

Contract Amendment Abstract

A Matter #: A-38203

Contract Amendment Information

Contract Title: Centennial Park Master Plan Design & CEI Services

Amendment/Acknowledgement Summary: Amendment extends Contract Term for an additional sixty (60) months from May 9, 2018, increases the contract value, and adds the Iran Divestment Act.

Contract Number: 318415 Amendment/Acknowledgement Number: 1Solicitation Number: 178186Type of Contract/PO: Multi-Year Contract Selection Method: RFQ (AE)Contract Start Date: 05/10/2013 Contract Expiration Date: 05/09/2023Previous Estimated Contract Life Value: \$4,000,000.00Amendment/Acknowledgement Value: \$6,000,000.00New Estimated Contract Life Value: \$10,000,000.00Procurement Staff: Matt Dillinger BAO Staff: Joe Ann CarrDepartment(s) Served: Metro Parks Fund: 40118 BU: 40402118

Contractor Information

Contracting Firm: Nelson Byrd Woltz LLCAddress 1: 408 Park StreetAddress 2: City: Charlottesville State: VA Zip: 22902Company Contact: Tim Popa Email Address: tpopa@nbwla.comPhone #: 434-984-1358 E1#: 129647Contract Signatory: Thomas Woltz Email Address: twoltz@nbwla.com

Subcontractor Information

Small Business Program: SBE SDV Amount: 77.62%Procurement Nondiscrimination Program: MWBE Participation Amount: 8.00%Disadvantaged Business Enterprise: No Amount: 0%



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 318415
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND NELSON BYRD WOLTZ, LLC**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and NELSON BYRD WOLTZ, LLC, located in Nashville, TN.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated May 10, 2013, Metro Contract numbered 318415, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment effects the following changes to the contract as detailed as detailed below:

1. Extend the Contract Term for an additional sixty (60) months to allow time for the Contractor to complete future design phase of the Centennial Park Master Plan. One of the fundamental objectives of the master plan is to create a coherent design for Nashville's most iconic urban park. For this reason, it is essential that the Contractor retained to provide a unified design approach and vision throughout the various future phases of work. The Contractor's project knowledge is vital to ensure successful completion during future construction phases (2, 3, and the Children's Memorial project). Extend the Contract Term for an additional sixty (60) months beyond May 9, 2018.
2. Add the Iran Divestment Act Language as follows:

"In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts."
3. As a result of this amendment, the contract value will increase by \$6,000,000.00 for a revised contract value of \$10,000,000.00.

This amendment shall not be binding upon the parties until it has been signed first by the CONTRACTOR and then by the authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

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Metropolitan Attorney

Contract Number 318415

Amendment Number #1

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

CONTRACTOR

APPROVED AS TO PROJECT SCOPE:

Monique Odom
Dept. / Agency / Comm. Head or Board Chair.

DS
JG
Dept. Fin.

Nelson Byrd Woltz Landscape Architects
Company Name

**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**

Michelle A. Hernandez Lane
Purchasing Agent

DS
MD
Purchasing

DocuSigned by:
Thomas Woltz
Signature of Company's Contracting Officer
9E61A372463E4E2...

Thomas Woltz
Officer's Name

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lopez O'drial AN
Director of Finance OMB

DS
GLM
BA

Owner
Officer's Title

APPROVED AS TO FORM AND LEGALITY:

Macy Jont Andrews BC
Metropolitan Attorney Insurance

Metropolitan Mayor COO

ATTESTED:

Metropolitan Clerk Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

POLICY NUMBER: BA-3623M252-17-GRP

COMMERCIAL AUTO
ISSUE DATE: 04-03-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION THAT YOU ARE
REQUIRED TO INCLUDE AS ADDITIONAL
INSURED ON THE COVERAGE FORM IN A
WRITTEN CONTRACT OR AGREEMENT THAT IS
SIGNED AND EXECUTED BY YOU BEFORE THE
"BODILY INJURY" OR "PROPERTY DAMAGE"
OCCURS AND THAT IS IN EFFECT
DURING THE POLICY PERIOD.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Metropolitan Government of Nashville and Davidson County

Subcontractor Report (List all subcontractors)

Note: MBE = Minority-owned business, WBE = Woman-owned business, SBE = Small business, SDV = Service Disabled Veteran-owned business, DBE = Disadvantaged businesses for Federally Funded Projects.

