

DRAFT MINUTES: *Subject to change prior to approval by Authority or Committee at its next regular meeting*

**MINUTES OF THE CONSTRUCTION & DEVELOPMENT
COMMITTEE MEETING OF THE
CONVENTION CENTER AUTHORITY OF THE
METROPOLITAN GOVERNMENT OF NASHVILLE &
DAVIDSON COUNTY**

The Construction & Development Committee of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (CCA) met on March 28, 2013 at 8:00 a.m., in Room 211 at the Nashville Convention Center, Nashville, Tennessee.

CONSTRUCTION & DEVELOPMENT COMMITTEE MEMBERS PRESENT: Vonda McDaniel, Luke Simons, Mona Lisa Warren, Leo Waters, and Marty Dickens, Ex-Officio

CONSTRUCTION & DEVELOPMENT COMMITTEE MEMBERS NOT PRESENT:

OTHERS PRESENT: Larry Atema, Gary Schalmo, Charles Robert Bone, Patrick Holcombe, Roxianne Bethune, Holly McCall, and Barbara Solari

The meeting was opened for business by committee Chairman Leo Waters.

ACTION: Luke Simons made a motion to approve the Construction & Development Committee minutes of January 31, 2013. The motion was seconded by Vonda McDaniel and approved unanimously by the committee.

Charles Robert Bone reported on the Interagency Agreement with the Sports Authority. (Attachment #1) There was discussion.

ACTION: Luke Simons made a motion to recommend to the full Authority approval of the Interagency Agreement with the Sports Authority. The motion was seconded by Leo Waters and approved unanimously by the committee.

Gary Schalmo was then asked to give a project update. (Attachment #2) There was discussion.

Larry Atema and Charles Robert Bone discussed the letter from Metro Director of Finance, Rich Riebeling, regarding the construction of the central police precinct. (Attachment #3) They also discussed the NES substation exterior. There was discussion.

ACTION: Luke Simons made a motion to recommend that the Authority's role concerning the development of the police precinct and NES substation exterior be discussed and approved at the full Authority meeting. The motion was seconded by Leo Waters and approved unanimously by the committee.

Leo recognized Marty Dickens for being chosen as Nashvillian of the Year.

Larry Atema was asked to discuss the new tour policy on the construction site.

With no additional business the Construction & Development committee of the CCA adjourned at 8:54 a.m.

Respectfully submitted,

Larry Atema
Senior Project Manager
Music City Center

Approved:

Leo Waters, Committee Chair
CCA Construction & Development Committee
Meeting Minutes of March 28, 2013

INTERAGENCY AGREEMENT

THIS INTERAGENCY AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2013 (the “Effective Date”) by ~~and between~~ between and among **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the “Metropolitan Government”) **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the “Convention Center Authority”) and **THE SPORTS AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the “Sports Authority”).

WITNESSETH:

WHEREAS, on February 5, 2013, the Metropolitan County Council of the Metropolitan Government adopted Substitute Resolution No. RS2013-558, approving an amendment to the Capital Improvements Budget and Program 2012-2013 through 2017-2018 authorizing various exterior improvements to the Bridgestone Arena to include, among other things, a new entrance and plaza area (the “Improvements”) facing the new convention center, to be located at 201 Fifth Avenue, South, Nashville, Tennessee 37203, across the street from Bridgestone Arena (“Music City Center”).

WHEREAS, on March 19, 2013, the Metropolitan County Council of the Metropolitan Government adopted Resolution RS2013-619, approving the issuance of bonds to provide funds for the Improvements facing the Music City Center, among other things.

WHEREAS, the Sports Authority owns and operates the Bridgestone Arena.

WHEREAS, the Convention Center Authority has undertaken the construction of the Music City Center and currently employs a project and development staff and is party to various contracts and agreements, including a September 1, 2009 Construction Management Agreement with Bell/Clark, a Joint Venture for the construction and development of the Music City, which includes a convention center, parking and various other structures, improvements and appurtenances attendant thereto (the “Construction Management Agreement”).

WHEREAS, upon completion, the Convention Center Authority will own and operate the Music City Center.

WHEREAS, the purpose of the Improvements is, in part, to improve the connectivity between the Bridgestone Arena and Music City Center in the area south of Broadway in Nashville, Tennessee.

WHEREAS, given the parties’ common objectives, it is appropriate for the Convention Center Authority to utilize its project and development staff, contracts and resources to manage, supervise, and coordinate the construction and development of the Improvements.

