MINUTES OF THE 11th MEETING OF THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY

The 11th meeting of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (CCA) was held on May 6, 2010 at 8:10 a.m., in Room 108-109 at the Nashville Convention Center, Nashville, Tennessee.

AUTHORITY MEMBERS PRESENT: Mark Arnold, Marty Dickens, Ken Levitan, Willie McDonald, Luke Simons, *Mona Lisa Warren, and Leo Waters

AUTHORITY MEMBERS NOT PRESENT: Darrell Drumwright, Vonda McDaniel, and Vice-Mayor Diane Neighbors, Ex-Officio

OTHERS PRESENT: Rich Riebeling, Larry Atema, Charles Starks, Barbara Solari, Mark Sturtevant, Charles Robert Bone, Kristen Heggie, Roxianne Bethune, Peter Heidenreich, Steve Curtis, Gary Schalmo, Mike White, Scott Black, Patrick Holcombe, Debbie Frank, Holly McCall, Kelvin Jones, Natasha Blackshear, Ryan Johnson, Bill Phillips, Lee DeLong, Victor Alexander, and Vincent Alexander

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.

ACTION: Willie McDonald made a motion to approve the 10th Meeting Minutes of April 1, 2010. The motion was seconded by Luke Simons and approved unanimously by the Authority.

Chairman Dickens asked Larry Atema to give an update on flood issues at the construction site.

Mr. Dickens then asked Rich Riebeling for an update on the bond sale and there was discussion.

*Denotes arrival of Mona Lisa Warren

Mr. Riebeling was then asked to talk about the Interlocal Agreement between the City and Convention Center Authority. There was discussion regarding the agreement.

ACTION: Leo Waters made a motion to (a) approve the Interlocal Agreement, wherein the Authority requests the Metropolitan Government provide financial, administrative, management and operational services and agrees to manage, operate and maintain both the Current Center, consistent with the changes discussed this morning (clarification language, FF&E, and existing fund balance), and (b) authorize Chairman Dickens to execute the Interlocal Agreement and take any actions necessary or appropriate to formalize that agreement. (Attachment #1) The motion was seconded by Mark Arnold and approved unanimously by the Authority.

There was additional discussion about the current Convention Center and the Medical Trade Mart.

Mr. Dickens then asked Leo Waters to report on the Construction and Development Committee meeting.

Charles Robert Bone then gave an update on Rocketown. (Attachment #2) There was discussion about Rocketown and the Administrative Settlement and Early Relocation agreement.

ACTION: Willie McDonald made a motion to (a) authorize and approve the Administrative Settlement and Early Relocation Agreement with Rocketown and (b) authorize Mr. Dickens to execute the Administrative Settlement and Early Relocation Agreement and take any actions necessary or appropriate to formalize that agreement. The motion was seconded by Luke Simons and approved unanimously by the Authority.

Next, Mr. Bone was asked to report on Greyhound. There was discussion about the lease, relocation, and renovation.

ACTION: Luke Simons made a motion to (a) authorize and approve the settlement with Greyhound; (b) authorize and approve the lease for the Hansen site; (c) approve the commencement of the renovations to the Hansen site; (d) authorize Bell Clark and its sub-contractors to undertake such work on an expeditious basis; and (e) authorize Mr. Dickens to execute the settlement documents, the lease and take any actions necessary or appropriate to formalize these agreements. The motion was seconded by Mark Arnold and approved unanimously by the Authority.

In Vonda McDaniel's absence, Leo Waters reported on the DBE and Procurement Committee meeting.

Larry Atema was then asked to give an update on the Workforce Development Program. (Attachment #3) Mr. Bone also gave clarification on the amendment needed for the Willis contract. There was discussion.

ACTION: Leo Waters made a motion to (a) authorize and approve an amendment of the Diversity Business Agreement to include the workforce development component in an amount not to exceed $175,000 and (b) allow Mr. Dickens to execute all documents and take any actions necessary or appropriate to formalize that amendment and implementation of the program. The motion was seconded by Willie McDonald and after discussion was approved unanimously by the Authority.

Chairman Dickens then asked Mona Lisa Warren to report on the Marketing and Operations Committee meeting. There was discussion about ensuring that Council is receiving the information they need and want to see.

Mark Arnold was then asked by Mr. Dickens to report on the Finance and Audit Committee meeting. There was discussion about the Metro Independent Internal Auditor and required reporting.

Mr. Atema was asked to give a project update. He shared the process of how invoices are being approved. (Attachment #4) Then he discussed the procurement log. (Attachment #5)

Then Gary Schalmo was asked to report on the project and the concrete package. (Attachment #6)

Charles Robert Bone then gave a summary of the amendment to the Bell Clark Procurement Non-Discrimination Program. There was discussion.

ACTION: Leo Waters made a motion to (a) authorize and approve an amendment to the Bell Clark Agreement to reflect the adoption of the applicable portions of the Procurement Non Discrimination Program contingent upon the Authority receiving and reviewing a copy (Attachment #7) and (b) allowing Mr. Dickens to execute all documents and take any actions necessary or appropriate to formalize and implement that amendment. The motion was seconded by Luke Simons and approved unanimously by the Authority.

Charles Starks was then asked by Chairman Dickens to report on the hotel/motel and Music City Center tax collections for February. (Attachment #6) There was discussion about the flooding and the affect on conventions.

The Authority decided to combine the scheduled June and July CCA meetings into one meeting on June 24th and cancel the May and June committee meetings. Mr. Dickens noted that if they need to schedule a meeting they can.

With no additional business a motion was made to adjourn, with no objection the CCA adjourned at 10:34 a.m.

Respectfully submitted,

Charles L. Starks
Executive Director
Nashville Convention Center

Approved:

Marty Dickens, Chairman
CCA 11th Meeting Minutes
Of May 6, 2010

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into this _____ day of _____ 2010, between, The Metropolitan Government of Nashville and Davidson County, ("Metropolitan Government"), and the Convention Center Authority of The Metropolitan Government of Nashville and Davidson County ("the Authority").

WITNESSETH:

WHEREAS, the Metropolitan Government owns, operates and maintains a convention center ("Current Center") located at 601 Commerce Street in Nashville, Tennessee; and

WHEREAS, on August 18, 2009, the Metropolitan County Council of the Metropolitan Government (the "Council") adopted Resolution No. RS2009-881 approving the formation and corporate charter of the Authority; and

WHEREAS, the Authority is a public nonprofit corporation performing a public function pursuant to the Convention Center Authorities Act of 2009, 2009 Public Acts of Tennessee, Chap. 474 (the "Act" - codified at Title 7, Chapter 89); and

WHEREAS, the Metropolitan Government and the Authority have an interest in the construction of a new Convention Center ("New Center"); and

WHEREAS, upon completion the Authority will own, operate and maintain the New Center in the area south of Broadway in Nashville, Tennessee; and

WHEREAS, under the Act the Authority has the power to employ and contract with financial and other professional experts as may be necessary to provide for the construction, operation and maintenance of any of its projects; and

WHEREAS, under the Act the Metropolitan Government has the authority to assign or loan employees to provide services to the Authority; and

WHEREAS, the Authority has requested that the Metropolitan Government provide, subject to the request, review and approval of the Authority, financial and administrative services for the Authority, including establishing comprehensive financial accounting, vendor payment and payroll systems to assist the Authority with administering its business and financial transactions; and

WHEREAS, the Metropolitan Government has the financial system and staff resources to provide financial, administrative and other services for the Authority through its Finance Department; and

WHEREAS, public funds would be best preserved by management, operation and maintenance of both the Current Center and the New Center by a single entity; and

WHEREAS, the Authority is willing to manage, operate and maintain both the Current Center and the New Center; and

