MINUTES OF THE 7th MEETING OF THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY

The 7th meeting of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (CCA) was held on January 28, 2010 at 8:00 a.m., in Room 108-109 at the Nashville Convention Center, Nashville, Tennessee.

AUTHORITY MEMBERS PRESENT: Mark Arnold, Marty Dickens, Darrell Drumwright, *Vonda McDaniel, Willie McDonald, Luke Simons, Mona Lisa Warren, Leo Waters, and Vice-Mayor Diane Neighbors, Ex-Officio

AUTHORITY MEMBERS NOT PRESENT: Ken Levitan

OTHERS PRESENT: Rich Riebeling, Larry Atema, Charles Starks, Barbara Solari, Mark Sturtevant, Charles Robert Bone, Kristen Heggie, Paul Allen, Gary Schalmo, Lethia Mann, Roxianne Bethune, Michael Cass, John Portipilo, Jeff Gossage, Stacey Garrett, Kevin Glasgow, Andy Hylton, Peter Heidenreich, Kelvin Jones, Mike Woodman, Irvin Mims. In addition, other members of the general public were present.

The meeting was opened for business by Chairman Marty Dickens who stated that a quorum was present. The Appeal of Decisions was shown.

ACTION: Appeal of Decisions from the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County – Pursuant to the provisions of § 2.68.030 of the Metropolitan Code of Laws, please take notice that decisions of the Convention Center Authority may be appealed to the Chancery Court of Davidson County for review under a common law writ of certiorari. These appeals must be filed within sixty days after entry of a final decision by the Authority. Any person or other entity considering an appeal should consult with private legal counsel to ensure that any such appeals are timely and that all procedural requirements are met.

It was announced that the next meeting of the CCA would be on Thursday, February 4, 2010 at 8:00a.m. at the Nashville Convention Center.

*Denotes arrival of Vonda McDaniel

ACTION: Leo Waters made a motion to approve the 6th Meeting Minutes of January 7, 2010. The motion was seconded by Willie McDonald and approved unanimously by the Authority.

Charles Robert Bone was then introduced to discuss project contracts and the transfer of contracts to the Convention Center Authority. (Attachment #1)

Next, Jeff Gossage, Metro Purchasing Director, was asked to discuss a procurement policy draft. (Attachment #1) Chairman Dickens noted that everyone would need to review the policy this week so the Authority could be in a position to move forward on the procurement policy at the meeting next week.

Mr. Gossage was then asked to discuss the Audit Services RFQ. (Attachment #1) It was noted that this would not be issued until a procurement policy is adopted by the Authority.

Next, Mr. Dickens opened the floor for discussion about Authority committees to be created.

Larry Atema was then asked to discuss the Nashville Electric Service (NES) substation to be moved. Charles Robert Bone was also asked to discuss the NES Memorandum of Understanding (MOU) which the NES Board approved yesterday. He stated the Convention Center Authority needed to authorize Marty Dickens to execute the MOU.

ACTION: Leo Waters made a motion to authorize Marty Dickens to execute the Nashville Electric Service Memorandum of Understanding for the Convention Center Authority. (Attachment #2) The motion was seconded by Mark Arnold and approved unanimously by the Authority.

Charles Starks was then asked to share information about the logistics meeting scheduled to be held today at 2:00p.m. Kristen Heggie was also asked to talk about the communication and information plan. (Attachment #3)

Larry Atema shared what will be happening on the construction site in the next 30 days.

There was additional discussion. With no additional business a motion was made to adjourn, with no objection the CCA adjourned at 9:35 a.m.

Respectfully submitted,

Charles L. Starks
Executive Director
Nashville Convention Center

Approved:

Marty Dickens, Chairman
CCA 7th Meeting Minutes
Of January 28, 2010

Convention Center Authority

Thursday, January 28, 2010

Appeal of Decisions

Appeal of Decisions from the Convention Center Authority – *Pursuant to the provisions of § 2.68.030 of the Metropolitan Code of Laws, please take notice that decisions of the Convention Center Authority may be appealed to the Chancery Court of Davidson County for review under a common law writ of certiorari. These appeals must be filed within sixty days after entry of a final decision by the Authority. Any person or other entity considering an appeal should consult with private legal counsel to ensure that any such appeals are timely and that all procedural requirements are met.*