WHEREAS, given the parties' common objectives, the Convention Center Authority is willing to manage, supervise, and coordinate the construction and development of the Improvements to benefit the public welfare.

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.

WHEREAS, the Convention Center Authority and the Sports Authority wish to enter into this Agreement authorizing the Convention Center Authority to manage, supervise, and coordinate the construction and development of the Improvements.

NOW, THEREFORE, in consideration of the premises, the mutual promises and benefits hereinafter set forth, and other good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Engagement of the Convention Center Authority. The Sports Authority hereby engages the Convention Center Authority to undertake the management, supervision, and coordination of the construction and development of the Improvements on the terms and conditions set forth herein.

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

- (a) in consultation with Powers Management, LLC, prepare and submit to the Sports Authority for approval design and construction drawings, specifications, site plan, construction phasing, budget, overall development schedule and details for construction of the Improvements (the "Project Plans");
- (b) cause the completion of the construction of the Improvements, in accordance with the Project Plans ~~and subsequent instructions from the Sports Authority~~, pursuant to a change order to the Construction Management Agreement, as provided with the Project Plans, and related agreements;
- (c) coordinate ~~relations~~communications with architect, engineers, and other consultants providing services under contracts with the Sports Authority and/or Powers Management, LLC relating to the construction of the Improvements;
- (d) consult with and promptly provide to the Department of Finance c/o the Director of Finance for the Metropolitan Government of Nashville and Davidson County ("Director of Finance") for approval all budget information and related information concerning the Improvements;
- (e) manage the Improvements, including all construction and other costs within approved project budgets, and report on budget and actual costs and ~~on~~ other provide periodic construction management progress and issues reports to the Sports Authority at regular monthly board meetings or as otherwise requested;

- (f) in consultation with the Director of Finance, verify the accuracy and appropriateness of all invoices, submit invoices to the Director of Finance for payment, 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 for the Improvements;
- (g) obtain and furnish to each of the parties certificates of insurance from contractors working on the project, with the Metropolitan Government of Nashville and Davidson County, Sports Authority, Powers Management LLC, Nashville Hockey Club LP and Convention Center Authority named as an additional insureds, evidencing coverage for liability, builder's risk and workers' compensation; and
- (h) perform other normal development and managerial functions and to otherwise supervise the construction of the Improvements in accordance with this Agreement and as otherwise authorized by the Sports Authority.

3. Duties of the Sports Authority. The Sports Authority covenants and agrees as follows:

- ~~(a) prior to commencement of work hereunder, and promptly upon request thereafter, in consultation with the Director of Finance, furnish to the Convention Center Authority reasonable evidence that financial arrangements have been made to fulfill the Sports Authority's obligations hereunder and to pay for the Improvements;~~
- (~~a~~) expeditiously review and approve the Project Plans; and
- (~~b~~) in consultation with the ~~Director of Finance, provide all funds necessary to pay when due, all direct costs and expenses of the Improvements and project, including, without limitation,~~ Convention Center Authority, verify the receipt of goods and services in accordance with the Project Plans approved by the Sports Authority.

4. Duties of the Metropolitan Government. Pursuant to the authority of Resolution RS2013-619, the Metropolitan Government agrees, that upon receipt from both the Convention Center Authority and the Sports Authority of verification of the accuracy and appropriateness of all invoices, to provide payment for goods and services received, including, all payments to architects, contractors, materials if purchased directly for the Improvements, and costs of permits, and such other services as may be necessary for the construction and development of the Improvements pursuant to the terms hereof and in accordance with the Project ~~Plans approved by the Sports Authority,~~ as provided herein.

4.5. Term 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 Improvements, unless terminated earlier as provided herein. Either party may terminate this contract at any time and for any reason upon thirty (30) days written notice to the other party. In no event shall the term extend beyond sixty (60) months from the Effective Date.

~~5.6.~~ Default. In the event any of the parties hereto shall fail to perform any of its obligations hereunder or shall become unable to perform by reason of bankruptcy, insolvency, receivership or other similar event, then the non-defaulting party, so long as said party is not itself in default hereunder, may seek specific performance, mandamus or other extraordinary relief to compel the defaulting party to perform hereunder. Notwithstanding anything to the contrary herein, termination of this Agreement shall not be permitted if such termination would impair in any way the ability or capacity of any of the parties hereto to fully and timely fulfill its obligations under any contract or agreement with any third party.