WHEREAS, in order to enable the Authority to fulfill its obligations under Title 7, Chapter 89 of the Tennessee Code Annotated and its Charter, the Metropolitan Government has determined that it will benefit the public welfare to provide certain financial and administrative services to the Authority; and

WHEREAS, pursuant to Tennessee Code Annotated Section 12-9-101, *et seq.*, public agencies in Tennessee have the authority to enter into interlocal and interagency agreements to achieve common objectives subject to the approval of their respective governing bodies; and

WHEREAS, the Metropolitan Government and the Authority wish to enter into such an interlocal agreement authorizing the Metropolitan Government to provide financial, administrative, management and operational services to the Authority subject to the request, review and approval of the Authority.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

SECTION I
DESCRIPTION OF SERVICES

1. Construction Of New Center

a. Duties of the Metropolitan Government. The Authority hereby requests and the Metropolitan Government agrees to provide financial and administrative services to the Authority, subject to the request, review and approval of the Authority, generally and specifically as follows:

The Director of Finance or his designee will:

(i). Maintain accounts and funds on behalf of the Authority; and,

(ii). Properly account for all tax revenues designated to support the construction and operation of the new convention center; and

(iii). Administer the issuance of bonds on behalf of the Authority, including accounting for and transferring tax revenues dedicated to fund the related principal and interest payments on the bonds; and

(iv). Account for and perform administrative duties associated with bond funds held by the trustee and Metro; and

(v). Direct and manage the investment of bond proceeds held in specific funds for debt service reserve, capitalized interest and contruction; and

(vi). Establish and manage all necessary bank accounts; and

(vii). Establish, fund and monitor construction retainage accounts; and

(viii). Perform procurement duties for the Authority as requested; and

(ix). Process payments as approved by the Authority to pay contractors and other vendors providing construction and other services to the Authority; and

(x). Process payrolls for Authority employees as approved by the Authority; and

(xi). Deduct and coordinate the enrollment of dental insurance benefits, optional non-occupational group medical insurance benefits, and voluntary vision benefits with the Human Resources Department for all qualifying Authority employees; however such employees will not be members of the Metropolitan Benefite System; and

(xii). Pay and file taxes as required by the Internal Revenue Service on behalf of the Authority; and

(xiii). Attend project meetings to stay abreast of overall project status and to monitor budget and actual expenditures as reported and managed by the Authority; and

(xiv). Assist with periodic financial reporting of the Authority's activities as needed; and

(xv). Assist with all other financial matters as may be necessary from time to time on behalf of the Authority.

b. Duties of Authority. During the initial term and any extended term of the Agreement, the Authority will:

(i). Conduct its business pursuant to the Act and its Charter.

(ii) Be responsible for all contract management and construction management associated with the construction of the convention center. This includes, but is not limited to, the Authority's obligation to verify the accuracy and appropriateness of all payments, verify the receipt of goods and services in accordance with contracts and construction plans, and maintain detailed records supporting payments made to vendors and contractors. The Authority shall manage all construction and other costs within approved project budgets and report on budget and actual costs and on other construction management progress and issues as may be required by the Metropolitan Government.

(iii). Not use the rights granted under this Interlocal Agreement in any manner that disrupts or adversely affects its duties and responsibilities.

c. Compensation.

(i). The Authority will compensate the Metropolitan Government for the above services in an amount not to exceed $175,000 per fiscal year beginning July 1, 2010 and ending in the fiscal year that the construction on the new convention center is completed and all related construction contracts are closed out.

(ii). In addition, to the extent that the Authority acquires services provided by Metropolitan Government Internal Service Agencies, including but not limited to Information Technology and Fleet Management, the Authority agrees to be billed separately as services are utilized.

2. Operation And Management Of The Current Center

a. Duties of the Metropolitan Government. During the initial term and any extended term of the Agreement, the Metropolitan Government will:

(i). Provide such financial and other assistance and aid to the Authority as shall be necessary and appropriate to provide for the operation of the Current Center, subject to annual appropriation and any limitations of applicable law. The Authority shall obtain the approval of the Metropolitan Government prior to settlement of any claims relating to the operation of the Current Center for which it seeks financial assistance from the Metropolitan Government.

(ii). Include the Current Center within the coverage of the Metropolitan Government's policy or program of property insurance or self-insurance to the same extent as other Metropolitan Government properties.

b. Duties of the Authority. During the initial term and any extended term of the Agreement, the Authority will:

(i). Manage, operate and maintain the Current Center consistent with good business practices used at comparable facilities and such that the facility is is kept in operable condition to maximize revenues generated at the facility.

(ii). Include the Metropolitan Government within the coverage of a policy or program of liability insurance or self-insurance satisfactory to the Metropolitan Government's director of insurance.

(iii). In consultation with the Metropolitan Government's director of finance ("Director") and in compliance with the budget process of the Metropolitan Government, adopt an annual budget for the Current Center indicating all operating expenses, revenues and capital improvements.

(iv). Promptly notify the Director of any substantial damage or necessary emergency repairs to or claims or losses affecting or relating to the Current Center.

c Employees.

(i). Pursuant to Tenn. Code Ann. § 7-89-111, Metropolitan Government employees currently under the direction of the Metropolitan Government's Convention Center Commission shall remain employees of the Metropolitan Government and eligible to participate in the Metropolitan Government's benefit plans but shall be assigned and loaned to the Authority. Any such employee may be reassigned by the Metropolitan Government at its sole discretion or removed, terminated, suspended or otherwise disciplined consistent with the Metropolitan Government's controlling rules of employment.

(ii). Employees of the Authority shall be eligible to participate only in benefit plans created for them and administered by the Authority and shall not be eligible to participate in any benefit plan of the Metropolitan Government except as authorized above. Former employees of the Metropolitan Government who are subsequently employed by the Authority shall retain any accrued pension benefits.

d. Revenues. The existing fund balance for the Current Center shall be transferred to the Director. Operating revenues generated by or at the Current Center shall be deposited in an account designated and managed by the Director. The existing fund balance and any operating revenues shall be used in connection with the operations, management and maintenance duties of the Authority described herein.

e. Personal Property. The furniture, fixtures and equipment of the Current Center shall be transferred to the Authority for its use in operating and maintaining the Current Center, as well as, the New Center.

SECTION II
EFFECTIVE DATE

This Agreement shall not be effective until approved by the governing bodies of both parties, fully executed and filed with the office of the Metropolitan Clerk. It is the intent of the parties that the Effective Date of this Agreement shall be July 1, 2010.

SECTION III
TERM, EXTENSION AND TERMINATION

1 Term and Extension of Agreement. The initial term of this Agreement, and the duties and responsibilities of the parties hereunder, shall begin on the Effective Date and shall extend through the closeout of the construction of the new convention center, unless terminated earlier as provided herein. The term may be extended for three additional terms of five years by the mutual written assent of the parties.

2. Termination. Either party may terminate this Interlocal Agreement at any time by written notice delivered to the other party at least 60 days prior to the effective date of termination.

SECION IV
GENERAL TERMS AND CONDITIONS

1. Notice. All notices, requests, demands, and other communications under this Interlocal Agreement, or in connection therewith, shall be given to or be made upon the respective parties hereto as set forth on the page of this Interlocal Agreement bearing the signature of the duly authorized officers of the Authority and the Metropolitan Government in execution of this Interlocal Agreement, or to such other address and to the attention of such other officer or persons as each of the parties hereto may specify by notice in writing to the other.

2. Force Majeure. No party shall have any liability to any other party hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

3. Governing Law. The validity, construction and effect of this Agreement, and any and all extensions and/or modifications thereof, shall be governed by the laws of the State of Tennessee.

4. Venue. Venue for any litigation arising out of this Agreement shall be in the courts of Davidson County Tennessee.

5. Severability. Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Interlocal Agreement.

6. Modification of Agreement. This Agreement may be modified only by written amendment authorized by the governing bodies of both parties.

