

# Proposal No. 2022M-022EN-001



AVENCO-C01

THENBEST

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Houchens Insurance Group 1240 Fairway Street Bowling Green, KY 42103	<b>AGENT</b> Tina Henbest, ACSRC, CRIS, MLIS PHONE (AC No. Exp): (270) 628-1402 4286      FAX (AC No.): (270) 843-8808 E-MAIL ADDRESS: thenbest@higusa.com
<b>INSURED</b>  Avenue Construction, LLC 7118 Peach Court Brentwood, TN 37027	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Ohio Casualty Insurance Company      NAIC # 24074 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

POLICY LINE	TYPE OF INSURANCE	ADDITIONAL COVERAGES	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Subcontractors)	\$
						MEDICAL EXPENSES	\$
						PERSONAL AND ADJ. INJURY	\$
	GEN. AGGREGATE LIMIT APPLIES WITH POLICY					GEN. AGGREGATE	\$
	OTHER					PRODUCTS - COMP/OP ADD	\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Subcontractors)	\$
						PHYSICAL DAMAGE (Subcontractors)	\$
						BODILY INJURY (Subcontractors)	\$
						PROPERTY DAMAGE (Subcontractors)	\$
	UMBRELLA LIAB					EACH OCCURRENCE	\$
	EXCESS LIAB					AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY					PER OCCURRENCE	\$
						PER EMPLOYEE	\$
						PER EMPLOYEE PER YEAR	\$
						PER EMPLOYEE PER YEAR	\$
A	Builders Risk		0M0(2)62088443	4/1/2022	4/1/2023	\$10K deduct	12,937,343

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Location: 4040 Travis Dr, Nashville, TN  
 Thirty (30) days Notice of Cancellation applies

<b>CERTIFICATE HOLDER</b>  The Metropolitan Government of Nashville and Davidson County Metro Legal & Claims c/o Insurance and Safety Division 222 3rd Avenue North, Bldg 4501 Nashville, TN 37203	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



14 April, 2022

Metro Department of Public Works  
750 South 5<sup>th</sup> Street  
Nashville, TN. 37206

Right of Way Encroachment Request

To the Director of Engineering of Public Works:

We are seeking approval of an encroachment into the public right of way at 4040 Travis Drive. Due to the constraints of the site, there is a building encroachment into the right of way on the side of Travis Drive.

This Building encroachment is a pergola/ patio for the units above and projects into the right of way 1' 0" for a distance of 14' 6".

Sincerely,

A handwritten signature in black ink, appearing to read 'John Barnett', with a small dot at the end.

John Barnett, AIA, LEED AP, Principal  
Barnett Design Studio, LLC



21 April 2022

Metro Department of Public Works  
750 South 5<sup>th</sup> Street  
Nashville, TN. 37206

Right of Way Encroachment Request

To the Director of Engineering of Public Works:

We are seeking approval of an encroachment into the public right of way at the corner of Welch Rd. and Travis Drive. Due to the constraints of the site, there is an aerial encroachment into the right of way on the corner of these two streets.

This aerial encroachment is a building element that sticks out of the building five feet 3 inches (5' 3") and provides shade for the windows below. This element would encroach into the right of way by 3' 7" MAX. and tapers down for a length of 25'. This encroachment would be 9' above the sidewalk at this corner.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Barnett', followed by a period.

John Barnett, AIA, LEED AP, Principal  
Barnett Design Studio, LLC

# Metropolitan Government Department of Public Works

750 South 5<sup>th</sup> Street ∪ Nashville, TN 37206 ∪ (615) 862-8750 ∪ www.nashville.gov/public-works

## Mandatory Referral Application:

*Encroachment: Sign / Awning / Fiber Optic Cable / Other*

\*\*\* Before filing this application, please review checklist on the back of this application. \*\*\*

### Encroachment Type:

- Awning
- Fiber Optic Cable (↑ ground)
- Fiber Optic Cable (∇ ground)
- Sign
- Other Building

Date Submitted: 4-21-2022

Mandatory Referral Project No. \_\_\_\_\_  
(MPW staff assigns project #)

Map & Parcel(s): Parcel Number: 13315010600  
Street Address(es): 4040 Travis Drive, Nashville, TN.

### Notarized Signature of Property Owner(s):

You must obtain the *notarized* signature of all property owners on whose property the sign or awning will occur. Failure to provide this information will deem your application *incomplete* and postpone your application's consideration by the Metropolitan Planning Commission. Copy form below for additional signatures.

As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a sign, awning or fiber optic cable encroachment.