~~6.7.~~ Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

~~7.8.~~ Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Venue for any litigation arising out of this Agreement shall be in the courts of Davidson County Tennessee.

~~8.9.~~ Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the matters contained herein, and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. Notwithstanding the foregoing, to the extent this Agreement or any of the terms hereof shall conflict with the terms of any of the other documents or agreements referenced herein, the terms of said documents or agreements shall control.

~~9.10.~~ Headings. The paragraph headings are inserted only as a matter of convenience and for references and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

~~10.11.~~ Authorized Representatives. Any action required of or permitted to be taken pursuant to this Agreement, except approval of the Project Plans, by either of the parties hereto may be performed by an authorized representative of the respective party without further action by the governing body of such party.

~~11.12.~~ 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.

~~12.13.~~ Maintenance of Records. The books, records, and documents of the parties, 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. The records shall be maintained in accordance with generally accepted accounting principles.

~~13.~~14. Notices. All notices required under this Agreement shall be in writing and sent by United States mail, postage prepaid, certified, return receipt requested, or by overnight courier service or by facsimile (with a copy sent by United States first class mail, postage prepaid). All notices requested herein to be sent to the Convention Center Authority shall be sent to 201 Fifth Avenue South, Nashville, TN 37203, Attention: President and CEO, (if sent by facsimile transmission to 615-742-2104) or such other address as the Convention Center Authority may designate in accordance with the notice procedure set forth in this Section, with a copy to Bridgestone Arena, 501 Broadway, Nashville, TN 37203, Attention: Manager, to be sent by facsimile transmission to 615-770-2490. All notices required herein to be sent to the Sports Authority shall be sent to P.O. Box 196300, Nashville, Tennessee 37219-6300, Attention: Executive Director, or such other address as the Sports Authority may designate in accordance with the notice procedure set forth in this Section, with a copy to Bridgestone Arena, 501 Broadway, Nashville, TN 37203, Attention: Manager, to be sent by facsimile transmission to 615-770-2490. Any such notice, to the extent same has been properly addressed, shall be deemed to be delivered upon the earlier to occur of (i) actual receipt (which in the case of mail shall be evidenced by the date of receipt set forth on the return receipt statement and in the case of facsimile shall be upon receipt by the sender of confirmation of receipt by the addressee), or (ii) if applicable, five (5) days after the notice has been deposited in the United States mail in accordance with the provisions of this paragraph.

~~14.~~15. Authorization. The Sports Authority represents and warrants that it has full power, right and authority to enter into and perform its obligations under this Agreement, and this Agreement has been duly authorized, executed and delivered on behalf of the Sports Authority and constitutes a valid obligation legally binding upon and enforceable against the Sports Authority. The Convention Center Authority represents and warrants that it has full power, right and authority to enter into and perform its obligations under this Agreement, and this Agreement has been duly authorized, executed and delivered on behalf of the Convention Center Authority and constitutes a valid obligation legally binding upon and enforceable against the Convention Center Authority.

~~15.~~16. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts (including by facsimile or electronic transmission (pdf) file), each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement (and all signatures need not appear on any one counterpart).

[SIGNATURES ON FOLLOWING PAGE]

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

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

As to Funds Availability:

Richard M. Riebeling, Director of Finance

As to Form and Legality:

Assistant Metropolitan Attorney

THE SPORTS AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

By: _____

Print Name: _____

Its: _____ Chair

By: _____

Print Name: _____

Its: Secretary

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

By: _____

Print name: _____

Its: _____

Document comparison by Workshare Professional on Monday, March 25, 2013
4:29:21 PM

Input:	
Document 1 ID	file://S:/CLDOCS/00892832.DOCX
Description	00892832
Document 2 ID	file://C:/Users/crb/AppData/Local/Microsoft/Windows/Temporary Internet Files/Content.Outlook/107Q4A00/CCA SA MOU (Arena) (Form for 2-21-13 SA Meeting).docx
Description	CCA SA MOU (Arena) (Form for 2-21-13 SA Meeting)
Rendering set	standard

Legend:	
<u>Insertion</u>	
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Style change	
Format change	
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Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	40
Deletions	21
Moved from	3
Moved to	3
Style change	0
Format changed	0
Total changes	67