7. Maintenance of Records. The books, records, and documents of the Authority, as they relate to any work done or money received under this Agreement, shall be maintained in accordance with the Metropolitan Government's record retention policies, generally for a period of seven (7) years from the date of the final payment, and shall be subject to audit at any reasonable time by the Metropolitan Government, the Metropolitan Auditor, or private audit firms under contract with and representing the Metropolitan Government or the Authority. The records shall be maintained in accordance with generally accepted accounting principles.

8. Entire Agreement. This document and such documents as may be sprcifically incorporated herein contain all of the understandings of the parties with respect to the subject matter of the Agreement.

[*Signature Page to Follow*]

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

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

_____

Karl F. Dean, Metropolitan Mayor

APPROVED AS TO AVAILABILITY OF FUNDS

_____

Richard M. Riebeling, Director of Finance

APPROVED AS TO FORM AND LEGALITY:

_____

Sue B. Cain
Director of Law

ATTEST:

_____

Metropolitan Clerk

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

_____

Chairman

ATTEST:

_____

Secretary

Rocketown Administrative Settlement and Early Relocation

- The Rocketown Property must be demolished in order for the NES Substation to be relocated and the Korean Veterans Boulevard to be widened. In order to keep the substation relocation on schedule, MDHA purchased the Rocketown property. It was originally supposed to be part of the KVB acquisition that won't start until later this summer. When MDHA purchased the property on February 19, 2010 and a move-out date was set for June 20th for Rocketown to vacate the property.

- Once we commenced construction, it has become increasingly difficult for Rocketown to continue daily operations and for us to navigate around them. There are several utility relocations going on around them and we have closed Shirley Street on the north side of their property.

- They recently approached us and the Mayor's office to find ways to ease the inconvenience or find a way for them to move early. In order for them to move early they would need additional relocation funds. The Mayor urged us to find ways to accommodate them.

- In addition, we recognize the important work that Rocketown undertakes [for teenagers experiencing neglect, abuse, poverty, absent parents and normal peer pressures] and we want to ensure that Rocketown is able to continue provide services and opportunities [in arts, music, action sports and mentoring programs for teenagers and their families] from a centralized downtown location

- We have reached – pending Authority approval - an administrative settlement with Rocketown that recognizes the difficult situation we have created around them; that prevents us from having to move them to a temporary location; and recognizes that an early relocation of Rocketown is in the best interests of both parties.

- Therefore, Rocketown has agreed to terminate its lease and vacate the property by May 10th. In order to do so they will have to close for a short period of time. In return the Authority will make an initial payment of $575,000 by June 1st and an additional payment of $400,000 will be made contingent upon Rocketown's ability to raise approximately $400,000.

- As a result, we would like for this Committee to recommend approval of this Administrative Settlement and Early Relocation to the Full Authority.

Convention Center Authority
Surety Assistance/Workforce and Community Development (SAWCD)
Workforce Development Program
May 6, 2010

The Workforce Development component of the SAWCD program is designed to promote the development and placement of unemployed and under-employed minorities, women and other disadvantaged individuals who may or may not have construction-related job readiness skills for employment opportunities with the Music City Center project. The program will encourage majority contractors to utilize program participants during the construction of the MCC. The Workforce Development program creates another resource to help support local job creation through the Music City Center.

Program Implementation:

Alexander and Associates, a MCC consultant currently managing the Surety Assistance component of the SAWCD program, will implement the Workforce Development program working closely with community-based organizations and education/training providers serving Nashville and Middle Tennessee. The program will have a MCC on-site location as well as easily accessible locations in the community.

Program Candidates:

Program candidates are individuals who have expressed interest in employment opportunities through the application process currently underway at the MCC construction site and online at musiccitycenterdbe.com as well as individuals participating in existing construction-related training programs offered by community-based organizations. Program participants will undergo screening and job-readiness training to ensure that individuals recommended for employment are prepared to carry out the job.

Budget:

The budget for the Workforce Development component of the SAWCD program will not exceed $175,000.

Music City CENTER

INVOICE APPROVAL FORM

Company Name: **Invoice No.**

Invoice Date:

Invoice Amount: $

APPROVED BY:

	Name	Signature	Date
☐	Larry Atema, Senior Project & Development Manager		
☐	Roxianne Bethune, Manager - DBE		
☐	Scott Black, Manager – Budget, Finance, Admin.		
☐	Mark Sturtevant, Project Manager		

REVIEWED BY:

	Name	Signature	Date
☐	Kristen Heggie, Manager – Development Analysis		
☐	Debbie Frank, Project Manager – Features, Systems, & Programs		
☐	Joe Cain, Director of Development, MDHA		
☐	Patrick Holcombe, Project Manager – Convention Center		
☐	Mike White, Project Manager - Infrastructure		

Narrative to describe the roles of each person signing the coversheet and what their signature indicates

Larry Atema is the Senior Project Manager for The Convention Center Authority to manage the entire development of the Music City Convention Center. As that, his signature on this form serves as final approval for payments.

Roxianne Bethune is the Manager of the DBE Program for the development of the Music City Convention Center. Her signature on this coversheet indicates that this invoice has been reviewed for its DBE compliance.

Scott Black is the Manager of the Budget, Finance, and Administration. His signature on this coversheet indicates that the invoice has been reviewed in conjunction with the overall project budget and that funds have been allocated in that budget for this payment

Mark Sturtevant is the Project & Development Manager – His review focuses on overall compliance, proper allocation, coding, and general conformance with procurement practices and contract administration

PROJECT MANAGER – Listed below are the specific scope project managers for The Project. These are the individuals who have direct interaction with the scope of work: verify that the scope has been provided, and payment (as described in the attached invoice) is approved
This includes Kristen Heggie, Patrick Holcombe, Mike White, and Debbie Frank

Joe Cain is the Director of Development for MDHA. MDHA is serving The Convention Center Authority in the scope of land acquisition. In this capacity, they are covering both land purchases, along with legal aspects related to land acquisitions. Any aspect that falls within this scope is reviewed and approved by Joe Cain.

5/3/2010

Music City Center - Bell/Clark Construction Procurement Log

Item #	Bid Package Description	Contractor	Amount	DBE Breakdown				Local Material, Labor & Equip.
				MBE Forecast	WBE Forecast	SBE Forecast	Total DBE Forecast	
1.aa	Site Surveying	DSC	$ 29,990.00	-	100%	-	100%	100%
1.ab	Fencing/Barricades	LU	$ 122,957.00	40%	-	-	40%	100%
1.a	Utility Relocations/Temp Service	Summit Constructors	$ 506,000.00	7%	-	16%	23%	100%
1.b	Demo and Abatement	Bomar	$ 267,200.00	30%	40%	30%	100%	100%
2.a	Excavation	Mountain States Construction	$ 5,393,000.00	-	20%	-	20%	100%
3.a	Partial Arena Ramp	CCK Construction	$ 2,986,698.00	5%	26%	-	31%	55%
3.b	Structural Concrete	Ceco	$ 42,550,000.00	23%	-	-	23%	84%
26.a	Temp Electric	Edwards Electric	$ 560,000.00	15%	44%	41%	100%	100%
33.a	Site Utilities	Mountain States Construction	$ 1,185,700.00	-	15%	15%	30%	100%
		Total Awarded to Date	**$ 53,601,545.00**	**$ 10,184,598**	**$ 2,416,266**	**$ 568,575**	**$ 13,169,439.18**	**$ 45,449,531**

Percent of Total Contract Awarded to Date (Less Construction Manager Cost)	**15.4%**
Total DBE Percentage Awarded to Date	**24.6%**