Date: 326 WELCH PARTNERS  
(Company Name)

[Signature]  
(Signature of Property Owner)  
TONY HARRIS  
(Name of Property Owner)  
MANAGER  
(Title of Property Owner)  
4040 TRAVIS DR  
NASHVILLE TN  
(Address of Property (including city & state))



STATE OF TENNESSEE  
COUNTY OF WILLIAMSON  
Sworn to and subscribed before  
Me this 14 day of April, 2022  
Toni C. Cebulski  
(Notary Public)  
My Commission Expires: 2/20/2023

**Applicant:** All correspondence will be mailed to the applicant.

Architect  Engineer  Property Owner  Other: contractor

Name: 326 WELCH PARTNERS  
Business: 326 WELCH PARTNERS  
Address: 7110 PEACH CT  
City: BRENTWOOD State: TN Zip: 37027  
Phone: 615 467 6330  
 business  home  business  mobile  
Fax: 615 467 6331  
 business  home  business  mobile  
E-mail: tharris@avenueconstruction.com  
Applicant's Signature: [Signature]

### Filing Fee (All application fees are non-refundable)

Encroachment: Sign / Awning / Fiber Optic Cable \$250.00  
Other

Amount paid: \$ \_\_\_\_\_

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS  
INTO THE PUBLIC RIGHT OF WAY

I/We, \_\_\_\_\_, in consideration of the Resolution No. \_\_\_\_\_, to construct, maintain, install and/or operate an encroachment into, onto, over, or under the public right of way located at in Nashville, Davidson County, Tennessee, do hereby, for myself, my agents, customers, and assigns, waive and release and hold harmless The Metropolitan Government of Nashville and Davidson County, its agents, employees, and assigns from any and all claims, rights, or demands for damages that may arise from my/our use, construction and/or maintenance of the encroachment, to wit: (SEE ATTACHED DESCRIPTION OF ENCROACHMENT). I/We hereby certify to the Metropolitan Government of Nashville and Davidson County that I/We have executed a bond or liability insurance policy in such amount as agreed upon by the Director of Public Works and the Metropolitan Attorney, and in the form approved by the Metropolitan Attorney (per Metropolitan Code Section 38-1-1), which operates to indemnify and save The Metropolitan Government of Nashville and Davidson County harmless from all claims or demands that may result to persons or property by reason of the construction, operations or maintenance of the encroachment. I/We further agree that my/our obligations hereunder may not be assigned except upon approval of the Director of Public Works and the Metropolitan Attorney. I/We further acknowledge that any action that results in a failure to maintain said bond or liability insurance for the protection of The Metropolitan Government of Nashville and Davidson County shall operate to the granting of a lien to The Metropolitan Government of Nashville and Davidson County in the amount of the last effective bond/insurance policy. Said insurance or bond may not be cancelable or expirable except on 30 days notice to the Director of Public Works.

I/We further recognize that the license granted hereby is revocable by The Metropolitan Government upon recommendation of the Director of Public Works and approval by resolution of the Metropolitan County Council if it is determined to be necessary to the public welfare and convenience. In the event the Metropolitan Government revokes this license as contemplated by this paragraph, licensee will not be entitled to any compensation of any kind. This license shall also be strictly subject to the right of way easement owned by The Metropolitan Government. I/We agree to maintain, construct and use the encroachment in such a way as will not interfere with the rights and duties of the Metropolitan Government

as owner of the right of way. Said interference shall be additional grounds for revocation of the license for encroachment. I/We agree to pay the cost of construction, maintenance, use, as well as relocations cost of said encroachment. Licensee's failure to complete construction of the contemplated encroachment within 36 months of the date of approval by the Metropolitan Council will cause this license to terminate automatically. In the event the encroachment contemplated by this license is substantially destroyed, this license shall terminate unless fully restored by licensee within 36 months from the date of such destruction. In the event this license is revoked or terminated for any reason, licensee shall restore all public property to the condition obtaining at the time the license became effective at licensee's sole cost and expense.

