests Needed for the Blair Road West Project.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Resolution #2024-27

Summary:

This is a resolution to approve a land acquisition policy for some additional property needed for the Blair Road West Project. It allows the city to acquire the necessary real property for the project.

Background Information:

In September 2023, the BOMA approved a Professional Services Agreement with Croft & Associates for right-of-way acquisition consulting services for this project. In May 2024, the BOMA approved a land acquisition policy for the initial properties needed for this project. Since that time, it has been determined that additional property is needed for this project and this resolution will approve the same land acquisition policy for these additional parcels.

This resolution outlines the steps to be taken to acquire the additional property needed for the project. Croft shall submit title opinion letters and the proposed acquisition documents to the city attorney's office for review and approval. Once approval has been received, Croft shall attempt to acquire the property from the parties identified and will offer them up to ten percent (10%) over the appraised value for a voluntary and timely transfer of the property within 30 days of the offer. If Croft is not able to acquire the property, they will notify the city engineer and the city attorney. The city attorney will then be authorized to condemn the property by eminent domain.

Financial Summary:

We do not have a final cost estimate at this time. The final cost will be dependent on the property owners and if they are willing to voluntarily transfer the property to the city within 30 days of the offer.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2024-27

A RESOLUTION TO APPROVE A LAND ACQUISITION POLICY FOR ADDITIONAL REAL PROPERTY INTERESTS NEEDED FOR THE BLAIR ROAD WEST PROJECT.

WHEREAS, the City of La Vergne (hereinafter, "City"), has undertaken the extension of Blair Road from Waldron Road to Carothers Road (hereinafter, "Project"); and

WHEREAS, the Board of Mayor and Aldermen approved a land acquisition policy for the initial property interests needed for this project at the May 7, 2024 meeting; and

WHEREAS, the acquisition of additional interests in real property are needed for this project and have been identified and are described in Exhibit 1 of this resolution (the, "Real Property Interests"); and

WHEREAS, the City has retained Croft & Associates (hereinafter, "Croft"), to perform the services described in its contract with the City which is attached hereto as Exhibit 2 of this resolution; and

WHEREAS, the City wishes to adopt a policy for the acquisition of these additional Real Property Interests.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of La Vergne that the policy set forth hereinbelow shall be the policy governing the acquisition of the right-of way and easements necessary for completion of the project.

1. To the extent this policy may conflict with any other land acquisition policy which the City may have previously adopted, this policy shall control with regard to the project identified herein.

2. To the extent that any portion of this policy may conflict with applicable state and/or federal law, regulations, rules and policies, said applicable state and/or federal law, regulations, rules and policies shall control.

3. Croft shall submit title opinion letters and proposed acquisition documents to the City Attorney's office for its review and approval before the acquisition documents are used to acquire the Real Property Interests.

4. To the extent required by contract or law, Croft shall submit title opinion letters and proposed acquisition documents to any and all state and/or federal officials required to receive the same.

5. Croft shall attempt to acquire the Real Property Interests from the parties

identified as having an interest in the same by offering up to an amount of ten percent (10%) over the appraised value of the Real Property Interests for a voluntary and timely transfer of the property within thirty (30) days of the offer.

6. In the event that Croft is unable to acquire Real Property Interests by the voluntary and timely transfer of the property within thirty (30) days of the offer, Croft shall notify the City Engineer and the City Attorney of the same, whereupon the City Attorney is hereby authorized to condemn the Real Property Interests by eminent domain.

7. This resolution shall take effect immediately, the public welfare requiring it.

RESOLVED this the 3rd day of October, 2024.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

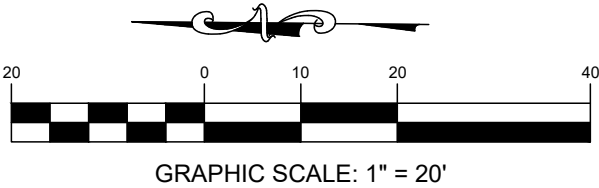
Bruce E. Richardson, City Recorder

Exhibit 1

Blair Road Extension							
Tract #	Owner	Map/Parcel	Res/Comm/ HPR	Address	ROW / Perm / Temp Total Compensation	Sign within 30 Days Bonus 10%	Total Compensation with Bonus
11	Christopher A. Spencer and Clitha Renea Tucker-Spencer	029I-A-002.00-000	Res	102 Washer Drive	\$8,641.00	\$864.10	\$9,505.10
12	Progress Residential Borrower 2, LLC	029I-A-001.00-000	Res	100 Washer Drive	\$7,316.00	\$731.60	\$8,047.60
13	Sylvia M Tooley	029I-A-092.00-000	Res	101 Kestrel Cir	\$1,477.00	\$147.70	\$1,624.70
15	Larry Wilks Davidson	029-030.00-000	Res	1441 Carothers Road	\$4,545.00	\$454.50	\$4,999.50

LEGEND

- PERMANENT SLOPE LINES
- TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER

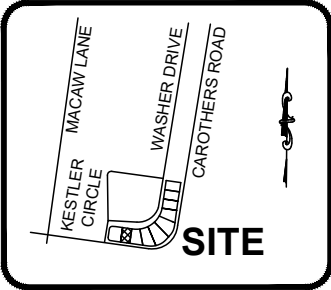


PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

GENERAL NOTES

1. THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

EXHIBIT LOT - 11



VICINITY MAP
NOT TO SCALE

BENEIAS ZERGAW AND
SAMERAWIT ADDAFRE
MAP 029I GROUP A
PARCEL 003.00
P.B. 29 PG 89
D. B. 1755 PG 3129

CHRISTOPHER A. SPENCER
& CLISTHA RENEA
TUCKER-SPENCER
MAP 029I GROUP A
PARCEL 002.00
P.B. 29 PG 89
D. B. 2276 PG 1952

TEMPORARY CONSTRUCTION
EASEMENT
0.018 ACRES
799 SQ.FT

PERMANENT SLOPE
EASEMENT
0.013 ACRES
561 SQ.FT

PROGRESS RESIDENTIAL
BORROWER 2 LLC
MAP 029I GROUP A
PARCEL 001.00
P.B. 29 PG 89
D. B. 1630 PG 3376

POB (TEMPORARY
CONSTRUCTION EASEMENT)
N:600434.75
E:1789603.45

POB (PERMANENT
SLOPE EASEMENT)
N:600428.38
E:1789602.54

PROPERTY LOCATION:
102 Washer Drive
La Vergne, TN (Rutherford County)

WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275

IF YOU DIG TENNESSEE...
CALL US FIRST!
1-800-351-1111
1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 9/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

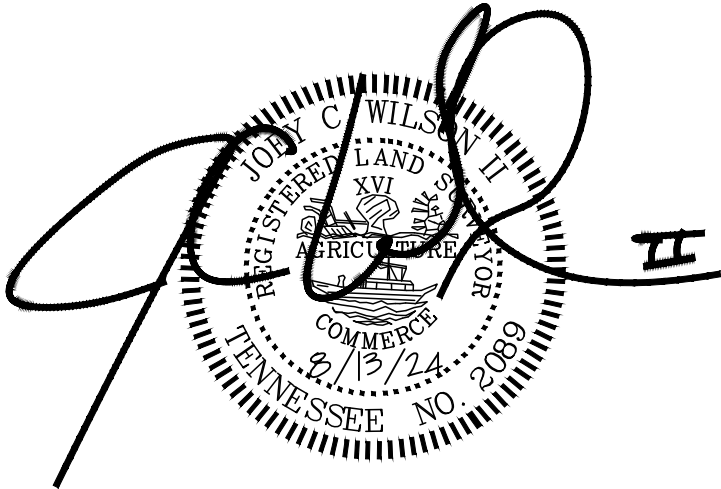
PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

Parcel Line Table		
Line #	Length	Direction
L1	79.91'	N81°50'48"W
L2	6.38'	N8°02'23"E
L3	30.31'	S84°11'32"E
L4	49.65'	S80°28'14"E
L5	6.43'	S8°04'21"W
L6	10.01'	N8°02'23"E
L7	30.24'	S84°11'32"E
L8	49.72'	S80°27'10"E
L9	9.99'	S8°04'21"W

PROPOSED DESCRIPTIONS:
LAND LYING ON THE NORTH SIDE OF CAROTHERS ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF CAROTHERS ROAD AND KESTREL CIRCLE, BEING PART OF THE LAND DEEDED TO CHRISTOPHER A. SPENCER & CLISTHA RENEA TUCKER-SPENCER MAP 0291 GROUP A PARCEL 002.00 P.B. 29 PG 89, D.B. 2276 PG 1952, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERMANENT SLOPE EASEMENT DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600428.38; EAST 1789602.54; THENCE, N 81° 50' 48" W FOR A DISTANCE OF 79.91 FEET TO A POINT; THENCE, N 08° 02' 23" E FOR A DISTANCE OF 6.38 FEET TO A POINT; THENCE, S 84° 11' 32" E FOR A DISTANCE OF 30.31 FEET TO A POINT; THENCE, S 80° 28' 14" E FOR A DISTANCE OF 49.65 FEET TO A POINT; THENCE, S 08° 04' 21" W FOR A DISTANCE OF 6.43 FEET TO A POINT OF BEGINNING.
CONTAINING 561 SQUARE FEET OR 0.013 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON AUGUST 13, 2024.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600434.75; EAST 1789603.45; THENCE, N 80° 28' 14" W FOR A DISTANCE OF 49.65 FEET TO A POINT; THENCE, N 84° 11' 32" W FOR A DISTANCE OF 30.31 FEET TO A POINT; THENCE, N 08° 02' 23" E FOR A DISTANCE OF 10.01 FEET TO A POINT; THENCE, S 84° 11' 32" E FOR A DISTANCE OF 30.24 FEET TO A POINT; THENCE, S 80° 27' 10" E FOR A DISTANCE OF 49.72 FEET TO A POINT; THENCE S 08° 04' 21" W A DISTANCE OF 9.99 FEET TO THE POINT OF BEGINNING.
CONTAINING 799 SQUARE FEET OR 0.018 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON AUGUST 13, 2024.



PROPERTY LOCATION:
102 Washer Drive
La Vergne, TN (Rutherford County)



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN 37064
615.794.2275

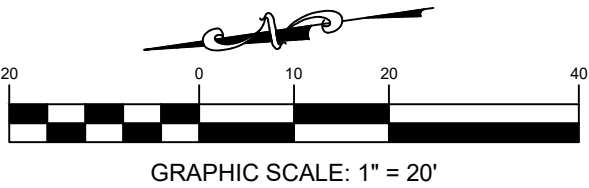


IF YOU DIG TENNESSEE...
CALL US FIRST!
1-800-351-1111
1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 9/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