Administrative Contracts

- **Bone McAllester Norton, PLLC – May 13, 2008**
- **Willis of Tennessee, Inc. – October 23, 2008**

Project Contracts Ongoing

- **Bell/Clark, a Joint Venture – September 1, 2009**
- **Nashville Commercial Real Estate Services LLC and Genesis Real Estate Group, LLC – July 9, 2009**
- **TTL, Inc. – January 13, 2009**
- **Thompson, Ventulett, Stainback & Associates – July 1, 2009**
- **Commonwealth Development Group**

Project Contracts Completed

- **C.H. Johnston Consulting, Inc. – Financial Consultant Services**
- **C.H. Johnston Consulting, Inc. – Hotel Consultant Services**
- **Conventional Wisdom Corp. – Facility Programming Services**
- **Dimond Hotel Consulting Group – Hotel Consultant Services**
- **McNeely, Piggot & Fox Public Relations, LLC – Information and Public Communication Services**

Other Contracts

- **Miller & Martin, PLLC and Smith & Hirsh, PLC**
- **Universal Construction Company, Inc. d/b/a Turner Universal**

Music City
Convention Center Authority
Procurement Policy
Draft for Discussion

Convention Center Authority
Music City
• Legal Authority
– Ability to Enter Into Contracts/POs
– Ability to Delegate Limited Authority
• Method of Solicitation
– Bids/Proposals/Sole Source/Emergency
– Open Competitive Process
– Dollar Limits
• Other Considerations
– Minority, Women and Small Business Programs
– Environmental Programs

Convention Center Authority
Music City
• Legal Authority
– Ability to Enter Into Contracts/POs
CCA retains the authority
CCA retains the responsibility
CCA retains the accountability
– The CCA may delegate the process
CCA may designate a metro government entity
Effectuated and limited by MOU

Convention Center Authority
Music City
• Method of Solicitation
– Bids – Lowest Bid (commodities)
– Proposals – Criteria in addition to cost
– Sole Source – Only one Brand/Supplier
– Emergency – Safety, Welfare, Health
– Open Competitive Process
– Dollar Limits – State Law

Convention Center Authority
Music City
• Other Considerations
– Procurement Nondiscrimination Program
– Small Business Participation
– Prevailing Wage Rates
– Sustainability/LEED™

Audit Services
• RFQ will be issued
• Open competitive procurement
• Purchasing will bring back a recommendation

Committees

- Finance & Audit
- Diversity Business Enterprise & Procurement
- Marketing & Operations (includes Policy, HR, and Communications)
- Construction and Development

NES Memorandum of Understanding

- Work with and cause MDHA to purchase the land for the Peabody Substation and relocate any businesses and tenants thereon.
- Deliver the site in Pad Ready condition.

NES Memorandum of Understanding

- Pay the Cost of Relocation to NES, which shall include [i] the purchase and installation of equipment necessary to provide the Peabody Street Substation to the same functionally equivalent level of service as the existing Demonbreun Substation, including distribution and transmission lines, switchgear, duct banks, vaults, and transformers; [ii] the removal of the Demonbreun Street Substation and related equipment; and [iii] reworking the transmission relays at Battlefield and South substations.
- Provide for the design and construction of an exterior enclosure for the Peabody Substation to be mutually approved by the Parties.

NES Memorandum of Understanding

- Work with and cause MDHA to transfer the land and improvements to NES at the conclusion of the Relocation or at an agreeable time.
- Reimburse NES for the construction of the Sixth Avenue transmission tunnel.
- Provide construction oversight and management of the Relocation and construction of the Peabody Substation.
- Provide project coordination with other aspects of the Convention Center Project, including other utility relocations and the construction of the new Korean Veterans Boulevard.

Music City Center
Logistics Meeting

You are invited to a meeting about the upcoming construction of the new Music City Center to ensure that you can keep your employees, tenants, and customers informed about street closures and future parking logistics.