Attachment #5
11th CCA Meeting – 5/6/10

4/23/2010

Music City Center

Procurement Summary

Division1.aa – Site Surveying

Successful Bidder:	**Design & Survey Concepts, LLC** **Nashville, TN**
Contract Amount:	$29,990
Unsuccessful Bidders:	Barge Waggoner Sumner and Cannon - Nashville, TN Thorton - Nashville, TN
Summary of Work:	Provide surveying and field engineering for the project including benchmarks, corners, vertical and horizontal controls. Provide field and office management as needed.
DBE Participation:	100% of contract amount (WBE)
Local Participation:	100% of contract amount

4/23/2010

Music City Center

Procurement Summary

Division 1.ab – Site Fencing/Barricades

Successful Bidder:	**Lu Inc.** **Nashville, TN**
Contract Amount:	$122,957
Unsuccessful Bidders:	Rio Grande Fence - Nashville, TN Bell & Associates - Nashville, TN
Summary of Work:	Provide and install complete site fencing including concrete barricades. Provide swing/roll gates. Provide misc. traffic control/entry/identification signage.
DBE Participation:	40% of contract amount (Minority Business Enterprise)
Local Participation:	100% of contract amount

4/23/2010

Music City Center

Procurement Summary

Division 1.a – Utility Relocations/Temp Service Work

Successful Bidder:	**Summit Constructors, Inc.** **Nashville, TN**
Contract Amount:	$506,000
Unsuccessful Bidders:	Hailey - Nashville, TN Civil Constructors - Nashville, TN
Summary of Work:	Provide and install 12" water main along Demonbreun. Relocation and temporary water and sewer service as needed. Provide and install various runs of NES duct bank including manholes, vaults and conduits. Provide erosion control as needed.
DBE Participation:	23% of contract amount (7% MBE & 16% SBE)
Local Participation:	100% of contract amount

4/23/2010

Music City Center

Procurement Summary

Division 1.b – Demo and Abatement

Successful Bidder:	**Bomar** **Nashville, TN**
Contract Amount:	$267,200
Unsuccessful Bidders:	Tristar of America - Atlanta, GA Environmental Abatement - Nashville, TN SRS/Demo Plus (JV) - Nashville, TN Demtek - Spartanburg, SC First Response - Nashville, TN Midsouth Wrecking - Nashville, TN
Summary of Work:	Demolition of all existing commercial buildings. Provide hazardous abatement as needed. Provide all erosion control as needed.
DBE Participation:	100% of contract amount (30% MBE, 40% WBE & 30% SBE)
Local Participation:	100% of contract amount

4/23/2010

Music City Center

Procurement Summary

Division 2.a – Excavation

Successful Bidder:	**Mountain States Construction** **Nashville, TN**
Contract Amount:	$5,393,000
Unsuccessful Bidders:	Civil Constructors - Nashville, TN Sunrise Contracting - Nashville, TN
Summary of Work:	Provide site mass excavation including rock excavation, drill and blast, blast monitoring and dewatering. Provide all erosion control and temporary entrances. Drill and grout all needed footing uplift bars.
DBE Participation:	20% of contract amount (WBE)
Local Participation:	100% of contract amount

4/23/2010

Music City Center

Procurement Summary

Division 3.a – Bridgestone Truck Ramp

Successful Bidder:	**CCK Construction** **Orlando, FL**
Contract Amount:	$2,986,698
Unsuccessful Bidders:	Roncelli – Detroit, MI McHugh – Chicago, IL Charter - Nashville, TN Baker - Monroe, OH
Summary of Work:	Demolition of existing truck ramp. Form and place structural cast-in place concrete associated with new Bridgestone ramp including foundations, vertical walls, columns, flat slabs, stairs and ramps. Provide crane(s) as needed for portion of work. Provide temporary safety protections including ladders, safety rails, scaffolds and platforms needed for portion of work. Provide and install satellite feed relocation for Bridgestone Arena.
DBE Participation:	31% of contract amount (5% MBE & 26% WBE)
Local Participation:	55% of contract amount

4/23/2010

Music City Center

Procurement Summary

Division 3.b – Structural Concrete

Successful Bidder:	**Ceco Concrete Construction, LLC** **St. Louis, MO**
Contract Amount:	$42,550,000
Unsuccessful Bidders:	Southern Pan/SRS (Joint Venture) – Atlanta, GA/Nashville, TN McHugh – Chicago, IL Baker/Charter (Joint Venture) – Monroe, OH/Nashville, TN CCK Service – Orlando, FL American Pan – Palmetto, GA Roncelli – Detroit, MI
Summary of Work:	Form and place structural cast-in place concrete including foundations, vertical walls, columns, flat slabs, stairs and ramps. Provide, fabricate and erect all precast concrete. Provide six tower cranes and foundations. Provide temporary safety protections including ladders, safety rails, scaffolds and platforms.
DBE Participation:	23% of contract amount (Minority Business Enterprise)
Local Participation:	84% of contract amount

Local Material Breakdown:	19% in Rebar Material 18% in Concrete Material 4% in Cranes 2% in Precast Concrete 1% in small tools, hardware, etc
Local Labor Breakdown:	80% of labor force to be hired locally

4/23/2010

Music City Center

Procurement Summary

Division 26.a – Temporary Electric

Successful Bidder:	**Edwards Electric** **Nashville, TN**
Contract Amount:	$560,000
Unsuccessful Bidders:	Broadway Electric - Nashville, TN Harlan Electric - Nashville, TN Enterprise Electric - Nashville, TN
Summary of Work:	Provide and install all temporary electric needs including; service for 6 tower cranes, lighting for the crane/site and 3 main electrical services.
DBE Participation:	100% of contract amount (15% MBE, 44% WBE and 41% SBE)
Local Participation:	100% of contract amount

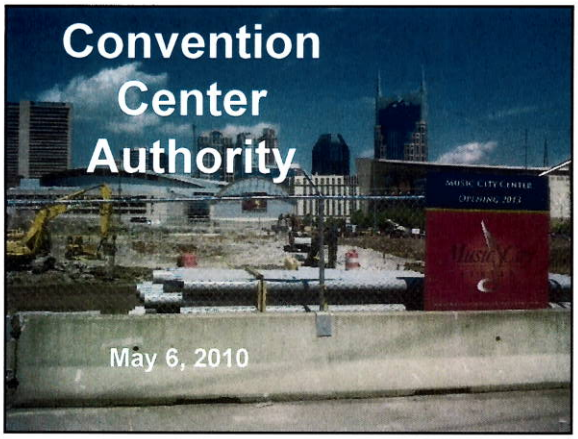
4/28/2010

Music City Center

Procurement Summary

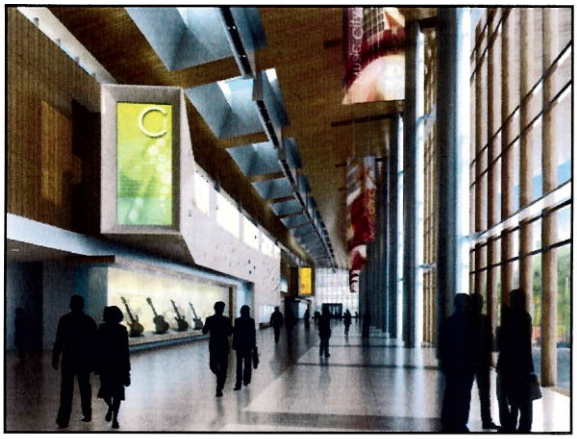
Division 33.a – Site Utilities

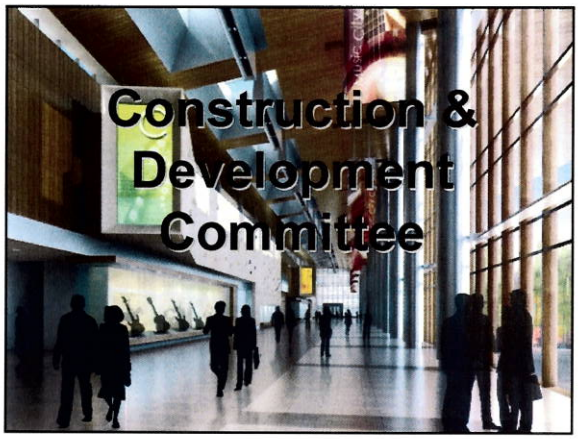
Successful Bidder:	**Mountain States Construction** **Nashville, TN**
Contract Amount:	$1,185,700
Unsuccessful Bidders:	WPM - Grand Blanc, Michigan Summit Constructors - Nashville, TN Civil Constructors - Nashville, TN
Summary of Work:	Provide and install all permanent site utilities including underground water piping, fire service, storm & sanitary sewer, associated excavation and backfill. Provide and install short limits of the underground electrical and telecommunication duct banks.
DBE Participation:	30% of contract amount (15% WBE & 15% SBE)
Local Participation:	100% of contract amount