PUNCH LIST OVERVIEW

- Total Areas/Rooms Punched To Date - 390/626 (62%)
- Number of Areas/Rooms Left To Punch - 236 (38%)
 - All Areas To Be Punched By April 24
 - Total Items Generated To Date - 18,158
- Total Items Completed To Date (Fixed & Closed) - 10,219 (56%)
 - Outstanding Items To Complete - 7,939 (44%)

Summary of Schedule For April (see attached)

Date	Area Type
Wednesday 04/03/13	
	Level 5 Ancillary Rooms
	Stairs
	Balconies
Wednesday 04/10/13	
	Level 6- Corridors, Boardroom
	Levels 1 & 3- Lobby, Prefunction
	Vestibules
Wednesday 04/17/13	
	Level 7- Ballroom, Prefunction, Green Rooms, BOH
	Sitework
	South (high) Elevation
	Ballroom High Roof
Wednesday 04/24/13	
	Main Lobby
	Level 5- North, East Concourses
	Bridge
	Loading Dock

March

Mon	Tue	Wed	Thur	Fri	Sat	Sun
4 Food Service Start Up Pre test ETC Lighting Control AM Pre test Dry Sys/FA Bal A/V Comm L3 & 4 & Admin Functional Testing AHU's Functional Testing MM Equip	5 FM - Exit Lights L1 Pre test Ex-Hall Smoke Evac Food Service Start Up Pre test ETC Lighting Control AM Dishwasher Start Up Bal A/V Comm L3 & 4 & Admin J&A Telecom Comm L6, 7, 8 MCC Punch Garage & 6th Ave Functional Testing AHU's Functional Testing MM Equip	6 Pre test Ex-Hall Smoke Evac Food Service Start Up Pre test ETC Lighting Control AM Dishwasher Start Up Bal A/V Comm L3 & 4 & Admin J&A Telecom Comm L6, 7, 8 MCC Punch Garage & 6th Ave Functional Testing AHU's Functional Testing MM Equip	7 FM - Exit Lights L2 & 3 Food Service Start Up Pre test Elevator Press Bal A/V Comm L3 & 4 & Admin J&A Telecom Comm L6, 7, 8 Functional Testing AHU's Functional Testing MM Equip Elect Panel Inspection	8 Pre test Stair Press Pre test Annul Sys/FA Pre test A/V/FA Functional Testing AHU's Functional Testing MM Equip	9 Pre test Stair 14-1 press Food Service Start Up B/C Punch Mech Rms L1 & 8 south Functional Testing AHU's Functional Testing MM Equip	10
11 Final pre test stair press (all) FMS - Dry Sys/FA (AM only) B/C Punch Mech Rms L8 north Functional Testing AHU's Functional Testing MM Equip	12 FM - Exit Lights FMS - Dry Sys/FA (AM only) Final pre test stair press (all) Pre test ER Lighting L4 & 5/8 (night) Functional Testing AHU's Functional Testing MM Equip FM - Annul System (early or late)	13 FM - Walls Level 1, 2, 3 and 4 - "A" FMS - Dry Sys/FA (AM only) FM - Stair Press 15-1, 5-2, 5-1 J&A Telecom Comm Ex Hall A & B MCC Punch L2 & 6 B/C Punch Mech Rms 401/402 Functional Testing AHU's Functional Testing MM Equip	14 FM - Exit Lights FMS - Dry Sys/FA (AM only) Pre test Ball Rm Smoke Evac PM FM - ER Lighting L1/4 (night) Functional Testing AHU's Functional Testing MM Equip	15 FM - Walls L1, 2, 3 and 4 Gar & Admin FMS - CO2 system & Roof Flow Final Pre test stair 14-1 press Potable Water Treatment PM Functional Testing AHU's Functional Testing MM Equip	16 Potable Water Treatment	17 Potable Water Treatment
18 State - Elevator/FA Bal A/V Comm L5 & 6	19 FM - Signage State - Elevator/FA ER Lighting L5/8 verification Bal A/V Comm L5 & 6 & CATV	20 State - Elevator/FA FM - Stair/Elev Press 14-1, 4-1 Bal A/V Comm L5 & 6 & CATV MCC Punch Exterior & Elev Cabs	21 FM - Signage State - Elevator/FA FM - ER Lighting L5/8 (night) Bal A/V Comm L5 & 6	22 State - Elevator/FA Pre test Concourse Smoke Evac (flag) Bal A/V Comm L5 & 6 & CATV B/C Punch Elec/Telecom rms L7/8	23 State - Elevator/FA Pre test Concourse Smoke Evac Bal A/V Comm L5 & 6 & CATV	24 Pre test Concourse Smoke Evac
25 FM - Elevators FMS - Flows & Tamper/FA Food Service - all equipment on Bal A/V Comm L7 & 8 & Janus	26 FMS - Flows & Tamper/FA FM - ER Power ATS (night) Food Service - all equipment on Bal A/V Comm L7 & 8 & Janus	27 FMS - Flows & Tamper/FA Food Service - all equipment on Bal A/V Comm L7 & 8 & Janus J&A Telecom Comm Ex Hall C & D MCC Punch food Service & LP Toilet rms	28 FM - Walls L5, 6, 7 and 8 FMS - Flows & Tamper/FA FM - ER Power Lighting (night) Food Service - all equipment on Bal A/V Comm L7 & 8 & Janus	29 Good Friday	30	31 Easter
1 FM - FA	2 FM - FA	3 FM - FA	4 FM - FA	5 FM - FA	6 FM - FA	7 FM - FA
8 FM - FA	9 FM - FA	10 FM - FA	11 FM - FA	12 FM - FA	13 FM - FA	14 FM - FA
15 FM - Smoke Evac	16 FM - Smoke Evac	17 FM - Smoke Evac	18 FM - Smoke Evac	19 FM - Smoke Evac	20 FM - Smoke Evac	21 FM - Smoke Evac
22	23	24	25	26	27	28
29	30					