LEGEND

- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER

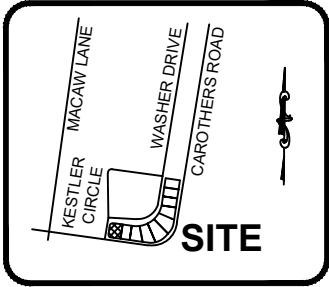


PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

GENERAL NOTES

- 1. THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

EXHIBIT LOT - 12



VICINITY MAP
NOT TO SCALE

CHRISTOPHER A. SPENCER
& CLISTHA RENE
TUCKER-SPENCER
MAP 029I GROUP A
PARCEL 002.00
P.B. 29 PG 89
D.B. 800 PG 1417

POB (TEMPORARY
CONSTRUCTION
EASEMENT)
N:600446.04
E:1789524.33

POB (PERMANENT
SLOPE EASEMENT)
N:600439.72
E:1789523.44

PROGRESS RESIDENTIAL
BORROWER 2 LLC
MAP 029I GROUP A
PARCEL 001.00
P.B. 29 PG 89
D. B.1630 PG 3376

TEMPORARY CONSTRUCTION
EASEMENT
0.024 ACRES
1052 SQ.FT

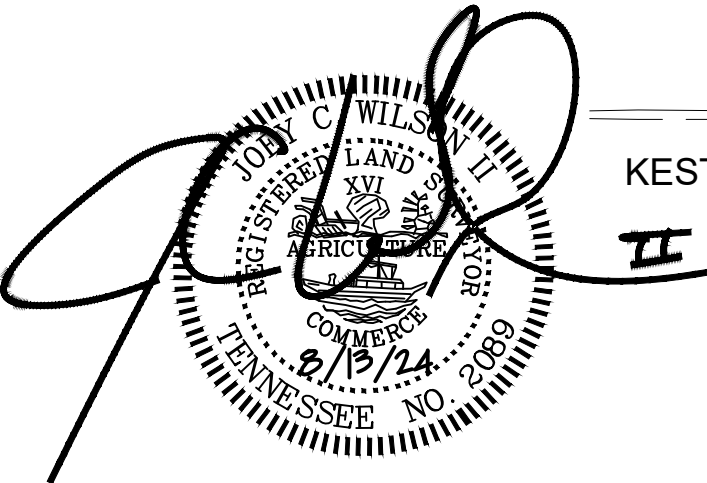
10' TEMPORARY
CONSTRUCTION
EASEMENT

PERMANENT SLOPE
EASEMENT
0.013 ACRES
545 SQ.FT

CAROTHERS ROAD

KESTREL CIRCLE

PROPERTY LOCATION:
100 Washer Drive
La Vergne, TN (Rutherford County)



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275

IF YOU DIG TENNESSEE...
CALL US FIRST!
1-800-351-1111
1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 8/13/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

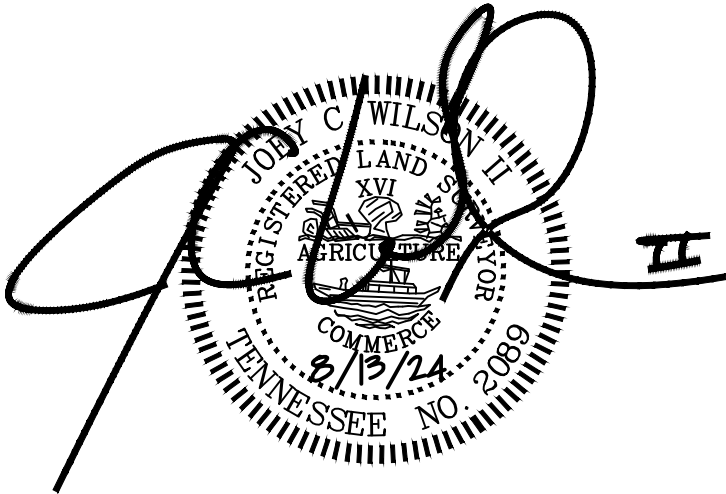
Parcel Line Table		
Line #	Length	Direction
L1	84.96'	N81°59'32"W
L2	81.07'	S82°00'58"E
L3	19.73'	S84°11'32"E
L4	6.38'	S8°02'23"W
L5	88.28'	S82°00'58"E
L6	19.93'	S84°11'32"E
L7	10.01'	S8°02'23"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	17.11'	25.00'	39° 12' 10"	N62° 31' 17"W	16.77'
C2	12.57'	25.00'	28° 48' 44"	N28° 30' 50"W	12.44'

PROPOSED DESCRIPTIONS:
LAND LYING ON THE NORTH SIDE OF CAROTHERS ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF CAROTHERS ROAD AND KESTREL CIRCLE, BEING PART OF THE LAND DEEDED TO PROGRESS RESIDENTIAL BY DEED BOOK 1630 PAGE 3376 & PLAT BOOK 29, PAGE 89, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERMANENT SLOPE EASEMENT DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600439.72; EAST 1789523.44; THENCE, N 81° 59' 32" W for A DISTANCE OF 84.96 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 39° 12' 10", HAVING A RADIUS OF 25.00 FEET, FOR A DISTANCE OF 17.11 FEET AND WHOSE LONG CHORD BEARS N 62° 31' 17" W FOR A DISTANCE OF 16.77 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, S 82° 00' 58" E FOR A DISTANCE OF 81.07 FEET TO A POINT; THENCE, S 84° 11' 32" E FOR A DISTANCE OF 19.73 FEET TO A POINT; THENCE S 08° 02' 23" W A DISTANCE OF 6.38 FEET TO THE POINT OF BEGINNING.
CONTAINING 545 SQUARE FEET OR 0.013 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON AUGUST 13, 2024.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:
BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600446.04; EAST 1789524.33; N 84° 11' 32" W FOR A DISTANCE OF 19.73 FEET TO A POINT; THENCE, N 82° 00' 58" W FOR A DISTANCE OF 81.07 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 28° 48' 44", HAVING A RADIUS OF 25.00 FEET, FOR A DISTANCE OF 12.57 FEET AND WHOSE LONG CHORD BEARS N 28° 30' 50" W FOR A DISTANCE OF 12.44 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, S 82° 00' 58" E FOR A DISTANCE OF 88.28 FEET TO A POINT; THENCE, S 84° 11' 32" E FOR A DISTANCE OF 19.93 FEET TO A POINT; THENCE S 08° 02' 23" W A DISTANCE OF 10.01 FEET TO THE POINT OF BEGINNING.
CONTAINING 1052 SQUARE FEET OR 0.024 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON AUGUST 13, 2024.



PROPERTY LOCATION:
100 Washer Drive
La Vergne, TN (Rutherford County)



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275

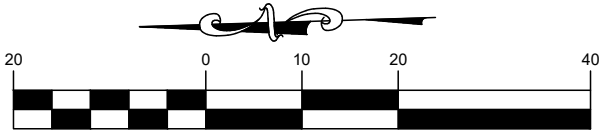


**IF YOU DIG TENNESSEE...
CALL US FIRST!**
1-800-351-1111
1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 8/13/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

LEGEND

- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER



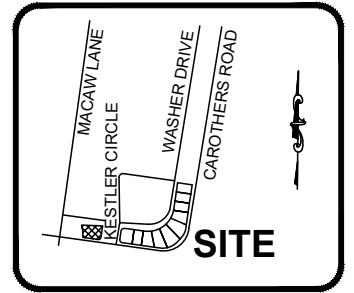
GRAPHIC SCALE: 1" = 20'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

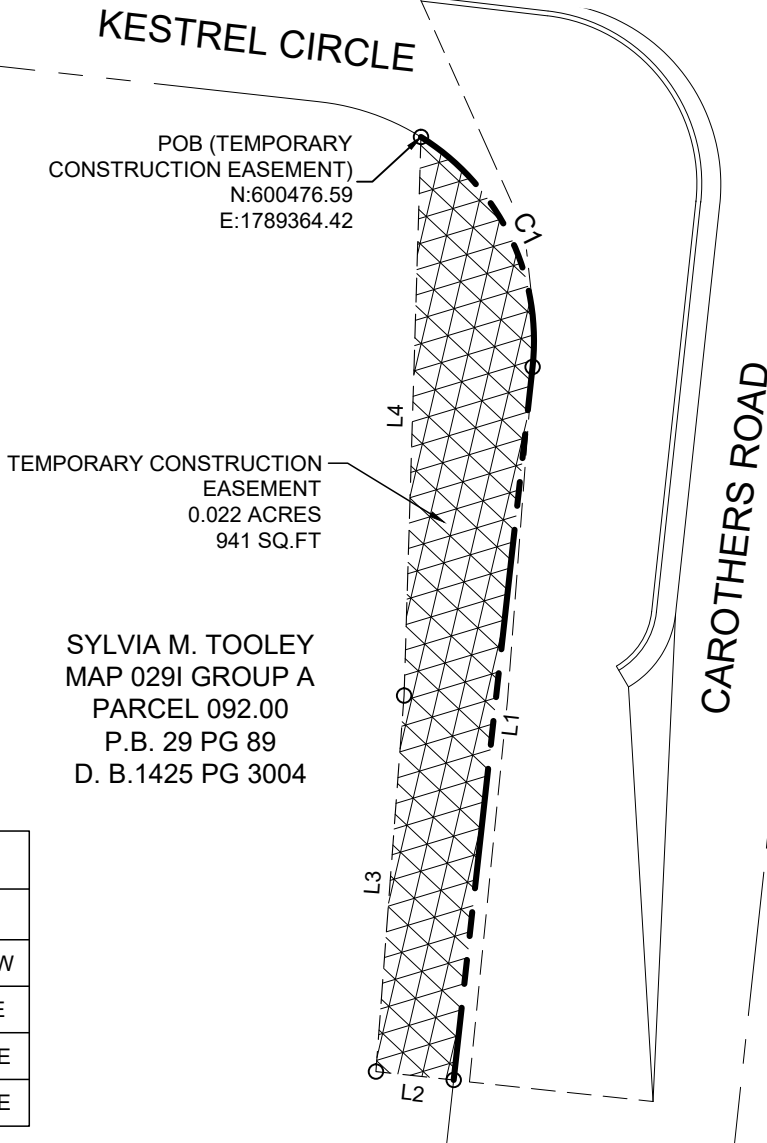
GENERAL NOTES

1. THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

EXHIBIT LOT - 13



VICINITY MAP
NOT TO SCALE



Parcel Line Table

Line #	Length	Direction
L1	74.58'	N81°54'27"W
L2	8.13'	N7°56'17"E
L3	39.20'	S83°56'20"E
L4	58.11'	S86°29'25"E

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	28.03'	25.00'	64° 13' 56"	S65° 53' 32"W	26.58'

PROPOSED DESCRIPTIONS:

LAND LYING ON THE NORTH SIDE OF CAROTHERS ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF CAROTHERS ROAD AND KESTREL CIRCLE, BEING PART OF THE LAND DEEDED TO SYLVIA M. TOOLEY BY DEED BOOK 1425 PAGE 3004 & PLAT BOOK 29, PAGE 89, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

BEGINNING AT A POINT WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600476.59; EAST 1789364.42; SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 64° 13' 56", HAVING A RADIUS OF 25.00 FEET FOR A DISTANCE OF 28.03 FEET AND WHOSE LONG CHORD BEARS S 65° 53' 32" W FOR A DISTANCE OF 26.58 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N 81° 54' 27" W FOR A DISTANCE OF 74.58 FEET TO A POINT; THENCE, N 07° 56' 17" E FOR A DISTANCE OF 8.13 FEET TO A POINT; THENCE, S 83° 56' 20" E FOR A DISTANCE OF 39.20 FEET TO A POINT; THENCE, S 86° 29' 25" E A DISTANCE OF 58.11 FEET TO THE FEET TO THE POINT OF BEGINNING.

CONTAINING 941 SQUARE FEET OR 0.022 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON AUGUST 10, 2024.