Who:
Tom Turner, Nashville Downtown Partnership
Kristen Heggie, Music City Center Team
Gary Schalmo and Bill Dooling, Clark Construction

What:
Presentation by Bell/Clark (Construction Manager) and MCC Team:

- Next 60 days of the Music City Center Construction Schedule
- Street Closures and Parking Communication Plan
- Q & A

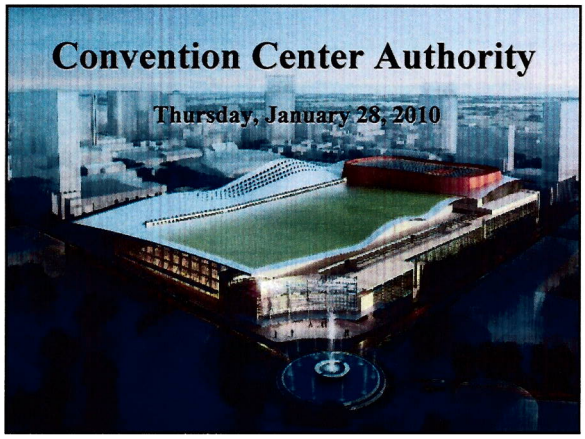
When:
Thursday, January 28, 2010
2:00 pm

Where:
Nashville Convention Center
601 Commerce Street
Rooms 108/109

We hope you will join us. Please call or email Kristen Heggie at 252-8535 or kheggie@nashville-mcchp.org if you would like to discuss anything in advance.

Please forward this invitation to co-workers and tenants who should attend.

NASHVILLE DOWNTOWN PARTNERSHIP


Convention Center Authority
Thursday, January 28, 2010

MEMORANDUM OF UNDERSTANDING
[NES Contract No. 10-30-001]
[Convention Center Authority Contract No. 10-0001]

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement"), is made and entered into effective this 27th day of January, 2010, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ACTING BY AND THROUGH THE ELECTRIC POWER BOARD OF SAID GOVERNMENT ("NES") and THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (the "Convention Center Authority"), ACTING ON BEHALF OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (the "Metropolitan Government") (NES and the Convention Center Authority are collectively referred to herein as the "Parties").

WITNESSETH

WHEREAS, the Council of the Metropolitan Government (the "Metropolitan Council") enacted ordinance BL2007-1557 on August 9, 2007, authorizing the collection of tourist accommodation taxes by the Metropolitan Government to be deposited in the Metropolitan Government fund entitled "The Convention Center Fund" for the purpose of paying costs incurred in modification or construction of a publicly-owned convention center;

WHEREAS, a location at 5th Avenue South and Demonbreun Street in Nashville, Tennessee (as set forth on and further described on Exhibit A) has been determined as the best location for a new convention center facility;

WHEREAS, it was determined by the Metropolitan Council, pursuant to its enactment of resolution RS2008-143 on February 11, 2008, to be in the best interest of the Metropolitan Government to move forward with the construction of a new convention center, including designating such site and authorizing and engaging the Metropolitan Development and Housing Agency of Nashville and Davidson County ("MDHA") to undertake pre-development activities necessary for the development and construction of a new city-owned convention center (the "Convention Center Project");

WHEREAS, pursuant to resolution RS2008-143, the Metropolitan Council enacted ordinance BL2009-437 on June 9, 2009, authorizing the acquisition of property in fee simple by negotiation or condemnation for the Convention Center Project, providing for certain relocation assistance payments and authorizing conveyance of the Convention Center Project by MDHA to the Metropolitan Government;

WHEREAS, in order to complete construction of the Convention Center Project in a timely manner, the Metropolitan Government proceeded promptly with [i] the acquisition of the parcels of land on which the Convention Center Project will be constructed; [ii] the relocation of businesses located on such parcels; [iii] the clearing of such parcels, including relocation of utility facilities and demolition of buildings and improvements thereon and removal or remediation of any environmental contamination necessary to prepare such parcels for

development as a convention center; [iv] the installation, construction or reconstruction of streets, utilities, and site improvements necessary to prepare such parcels for development as a convention center; and [v] the continuation of the planning and design of the Convention Center Project; and therefore, the Metropolitan Council enacted resolution RS2009-698 on June 9, 2009, approving an Intergovernmental Project Agreement;

WHEREAS, pursuant to Resolution No. RS2009-881, the Metropolitan Council authorized the creation of the Convention Center Authority as a nonprofit public corporation under the laws of the State of Tennessee, including without limitation Chapter 89 of Title 7 of the Tennessee Code Annotated (the "Act"), and the Convention Center Authority has been organized and established as required by the Act;

WHEREAS, pursuant to the Act, the Convention Center Authority may exercise all powers granted to a convention center authority by the Act, including, without limitation, financing, constructing and operating the Convention Center Project;

WHEREAS, the Convention Center Authority on January 7, 2010 authorized and approved all documents, instruments, action and matters necessary or appropriate for, or pertaining to, [i] the issuance of up to $650,000,000 in aggregate principal amount of Tourism Tax Revenue Bonds for the Convention Center Authority; and [ii] the execution and delivery of an intergovernmental agreement by and among the Convention Center Authority, the Metropolitan Government and the Metropolitan Development and Housing Agency of Nashville and Davidson County ("MDHA") (the "Intergovernmental Agreement"); and

WHEREAS, the Metropolitan Council on January 19, 2010 approved the issuance of the Tourism Tax Revenue Bonds by the Convention Center Authority and the execution and delivery of the Intergovernmental Agreement.