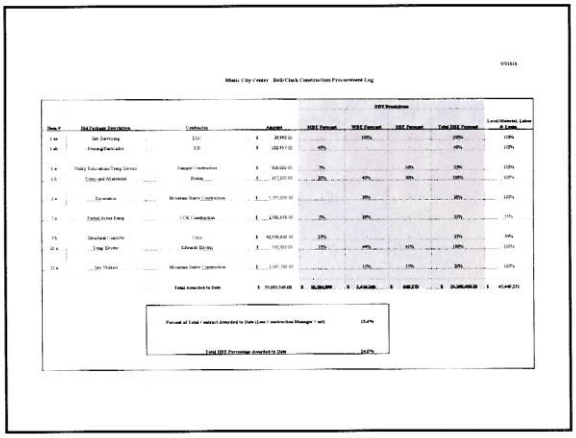


Appeal of Decisions

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.*



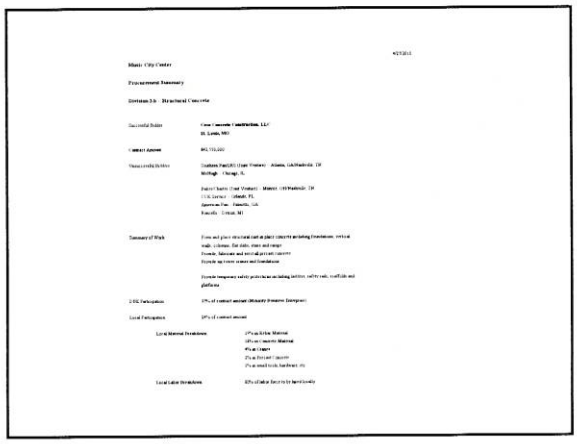




Music City Center - Bid/Check Construction Procurement Log

Item #	Bid Package Description	Contractor	Amount	MBE Percent	WBE Percent	SBE Percent	Total DBE Percent	Local Material, Labor & Equip.
				DBE Breakdown				
1 a	Site Surveying	[illegible]	$ [illegible]		100%		100%	100%
1 ab	Fencing/Barricades	[illegible]	$ [illegible]	40%			40%	100%
1 c	Thaley Education Temp Service	Prosper Construction	$ [illegible]	5%		10%	15%	100%
1 f	Fence and Abatement	Dixon [illegible]	$ [illegible]	20%	45%	35%	100%	100%
2 a	Excavation	Mountain States Construction	$ [illegible]		20%		20%	100%
7 a	Partial Arena Temp	CTK Construction	$ [illegible]	5%	10%		15%	15%
7 b	Structural Concrete	Cecco	$ [illegible]	20%			20%	50%
10 a	Temp Grover	Edwards Roofing	$ [illegible]	15%	45%	45%	100%	100%
11 a	Site Fixtures	Mountain States Construction	$ [illegible]		15%	15%	30%	100%
		Total Awarded to Date	$ [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Percent of Total Contract Awarded to Date (Less Construction Manager Fee)	15.4%
Total DBE Percentage Awarded to Date	14.67%



Music City Center

Procurement Summary

Division 3-b - Structural Concrete

Successful Bidder: Cecco Concrete Construction, LLC
St. Louis, MO

Contract Amount: $[illegible]

Unsuccessful Bidders: Southern Post (DE) (Joint Venture) - Atlanta, GA/Nashville, TN
McHugh - Chicago, IL

Patrick Harris (Joint Venture) - Memphis - [illegible]
CSR Contract - Orlando, FL
Spectra-Tec - Nashville, GA
Rancilio - Detroit, MI

Summary of Work: Form and place structural cast in place concrete including foundations, vertical walls, columns, flat slabs, stairs and ramps
Provide, fabricate and install grout concrete
Provide up cover corners and foundations

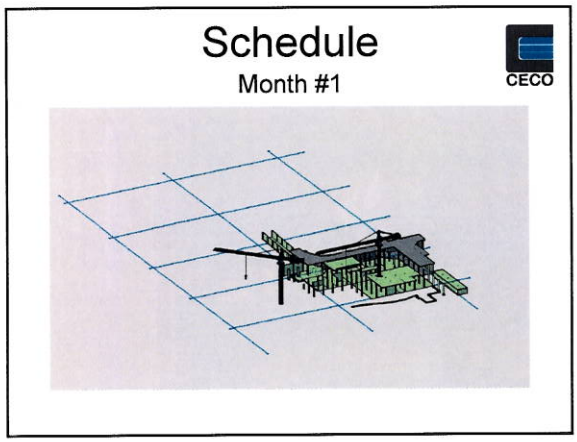
Provide temporary safety protection including lattice, safety rail, scaffolds and platforms

DBE Participation: 27% of contract amount (Minority Owned Enterprise)

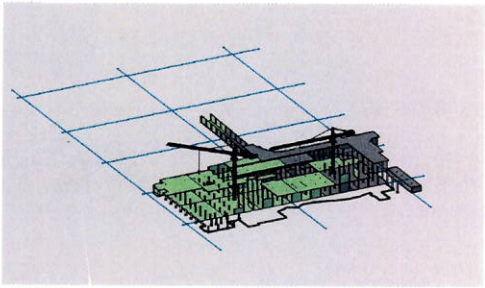
Local Participation: 50% of contract amount

Local Material Breakdown:
- 25% of the Material
- 50% of Concrete Material
- 45% of Rebar
- 2% of Forms
- 2% of Forms of Concrete
- 2% of small tools, hardware, etc

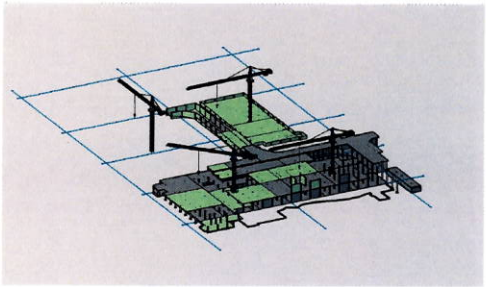
Local Labor Breakdown: 85% of labor force to be hired locally