PROPERTY LOCATION:
101 KESTREL CIRCLE
La Vergne, TN (Rutherford County)



108 Beasley Drive
Franklin, TN
37064
615.794.2275

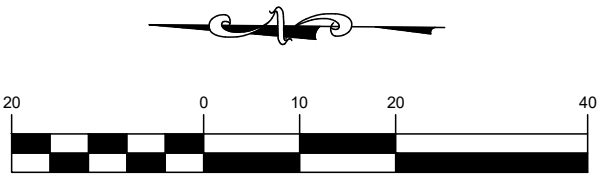


IF YOU DIG TENNESSEE...
CALL US FIRST!
1-800-351-1111
1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 8/10/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

LEGEND

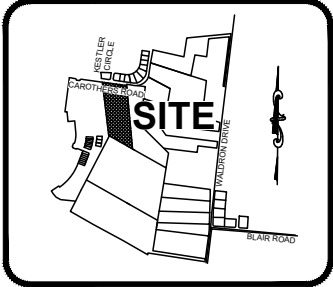
- PERMANENT SLOPE LINES
- TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER



GRAPHIC SCALE: 1" = 20'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

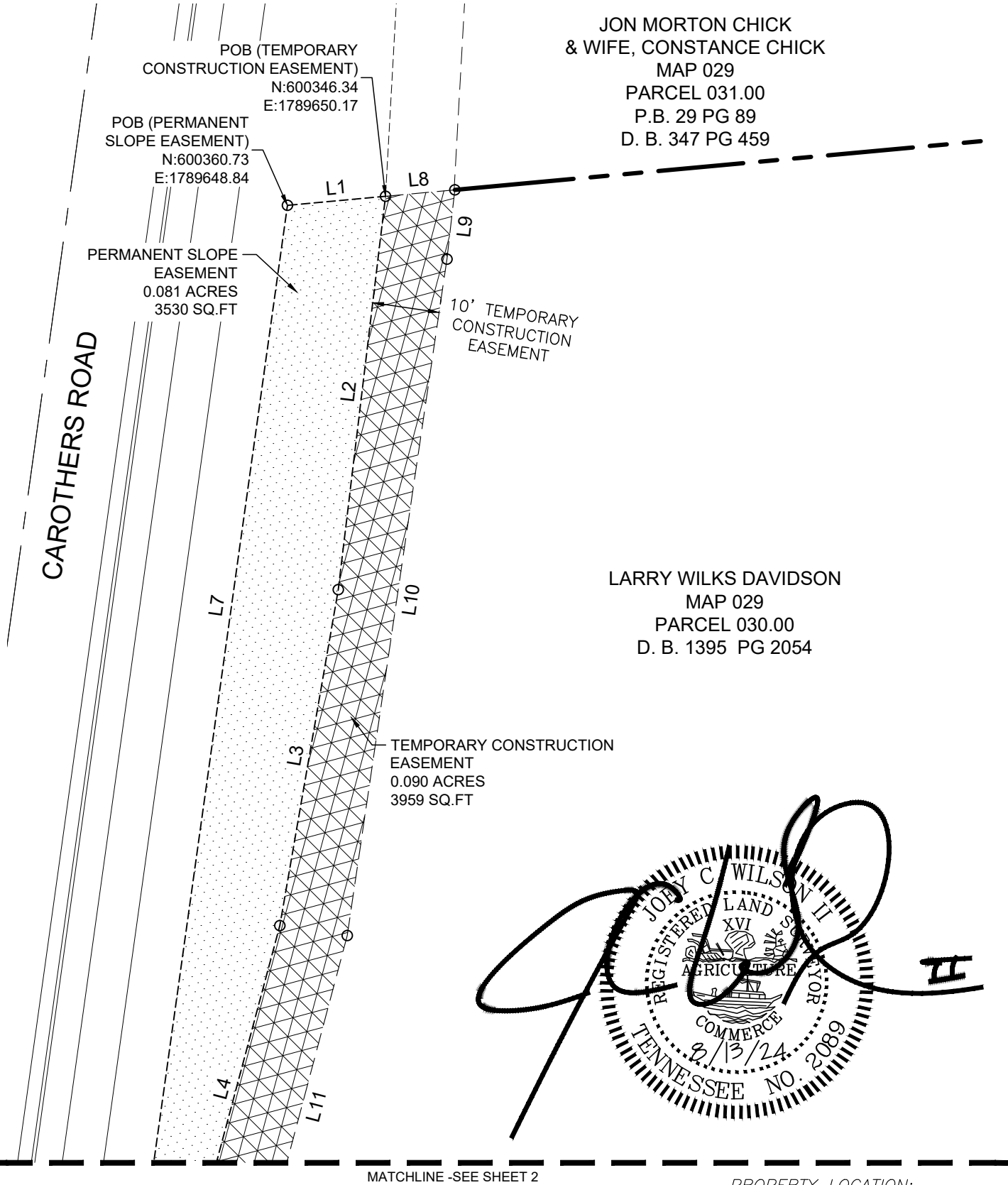
EXHIBIT LOT - 15



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

1. THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.



[Signature]

JOEY C. WILSON II
REGISTERED LAND SURVEYOR
AGRICULTURE
COMMERCE
TENNESSEE
2/13/24
NO. 2089

PROPERTY LOCATION:
1441 Carothers Road
Nolensville, TN (Rutherford County)

WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN 37064
615.794.2275

WA PROJECT NO. 21-1724

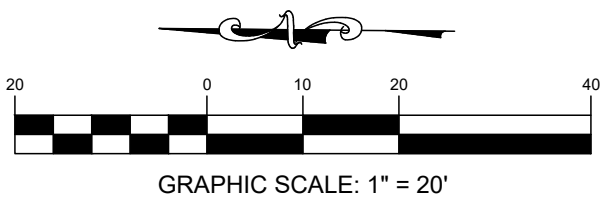
SHEET 1 OF 4

IF YOU DIG TENNESSEE...
CALL US FIRST!
1-800-351-1111
1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 9/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

LEGEND

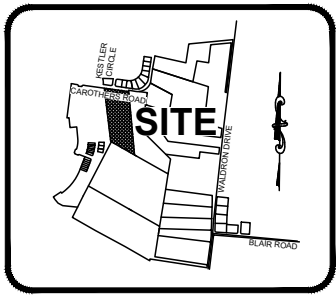
- PERMANENT SLOPE LINES
- TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER



GRAPHIC SCALE: 1" = 20'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

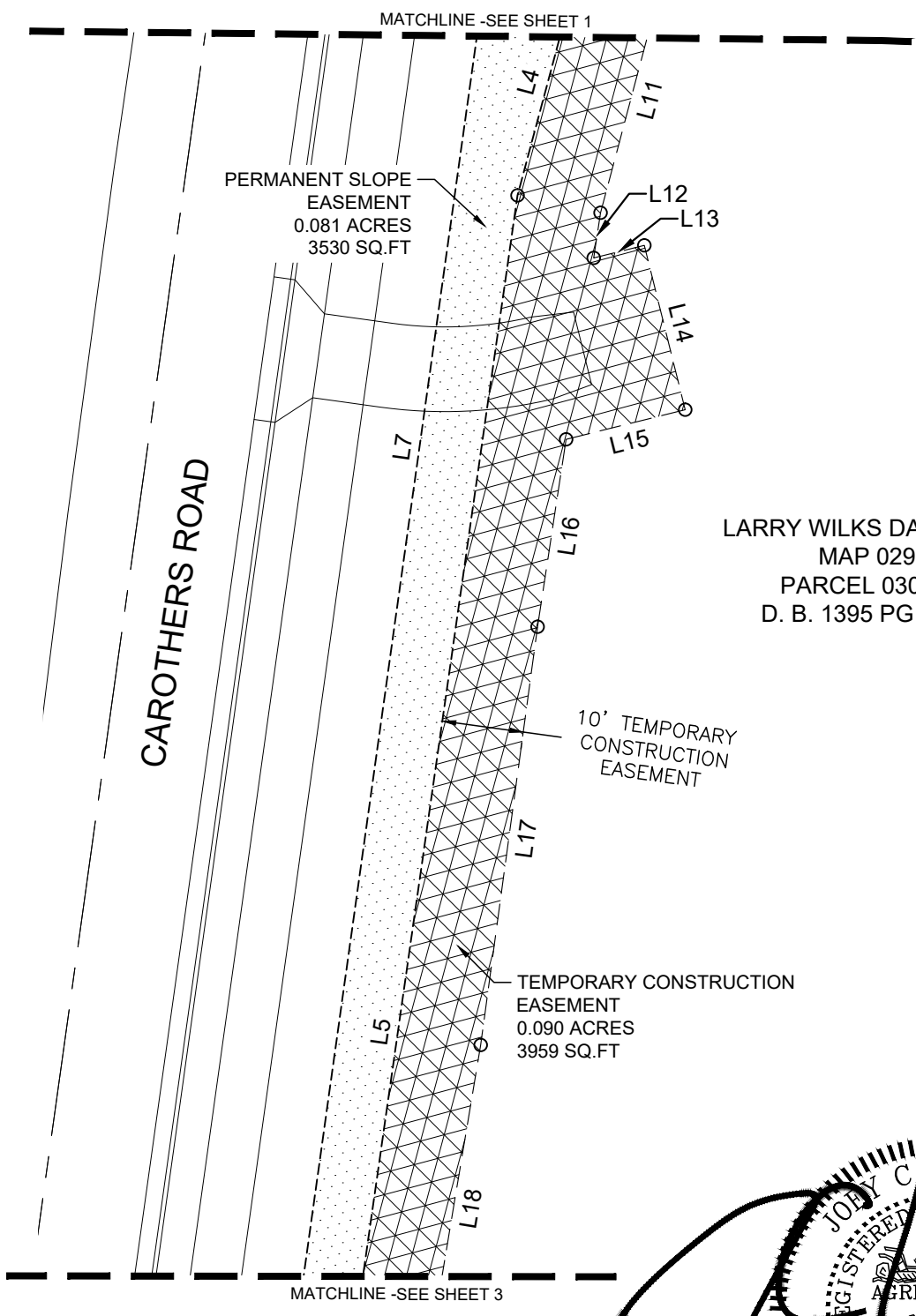
EXHIBIT LOT - 15



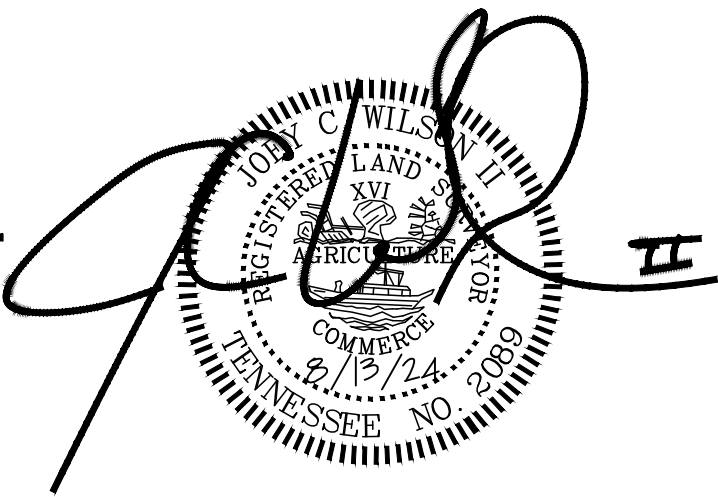
VICINITY MAP
NOT TO SCALE

GENERAL NOTES

1. THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.



LARRY WILKS DAVIDSON
MAP 029
PARCEL 030.00
D. B. 1395 PG 2054



PROPERTY LOCATION:
1441 Carothers Road
Nolensville, TN (Rutherford County)

WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN 37064
615.794.2275

IF YOU DIG TENNESSEE...
CALL US FIRST!
1-800-351-1111
1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 9/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

LEGEND

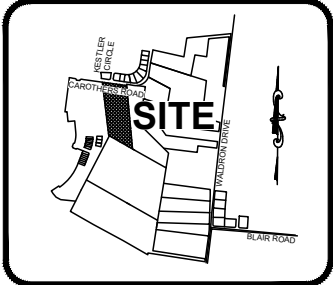
- PERMANENT SLOPE LINES
- - - - - TEMPORARY CONSTRUCTION LIMITS
- ROW
- EASEMENT CORNER