WHEREAS, an active NES substation exists at 609 Demonbreun Street, Nashville, Tennessee 37203, commonly referred to as the "Demonbreun Substation" (as set forth on and further described on Exhibit A), which lies within the boundaries of the chosen site for the development and construction of the Convention Center Project;

WHEREAS, the Demonbreun Substation provides essential electric service to large portions of the downtown Nashville area, and must remain in continuous service throughout the development of the Convention Center Project;

WHEREAS, pursuant to the design of the Convention Center Project, the Parties have determined that the Demonbreun Substation needs to be relocated;

WHEREAS, Tenn. Code Ann. § 13-20-301 addresses and regulates the relocation of public utilities within a redevelopment and renewal project;

WHEREAS, Tenn. Code Ann. § 54-5-801 addresses and regulates the relocation of public utilities for a public highway project;

WHEREAS, NES has made the Convention Center Authority aware that NES has a long range strategic vision plan for Nashville, Tennessee which includes other upgrades and betterments to the NES system in and around the Convention Center Project and the downtown area in general;

WHEREAS, the Parties have mutually agreed that relocation of the Demonbreun Substation is in the best interest of the City of Nashville and a suitable relocation for the new substation has been located and agreed to by the Parties, on Sixth Avenue between Peabody Street and Franklin Street commonly referred to as the "Peabody Substation" (as set forth on and further described in Exhibit A);

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and the mutual promises contained herein, the Parties agree as follows:

1. Definitions. For the purpose of this Agreement, the Parties agree to use the following terms, as defined in Tenn. Code Ann. § 54-5-802, unless modified or further defined herein:

> "Betterment" means any upgrading of the facility being relocated that is not attributable to the [project's] construction and is made solely for the benefit of, and at the election of, the utility.
>
> "Cost of Relocation" means the entire amount paid by or on behalf of the utility properly attributable to the relocation after deducting from that amount any betterment of the new facility and any salvage value derived from the old facility. The cost of relocation may include, without limitation, engineering, removal and installation costs, but shall not include inspection costs or the cost of any betterment to the utility's facilities.
>
> "Relocation" means the adjustment of a utility facility as may be determined necessary or appropriate in connection with the construction project. Relocation includes removing and reinstalling the utility facility, including necessary temporary facilities; moving, rearranging, or changing the type of existing facilities; and taking any necessary safety and protective measures. Relocation also includes the construction of a replacement facility that is both functionally equivalent to, but not a betterment of, existing facilities and necessary for continuous operation of the utility service.
>
> "Salvage Value" means the amount received from the sale of utility property that has been removed or, if retained for reuse, the amount at which the recovered materials is charged to the utility's account.

2. Other Definitions. For purposes of this Agreement, the Parties agree to the definition of the following terms:

> "Distribution" means the electric system infrastructure operating at 15,000 volts or less outside the substation boundaries.

"Substation" means the electric system infrastructure through which electrical energy is passed for transmission, distribution, interconnection, transformation, conversion, or switching. (For purposes of this Agreement, the substation boundaries are delineated as shown on Exhibit A.)

"Transmission" means the electric system infrastructure operating at 69,000 volts or higher outside of the substation boundaries except for the transmission tunnel access points.