Music City Center		April 2013				BELL CLANK
Monday	Tuesday	Wednesday	Thursday	Friday	Sat	
1 Parking Control Equipment 8 A.M. Division 11	2 Parking Control Equipment 8 A.M. Division 11	3 Contl Electric/Simplex Grinnell 8 A.M. Division 28	4 Contl Electric/Simplex Grinnell 8 A.M. Division 28	5 Contl Electric/Simplex Grinnell 8 A.M. Division 28	6	
Parking Control Equipment (Software & Hardware Training)	Parking Control Equipment (Software & Hardware Training) Estimated Time: 4 hrs Agenda approved	Access Control System & CCTV (Software & Hardware Training)	Access Control System & CCTV (Software & Hardware Training)	General Provisions of Fire Alarm System Fire Alarm Panel Operation Fire Alarm Voice Panel Operation True-Site Workstation Operation Operation of Each Type of FA Device		
Estimated Time: 8 hrs	Estimated Time: 4 hrs	Estimated Time: 8 hrs	Estimated Time: 8 hrs	Estimated Time: 8 hrs		
Agenda approved	Agenda approved					
8 Federal Equipment 8 A.M. Division 11	9 Contl Electric 8 A.M. Division 27	10 Federal Equipment/Fesco 8 A.M. Division 11	11 Federal Equipment/Fesco 8 A.M. Division 11	12 Federal Equipment 8 A.M. Division 11	13	
Food Service Equipment Gaylord/Ansel Fire Protection System (hood) Kojak Walk-In Coolers	Gas Provisions of Communication System CATV Community Access Television Public Information System Administration & Labeling Estimated Time: 4 hrs	Food Service Equipment	Food Service Equipment	Food Service Equipment Ice Machines, Coffee Makers, Dishwashers, Tables, Refrigerators, Ice Makers, Microwaves, Dish Washers, etc.		
Estimated Time: 8 hr	Estimated Time: 4 hrs	Estimated Time: 8 hr	Estimated Time: 8 hr	Estimated Time: 8 hr		
Agenda approved	Agenda received	Agenda approved	Agenda approved	Agenda approved		
15 National Machine 8 A.M. Division 14	16 Road Landscaping 8 A.M. Division 32	17 Baker Roofing 8 A.M. Division 7	18 Contl Electric/ETC 8 A.M. Division 26	19	20	
Elevators	Irrigation	Green Roof	Lighting Control Systems GCE (classroom 1 hr) Emergency Lighting Systems (field 7 hrs) Union Dimming Racks Union Fan Racks Union Processor			
Estimated Time: 4 hrs	Estimated Time: 4 hrs	Estimated Time: 4 hrs	Estimated Time: 8 hrs			
Agenda approved	Agenda approved	Agenda approved	Agenda approved			
National Machine 1 P.M. Division 14	Road Landscaping 1 P.M. Division 32	Lighthouse Solar Electric 1 P.M. Division 23				
Elevators	Plants	Solar Panels				
Estimated Time: 4 hrs	Estimated Time: 4 hrs	Estimated Time: 4 hrs	Estimated Time: 8 hrs			
Agenda approved	Agenda approved	Agenda approved	Agenda approved			
22 Foley/Johnson Controls 8 A.M. Division 23	23 Foley/Johnson Controls 8 A.M. Division 23	24 Foley/Johnson Controls 8 A.M. Division 23	25 Foley/Johnson Controls 8 A.M. Division 23	26 Foley/Johnson Controls 8 A.M. Division 23	27	
Building Automation VAV Boxes Carbon Monoxide Monitoring	Building Automation	Building Automation Estimated Time: 8 hrs	Building Automation Estimated Time: 8 hrs	Building Automation Estimated Time: 8 hrs		
Estimated Time: 8 hrs	Estimated Time: 8 hrs	Estimated Time: 8 hrs	Estimated Time: 8 hrs	Estimated Time: 8 hrs		
Contl Electric 8 A.M. Division 27	Contl Electric 8 A.M. Division 27	Contl Electric 8 A.M. Division 27	Contl Electric 8 A.M. Division 27	Contl Electric 8 A.M. Division 27		
Audio System & CATV System	Audio System & CATV System	Audio System & CATV System Estimated Time: 8 hrs	Audio System & CATV System Estimated Time: 8 hrs	Audio System & CATV System Estimated Time: 8 hrs		
Estimated Time: 8 hrs	Estimated Time: 8 hrs	Estimated Time: 8 hrs	Estimated Time: 8 hrs	Estimated Time: 8 hrs		
29 Contl Electric 8 A.M. Division 27	30 Contl Electric 8 A.M. Division 27					
Audio System & CATV System	Audio System & CATV System					
Estimated Time: 8 hrs	Estimated Time: 8 hrs					
				Training Complete		
				Postponed/Reschedule		
				Not used		
				Upcoming Training		