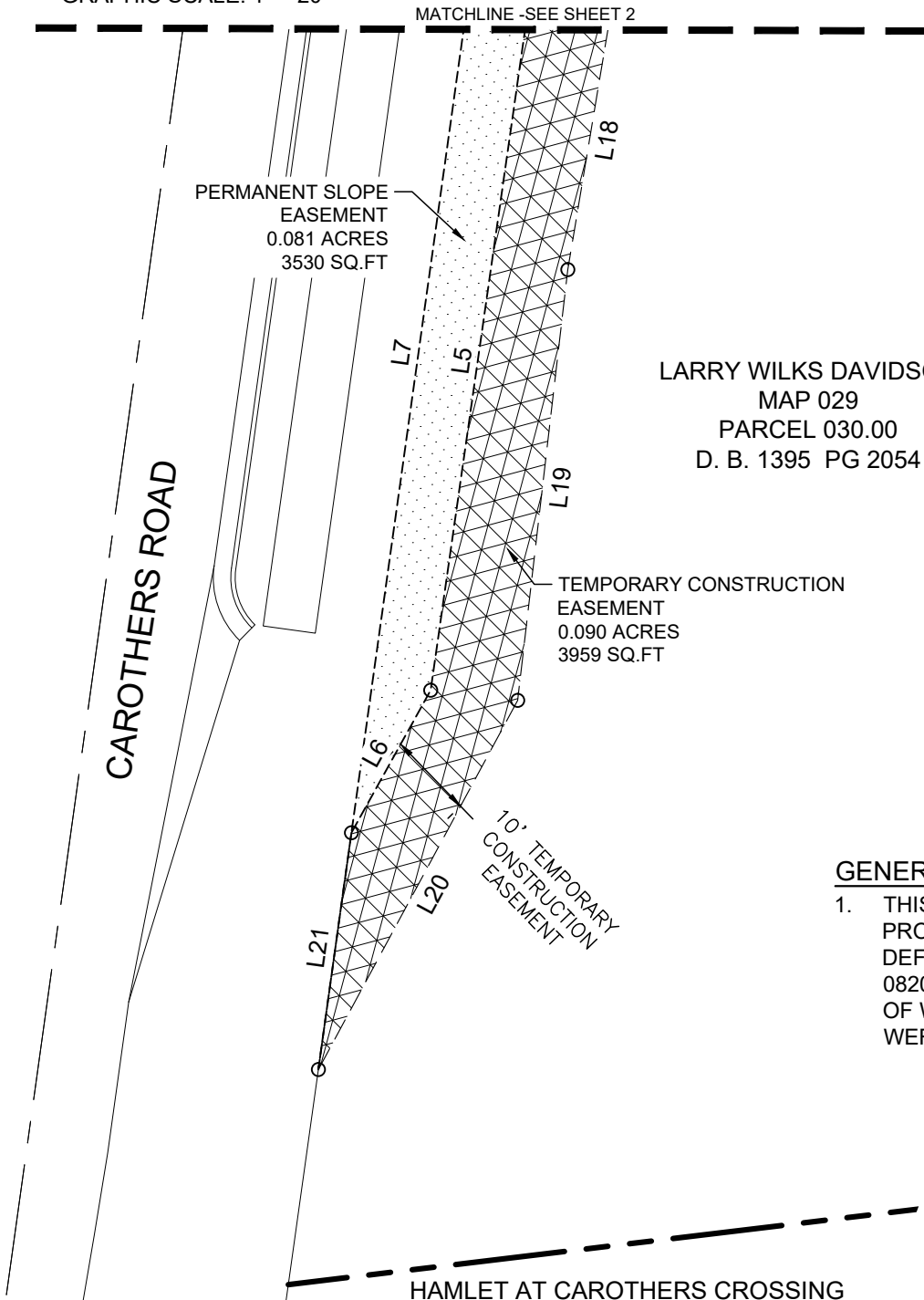
GRAPHIC SCALE: 1" = 20'

PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

EXHIBIT LOT - 15



VICINITY MAP
NOT TO SCALE



LARRY WILKS DAVIDSON
MAP 029
PARCEL 030.00
D. B. 1395 PG 2054

GENERAL NOTES

- 1. THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED RIGHT OF WAY AND EASEMENTS WERE PROVIDED BY OTHERS.

HAMLET AT CAROTHERS CROSSING
OWNER'S ASSOCIATION INC
MAP 029I GROUP B
PARCEL 001.01
P.B. 45 PG 18-20
D. B. 2337 PG 3977

[Handwritten signature]
JOEY C. WILSON II
REGISTERED LAND SURVEYOR
TENNESSEE NO. 2089
8/13/24

PROPERTY LOCATION:
1441 Carothers Road
Nolensville, TN (Rutherford County)

WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN 37064
615.794.2275

IF YOU DIG TENNESSEE...
CALL US FIRST!
1-800-351-1111
1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 9/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

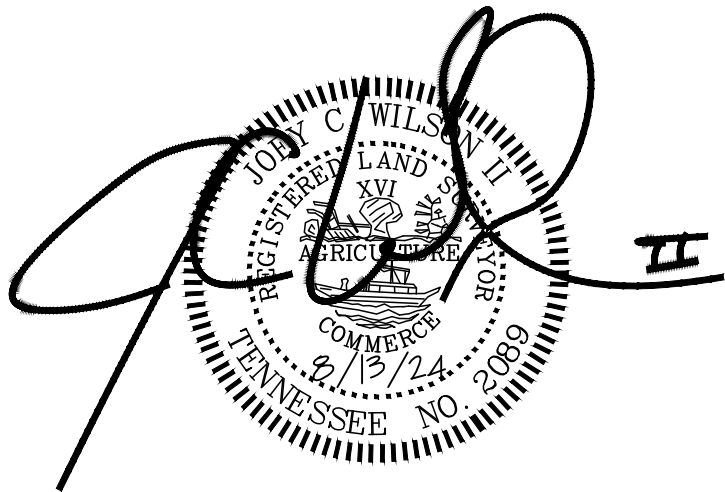
PREPARED FOR:
THE CITY OF LA VERGNE
5093 MURFREESBORO ROAD
LA VERGNE, TN 37086
615-793-6025

Parcel Line Table			Parcel Line Table		
Line #	Length	Direction	Line #	Length	Direction
L1	14.45'	S5°17'04"E	L12	5.40'	N81°21'05"W
L2	58.12'	S83°09'01"E	L13	6.16'	S13°57'23"E
L3	50.03'	S80°07'45"E	L14	20.00'	S76°02'37"W
L4	50.38'	S75°00'57"E	L15	14.49'	N13°57'23"W
L5	200.00'	S81°51'51"E	L16	22.39'	N81°21'05"W
L6	18.62'	S60°55'17"E	L17	49.84'	N82°15'29"W
L7	372.17'	S82°02'48"E	L18	50.32'	N80°30'33"W
L8	10.22'	S5°17'04"E	L19	49.52'	N83°21'33"W
L9	10.23'	N83°30'06"W	L20	47.90'	N61°37'52"W
L10	100.30'	N81°36'48"W	L21	27.29'	S82°02'48"E
L11	50.98'	N75°05'25"W			

PROPOSED DESCRIPTIONS:
LAND LYING ON THE SOUTH SIDE OF CAROTHERS ROAD, CITY OF LA VERGNE, TENNESSEE NEAR THE INTERSECTION OF CAROTHERS ROAD AND KESTREL CIRCLE, BEING PART OF THE LAND DEEDED TO LARRY WILKS DAVIDSON BY DEED BOOK 1395 PAGE 2054, REGISTER'S OFFICE OF CITY OF LA VERGNE, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERMANENT SLOPE EASEMENT DESCRIPTION:
BEING THE NORTHEAST CORNER OF SUBJECT PARCEL AND WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600360.73; EAST 1789648.84; THENCE, S 05° 17' 04" E FOR A DISTANCE OF 14.45 FEET TO A POINT; THENCE, N 83° 09' 01" W FOR A DISTANCE OF 58.12 FEET TO A POINT; THENCE, N 80° 07' 45" W FOR A DISTANCE OF 50.03 FEET TO A POINT; THENCE, N 75° 00' 57" W FOR A DISTANCE OF 50.38 FEET TO A POINT; THENCE, N 81° 51' 51" W FOR A DISTANCE OF 200.00 FEET TO A POINT; THENCE, N 60° 55' 17" W FOR A DISTANCE OF 18.62 FEET TO A POINT ON A LINE; THENCE S 82° 02' 48" E A DISTANCE OF 372.17 FEET TO THE POINT OF BEGINNING.
CONTAINING 3530 SQUARE FEET OR 0.081 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON AUGUST 13, 2024.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:
BEING THE NORTHEAST CORNER OF SUBJECT PARCEL AND WITH A TENNESSEE STATE PLANE COORDINATE OF NORTH 600346.34; EAST 1789650.17; THENCE, S 05° 17' 04" E FOR A DISTANCE OF 10.22 FEET TO A POINT; THENCE, N 83° 30' 06" W FOR A DISTANCE OF 10.23 FEET TO A POINT; THENCE, N 81° 36' 48" W FOR A DISTANCE OF 100.30 FEET TO A POINT; THENCE, N 75° 05' 25" W FOR A DISTANCE OF 50.98 FEET TO A POINT; THENCE, N 81° 21' 05" W FOR A DISTANCE OF 5.40 FEET TO A POINT; THENCE, S 13° 57' 23" E FOR A DISTANCE OF 6.16 FEET TO A POINT; THENCE, S 76° 02' 37" W FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE, N 13° 57' 23" W FOR A DISTANCE OF 14.49 FEET TO A POINT; THENCE, N 81° 21' 05" W FOR A DISTANCE OF 22.39 FEET TO A POINT; THENCE, N 82° 15' 29" W FOR A DISTANCE OF 49.84 FEET TO A POINT; THENCE, N 80° 30' 33" W FOR A DISTANCE OF 50.32 FEET TO A POINT; THENCE, N 83° 21' 33" W FOR A DISTANCE OF 49.52 FEET TO A POINT; THENCE, N 61° 37' 52" W FOR A DISTANCE OF 47.90 FEET TO A POINT; THENCE, S 82° 02' 48" E FOR A DISTANCE OF 27.29 FEET TO A POINT; THENCE, S 60° 55' 17" E FOR A DISTANCE OF 18.62 FEET TO A POINT; THENCE, S 81° 51' 51" E FOR A DISTANCE OF 200.00 FEET TO A POINT; THENCE, S 75° 00' 57" E FOR A DISTANCE OF 50.38 FEET TO A POINT; THENCE, S 80° 07' 45" E FOR A DISTANCE OF 50.03 FEET TO A POINT; THENCE S 83° 09' 01" E A DISTANCE OF 58.12 FEET TO THE POINT OF BEGINNING.
CONTAINING 3959 SQUARE FEET OR 0.090 ACRE, MORE OR LESS. BASED ON A SURVEY BY WILSON & ASSOCIATES, P.C. ON AUGUST 13, 2024.



PROPERTY LOCATION:
1441 Carothers Road
Nolensville, TN (Rutherford County)



WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

108 Beasley Drive
Franklin, TN
37064
615.794.2275

WA PROJECT NO. 21-1724

SHEET 4 OF 4



IF YOU DIG TENNESSEE...
CALL US FIRST!
1-800-351-1111
1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

Date: 9/16/2024
Scale: 1" = 20'
Drawn: AS
Job No.: 21-1724

Exhibit 2

City of La Vergne Tennessee Professional Services Agreement

Section 1 - Scope

1.01 Overview

- A. Consultant shall provide, either through own or contracted forces, the scope of services defined in Exhibit "A" of this agreement related to the project described as **“Consulting Services for Right-of-Way Acquisition Services for the Blair Road Extension from Carothers Road to Waldron Road”**.

Section 2 - Compensation

2.01 Not to Exceed

- A. The total contract amount shall not exceed \$320,000.

2.02- Basis of Compensation

- A. Consultant shall be compensated for work performed on a lump sum fee basis per task, as shown in consultant's fee schedule, attached to this document as exhibit "B".
- B. Consultant shall be compensated for material expenses such as printing, travel, etc. as shown in the consultant's fee schedule, attached to this document as exhibit "B".
- C. Despite referencing the fee schedule no payment beyond the amount shown in Section 2.01.A will be authorized without an approved change order from the City.
- D. Consultant is responsible for all compensation to sub-contracted firms and individuals, according to the scope of services and fee schedules shown in exhibits "A" and "B" respectively.