"Pad Ready" means the completion of civil/below grade infrastructure necessary for substation equipment installation and completion

3. Duties and Responsibilities of the Convention Center Authority. The Convention Center Authority covenants and agrees as follows:

a) Pursuant to the Intergovernmental Agreement, to work with and cause MDHA to purchase the land required for the Peabody Substation and cause to be relocated any businesses and or tenants that reside thereon on or before June 1, 2010.

b) Deliver the site for the Peabody Substation in Pad Ready condition on or before October 1, 2010, free of any liens, encumbrances, or other conditions.

c) Pay the Cost of Relocation to NES, as set forth herein, which shall include [i] the purchase and installation of equipment necessary to provide the Peabody Substation to the same functionally equivalent level of service as the existing Demonbreun Substation, including distribution and transmission lines, switchgear, duct banks, vaults, and transformers; [ii] the removal of the Demonbreun Street Substation and related equipment; and [iii] reworking the transmission relays at Battlefield and South substations.

d) Provide for the design and construction of an exterior enclosure for the Peabody Substation to be mutually approved by the Parties.

e) Pursuant to the Intergovernmental Agreement, to work with and cause MDHA to transfer the land and improvements to NES at the conclusion of the Relocation or at a time deemed reasonable and appropriate by the Parties.

f) Reimburse NES, as set forth herein, for the construction of the Sixth Avenue transmission tunnel running south approximately 3,000 feet, more or less, from the Peabody Substation to a point to be determined by the Parties (the "Sixth Avenue Tunnel").

g) Provide construction oversight and management of the Relocation and construction of the Peabody Substation.

h) Provide project coordination with other aspects of the Convention Center Project, including other utility relocations and the construction of the new Korean Veterans Boulevard.

4. Duties and Responsibilities of NES. NES covenants and agrees as follows:

a) Purchase and install equipment necessary in order to provide the Peabody Substation to the equivalent level of service as the existing Demonbreun Substation, including distribution and transmission lines, switchgear, duct banks, vaults, transformers and any other equipment necessary to functionally replace the Demonbreun Substation.

b) Once the Peabody Substation is energized and operational, close and abandon the Demonbreun Substation, remove the old equipment, and transfer the land to the Convention Center Authority free and clear of any liens, encumbrances, or other conditions.

c) Provide and pay for any equipment upgrades or betterments to the Peabody Substation in excess of what is required for the re-establishment of the new substation.

d) Provide, furnish and install transmission lines and other equipment necessary for the Sixth Avenue Tunnel.

e) Provide engineering, design, and technical assistance for all aspects of the relocation process.

f) Agree to work with the Convention Center Project contractors where it is applicable, appropriate, and in the best interest of the project and Parties.

5. Allocation of Cost, Financial Obligations, and Schedule. The allocation of and responsibility for the estimated costs and financial obligations of the Parties, as described hereinabove, are further detailed and itemized on Exhibit B. The Convention Center Authority is responsible for the payment of the actual Costs of Relocation and reimbursement of the construction of the Sixth Avenue Tunnel, as depicted on Exhibit B, less the salvage credit to be applied. NES is responsible for the payment of the Betterment costs depicted on Exhibit B. During the course of the Relocation and related work provided for herein, the Parties may request certain changes, which shall be incorporated so long as a written change order setting forth the amended scope of work, program specifications, and/or delivery dates is properly approved and executed by the Parties. Notwithstanding such, the Parties shall meet a minimum of once each quarter to review, reconcile and update the costs estimated on Exhibit B.

6. Termination. This Agreement is predicated on the actual issuance of the Tourism Tax Revenue Bonds. In the event the Tourism Tax Revenue Bonds are not issued, as contemplated herein, the Convention Center Authority shall have the right to terminate and cancel this Agreement, without the Convention Center Authority being at fault and require NES to immediately stop work. In such event of termination, the Convention Center Authority shall not be

liable to NES for any costs other than to pay cancellation fees incurred by NES for relocation costs and the Sixth Avenue Transmission Tunnel.

7. Severability. If a court of competent jurisdiction or a mediator determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

9. Entire Agreement. This Agreement contains the entire understanding among the Parties with respect to the matters contained herein, and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. Notwithstanding the foregoing, to the extent this Agreement or any of the terms hereof shall conflict with the terms of any of the other documents or agreements referenced herein, the terms of said documents or agreements shall control.

10. Headings. The paragraph headings are inserted only as a matter of convenience and for references and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

11. Assignment. The rights and obligations of the Parties may not be assigned, except to parties under the direct control and ownership of a Party hereto.