DATE: 4/12/2022

326 WELCH PARTNERS  
(Owner of Property)

4040 TRAVIS DR  
(Address of Property)

NASHVILLE TN  
(City and State)

STATE OF TENNESSEE)  
COUNTY OF Williamson DAVIDSON)

Sworn to and subscribed before

Me this 12<sup>th</sup> day of April, 2022

Toni C. Cebulski  
(NOTARY PUBLIC)

My Commission Expires: 2/20/2023



CERTIFICATE OF INSURANCE

This is to further certify to the Metropolitan Government of Nashville and Davidson County concerning the policies of insurance listed above and the coverage provided thereby that:

1. The Contractual Insurance coverage is on a Blanket Broad Form basis unless specifically indicated below.
2. The company or companies, upon request, agree to deliver within fifteen (15) days a certified copy of any and/or all of the policies of insurance to The Metropolitan Government of Nashville and Davidson County,
3. If one (1) or more Umbrella Excess policies are used, there is no gap between the limits of the primary policies and the deductible feature of the Umbrella Excess policies,
4. Coverage under the primary policies have no deductible features unless there is a check mark here (  ). If there are deductible features or the insured has adopted a funded self-insurance program, they are fully explained on an attached sheet which becomes a part of this Certificate, and
5. The coverage provided shall not be cancelled, reduced in coverage, or allowed to lapse unless and until The Metropolitan Government of Nashville and Davidson County receives at least thirty (30) days advance written notice of same. The written notice must be delivered to the Metropolitan Risk Manager at his office shown as the address of the Certificate Holder below or the secondary Certificate Holder, if one is so listed below.

Name and Address of Certificate Holder

The Metropolitan Government of  
Nashville and Davidson County  
Metro Legal & Claims  
C/O Insurance and Safety Division  
222 3<sup>rd</sup> Avenue North, Ste #501  
Nashville, TN 37201

Date Issued: 4/12/2022

Houchens Insurance Group

(Agency or Company)

by Christ Vella  
(Authorized Representative)  
(Attach Power of Attorney)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**4/12/2022**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Houchens Insurance Group  
1240 Fairway Street  
Bowling Green, KY 42103

**CONTACT NAME:** Tina Henbest, ACSRC, CRIS, MLIS  
**PHONE (A/C, No, Ext):** (270) 529-1402 4266 **FAX (A/C, No):** (270) 843-8808  
**E-MAIL ADDRESS:** thenbest@higusa.com

**INSURED**  
**Avenue Construction, LLC**  
7110 Peach Court  
Brentwood, TN 37027

INSURER(S) AFFORDING COVERAGE	NAIC #
<b>INSURER A : Ohio Casualty Insurance Company</b>	<b>24074</b>
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ OTHER: \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Builders Risk</b>			<b>BMO(23)62898663</b>	<b>4/1/2022</b>	<b>4/1/2023</b>	<b>\$10K dedt</b> <b>12,937,343</b>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Location: 4040 Travis Dr, Nashville, TN  
Thirty (30) days Notice of Cancellation applies.