2.03- Change Orders

- A. The not to exceed price may only be modified by a change order approved by the City.
- B. Change orders will only be considered after notification by the contractor that an increase in the cost ceiling will be required in such cases where the scope changes due to request by the city, project conditions, or significant variation from the needed services is encountered.
- C. Change order pricing will be calculated at the rates shown in Exhibit "B" fee schedule.
- D. Change orders will be negotiated by City staff and the Consultant to provide an equitable resolution consistent with the project intent.

- E. The City is not obligated to accept change orders and services provided outside the scope of the Contract and previously approved change orders will be done at risk to the Consultant.

Section 3 - Schedule

3.01- Schedule

- A. Consultant shall provide to the City a schedule of the services to be performed hereto attached as Exhibit "C"
- B. The Contract duration is for 300 calendar days
- C. Contract duration shall begin on the date that notice to proceed is issued by the City to the consultant
- D. The Contract duration and schedule may be modified by mutual agreement by both the City and Consultant if there no change in the contract amount. Agreement is to be documented with a change order signed by the City's project manager and an authorized employee of the Consultant.
- E. If the Contract duration and schedule change results in a change in the contract amount, Consultant must seek a change order pursuant to section 2.03.

3.02 - Notice to Proceed

- A. A Notice to Proceed will be issued by the City project manager after the contract is executed by both the City and the Consultant
- B. Services provided prior to the notice to proceed will be done at risk to the Consultant

Section 4 - Payment

4.01 - Invoices

- A. Consultant shall prepare and submit invoices to the City project manager on a monthly basis beginning on the first full calendar month after notice to proceed is issued, a copy will also be sent to the City finance department as well.
- C. Invoices will include the following:
 - 1. Project Name
 - 2. Name, address, contact number, and email for consultant
 - 3. Not to exceed amount, adjusted for change orders
 - 4. Cumulative paid
 - 5. Current Billing
 - 6. Percent complete per task as described in exhibit "B"
 - 7. Invoice date
 - 8. Signature block for Consultant project manager
 - 9. Signature block for City project manager
 - 10. One page work summary narrative that outlines progress, project needs, deliverables, schedule updates, and other relevant information

4.03- Payment

- A. City will pay approved invoices within thirty (30) days of receipt
- B. Invoices more than 30 days past due may have finance fee of 1% applied, fee must be included on new invoice documenting past due status, and fee will not count against the not to exceed amount shown in 2.01.A.
- C. Payment for services/materials rendered does not constitute complete acceptance of work performed, only acknowledgement that work was performed on the City's behalf
- D. If City fails to pay within sixty (60) days of invoice receipt the Consultant may suspend services until past due balances are paid
- E. Payment will not be subject to discount unless approved by both the City and the Consultant

4.04 Disputed Invoices

- A. If for any reason the City disputes an invoice, the City will notify the Consultant within fourteen (14) calendar days by email or letter stating the disputed items and amounts
- B. The City will pay non-disputed invoiced amounts in accordance with section 4.03

Section 5 - Consultants Responsibilities

5.01- Standard of Care

- A. Consultant will provide services in accordance with established precedent, procedure, and professional judgment in accordance with the standard of care and skill exercised by their profession
- B. Consultant will act in a professional manner while undertaking work upon the city's behalf
- C. Consultant will communicate frankly and honestly with City staff and elected officials
- D. Consultant will not hold the City responsible for the technical accuracy of Consultant deliverable, Consultant will correct deficiencies in technical accuracy without additional compensation

5.02- Work by Others

- A. Consultant will hold all sub-consultants, contractors, and manufacturers to the same standard to which they are held, and will be accountable for their conduct and deliverables

- B. Consultant may rely upon the services performed by others as ordinarily or customarily furnished, however this will not relieve the consultant of their responsibilities regarding technical accuracy and professional conduct

5.03- Compliance

- A. Consultant will comply with applicable local, state, and federal laws in regards to the performance of this Agreement
- B. Consultant will comply with any and all policies, procedures, and instructions from the City that are applicable to the consultants performance under this agreement to the extent that compliance does not violate the standard of care, any local, state, or federal law, and the standards of professional practice

Section 6- City's Responsibilities

6.01-Project Manager

- A. City will provide a project manager whom will act as the City's representative in regards to the Agreement. The project manager for this project will be the City Engineer.
- B. The City project manager will assist in scheduling required meetings with staff and elected officials
- C. The City project manager will review invoices, project submittals, and provide timely feedback
- D. The City project manager will work with the Consultant to arrange access necessary for the advancement of work, such as site visits, city databases, and records to which the city has existing arrangements to utilize

6.02- Information

- A. City will furnish any reasonably available information regarding the services provided in a timely manner when requested by the Consultant
- B. City will provide any policies, procedures, design requirements, or instructions necessary for the work in a timely manner

6.03- Compliance

- A. City will comply with applicable local, state, and federal laws and regulations

Section 7- Work Products

7.01- Deliverables

- A. Any study, report, plan, specification, design, map, or other project deliverable both in hard copy and digital formats shall be the property of the City
- B. The City may share as necessary any project deliverable as required by the Freedom of Information Act if requested through proper channels

- C. Consultant may re-use, duplicate, modify, or share work products upon completion unless the sharing of work products presents a security or safety hazard to the City

Section 8- Insurance

8.01- Requirements

- A. Consultant will maintain insurance coverage with the following minimum limits
 1. Commercial General Liability with standard ISO coverage, two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence
 2. Automobile Liability Insurance with standard ISO coverage and combined single limits of one million dollars (\$1,000,000)
 3. Worker's Compensation Insurance with limits as required by statute and Employer's Liability insurance with limits of five hundred thousand dollars (\$500,000) per employee for bodily injury by accident, five hundred thousand dollars (\$500,000) per employee for bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit for disease
 4. Professional Liability Insurance covering consultants negligent acts, errors, or omissions in performance of professional services with available limits of two million dollars (\$2,000,000) per claim and annual aggregate

8.02- Proof of Coverage

- A. Consultant will provide certificate(s) of insurance attached to this Agreement as exhibit "D" showing policy limits as described in 8.01.A of this Agreement

8.03- Coverage of the City

- A. Consultant will have the City endorsed as an additional insured party to the Consultants commercial general liability policy, which shall be primary and noncontributory

Section 9- Indemnification

9.01- Consultant Obligation

- A. Consultant will, to the fullest extent permitted by law, indemnify and hold harmless the City, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by Consultants negligent act, error, or omission in their performance of professional services and the scope included in exhibit "A" of this agreement

Section 10- Termination and Suspension

10.01- Suspension

- A. The city may suspend the work specified in this Agreement for up to ninety (90) days upon providing 14 calendar day notice to the Consultant
- B. The Consultant may suspend work if the City fails to pay for invoiced services pursuant to section 4.03.D of this agreement

10.02- Termination for Cause

- A. Either the City or the Consultant may terminate the Agreement for cause with thirty (30) days written notice in the event of substantial failure by either party to perform in accordance with the terms of the Agreement through no fault of the terminating party
- B. The City may terminate the Agreement for cause with seven (7) days notice in the event that the Consultant has performed an illegal, unethical, or negligent act that significantly impacts the ability of the City and Consultant to continue work together in good faith

10.03- Termination for convenience

- A. The City may unilaterally terminate the Agreement with or without cause with thirty (30) days notice

10.04- Payment following termination

- A. Necessary work to demobilize, consolidate, summarize, or deliver project deliverables following termination may be invoiced to the City
- B. All work previously completed in accordance with the scope shown in exhibit "A" or under an approved change order may be invoiced and will be paid pursuant to section 4.03
- C. The final invoice following termination, hereinafter referred to as the "termination invoice" shall be provided no later than forty five (45) days following receipt of the termination notice by either party
- D. The termination invoice shall follow the rate schedule shown in exhibit "B"

Section 11- Controlling Law and Dispute Resolution

11.01- Remedies. In the event of any breach of this Agreement, the parties shall have all rights and remedies available under applicable law, whether at law or in equity, including without limitation the right to seek specific performance of the obligations under this Agreement, and the right to seek monetary damages. No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

11.02- Governing Law, Jurisdiction and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Tennessee, excluding its conflict of law principles. Any legal action or proceeding with respect to this Agreement shall be brought in either the Circuit or Chancery Court of Tennessee for Rutherford County at Murfreesboro and, by execution of this Agreement, each party irrevocably submits to and accepts the jurisdiction of these courts in any legal action or proceedings. Each party also irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any

legal action or proceedings brought in any such court and any claim that any action or proceeding brought in such a court has been brought in an inconvenient forum.

Section 12- Assignment, Bind Effect, Severability

12.01- Assignment

- A. Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent

12.01- Binding Effect

- A. City and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of both parties are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assignees) of such other party, in respect of all covenants, agreements, and obligations of this Agreement

12.02- Severability

- A. If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this agreement shall remain in full force and effect to the greatest extent possible and all remaining sections or provisions construed so that they are as consistent with both parties' intents as possible

Section 13- Force Majeure

14.01- Force Majeure

- A. Either party of this agreement shall be excused from any delays and/or failures in performance to the terms of this Agreement that arise from events beyond the reasonable control of either party, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, Unforeseen Governmental Action, Terrorism. Affected party will attempt to remedy to the extent possible said failures or delays and recommence under the terms of this agreement within a reasonable time of such remedy.

Section 14- Entire Agreement and Amendment

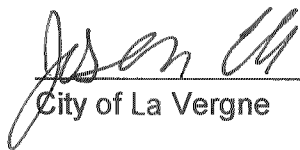
15.01- Entire Agreement

- A. This Agreement and the exhibits named herein represent the entire agreement between the City and the Consultant and supersede all prior negotiations, understandings, or agreements

15.02- Amendment

- A. Any amendment to this Agreement must be made in writing and signed by all parties prior to the performance of any terms or conditions contained in said amendment

The undersigned have duly executed and delivered this Agreement, and hereby declare that they have read, understand, and agree to each and every term, condition and covenant contained in this agreement and in any document incorporated by reference.



City of La Vergne

By: Jason Cole
Mayor



Croft and Associates LLC

By: Dianna Khosa
Owner / President

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services includes but is not limited to:

- Meeting between the City and the Consultant.
 - Initial development of subject files to include the subject's title data and any pertinent data found in public records.
 - Include in each subject file any pertinent maps of the subdivision, subject and/or area, and subject pictures.
 - The provided easement drawings and legal description will be reviewed for errors, and returned for corrections, if any. These items will be included in the subject file.
 - Title opinion letter (30 year search), acquisition documents, and closing for *twenty-six (26) tracts.
 - All acquisition documents will be created and presented to the City for approval.
 - Market study with Nominal Payment Parcel (NPP) consideration and/or appraisals for *twenty-six (26) tracts.
 - Quality Check (QC) of all appraisals, title opinion letters, and documents.
 - Meeting with the City to review the market study and approve suggested valuation and approach (NPP or appraisal) of each tract. Spreadsheet will be provided with details.
 - Development of an acquisition process between the City and the Consultant.
 - Notifications, acquisition, and file package deliverables of *twenty-six (26) tracts.
 - Review of City's procedures for condemnation process.
 - Presentation of closing packet to be delivered to the City.
 - Final project close-out with the City.
- * Tracts identified on provided plans and exhibits from the City. Any additional tracts will require a change of scope.

EXHIBIT B

FEE SCHEDULE

An invoice will be provided for work performed on a deliverable basis.

The first invoice will be presented approximately 30 to 45 days after the signature and approval of the Professional Services Agreement (PSA) and Notice to Proceed. Each invoice thereafter will be presented monthly in accordance with Section 4 – Payment of the PSA.

The invoice will include fees for work completed as follows in accordance with Exhibit C and Section 3 – Schedule of the PSA.

Fees listed below are based on the twenty-six (26) tracts requiring acquisitions shown on the ROW Acquisition Table provided.

Only work completed will be billed*.