Your Firm's Name: **Nelson Byrd Woltz LLC**

Solicitation Title:

Solicitation Number:

Date: **23-Feb-18**

Subcontractor (Firm Name)	Address	City	St	Zip	Contact Name	Email	Phone #	MBE	WBE	SBE	SDV	DBE	Work to be Performed	Estimated % of Total Contract
PHASE 1,2,3														
Nelson Byrd Woltz LLC	310 East Market Street	Charlottesville	VA	22902	Tim Popa	tpopa@nbwla.com	434-984-1358	No	No	Yes	No	No	Phase 1,2,3 - Landscape Architecture	42.50
Hodgson Douglas	120 29th Avenue South	Nashville	TN	37212	Richie Jones	rljones@hodgsondouglas.com	615-327-4447	No	No	Yes	No	No	Phase 1,2,3 - Landscape Architecture (local)	23.65
BDY Environmental	2607 Westood Drive	Nashville	TN	37204	Dave Cour	dcour@bdy-inc.com	615-460-9797	No	No	Yes	No	No	Phase 1 & 2 - Pond and Stream Hydrology	0.75
Princeton Hydro	120 East Uwchlan Avenue, Ste. 204	Exton	PA	19341	Kristina Peacock-Jones	kpeacock@princetonhydro.com	908-237-5660	No	No	Yes	No	No	Phase 1 & 2 - Pond and Stream Hydrology	1.02
Rico Associates	92 Lake Street	Shrewsbury	MA	01545	Vince Rico	vricola@aol.com	508-842-4948	No	No	No	No	No	Phase 1,2,3 - Specifications	0.49
Sherwood Design Engineers	58 Malden Lane, 3rd Floor	San Francisco	CA	94108			415-677-7300	No	No	No	No	No	Phase 1 & 2 - Civil Engineers	0.14
Ashworth Environmental Design	919 Caruthers Avenue	Nashville	TN	37204	Carol Ashworth	carol@ashworthenvironmental.com	615-385-0112	No	Yes	Yes	No	No	Phase 1 & 2 - Environmental Graphic Design	0.14
Power Management Corp	60 Music Square East, Ste. 300	Nashville	TN	37203	Lisa Ballard	lballard@powermgmt.com	615-983-6949	No	No	Yes	No	No	Phase 1,2,3 - MEP Engineers	1.97
Acoustical Dimensions	145 Huguenot Street, Suite 406	New Rochelle	NY	10801				No	No	No	No	No	Phase 1 & 2 - Acoustical Engineers	0.13
Wilmut Inc.	3102 West End Ave, Ste. 400	Nashville	TN	37203			615-385-1220	No	Yes	Yes	No	No	Phase 1 & 2 - Sustainability Consultant	0.23
WisEngineers	214 Overlook Circle, Ste. 2001	Brentwood	TN	37027	Frederick A. Weis Jr	fred@wisengineers.com	615-953-9474	No	Yes	Yes	No	Yes	Phase 1,2,3 - Structural Engineers	0.97
SBLD Studio	132 W 36th Street	New York	NY	10018	Susan Brady	sbrady@sblstudio.com	212-871-9555	No	No	No	No	No	Phase 1 & 2 - Lighting Design	0.12
Thornton & Associates Inc	1205 S Graycroft Ave	Madison	TN	37115	Eryl Thornton		615-865-1913	No	No	Yes	Yes	Yes	Phase 1 & 2 - Surveying	0.08
Professor Scott Torreano	Department of Earth and Environmental Systems, University of the South	Sewanee	TN	37383	Scott Torreano, PhD	storrean@sewanee.edu	931.598.1000	No	No	No	No	No	Phase 1,2,3 - Forestry	0.29