12. Authorized Representatives; Approval. Any action required of or permitted to be taken by any of the Parties hereto may be performed by an authorized representative of the respective Party without further action by the governing body of such Party. Notwithstanding the foregoing, this Agreement and the Relocation activities hereunder are subject to approval by the Boards of NES and the Convention Center Authority.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

By: _____
Chairman of the Board

Date: Jan. 28, 2010

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ACTING BY AND THROUGH THE ELECTRIC POWER BOARD OF SAID GOVERNMENT

By: _____
Chairman of the Board

Date: 01. 27. 2010

Approved:

By: _____
President & CEO

Date: 1-27-2010

Approved as to Form & Legality:

By: _____
Asst. ~~Metropolitan~~ Attorney

Date: 1/28/10

Approved as to Form & Legality:

By: _____
Vice President & General Counsel

Date: 1/27/10

Attest:

By: _____
Secretary

Exhibit A
[Map]

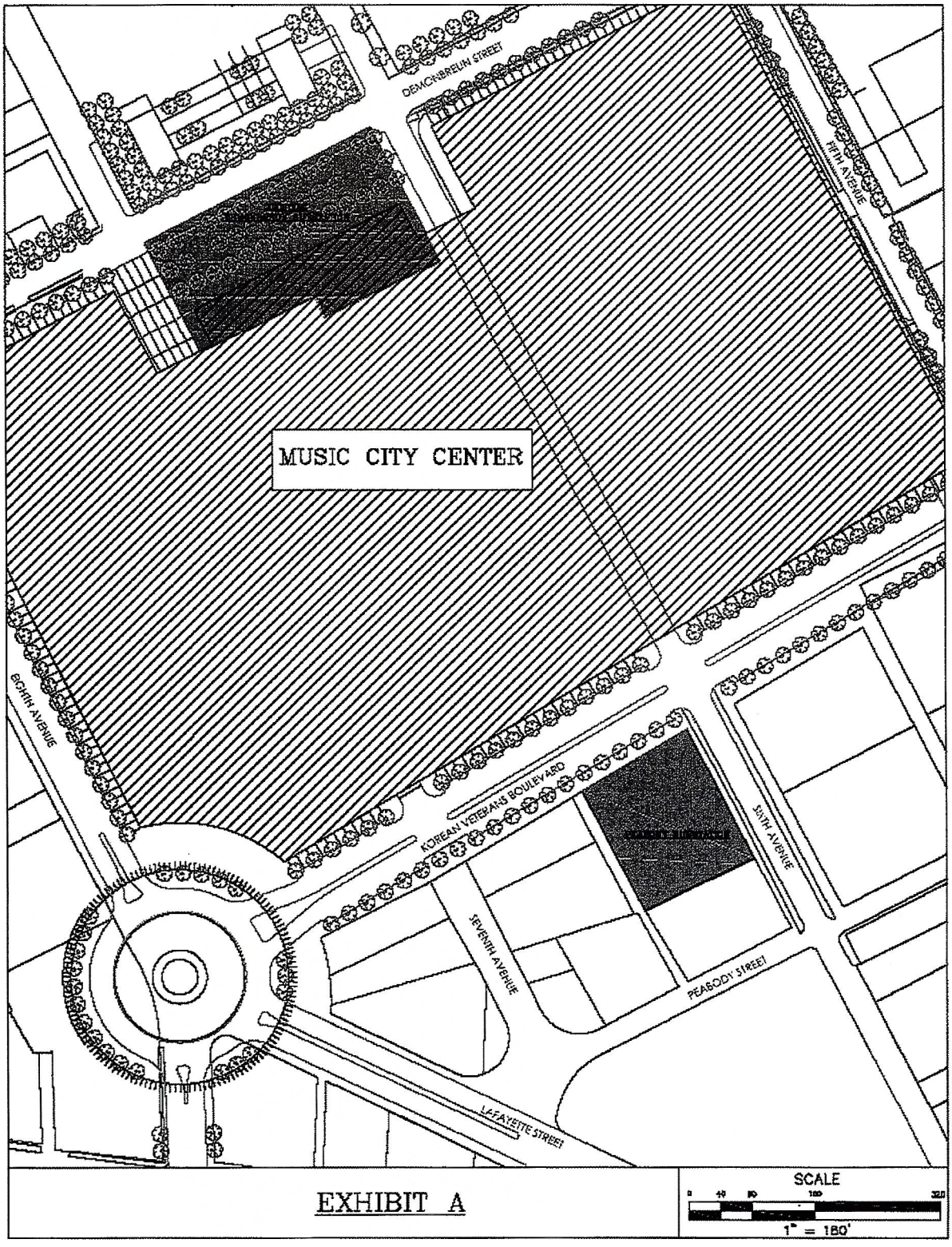


Exhibit B
[Schedule of Estimated Values]