1. Consultations and procedure reviews	\$ 10,000.00
2. Market Study	\$ 6,000.00
3. Appraisals**	\$ 76,000.00
a. Nineteen (19) tracts at \$4,000 each	
4. Appraisals - Complex**	\$ 35,000.00
a. Seven (7) tracts at \$5,000 each	
5. Quality Check (QC) of Appraisals	\$ 13,000.00
6. Title and Closing Services	\$ 39,000.00
7. Notifications, Acquisition and file package deliverable	\$130,000.00
a. Twenty-Six (26) tracts at \$5,000 each	

Total	\$309,000.00
--------------	---------------------

*Total NOT TO EXCEED	\$320,000.00
-----------------------------	---------------------

*Acquisition fees for tracts pulled off of will be invoiced partial for file preparation and in full if the tract has been distributed to land agent.

**Appraisal rates are based on the following assumptions: Market Study, 7 complex appraisals, and 19 non-complex appraisals. Appraisals will be billed based on the complexity of each tract as determined at the time of the on-site inspection.

Should the assumed quantities change, the City will be billed based on the actual appraisals provided, which may require a change order if complex appraisals exceed seven (7).

NPP's are included in the Market Study rate. Should NPP's be determined and approved by the City, billing will be reduced accordingly.

Additional fees may apply should eminent domain be utilized and trial preparations be necessary. Fees will be calculated on a case-by-case basis.

EXHIBIT C

TIME SCHEDULE

Deliverable	Estimated Duration from NTP
Appraisals	100 +/- days
QC Appraisal and Submit for Approval (Submitted as completed in batches)	30 +/- days
Consultation, Procedure Development, Title and File Preparation*	45 +/- days
Acquisition (Begins immediately after Appraisals or NPP is approved by the City)	170 +/- days
Closing and Recording of Easement	30 +/- days

*Work performed simultaneous to other deliverables.

The above time frames are subject to: inclement weather; obtaining all approved, requested, and/or corrected documents in a timely manner; maintaining a good line of communication between the City and Consultant for incidentals.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/04/2023

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

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

PRODUCER USI Insurance Services LLC 2502 N Rocky Point Dr. Suite 400 Tampa, FL 33607 855 874-1270	CONTACT NAME: Select Commercial PHONE (A/C, No, Ext): 855 874-0777 FAX (A/C, No): E-MAIL ADDRESS: selectcommercial@usi.com																					
INSURED Croft and Associates LLC 4711 Trousdale Dr, Ste 121 Nashville, TN 37220	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A :</td><td>Sentinel Insurance Company Ltd.</td><td>11000</td></tr> <tr> <td>INSURER B :</td><td>Hartford Accident and Indemnity Co</td><td>22357</td></tr> <tr> <td>INSURER C :</td><td>Underwriters at Lloyd's London</td><td>L0032</td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Sentinel Insurance Company Ltd.	11000	INSURER B :	Hartford Accident and Indemnity Co	22357	INSURER C :	Underwriters at Lloyd's London	L0032	INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A :	Sentinel Insurance Company Ltd.	11000																				
INSURER B :	Hartford Accident and Indemnity Co	22357																				
INSURER C :	Underwriters at Lloyd's London	L0032																				
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		20SBABB1189	12/29/2022	12/29/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒			20SBABB1189	12/29/2022	12/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$10,000			20SBABB1189	12/29/2022	12/29/2023	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WECAZ4AFF	07/30/2023	12/29/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Professional Liab			CSIB0028900	01/16/2023	01/16/2024	\$2,000,000 Occurrence \$2,000,000 Aggregate

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

Certificate Holder is considered an additional insured regarding the general liability per written contract with the insured.

CERTIFICATE HOLDER

CANCELLATION

City of La Vergne 5093 Murfreesboro Road La Vergne, TN 37086	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

SETTLEMENT AGREEMENT AND GENERAL RELEASE

Plaintiff Dakota Cochran (hereafter “**PLAINTIFF**”) and Defendant City of La Vergne, Tennessee (hereafter the “**CITY**”), hereby enter into the following final and binding settlement agreement (hereinafter “**AGREEMENT**”):

1. **PLAINTIFF** and the **CITY** (hereafter the “**PARTIES**”) agree and understand that **PLAINTIFF** has filed a lawsuit in the United States District Court for the Middle District of Tennessee, Nashville Division, docketed as *Dakota Cochran v. City of La Vergne*, Case No. 3:23-cv-428, against the **CITY**.

2. **PLAINTIFF** and the **CITY** agree and understand that they are entering into the following final and binding agreement to resolve **PLAINTIFF**’s aforementioned lawsuit, all claims therein, and all differences between the parties, to avoid the time and expense of litigation and buy their peace. The **PARTIES** agree and understand that the **CITY** has denied and expressly deny that it or any of the **CITY**’s employees has engaged in any unlawful action or wrongdoing and denies that **PLAINTIFF** is entitled to any relief whatsoever under federal, state or local law. Under no circumstances shall this Agreement be construed as an admission of liability by the **CITY** under any federal, state or local law.

3. In consideration of the promises made herein and of the mutual benefits and obligations set forth in this **AGREEMENT**, the **PARTIES** agree as follows:

a. The **CITY**, through its insurance carrier **PUBLIC ENTITY PARTNERS**, will pay **PLAINTIFF** the total sum of One Hundred Thousand Dollars and 00/100 (\$100,000.00). This sum shall be inclusive of all costs, expenses and attorney fees. The parties agree this sum will be paid according to the following:

i. One check from the **CITY** made payable to Dakota Cochran in the amount of Ten Thousand Dollars and 00/100 (\$10,000.00) less applicable withholdings, representing wages for which a W-2 will be issued to him;

ii. One check from **PUBLIC ENTITY PARTNERS** made payable to Dakota Cochran in the amount of Forty Thousand, One Hundred Forty-Nine Dollars and 36/100 (\$40,149.36) representing compensatory damages in the form of physical manifestations of personal injuries experienced by Mr. Cochran for which a Form 1099 will be issued to him;

iii. One check from **PUBLIC ENTITY PARTNERS** made payable to HMC Civil Rights Law, PLLC in the amount of Forty-Nine Thousand, Eight Hundred Fifty Dollars and 64/100 (\$49,850.64) representing Plaintiff’s attorney’s fees for which a Form 1099 will be issued to it.

iv. All checks will be mailed with tracking to HMC Civil Rights Law, PLLC at 7000 Executive Center Drive, Suite 320, Brentwood, Tennessee 37027.

No other sum or monetary compensation shall be due to **PLAINTIFF** from the **CITY** as a result of any of the allegations, act or omissions alleged in any of the claims related directly or indirectly to this matter. **PUBLIC ENTITY PARTNERS** shall not make any withholdings of taxes from the settlement amount paid by it. In the event this **AGREEMENT** is challenged by the Internal Revenue Service or any other taxing authority **PLAINTIFF** agrees that any tax consequences as a result of the payment to him are solely his responsibility and further agrees to be liable for, indemnify and hold harmless **PUBLIC ENTITY PARTNERS** for any federal, state and local tax liability arising out of these payments for which he may be legally responsible. **PUBLIC ENTITY PARTNERS** is required to meet any Internal Revenue Service/Federal 1099 reporting requirements for both **PLAINTIFF** and HMC Civil Rights Law, PLLC.

b. The **CITY**, through its insurance carrier, **PUBLIC ENTITY PARTNERS**, shall pay the mediator's fees incurred by the **PARTIES** at mediation with Chris McCarty of Lewis Thomason, P.C.

c. **PLAINTIFF** further agrees he shall not accept, apply for, or otherwise seek any future employment with the **CITY**.

4. In further consideration of the promises made herein by the **CITY**, **PLAINTIFF**, for himself and for his heirs, executors, administrators, successors and assigns, agrees to and does hereby acquit, remise, fully release, and forever discharge and covenant not to sue the **CITY** its, successors and assigns, and the **CITY's** respective officers, employees, agents, and representatives, former officers, employees, agents and representatives, attorneys, insurers, affiliated entities or any other entities together with any and all persons, firms, corporations, affiliates and subsidiaries, who are or may be liable for any and all **CLAIMS** (which term includes, but is not limited to, actions and causes of action, suits, charges, actions, debts, sums of money, controversies, agreements, promises, damages, costs, losses, expenses, judgments and any demands whatsoever, at law or in equity, of whatever kind and nature, whether based upon alleged violation of state or federal law, or before any federal, state or local administrative agency, whether known or unknown, whether contingent or certain), which have accrued or has otherwise accrued up to and through the date of execution of this Full and Final General Release. **PLAINTIFF** understands this is a full, complete and general release.

5. **PLAINTIFF** agrees to keep this Agreement, its terms, and the settlement embodied herein strictly confidential to the extent allowed by law. If asked about the status of the case or its settlement, **PLAINTIFF** shall simply respond that "The matter has been resolved." **PLAINTIFF** may also discuss or disclose the terms of this settlement to any tax advisor, attorney, his spouse, or consultant as needed.

6. **PLAINTIFF** expressly agrees that the relief referenced in Paragraph 3 of this **AGREEMENT** shall be provided only if **PLAINTIFF** signs and executes this **AGREEMENT** and delivers this **AGREEMENT** via electronic copy to the **CITY's** attorney, A. Ryan Simmons, at Farrar Bates Berexa. The **PARTIES** understand and agree that upon **PLAINTIFF** signing and executing this **AGREEMENT**, the **CITY's** attorney will, upon receipt of the executed settlement agreement, send the settlement check to **PLAINTIFF's** counsel.

7. Within seven (7) days of the receipt of the settlement funds, **PLAINTIFF** shall file or approve for filing a Stipulation of Voluntary Dismissal with Prejudice as to the **CITY**, specifically including all causes of action that arise out of or could have arisen out of the legal action.

8. The **PARTIES** agree that they will bear their own costs, attorney fees, disbursements, and expenses of any kind incurred in prosecuting the above-referenced lawsuit, including the costs of filings with any administrative or governmental agency.

9. The **PARTIES** declare, represent and warrant that no promise, inducement or agreement that is not contained in this written **AGREEMENT** has been made to them and that this **AGREEMENT** contains the entire agreement between the **PARTIES** and the terms of this **AGREEMENT** are contractual and not a mere recital.

10. The **PARTIES** agree that the provisions of this **AGREEMENT** are both reasonable and enforceable. In the unlikely event that any part or provision of this **AGREEMENT** is deemed by a court of competent jurisdiction to be unlawful or void or voidable for any reason, the court shall limit the application of any such part or provision, or modify such part or provision, and proceed to enforce those terms as so limited or modified. Any such determination shall not affect or limit the enforceability of the remaining provisions.

11. This **AGREEMENT** shall be interpreted, enforced, and governed under the laws of the State of Tennessee. The **PARTIES** agree that any dispute over the interpretation, breach or enforceability of this Agreement must be maintained only in a court setting in the United States District Court for the Middle District of Tennessee.

12. **PLAINTIFF** has consulted with his attorneys prior to executing this **AGREEMENT**. **PLAINTIFF** agrees that this **AGREEMENT** is written in plain and understandable language and that they have read and understand it. **PLAINTIFF** understands that by signing this **AGREEMENT** he is expressly representing that he has fully considered its terms and agrees to these terms.

13. This **AGREEMENT** may be executed in counterparts and each counterpart shall be considered an original and operate as such.

14. In witness whereof, the parties have executed this **AGREEMENT** on the dates written below.

DAKOTA COCHRAN

I, **DAKOTA COCHRAN**, have fully read and understand the terms of the foregoing **AGREEMENT** and have caused this **AGREEMENT** to be executed.

SIGNED, SEALED and DELIVERED this the 18 day of September, 2024.


Dakota Cochran (Sep 18, 2024 11:55 CDT)

DAKOTA COCHRAN

CITY OF LA VERGNE, TENNESSEE

I, _____, have fully read and understand the terms of the foregoing **AGREEMENT** and have caused this **AGREEMENT** to be executed.

SIGNED, SEALED and DELIVERED this the ____ day of _____, 2024.