Connico Inc.	2594 N Mount Juliet Rd	Mount Juliet	TN	37122	Connie S Gowder	connie.gowder@connico.com	615-758-7474	No	Yes	Yes	No	No	Phase 1,2,3 - Cost Estimator	2.97
Civil Site Design Group	2305 Kline Ave, Ste. 300	Nashville	TN	37211	Kevin Gangaware	KevinG@civil-site.com	615-248-9999	No	No	Yes	No	No	Phase 1,2,3 - Civil Engineers	3.34
Liquid Studio Fountain Design	P.O. Box 1060 / 173 Pine Lake Drive	Etowah	NC	28729	Norman R. Herrmann		704-998-3730	No	No	No	No	No	Phase 1 - Fountain Design	0.07
Bohlin Cywinski Jackson	8 West Market Street	Wilkes-Barre	PA	18701			570-825-8756	No	No	No	No	No	Phase 1 - Architects	0.33
Golf Management Group	5210 Maryland Way	Brentwood	TN	37207	Lynn Ray	lraymg@raskinco.com	615-373-9400	No	No	No	No	No	Phase 2,3 - Turf Consultant	0.53
Prevost Stamper Inc.	PO Box 470431	Celebration	FL	34747	Michael Prevost	mike@designpsi.com	407-566-9009	No	No	No	No	No	Phase 2,3 - Irrigation	0.31
Tillett Lighting Design Associates	15 Malden Lane, Ste. 508	New York	NY	10038	Linnaea Tillett PhD	linnaea@tilletlighting.com	212-766-0144	No	Yes	No	No	No	Phase 2,3 - Lighting Design	3.69
Lake Flato Architects	311 3rd Street	San Antonio	TX	78205	Tenna Florian	tflorian@lakeflato.com	210-679-2334	No	No	No	No	No	Phase 2,3 - Architecture	8.39
Architectural Engineers Collaborative	3800 North Lamar Blvd, Ste. 330	Austin	TX	78756	Chuck Naeve	cnaeve@aecollab.com	512-472-2111	No	No	No	No	No	Phase 2,3 - Structural Engineers	1.66
Steven Durr Designs	4117 Hillsboro Pike, Ste. 103-147	Nashville	TN	37215	Steve Durr	steve@stevendurr.com	615.383.1580	No	No	No	No	No	Phase 2,3 - Acoustics	0.12
Geotek Engineering Company	2909 Elizabeth Street	Nashville	TN	37211	John Rami Mishu	info@geotekn.com	615.833.3800	No	No	No	No	No	Phase 2,3 - Geotechnical Engineers	0.43
RPM Transportation Consultants (a division of KCI Technologies)	1101 17th Avenue South	Nashville	TN	37212	Robert P. Murphy	Robert.Murphy@kci.com	615-559-0170	No	No	No	No	No	Phase 2,3 - Transportation M	0.83
Miscellaneous Consultants								Select	Select	Select	Select	Select	Phase 1,2,3	0.95
Collier Engineering SiteWorks	5560 Franklin Pike Circle 150 West 28th Street, Ste. 605	Brentwood New York	TN NY	37207 10001	Michael Pavin Christina Cordero	michael.pavin@collierengineering.com ccordero@siteworkscm.com	615-429-4253	No No	No No	No No	No No	No No	Phase 3 - Parks Project Management Services Consulting Phase 3 - Cost Estimation	4.00 0.50
Total													Phase 1,2,3	100.00