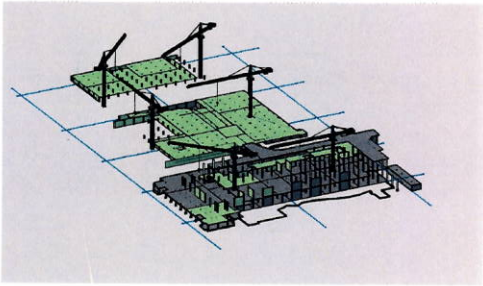
Schedule
Month #2



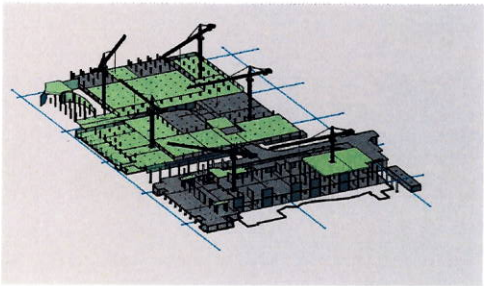
Schedule
Month #3



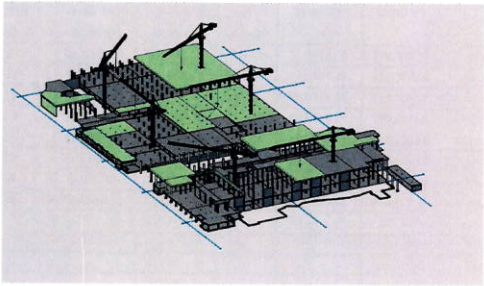
Schedule
Month #4



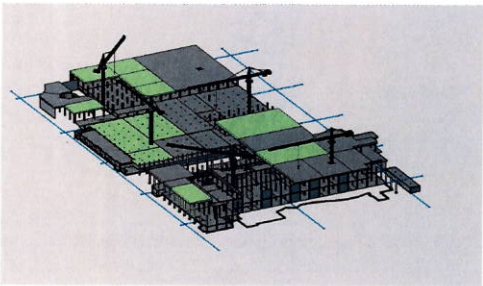
Schedule
Month #5



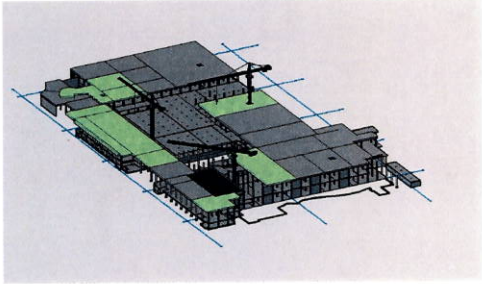
Schedule
Month #6



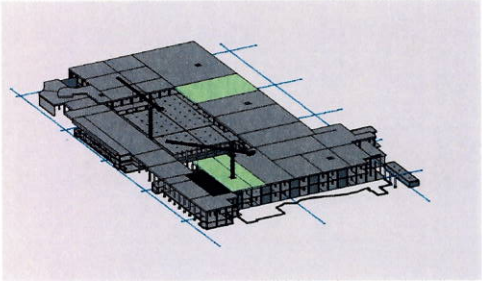
Schedule
Month #7



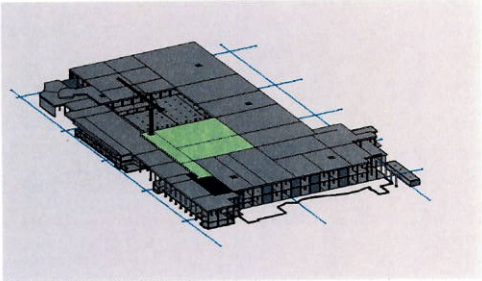
Schedule
Month #8



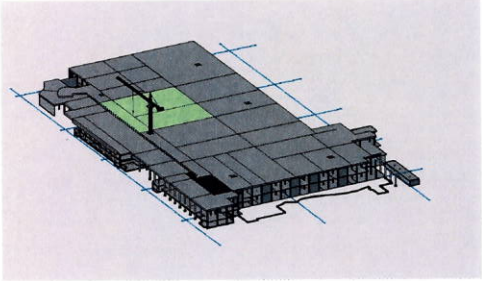
Schedule
Month #9



Schedule
Month #10



Schedule
Month #11



Hotel Tax Collection
As of February 28, 2010

	5% Tax FY 08-09	*5% Tax FY 09-10*	*5% Tax % Change*	*Additional Net MCC Taxes FY 08-09*	*Additional Net MCC Taxes FY 09-10*	*Additional Net MCC Tax % Change*
July	$2,257,815	$1,850,177	-18.05%	$1,370,632	$1,205,046	-12.08%
August	$2,091,987	$1,709,551	-18.28%	$1,300,269	$1,142,065	-12.17%
September	$1,807,532	$1,767,539	-2.21%	$1,094,057	$1,124,542	2.79%
October	$2,426,977	$2,155,206	-11.20%	$1,373,702	$1,303,494	-5.11%
November	$2,032,881	$1,826,391	-10.16%	$1,136,580	$1,097,561	-3.43%
December	$1,839,033	$1,768,126	-3.86%	$1,047,214	$1,066,713	1.86%
January	$1,510,652	$1,450,766	-3.96%	$946,609	$922,269	-2.57%
February	$1,777,679	$1,652,217	-7.06%	$1,058,263	$1,051,840	-0.61%
March	[illegible]			[illegible]		
April	[illegible]			[illegible]		
May	[illegible]			[illegible]		
June	[illegible]			[illegible]		
YTD Total	$15,744,556	$14,179,973	-9.94%	$9,327,326	$8,913,530	-4.44%

These numbers are still subject to change by Metro/Division of Accounts Auditors.

Music City Center Tax Collection

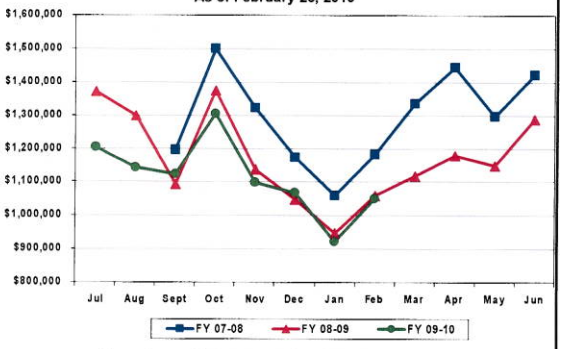
February 2009 vs. 2010

	2009	2010	Variance
Gross 1% Occupancy Tax	$355,536	$330,443	-7.06%
Secondary TDZ 1%	($83,055)	($73,524)	-11.48%
Net 1% Occupancy Tax	$272,481	$256,920	-5.71%
$2 Room Tax	$707,592	$695,363	-1.73%
Contracted Vehicle	$30,315	$27,060	-10.74%
Rental Vehicle	$47,875	$72,497	51.43%
Total February	$1,058,263	$1,051,840	-0.61%

These numbers are still subject to change by Metro/Division of Accounts Auditors.

MCC Net Tax Collections

As of February 28, 2010



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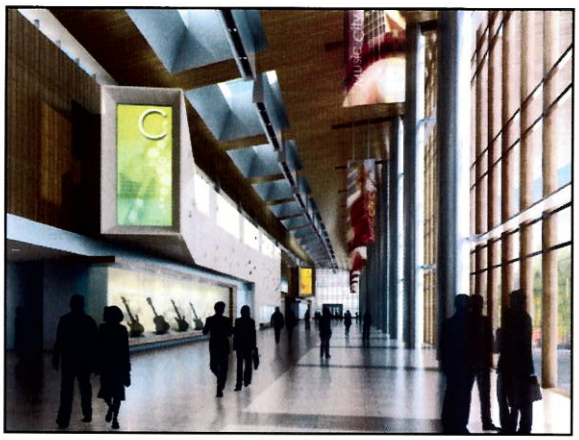

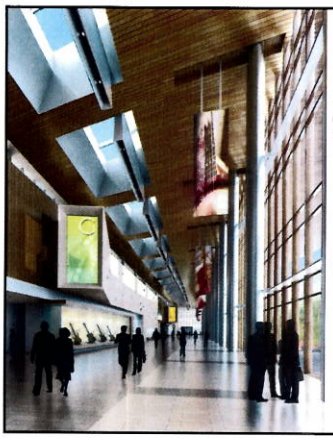

Convention Center Authority

May 6, 2010

AMENDMENT NO. 3 TO THE CONSTRUCTION MANAGEMENT AGREEMENT BETWEEN THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND BELL/CLARK, A JOINT VENTURE

THIS THIRD AMENDMENT (this "Amendment") is entered into this _____day of May, 2010, by and between **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the "Convention Center Authority") and **BELL CLARK, A JOINT VENTURE** (the "Construction Manager").