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



KARL F. DEAN
MAYOR

March 21, 2013

DIRECTOR OF FINANCE
METROPOLITAN COURTHOUSE
ONE PUBLIC SQUARE, SUITE 106
NASHVILLE, TENNESSEE 37201
(615) 862-6151
(615) 862-6156 FAX

Mr. Marty Dickens
Chair
Convention Center Authority
413 Fifth Avenue South
Nashville, TN 37203

Re: Development of New Central Police Precinct

Dear Marty:

The Metropolitan Council of the Metropolitan Government adopted Substitute Resolution No. RS2013-558, approving an amendment to the Capital Improvements Budget and Program 2012-2013 through 2017-2018 authorizing the relocation of the Central Police Precinct from inside Bridgestone Arena into a new facility on land adjacent to the Music City Center. It is anticipated that the new police precinct will be mostly constructed during 2013 concurrently with the completion of the Music City Center and the building's final commissioning. Given that the new police precinct will be an integral part of the Music City Center's campus and that the Convention Center Authority (the "Authority") currently has a project and development staff, contracts and other infrastructure already in place, it would be helpful for the Authority to manage, supervise, and coordinate the construction and development of the new police precinct.

As a result, please allow this letter to confirm the request of this department that the Authority, among other things, [i] coordinate the development of the new police precinct with the Police Department, Department of General Services, Department of Finance and other Metro departments and agencies as appropriate and necessary; [ii] prepare and submit for approval to this office design and construction drawings, specifications, site plan, construction phasing, overall development schedule and details for construction of the new police precinct; [iii] consult with and promptly provide to this office for approval all budget and related information; [iv] cause the completion of the construction of the new police precinct, in accordance with the approved plans and pursuant to a change order to the Authority's Construction Management Agreement with Bell/Clark, a Joint Venture; [v] submit invoices to this office for payment after the Authority has verified the receipt of goods and services in accordance with the applicable contracts and construction plans; and [vi] maintain detailed records supporting payments made to vendors and contractors for this project.

Letter to Mr. Marty Dickens


March 21, 2013

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Pursuant to the budget to be approved by this office, the Metropolitan Government will be responsible for and provide all funds necessary to pay, when due, all direct costs and expenses of the project, including, without limitation, all payments to contractors, materials purchased directly for the project, and costs of permits, and such other services as may be necessary for the construction and development of the project.

I would appreciate the opportunity to discuss this project and the Authority's requested role with the full Authority at its next meeting.

Sincerely,



Richard M. Riebeling
Director of Finance

Copy: Larry Atema