ID	Item	Total Item cost ($)	Relocation Portion MCCC	Betterment Portion NES	Salvage Amount MCCC
A	**Peabody Substation Construction & Installation NES RFP # R4078**				
	Purchase Commitment: Distribution Capacitor Banks (Not to Exceed 10% of Purchase Commitment)	$ 44,328	$ 11,082	$ 33,246	
	Equipment Delivery: Distribution Capacitor Banks $	$ 315,648	$ 78,912	$ 236,736	
	Equipment Installation: Distribution Capacitor Banks $	$ 34,851	$ 8,713	$ 26,138	
	Purchase Commitment: Control Enclosure (Not to Exceed 10% of of Purchase Commitment)	$ 31,504	$ 31,504	$ -	
	Equipment Installation: Control Enclosure $	$ 48,377	$ 48,377	$ -	
	Equipment Delivery: Control Enclosure $	$ 162,268	$ 162,268	$ -	
	50% Design Approval $	$ 333,628	$ 333,628	$ -	
	90% Design Approval $	$ 333,628	$ 333,628	$ -	
	Install and Terminate 13.8-kV Medium Voltage Cables $	$ 146,600	$ 146,600	$ -	
	Purchase Commitment: GIS Switchgear (Not to Exceed 10% of Purchase Commitment)	$ 203,440	$ 203,440	$ -	
	Equipment Delivery: GIS Switchgear $	$ 2,034,403	$ 333,642	$ 1,700,761	$ (60,000)
	Equipment Installation: GIS Switchgear $	$ 412,000	$ 412,000	$ -	
	Completion of and approval by On-Site Construction Management during Civil/Site and Below Grade Construction By Others	$ 98,326	$ 98,326	$ -	
	Contractor Mobilization to Site $	$ 19,913	$ 19,913	$ -	
	Install and Terminate Low Voltage and Control Cables $	$ 58,749	$ 58,749	$ -	
	Install Perimeter Fence $	$ 38,913	$ 38,913	$ -	
	Substation Testing and Commissioning $	$ 284,726	$ 284,726	$ -	
	Contractor Demobilization $	$ 19,913	$ 19,913	$ -	
	Retainage (5%) $	$ 699,091	$ 699,091	$ -	
	Purchase Commitment: Power Transformers (Not to Exceed 10% of Purchase Commitment)	$ 207,020	$ 138,013	$ 69,007	
	Equipment Delivery: Power Transformers $	$ 1,779,878	$ 1,186,585	$ 593,293	$ (300,000)
	Equipment Installation: Power Transformers $	$ 89,964	$ 59,976	$ 29,988	
	Purchase Commitment: Substation Structures and Miscellaneous Equipment (Not to Exceed 10% of Purchase Commitment)	$ 40,425	$ 40,425	$ -	
	Equipment Delivery: Substation Structures and Miscellaneous Equipment $	$ 363,825	$ 363,825	$ -	$ (575,000)
	Equipment Installation: Substation Structures and Miscellaneous Equipment	$ 300,000	$ 300,000	$ -	