City of La Vergne, Tennessee

FINAL Cochran v. La Vergne - Settlement Agreement

Final Audit Report

2024-09-18

Created:	2024-09-18
By:	Ashley Walter (ashley@hmccivilrights.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI4bYPd57p__r0NvPX7U6H9UvkvxWDi8v

"FINAL Cochran v. La Vergne - Settlement Agreement" History

-  Document created by Ashley Walter (ashley@hmccivilrights.com)
2024-09-18 - 4:48:51 PM GMT
-  Document emailed to Dakota Cochran (dakota_cochran@aol.com) for signature
2024-09-18 - 4:48:56 PM GMT
-  Email viewed by Dakota Cochran (dakota_cochran@aol.com)
2024-09-18 - 4:52:21 PM GMT
-  Document e-signed by Dakota Cochran (dakota_cochran@aol.com)
Signature Date: 2024-09-18 - 4:55:21 PM GMT - Time Source: server
-  Agreement completed.
2024-09-18 - 4:55:21 PM GMT



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 26, 2024

Item #: 8.A. Beautification and Arts Advisory Committee. (One term is vacant.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

This is an item regarding the appointment of a resident to the Beautification and Arts Advisory Committee.

Background Information:

Beautification and Arts Advisory Committee Appointed by Mayor; Confirmed by Council - 4 Year Terms		
Name	Appointed	Term Expires
Kara Hobbs - Alderman - Chairman	December 2022	Term of Office
Daffany Baker	March 2023	April 30, 2025
Anne Marie Carter	December 2022	April 30, 2026
Tabatha Howard	May 2022	April 30, 2027
Vacant (Alfred "Al" Lane)		April 30, 2025
Laura Ward	June 2023	April 30, 2028
Dianne Zahnle	May 2022	April 30, 2026

We have one vacancy on this committee. We have been advertising this position on Channel 3 and Social Media, but have not received any applications. If I do not receive any applications by Thursday, October 3, 2024, I will remove this item from the agenda.

Financial Summary:

N/A

Staff Recommendation:

N/A



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 26, 2024

Item #: 8.B. Historical Preservation Advisory Committee. (One term is vacant.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

This is an item regarding the appointment of a resident to the Historical Preservation Advisory Committee.

Background Information:

Historical Preservation Advisory Committee Appointed by Mayor; Confirmed by Council - 4 Year Terms		
Name	Appointed	Term Expires
Dennis Waldron - Alderman - Chairman	May 2021	Term of Office
Susan Anthony	February 2021	December 31, 2024
Vacant (Hannah Baker)		December 31, 2026
Rhonda Umphrey	January 2020	December 31, 2027
Tony Vanatta	March 2014	December 31, 2025

We have one vacancy on this committee. We have been advertising this position on Channel 3 and Social Media, but have not received any applications. If I do not receive any applications by Thursday, October 3, 2024, I will remove this item from the agenda.

Financial Summary:

N/A

Staff Recommendation:

N/A



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: September 26, 2024

Item #: 8.C. Parks & Recreation Advisory Committee. (One term is vacant.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Application - Mary Jane Skinner

Summary:

This is an item regarding the appointment of a resident to the Parks & Recreation Advisory Committee.

Background Information:

Parks & Recreation Advisory Committee Appointed by Mayor; Confirmed by Council - 4 Year Terms		
Name	Appointed	Term Expires
Steve Noe - Vice-Mayor - Chairman	November 2018	Term of Office
Felicia Anderson	October 2021	May 31, 2027
Vacant (Rick Autery)		May 31, 2027
Laura Davidson	March 2021	January 31, 2025
Chuck Isbell	November 2021	December 31, 2026
Kevin Oliver	July 2024	December 31, 2025
Jiles Perry	March 2021	January 31, 2025

We have one vacancy on this committee. We have been advertising this position on Channel 3 and Social Media and have received one application.

Current Applicant:

- Mary Jane Skinner

Financial Summary:

N/A

Staff Recommendation:

N/A

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: Mary Jane Skinner Cell Phone: [REDACTED]

Address: [REDACTED] Other Phone: [REDACTED]

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>Hathaway High</u>		<u>AED</u>
City, State	<u>Jennings La</u>		
Years Completed	N/A	☐ 1 ☐ 2 ☐ 3 ☐ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A	<u>MTS 26</u>	<u>EMT</u>
Receive a diploma?	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No

EXPERIENCE

Current Occupation:	<i>Advisory Board -</i>
List any experience that would apply to the Board or Committee you are applying for:	<i>Greenway Parks & Recreation Stormwater Appeals</i>
Municipal Boards / Committees on which you currently serve:	
Municipal Boards / Committees on which you have previously served:	
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>I feel as a long time member of the City of Fall River I want to get to know more about our City and its working</i>

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	<i>Donna Bebout</i>	<i>Fall River Library</i>	<i>35+</i>	
2	<i>Pam Biggs</i>		<i>30+</i>	
3	<i>Dana Blair</i>		<i>40+</i>	
	<i>Sandy Cortez</i>		<i>40+</i>	

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: Mary Jane L. Binner

Date: 9-19-2024

Please attach your resume. Thank you for your willingness to serve.

NEIGHBORHOOD TRAFFIC CALMING PROGRAM (NTCP) CITY OF LA VERGNE, TENNESSEE

INTRODUCTION

Application

This Program applies to local, residential streets. Collector and arterial streets that are located in commercial zoning districts will not be considered for traffic calming.

PROCESS

Projects that are being considered for the NTCP must follow the procedure that is outlined below. A flowchart summarizing this procedure is provided in ***Appendix A***.

Step 1: Request Traffic Calming

A homeowner's association or homeowner's group must submit a written request for traffic calming on a specific street segment or segments to the City Administrator. The request must identify the perceived traffic problem (the Project) and must include contact information for a representative (the Requester) of the association/group. Representatives of 2 or more individual properties constitute a homeowner's group. Individual citizens are not eligible to initiate projects for the NTCP.

Step 2: Conduct Petition

Upon receipt of the written request, City staff will define the petition area. The petition area will typically include the following:

- Properties along the street that is being considered for traffic calming measures
- Properties along streets where access is substantially dependent upon the street that is proposed to be calmed
- Properties along any street that is expected to receive significant increases, as determined by City staff, in traffic volumes or types as a result of the traffic calming installation

City staff will prepare a petition packet that includes the petition form, a copy of the NTCP Program, a map of the study area, the names and addresses of the property owners within the petition area, and an explanation of the NTCP procedures. The petition packet will be given to the requester, who will be responsible for conducting the petition. Prior to conducting the petition, the traffic calming request and petition must be presented at a neighborhood meeting that is publicized by the City of La Vergne in a manner that is consistent with La Vergne's standard public meeting notification procedures. City staff will attend the meeting to present the traffic calming request, identify the study area, and to explain the NTCP procedures. After the meeting, the requester must obtain supporting signatures, or "yes" votes, that represent 51 percent of the households within the petition area. Missing signatures will be counted as "no" votes. The requester will have 90 days after the date of the neighborhood meeting to submit the petition results to the City Administrator. If the petition is successful, then the proposed project will proceed to ***Step 3***. If the petition fails, or

if the petition is not returned by the petition deadline, then the project is terminated, and the neighborhood will be ineligible to submit another request for traffic calming for a period of one year. Requests pertaining to the same project are not eligible to be resubmitted for a period of one year.

Step 3: Evaluate Problems and Identify Possible Solutions

City staff will evaluate the project to determine the need for traffic calming measures. This evaluation will typically include a site visit and the collection of data, such as traffic volumes and traffic speeds. In order for a project to be considered for traffic calming measures, the following criteria must generally be met:

- The Average Daily Traffic (ADT) volume is greater than or equal to 500 vehicles per day.
- The 85th percentile speed is at least 7 mph faster than the posted speed limit.
- The posted speed limit is 35 mph or less.
- The street is a through street.
- The maximum grade on the section of roadway that is being considered for traffic calming measures does not exceed eight percent.
- The combination of horizontal and vertical curves along the roadway is not such that would result in inadequate stopping sight distance for motorists as they encounter the traffic calming devices.
- The street is not a transit route or a primary emergency access route.

If City staff determines that the street segment does not have a traffic volume or a traffic speed problem, then the project will be terminated. The project will be ineligible for the NTCP for a period of two years unless City staff determines that changing conditions have resulted in a traffic volume or speeding problem.

If City staff determines that a street segment has a traffic volume or a traffic speed problem, but the above criteria are not met, then City staff will work with the La Vergne Police Department and the neighborhood association/group to address the problem with education and enforcement efforts. The street will not be considered for other traffic calming measures at this time. The project will be ineligible for the NTCP for a period of two years unless City staff determines that changing conditions during this time have resulted in a traffic volume or speeding problem.

If City staff determines that a street segment has a traffic volume or a traffic speed problem, and if the above criteria are met, then the project will be included in the NTCP. City staff will identify feasible and appropriate traffic calming solutions to address the identified traffic problem. Examples of traffic calming techniques are provided in **Appendix B**. City staff will then attend a publicized, neighborhood meeting to present the results of the analyses and the identified solutions. Based on comments received at the meeting, City staff will revise the solutions as appropriate. The project will then proceed to **Step 4**.

Step 4: Conduct Education and Enforcement Efforts

All projects in the NTCP will begin with education and enforcement efforts, which will involve the coordinated efforts of City staff, the La Vergne Police Department, and the neighborhood

association/group. The neighborhood association/group must actively participate in this process in order for the project to continue in the NTCP. Education and enforcement efforts will be applied for a period of not less than three months and not more than six months. If City staff determines that these efforts have not sufficiently addressed the identified problem, then the project will proceed to **Step 5**.

If City staff determines that the education and enforcement efforts have addressed the identified problem, City staff will continue to monitor the project for a period of one year. If the identified problem returns during this time, then the requester will be notified, and the project will proceed to **Step 5**. If the identified problem does not develop during this one-year period, then the project will be considered complete. If the identified problem returns after this one-year period, or if a new traffic volume or traffic speeding problem develops after this one-year period, the homeowner's association/group must return to **Step 1** in order to be considered for the NTCP again.

Step 5: Develop Construction Documents

Based on the feasible and appropriate solutions identified by City staff during **Step 3**, City staff will develop a complete set of construction documents for the proposed traffic calming measures.

Step 6: Prioritize the Project

Projects that reach **Step 5** will be prioritized by City staff based on a variety of factors, such as traffic speeds, traffic volumes, and implementation costs. City staff will notify the requester of the project's status at this time. This prioritization will be used by City staff to develop construction schedules for the projects.

Step 7: Install the Proposed Traffic Calming Measures

Projects will be implemented according to priority and the availability of funding. Projects that have the highest priority will be implemented first. If sufficient funding is not available for the highest priority project, then the highest priority project that can be implemented with the amount of funding that is available will be implemented first. A lower-priority project can be implemented ahead of schedule if the neighborhood association/group elects to pay 100 percent of the implementation costs and as long as doing so does not affect the construction schedules of higher-priority projects. Implementation of a project will not occur until all associated maintenance/landscape/payment agreements have been finalized. Installation of the traffic calming measures will be performed by City crews or by a contractor that is selected by the City.

Step 8: Monitor the Effectiveness of the Traffic Calming Measures

Approximately three months after the proposed traffic calming devices have been installed, City staff will evaluate the project to determine if the traffic calming devices have sufficiently addressed the traffic problem identified during **Step 3**. If the traffic problem has been resolved, then the project will be considered complete. If the traffic problem has not been resolved, then City staff will consider other solutions that were identified during **Step 3**. If an alternate solution is selected by City staff, then the project will return to **Step 5**. If City staff determines that there are no feasible alternatives, then the project will be terminated and will not be considered for inclusion in the NTCP again unless changing conditions have resulted in a feasible alternative. If this is the case, it

will be the responsibility of the neighborhood association/group to submit another written request for traffic calming to the City Administrator, and the entire NTCP process must be repeated.