Troup, Terri (Finance - Procurement)

From: Netsch, Tim (Parks)
Sent: Wednesday, January 17, 2018 9:37 AM
To: Finance – Procurement Resource Group
Cc: Lane, Michelle (Finance - Procurement); Troup, Terri (Finance - Procurement)
Subject: Contract 318415 - Nelson Byrd Woltz, Centennial Park

Categories: Matt

I am writing to request an extension or renewal of the above contract.

The contractor is Nelson Byrd Woltz (NBW), the landscape architecture firm that is designing the various phases of implementation of the Centennial Park Master Plan. One of the fundamental objectives of the master plan is to create a coherent design for Nashville’s most iconic urban park. For this reason, it is essential that we retain a unified design approach and vision throughout the various phases of work which can only be accomplished by continuing to work with NBW. Furthermore, having just completed the design of Phase Two, we will get in the queue for construction bidding within weeks. This construction phase will extend beyond the expiration of the existing contract. Also this spring we will launch design of Phase Three and an a la carte project, the Children’s Memorial, which will also extend through the expiration date.

Additional future phases of work are expected beyond the above projects. For these reasons, we request a five-year extension of the contract at a value of \$6,000,000. Ultimately, the bulk of these funds will come from future BUs, but existing BUs that will be tied to this contract include 40403017, 40402118 as well as private funds to be deposited into a Metro BU on award of a contract for the construction of Phase Two.

Please let me know if you need additional information in order to assess this request. Thank you.

Tim Netsch
Assistant Director
Metropolitan Board of Parks & Recreation
Planning & Facilities Development Division
P.O. Box 196340
Nashville, Tennessee 37219-6340
615-862-8400 p

Physical address:
511 Oman Street
Nashville, Tennessee 37203

Troup, Terri (Finance - Procurement)

From: Netsch, Tim (Parks)
Sent: Tuesday, March 6, 2018 2:20 PM
To: Dillinger, Matthew (Finance - Procurement)
Cc: Troup, Terri (Finance - Procurement)
Subject: RE: Nelson Byrd Woltz: Amendment Contract Value Increase

Correct. Thank you.

Tim Netsch
Assistant Director
Metropolitan Board of Parks & Recreation
Planning & Facilities Development Division
P.O. Box 196340
Nashville, Tennessee 37219-6340
615-862-8400 p

Physical address:
511 Oman Street
Nashville, Tennessee 37203

From: Dillinger, Matthew (Finance - Procurement)
Sent: Monday, March 05, 2018 4:19 PM
To: Netsch, Tim (Parks)
Cc: Troup, Terri (Finance - Procurement)
Subject: Nelson Byrd Woltz: Amendment Contract Value Increase

Hello Tim,

I am processing the amendment for Nelson Byrd Woltz, contract 318415 and wanted to confirm the value with you. The previous total contract value was for \$4,000,000. Now, we are requesting an added \$6,000,000? For a total contract value of \$10,000,000 (covering 10 years)?

Thank you,

Matt Dillinger
Procurement Officer II
Department of Finance
Procurement Division
Metropolitan Nashville Davidson County
730 2nd Avenue South, Ste. 101
Nashville, TN 37210
Office: 615.880.2643
matt.dillinger@nashville.gov

Certificate Of Completion

Envelope Id: 6E8064F55A5C47ACBA74E417AE6632F2

Status: Sent

Subject: Please sign this Metro Contract 318415 Amendment 1 Nelson Byrd Woltz (Metro Parks)

Source Envelope:

Document Pages: 10

Signatures: 4

Certificate Pages: 17

Initials: 6

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Jamie Hunter

730 2nd Ave. South 1st Floor

Nashville, TN 37219

jamie.hunter@nashville.gov

IP Address: 170.190.198.190

Record Tracking

Status: Original

4/9/2018 4:20:38 PM

Holder: Jamie Hunter

jamie.hunter@nashville.gov

Location: DocuSign

Signer Events

Matt Dillinger

matthew.dillinger@nashville.gov

Procurement Officer 2

Metro Nashville Government

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature



Using IP Address: 170.190.198.190

Timestamp

Sent: 4/9/2018 4:29:20 PM

Viewed: 4/9/2018 4:32:44 PM

Signed: 4/9/2018 4:33:33 PM

Terri R Troup

terri.troup@nashville.gov

Senior Procurement Officer

Metropolitan Government of Nashville and Davidson
County

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign



Using IP Address: 170.190.198.190

Sent: 4/9/2018 4:33:35 PM

Viewed: 4/10/2018 10:45:18 AM

Signed: 4/10/2018 10:45:21 AM

Jan Goss

Jan.Goss@nashville.gov

Security Level: Email, Account Authentication
(None)



Using IP Address: 170.190.198.68

Sent: 4/10/2018 10:45:23 AM

Viewed: 4/10/2018 11:19:03 AM

Signed: 4/10/2018 11:19:32 AM

Electronic Record and Signature Disclosure:
Accepted: 4/10/2018 11:19:03 AM
ID: 6f3a585a-6118-4405-bff7-7f16927646d0

Greg McClarin

Rose.Hirschy@nashville.gov

Security Level: Email, Account Authentication
(None)