	Purchase Commitment: Medium Voltage Switchgear (Not to Exceed 10% of Purchase Commitment)	$ 569,304	$ 355,815	$ 213,489	
	Equipment Delivery: Medium Voltage Switchgear $	$ 5,040,429	$ 2,651,266	$ 2,389,163	$ (130,000)
	Equipment Installation: Medium Voltage Switchgear $	$ 170,462	$ 106,539	$ 63,923	
	Install and Terminate 69-kV High Voltage Cables $	$ 100,483	$ 100,483	$ -	
	Subtotal	**$ 13,982,096**	$ 8,626,352	$ 5,355,744	$ (1,065,000)
B	**Demonbreun Substation Removal (ESTIMATE)**				
	Remove Demonbreun substation	$ 25,000	$ 25,000	$ -	
	Remove substation electrical equipment	$ 100,000	$ 100,000	$ -	
	Rework transmission relays at Battlefield and South substations	$ 350,000	$ 350,000	$ -	
	Subtotal	**$ 475,000**	$ 475,000	$ -	
C	**Additional Relocation Work (provided by Convention Center Authority) (ESTIMATE)**				
	Completion of civil/below grade infrastructure necessary for substation equipment installation and energization	$ 1,000,000	$ 1,000,000	$ -	
	Substation Enclosure (type TBD)	$ 750,000	$ 750,000	$ -	
	Subtotal	**$ 1,750,000**	$ 1,750,000	$ -	
D	**Sixth Avenue Tunnel Construction & Installation NES RFP #R4685**				
	Project initiation fee	$ 280,000	$ 280,000	$ -	
	Design and construct Mulberry Street Tunnel Shaft Excavation	$ 968,070	$ 968,070	$ -	
	Design and construct Peabody Street Tunnel Shaft Excavation	$ 444,150	$ 444,150	$ -	
	Design and construct Tunnel	$ 1,630,500	$ 1,630,500	$ -	
	Design and construction of Mulberry Street Tunnel Access Structure including connection with tunnel	$ 996,500	$ 996,500	$ -	
	Design and construction of Peabody Street Tunnel Access Structure including connection with tunnel	$ 447,000	$ 447,000	$ -	
	Design and construct Access Shaft structure(s), tunnel ventilation system, tunnel lighting and low volted electrical system, and installation of permanent tunnel dewatering system	$ 667,000	$ 667,000	$ -	
	Ground water in-flow (during construction)	$ 100,000	$ 100,000	$ -	
	Rock stabilization	$ 15,000	$ 15,000	$ -	
	Permanent Tunnel dewatering equipment	$ 79,000	$ 79,000	$ -	
	Subtotal	**$ 5,627,220**	$ 5,627,220	$ -	
E	**Transmission System Construction & Installation (ESTIMATE)**				
	Furnish and Install 69kV Cable in Tunnel to Peabody Substation	$ 3,000,000	$ -	$ 3,000,000	
	Rebuild Existing Overhead 69kV for distribution	$ 125,000	$ 125,000	$ -	
	Build new Overhead 69kV to extend to tunnel location	$ 750,000	$ 750,000	$ -	

	Remove Existing 69kV Overhead Lines	$ 150,000	$ 150,000	$ -	$ (7,500)
	Subtotal	**$ 4,025,000**	$ 1,025,000	$ 3,000,000	$ (7,500)
F	**Distribution System Duct Bank Construction & Installation (provided by Convention Center Authority) (ESTIMATE)**				
	Design, construction and installation of distribution duct banks and manholes in the following locations	$ 450,000	$ 450,000	$ -	
	Demonbreun from 8th to 7th				
	6th Ave from Demonbreun to KVB				
	5th Ave from Demonbreun to KVB				
	4th Ave from Demonbreun to KVB				
	Two Banks in KVB from 4th to Alley between 6th and 7th				
	Two Banks in 6th from KVB to Peabody				
	Alley between 6th and 7th from KVB to Peabody				
	Peabody from 6th to Alley between 6th and 7th				
	Subtotal	**$ 450,000**	$ 450,000	$ -	
G	**Distribution System Construction & Installation (ESTIMATE)**				
	Replace existing network control cables	$ 316,000	$ 316,000	$ -	$ (15,800)
	Installation of cables and associated electrical equipment	$ 3,541,000	$ 3,445,000	$ 96,000	
	Removal of existing distribution overhead lines	$ 55,000	$ 55,000	$ -	$ (2,750)
	Subtotal	**$ 3,912,000**	$ 3,816,000	$ 96,000	$ (18,550)
	PROJECT TOTAL (including credit for salvage)	**$ 28,680,266**	$ 21,319,572	$ 8,451,744	$ (1,091,050)
	Cost Reimbursed to NES by Convention Center Authority (relocation with credit for salvage)	**$ 18,028,522**			
	Cost of additional relocation work by Convention Center Authority	**$ 2,200,000**			
	Cost of Betterments by NES	**$ 8,451,744**			

Communication and Information
Music City Center

Music City Center Website
www.nashvillemusiccitycenter.com

Nashville Downtown Partnership Park It! Downtown
www.parkitdowntown.com

Twitter Page for Music City Center
www.twitter.com/NashvilleMCC

Questions Regarding the Music City Center Project
musiccitycenter@nashville.gov

Doing Business with Music City Center
www.musiccitycenterdbe.com
Roxianne Bethune: rbethune@nashville-mdha.org

Other MCC Questions
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Metro Water Services
Water Main Replacement Downtown
http://www.nashville.gov/water/projects/downtown.asp