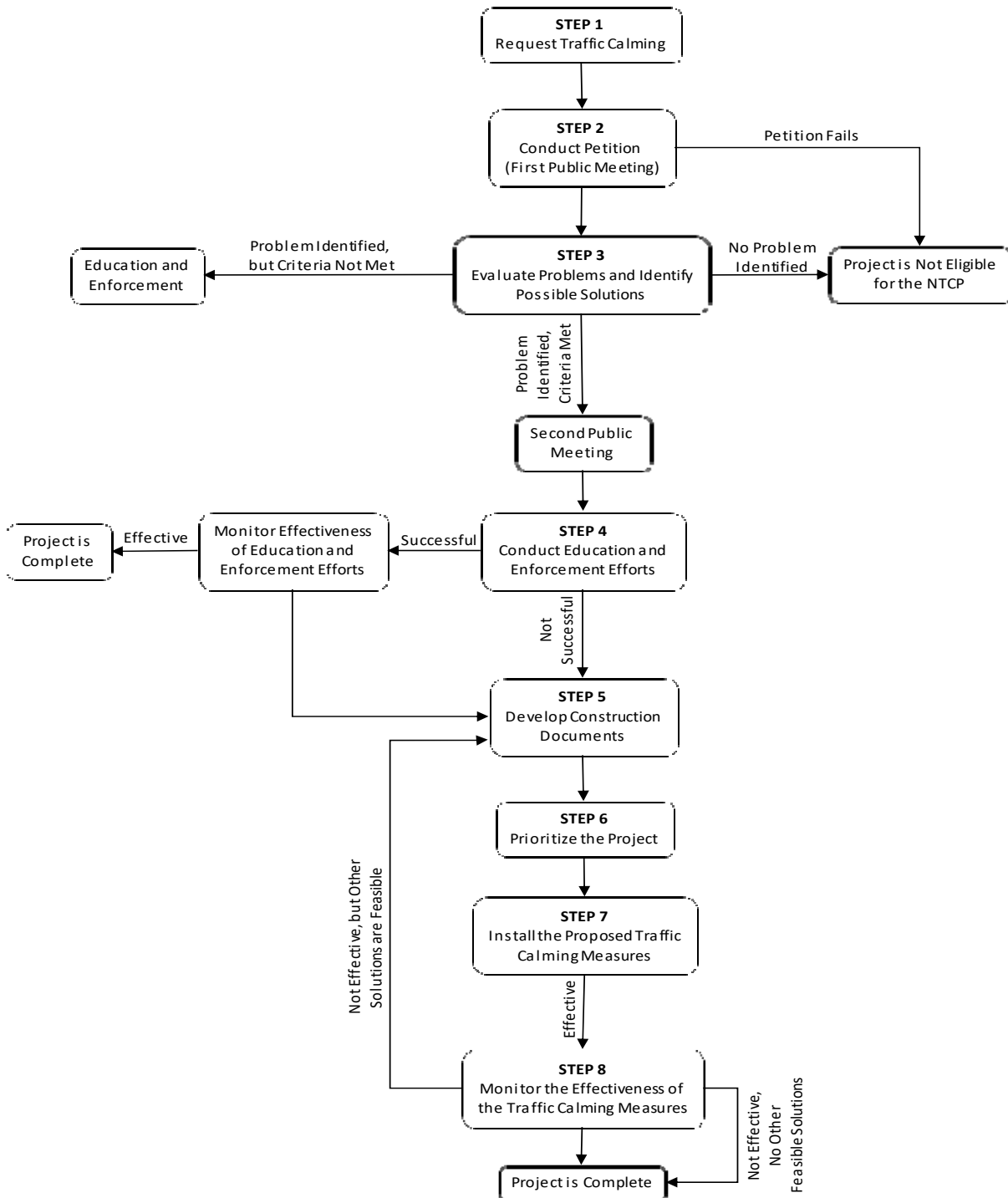
MODIFICATION OR REMOVAL OF A TRAFFIC CALMING DEVICE

Process

If City staff determines that a traffic calming device should be modified or removed due to public health/safety reasons, then City staff, with assistance from Public Works and the Street Department, shall modify or remove the device. If the neighborhood association/group wishes to remove or significantly alter a traffic calming device, then the neighborhood must conduct the same petitioning process outlined in **Step 2**. If the petition supporting the removal/modification is successful, then the neighborhood must pay for the costs that are associated with the removal/modification. A traffic calming device will not be removed until all payment agreements have been finalized. If the removal/modification is initiated by the neighborhood association/group, then the neighborhood will be ineligible to participate in the NTCP for a period of five years.

APPENDIX A

PROCEDURAL FLOW CHART FOR THE NEIGHBORHOOD TRAFFIC CALMING PROGRAM (NTPC) CITY OF LA VERGNE, TENNESSEE



APPENDIX B

TRAFFIC CALMING TECHNIQUES

There are a variety of techniques that can be used to calm traffic on local, residential streets. Techniques that are specifically permitted, as well as techniques that are specifically prohibited, in the City of La Vergne are described below. Techniques that are specifically permitted are summarized in Table A1, which also identifies the potential benefits and disadvantages of each.

TABLE A1

POTENTIAL IMPACTS OF TRAFFIC CALMING TECHNIQUES THAT MAY BE USED IN THE CITY OF LA VERGNE, TENNESSEE

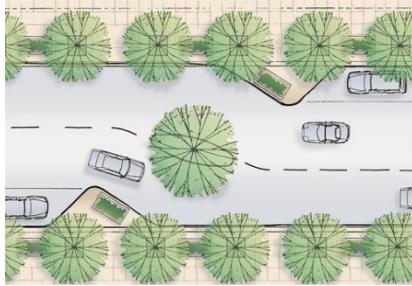
Measure	Potential Benefits			Potential Disadvantages			Cost
	Speed Reduction	Volume Reduction	Conflict Reduction	Limits Local Access	Increases Emergency Response Time	Extent of Maintenance Required	
Chicane	●	●	●	○	●	●	\$\$ - \$\$\$
Curb Extension	●	○	○	○	○	●	\$ - \$\$
Driver Feedback Signs	●	○	○	○	○	●	\$\$
Education	●	○	●	○	○	○	\$
Enforcement	●	○	●	○	○	○	\$ - \$\$
Lower Speed Limit	●	○	○	○	○	○	\$
Raised Median	●	○	●	●	○	●	\$ - \$\$
Road Diet	●	○	●	○	○	○	\$ - \$\$\$
Speed Table/Hump	●	●	●	○	●	●	\$ - \$\$
Traffic Circle	●	●	●	○	●	●	\$\$ - \$\$\$

● Substantial Benefits/Disadvantages
\$ Low Cost

● Minor Benefits/Disadvantages
\$\$ Moderate Cost

○ No Benefits/Disadvantages
\$\$\$ High Cost

TECHNIQUES THAT ARE SPECIFICALLY PERMITTED IN THE NTCP



A chicane creates a horizontal deflection in the roadway.

A **Chicane** shifts motorists' path of travel by creating a horizontal diversion in the roadway. A chicane is usually formed by a series of curb extensions that are placed on alternating sides of the roadway. These curb extensions reduce the roadway width and force motorists to steer from one side of the roadway to the other in order to travel through the chicane.

Curb Extensions are formed by extending the curb on one or both sides of the roadway into the vehicular travel lanes to reduce the paved roadway width. The reduction in width creates "slow points" in traffic flow. Curb extensions are also commonly referred to as chokers, "neckdowns", traffic throats, and pedestrian bulbs.



Curb extensions reduce the width of the roadway at intersections and create shorter crossing distances for pedestrians. The reduction in lane width encourages motorists to slow down when driving through the intersection.



Curb extensions can be installed at mid-block locations to calm traffic in residential neighborhoods.

Driver Feedback Signs (also called "Radar speed limit signs") prompt speeding drivers to slow down. The signs detect and display a speeding driver's velocity. This active feedback makes drivers aware of their speed. It also makes them feel like they're being monitored. The intended result is that speeders slow down. Some signs can collect traffic and speed data for use by traffic engineers and law enforcement and can run on solar power, meaning the long term maintenance costs are low.



Driver Feedback Signs may be used as an effective measure to control speeding in neighborhoods that request traffic calming.

Education is a key component of all traffic calming projects in the City of La Vergne. Before implementing physical traffic calming measures, the City Administrator will work with participating neighborhoods to educate their residents regarding safe, on-street, vehicular travel. City Staff will assist the neighborhood associations/groups in developing educational programs for the residents. However, it will be the responsibility of the neighborhood associations/groups to implement the educational programs.

Enforcement efforts will be combined with neighborhood education as a first step in all traffic calming projects in the City of La Vergne. The La Vergne Police Department will work with City staff to help resolve traffic problems, such as speeding. Enforcement efforts may involve the use of speed trailers and may include tickets for violators.



Speed trailers may be used as part of the enforcement efforts to control speeding in neighborhoods that request traffic calming.

Establishing **Lower Speed Limits** may help to reduce speeding and cut-through traffic in residential neighborhoods. Some local, residential roadways have speed limits that are posted at 30 mph or more. It may be desirable to lower the speed limits on these roadways to the City's default speed limit, which is 20 mph for local, residential streets.

A **Raised Median** is an elevated island that is constructed on the centerline of a two-way street to reduce the width of the adjacent travel lanes. Raised medians can be paved or landscaped. They create "slow points" in the roadway, can serve as pedestrian refuges for pedestrians crossing the street, and can be used in conjunction with other traffic calming measures.



Raised medians reduce the width of the adjacent travel lanes.

Reducing the number of travel lanes, or the width of travel lanes, on a roadway can be an effective technique for calming traffic on that street. This process, called a "**Road Diet**", can help to reduce vehicular speeds, reduce the number of conflict points for right-of-way users, and can help make streets more bicycle and pedestrian-friendly. Road diets can be accomplished by adding parking lanes, adding bike lanes, adding a median, or by reclaiming some of the roadway width, which can create room for sidewalks and street trees.



The addition of a bike lane and/or a parking lane on this street helps create a narrow travel lane for motorists.

A **Speed Table/Speed Hump** is a wide and flat undulation that is placed on a street, typically across the width of the roadway, to reduce vehicular speeds. They have a height of three to four inches and a length of 12 or 22 feet. Speed humps should be distinguished from speed bumps, which are much shorter (6 to 12 inches long) and have been associated with maintenance, safety, and liability concerns.



The speed table/hump that may be used in the City of La Vergne is 22 feet long and three inches in height.

A **Traffic Circle** is a raised, circular island that is typically placed in the center of a residential street intersection to allow traffic to flow through the intersection without being controlled by a stop sign or a traffic signal. The design of a traffic circle requires motorists to travel through the intersection in a counter-clockwise direction around the island, which reduces the number of conflict points and reduces vehicular speeds.



A traffic circle creates a horizontal deflection in the roadway, which causes motorists to slow down as they travel through the intersection.

TECHNIQUES THAT ARE SPECIFICALLY PROHIBITED IN THE NTCP

Rumble strips are raised buttons, bars, or grooves that are closely placed on a roadway at regular intervals. They cause both noise and vibration in vehicles as motorists drive over them. Typically, rumble strips are used to alert motorists of unusual conditions ahead. As motorists get used to the rumble strips, the strips become less effective over time. Rumble strips can result in increased noise levels for nearby residents. Also, rumble strips require a high amount of maintenance.



A **Speed Bump** is a narrow undulation that is placed on a street, typically across the width of the roadway, to reduce vehicular speeds. They have a height of three to four inches and a typical depth of 6 to 24 inches wide. Speed bumps are distinguished from speed humps or speed tables, which are wider and flatter. Speed bumps have been associated with maintenance, safety (due to the increase of emergency response time for public safety vehicles), and liability concerns.



Speed bumps increase emergency response time for public safety vehicles and are associated with liability concerns.

For these reasons, Rumble Strips and Speed Bumps may not be used as a traffic calming technique in the City of La Vergne.