Using IP Address: 170.190.198.190

Sent: 4/10/2018 11:19:35 AM

Viewed: 4/10/2018 11:32:37 AM

Signed: 4/10/2018 11:54:27 AM

Electronic Record and Signature Disclosure:
Accepted: 4/10/2018 11:32:37 AM
ID: d98c072d-82ef-4ea5-80e7-4c041e8c6898

Signer Events

Thomas Woltz
twoltz@nbwla.com
Owner

Nelson Byrd Woltz Landscape Architects
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 4/10/2018 1:44:41 PM
ID: 4804c840-6c73-422d-8e66-e2b5efa21022

Michelle A. Hernandez Lane
michelle.lane@nashville.gov
Chief Procurement Officer/Purchasing Agent
Metro

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Monique Odom
monique.odom@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 4/26/2018 8:24:00 AM
ID: 8c48321a-a35b-48ed-9975-2fc3839e3b35

Anthony Neumaier
tony.neumaier@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 7/14/2014 1:44:52 PM
ID: 2e2f05e2-4572-47e6-9522-63ea06f33a0d

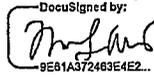
Talia Lomax O'dneal
talia.lomaxodneal@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 4/27/2018 8:24:18 AM
ID: 4f96b28f-601e-4822-8ecc-650633793e89

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 5/3/2018 1:12:03 PM
ID: 78724b3e-ca99-49bc-9f68-5e3130e0b795

Signature

DocuSigned by:

8E81A372483E4E2...

Using IP Address: 107.77.222.37
Signed using mobile

Michelle A. Hernandez Lane

Using IP Address: 170.190.198.190

Monique Odom

Using IP Address: 170.190.198.68

AN

Using IP Address: 170.190.198.190

Talia Lomax O'dneal

Using IP Address: 170.190.198.100

Completed

Using IP Address: 170.190.198.100

Timestamp

Sent: 4/10/2018 11:54:29 AM
Viewed: 4/10/2018 1:44:41 PM
Signed: 4/10/2018 1:45:12 PM

Sent: 4/10/2018 1:45:15 PM
Viewed: 4/13/2018 11:52:12 AM
Signed: 4/25/2018 4:56:45 PM

Sent: 4/25/2018 4:56:49 PM
Viewed: 4/26/2018 8:24:00 AM
Signed: 4/26/2018 8:24:14 AM

Sent: 4/26/2018 8:24:17 AM
Viewed: 4/27/2018 8:22:21 AM
Signed: 4/27/2018 8:22:48 AM

Sent: 4/27/2018 8:22:51 AM
Viewed: 4/27/2018 8:24:18 AM
Signed: 4/27/2018 8:24:29 AM

Sent: 4/27/2018 8:24:32 AM
Viewed: 4/30/2018 9:03:33 AM
Signed: 4/30/2018 9:06:01 AM

Signer Events

Balogun Cobb
 balogun.cobb@nashville.gov
 Security Level: Email, Account Authentication
 (None)

Signature

BC

Using IP Address: 170.190.198.144

Timestamp

Sent: 4/30/2018 9:06:05 AM
 Viewed: 4/30/2018 9:55:44 AM
 Signed: 4/30/2018 9:59:50 AM

Electronic Record and Signature Disclosure:

Accepted: 4/30/2018 9:55:44 AM
 ID: c98b00a1-9f48-438e-8b06-f1829e466efa

Macy Amos
 Macy.Amos@nashville.gov
 Security Level: Email, Account Authentication
 (None)

Sent: 4/30/2018 9:59:53 AM
 Viewed: 5/3/2018 3:10:21 PM

Electronic Record and Signature Disclosure:

Accepted: 4/26/2018 2:23:18 PM
 ID: 27a537ed-ef77-4c07-b390-f33a5c72649a

Judy Cantlon
 Judy.Cantlon@nashville.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Elizabeth Waites
 Elizabeth.Waites@nashville.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Richard M. Riebeling
 Richard.Riebeling@nashville.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

David Briley
 David.Briley@nashville.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Elizabeth Waites
 marlene.fuller@nashville.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events**Status****Timestamp**

Joe Ann Carr

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Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

PRG

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Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Notary Events**Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

4/30/2018 9:59:53 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. DEFINITIONS "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

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During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a "consumer;" (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any "consumer" is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

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6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorrations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

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