W I T N E S S E T H:

WHEREAS, the Metropolitan Development and Housing Agency ("MDHA") and Construction Manager, pursuant to MDHA's request for proposal and procurement process, entered into that certain contract for construction management services on or about September 1, 2009 (together with all exhibits, addenda, and amendments thereto, the "Contract"), pursuant to which Construction Manager was to provide construction management services for the Music City Convention Center project (the "Project");

WHEREAS, the Construction Manager acknowledges that it is required to manage and produce a successful diversified business enterprise result as, in part, set forth in Section 21.8 of the Contract, and agrees to assist Small, Minority-Owned, and Woman-Owned Business Enterprises in doing business with the Convention Center Authority;

WHEREAS, the Convention Center Authority adopted its Procurement Policy (the "Procurement Policy") on or about February 4, 2010, which included a Procurement Nondiscrimination Program;

WHEREAS, the Convention Center Authority accepted the assignment of the Contact from MDHA effective as of February 4, 2010; and

WHEREAS, the Convention Center Authority and Construction Manager desire and intend that the Contract be modified and amended in accordance with the terms of this Amendment.

In consideration of the duties, covenants and obligations of the other hereunder and under the Contract, and for other good and valuable consideration, the Convention Center Authority and Construction Manager hereby agree as follows:

1. DEFINED TERMS. Except to the extent to which the same may be defined herein, all capitalized terms used herein shall have the same meaning ascribed to them in the Contract.

2. NON-DISCRIMINATION PRACTICE. The Construction Manager hereby adopts and agrees to adhere to Article VIII of the Convention Center Authority's Procurement Policy, including those certain non-discrimination practices and equal employment opportunity requirements as, in part detailed in Section 8.1, as follows:

> It is declared to be the policy of the Convention Center Authority that any Person contracting for building and Construction projects or furnishing supplies or Services to the Convention Center Authority, and to which any funds of the Convention Center Authority are expended, shall establish equal employment opportunities for all individuals so that no individual shall be excluded from employment by such persons because of race, creed, color, national origin, age or sex, and to ensure compliance with all applicable laws concerning the employment of individuals with disabilities. Any Person so contracting for building and Construction projects, or furnishing supplies or Services to the Convention Center Authority, wherein any funds of the Convention Center Authority may be appropriated or expended to such Person, shall not subscribe to any personnel policy which permits or allows the promotion, demotion, employment, dismissal or laying off of any individual due to his race, creed, color, national origin, age or sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

3. PROCUREMENT NON-DISCRIMINATION PROGRAM. Construction Manager recognizes that it is the policy of the Convention Center Authority to promote full and equal business opportunities for all persons doing business with the Convention Center Authority by increasing the purchase of goods and services from minority and women owned businesses within the Nashville Metropolitan Statistical Area. As a part of its Procurement Policy, the Convention Center Authority adopted a Procurement Nondiscrimination Program, based on the Metropolitan Government of Nashville and Davidson County's Procurement Nondiscrimination Program (as set forth by the Metropolitan Code, Chapter 4.46). With respect to the Project, Construction Manager hereby agrees to adhere to, and require its subcontractors to adhere to, the Procurement Nondiscrimination Program, as clarified and set forth in relevant part, and as applicable, on Exhibit A. All capitalized and/or defined terms used therein shall have the same meaning ascribed to them in the Convention Center Authority's Procurement Policy.

4. RATIFICATION; FULL FORCE AND EFFECT; ENTIRE AGREEMENT. In the event any of the terms or provisions of this Amendment conflict in any way with any of the terms or provisions of the Contract, the applicable terms and provisions of this Amendment shall control. Except as amended hereby, all terms, provisions and conditions of the Contract shall remain in full force and effect. The Contract, as amended hereby, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no further modification or alteration of the Contract in any respect shall be binding unless evidenced by an agreement in writing signed by the Convention Center Authority and Construction Manager.

[Signature page follows.]

IN WITNESS WHEREOF, the Convention Center Authority and Construction Manager hereby execute this Amendment on the first date set forth above, to be effective as of the first day written above.

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

By: _____
Board Chair

Date: _____

BELL/CLARK, A JOINT VENTURE

By: _____

Name: Gary Schalmo

Title: Senior V.P., Clark Construction
Managing Partner, Bell/Clark, a Joint Venture

Date: _____

EXHIBIT A

Business Assistance Office (BAO). For purposes of this Contract and the Project's construction activities, the Convention Center Authority, acting through its Board of Directors, has designated Roxianne Bethune, Diversity Business Enterprise Manager for the Project, to serve as and perform the functions of the Business Assistance Office ("BAO") (as set forth in Section 4.46.030 of the Procurement Policy) and be primarily responsible for monitoring and enforcing the Procurement Nondiscrimination Program (hereinafter the "Program"). In addition, the BOA shall promulgate certain forms from time to time to ensure that the Construction Manager and its subcontractors comply with the diversified business enterprise requirements of the Contract and Procurement Policy. The Construction Manager has partnered with Harmony Construction Group, LLC to administer and facilitate diversity business enterprise participation at all levels of the construction process and otherwise work with the BAO.

MWBE Designation. In addition to the certifying agencies set forth in the Contract, the BAO may accept certification of a MWBE from another government or private entity having certification standards at least as stringent as those created in this chapter.

4.46.070 Bid requirements. No Bid submitted for work within the scope of the Program shall be considered responsive unless it includes each of the following documents:

A. Covenant of Non-Discrimination. Each Bidder must submit a duly executed and notarized Covenant of Non-Discrimination. This written instrument shall contain promises, averments and/or affirmations made by the Bidder:

(1) To adopt the policies of the Authority relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;
(2) To attempt certain good faith efforts to solicit MWBE participation on projects and contracts in addition to regular and customary solicitation efforts;
(3) Not to otherwise engage in discriminatory conduct;
(4) To provide a discrimination-free working environment;
(5) That this Covenant of Non-Discrimination shall be continuing in nature and shall remain in full force and effect without interruption;
(6) That the Covenant of Non-Discrimination shall be incorporated by reference into any contract or portion thereof which the Bidder may hereafter obtain; and
(7) That the failure of the Participant to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract.

B. Statement of Written Notification to MWBEs. Each Bidder must provide a statement that the Bidder has delivered written notice to at least three available certified MWBEs if use of MWBEs is reasonable and if BAO can provide at least three MWBEs for the applicable category. Upon request, names, addresses, and

telephone numbers for available MWBEs shall be provided by the BAO for each potential subcontracting or supply category in the solicitation. In addition, a Bidder must deliver written notice to all individuals or entities requesting information on the solicitation. The written notice sent to potential subcontractors or vendors shall contain the following:

(1) Sufficient information about the plans, specifications, and relevant terms and conditions of the solicitation to permit development of an understanding of work requirements. This may include information about the work that will be subcontracted or the goods that will be obtained from subcontractors and suppliers;
(2) A contact person knowledgeable of the project documents within the Bidder's office to answer questions about the conditions of the contract;
(3) Information regarding the Bidder's bonding requirements, if applicable;
(4) The deadline for submission of price quotations.

[The information required by this Subsection B shall be provided pursuant to Schedule G-2001 (attached).]

C. Statement of Subcontractors. Each Bidder shall submit a Statement of tier Subcontractors. The Statement shall include each successful tier subcontractor's name, race, gender, national origin, business location, work to be performed, total and individual dollar value of the scope of work, and percentage attributable to each tier subcontractor.

[The information required by this Subsection C shall be provided pursuant to Schedule G-2003 (attached).]

D. Statement of Interested Subcontractors/Vendors. Each Bidder shall submit a Statement of Interested Subcontractors/Vendors that shall include each individual or entity requesting information about the project or solicited for participation on the project. The list of subcontractors shall include those persons who did not actually submit a price quotation or a bid, rather just requested information. The statement shall include the individual's or entity's name, race, gender, national origin, business location, and information requested.

[The information required by this Subsection D shall be provided pursuant to Schedule G-2001 (attached).]

E. Statement of Bid Proposals/Price Quotations. Each Bidder shall submit a Statement of Bid Proposals/Price Quotations. The Statement shall include each potential tier subcontractor's vendor's name, race, gender, national origin, business location, work requested to be performed, and price quotation and/or bid.

[The information required by this Subsection E shall be provided pursuant to Schedule G-2003 (attached).]

F. Letter of Intent to Perform as a Subcontractor/Joint Venture. In the event that a Bidder or Participant proposes to use DBE subcontractors or DBE joint ventures if awarded a contract for the Project, such Bidder shall be required to submit to the BAO a letter of intent signed by both the DBE subcontractor/joint venturer and Bidder. This form is to be completed and submitted by the apparent successful Bidder by the end of the tenth business day following issuance by the Purchasing Agent of a notice of award of contract.

[The information required by this Subsection F shall be provided pursuant to Schedule G-2004 (attached).]

G. Other Information and Data. The BAO may request additional information and data prior to a contract award. This information may include, without limitation, information regarding business ownership of all subcontractors to be utilized on the project, all of which shall reflect the race, gender, ethnic origins, location, and structure of the identified businesses, in order to be eligible for contract award. The BAO may declare any Bid non-responsive upon failure or refusal of the Bidder to provide information and data required by this Program and requested by the Authority pursuant to this paragraph.

H. Reporting Subcontractor Substitution or Replacement. The Construction Manager or prime contractor, as applicable, shall report any replacements or substitutions of the use of DBE subcontractors to the BAO in advance of making the substitution. For reporting purposes, the prime contractor shall report to the BAO statistical data pertaining to the new subcontractor, including race, gender, national origin, and business location.

[The information required by this Subsection H shall be provided pursuant to Schedule G-2005 (attached).]

4.46.080 Good faith efforts.

A. Good Faith Efforts. In addition to regular and customary solicitation processes for contacting potential subcontractors and/or vendors, all Bidders are required to:

(1) Make efforts to include MWBEs in the procurement process;
(2) Make efforts to ensure that businesses are not discriminated against on the basis of race, ethnicity or gender;
(3) Ensure that prospective subcontractors, vendors, suppliers and others are not denied opportunities to compete for work on the Project on the basis of their race, ethnicity, or gender;
(4) Afford all firms, including those owned by racial or ethnic minorities and women, opportunities to participate in the Project to the extent of their availability, capacity and willingness to compete;
(5) Demonstrate compliance with these Program requirements with appropriate documentation submitted with their Bids;
(6) Maintain for a minimum of three years after Substantial Completion of the Project detailed records, including correspondence and responses

thereto, regarding the Project, and other relevant papers required by the Program or Section 4.12.180.

B. Methods of Demonstrating Good Faith Efforts. Bidders shall demonstrate Good Faith Efforts by demonstrating efforts that may include, but are not limited to, the following:

(1) Attending informational meetings to update potential subcontractors or vendors of subcontracting or supply opportunities.
(2) Dividing the contract, in accordance with normal industry practice, into small, economically feasible segments that could be performed by a MWBE. Under no circumstances, however, shall a Bidder segment work solely for the purpose of utilizing MWBEs as subcontractors where such segmentation is not in accordance with common and accepted industry practices relating to the utilization of other firms as subcontractors.
(3) Providing a written explanation for rejection of any potential subcontractor or vendor to the Bidder, including the name of the firm awarded the subcontract or supply agreement. The BAO will maintain these records and make same available to any subcontractor or vendor rejected by the Bidder.
(4) Providing a non-discriminatory work site. Maintaining a work environment free of harassment, intimidation and coercion at all construction sites, offices and other facilities at which the Bidder's employees are assigned to work. The Bidder shall specifically ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the Bidder's obligation to maintain a non-discriminatory work environment.
(5) Soliciting specific individual MWBEs whose availability as potential sources of goods or services can be reasonably ascertained. This measure includes sending letters or making other personal contacts with specific certified MWBEs including those that the Bidder has contracted with in the past as well as other MWBEs with which the Bidder may be unfamiliar, but whose identities can be ascertained from a directory of certified MWBEs maintained by the BAO.
(6) Sending letters or making other personal contacts with other programs as well as private trade associations in the Nashville Metropolitan Statistical Area ("MSA") which are known to publicize contracting and procurement opportunities for the benefit of their respective associates and/or members.
(7) Advertising in trade publications of general circulation in the MSA. The advertisement shall identify and describe the specific subcontracting or other opportunity in reasonable detail.
(8) Following up initial solicitations by contacting potential subcontractors or vendors to determine, with certainty, whether these firms are interested in participating on the contract.
(9) Thoroughly investigating the potential subcontractor or vendor's capabilities in good faith.
(10) Providing reasonable assistance to a MWBE in need of equipment, supplies, bonding, letters of credit and/or insurance.

(11) Providing reasonable technical assistance to MWBEs to ameliorate any deficiencies of technical knowledge or advance skill, where such assistance is undertaken by the Bidder to facilitate the MWBE's successful participation on a project or contract.

[The information required by this Subsection B shall be provided pursuant to the Good Faith Efforts form (attached).]

4.46.090 Evaluation of bid for program compliance.

A. Bids submitted to the Construction Manager in response to a solicitation issued by the Construction Manager shall include the documents required by Sections 4.46.070 and 4.46.080 (as attached). The Construction Manager shall timely forward information regarding its recommended Bidder to the BAO. The BAO shall then on a timely basis evaluate whether it believes the Bidders have engaged in and adequately documented its Bid efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has met the criteria of the Program including the use of Good Faith Efforts. Upon confirmation of compliance by the BAO to the Construction Manager, the Construction Manager shall proceed to award a contract upon concurrence with the BAO confirmation.

B. If the BAO's analysis suggests that the Construction Manager's recommended Bidder has failed to comply with the good faith or other requirements of the Program, the BAO shall send written notice to the Construction Manager. The notice shall set forth with particularity the reasons for the questioning of non-compliance and shall schedule a conference at which the issue may be reviewed with the Construction Manager and/or Bidder. The Bidder shall be permitted to present any additional materials relevant to the question of non-compliance for consideration. If, after the conference and upon consideration of all relevant materials, the BAO is convinced that the Bidder is in fact compliant with the requirements of this chapter, the BAO shall notify the Construction Manager, who shall proceed with an award of contract upon concurrence with the BAO recommendation. If the BAO concludes that the Bidder is not compliant with the requirements of this chapter, the BAO shall so notify the Construction Manager, who shall, upon concurrence with the conclusion, reject that Bidder's Bid, identify another Bidder as the recommended Bidder, and forward that recommendation to the BAO. The BAO shall then proceed to evaluate the Bid submitted by the new recommendation. If the BAO and the Construction Manager are unable to concur on the question of non-compliance, the matter shall be referred to the Authority's DBE and Procurement Committee for a determination.

Sanctions and penalties for non-compliance. The Authority reserves and retains all rights to recommend and/or enact appropriate mechanisms to enforce the provisions of its Procurement Policy and this Program, in consultation with the Construction Manager and BAO, through suspension, debarment or sanction in the event there is evidence of specific conduct that is inconsistent with or in direct contravention of the applicable provisions of this Program.