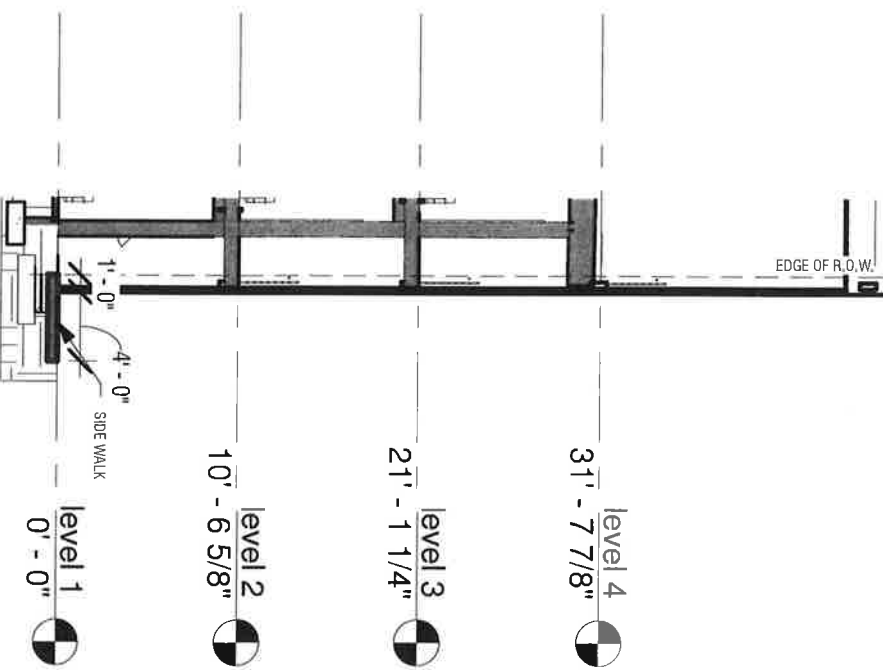
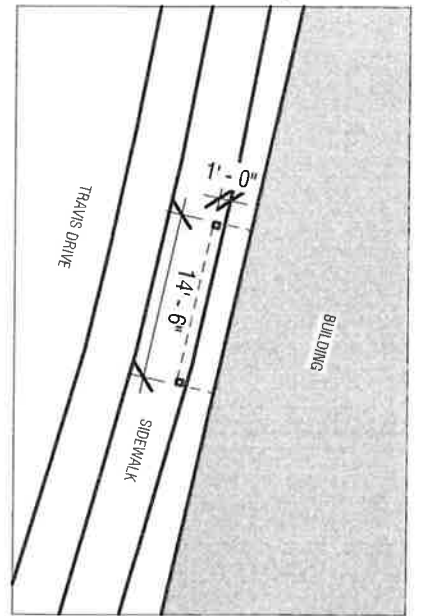
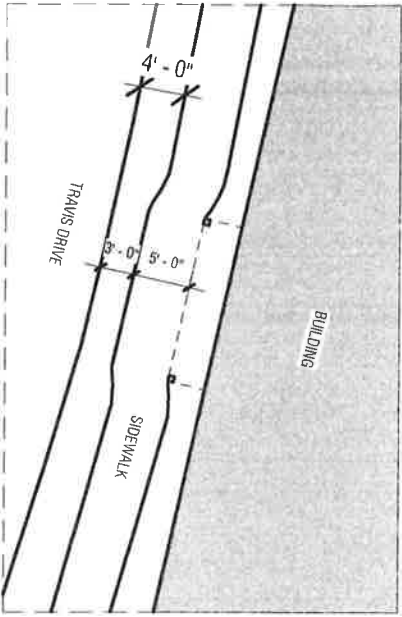
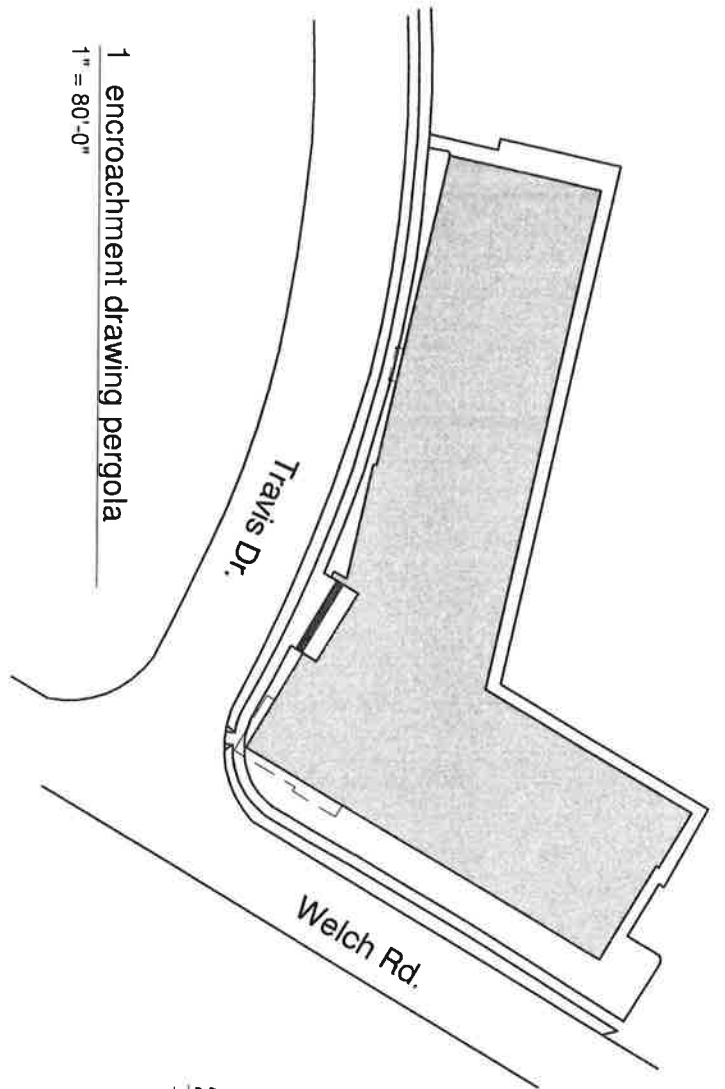
**CERTIFICATE HOLDER****CANCELLATION**

The Metropolitan Government of Nashville and Davidson County  
Metro Legal & Claims  
c/o Insurance and Safety Division  
222 3rd Avenue North, Ste #501  
Nashville, TN 37201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



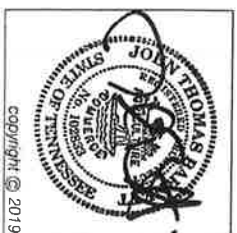


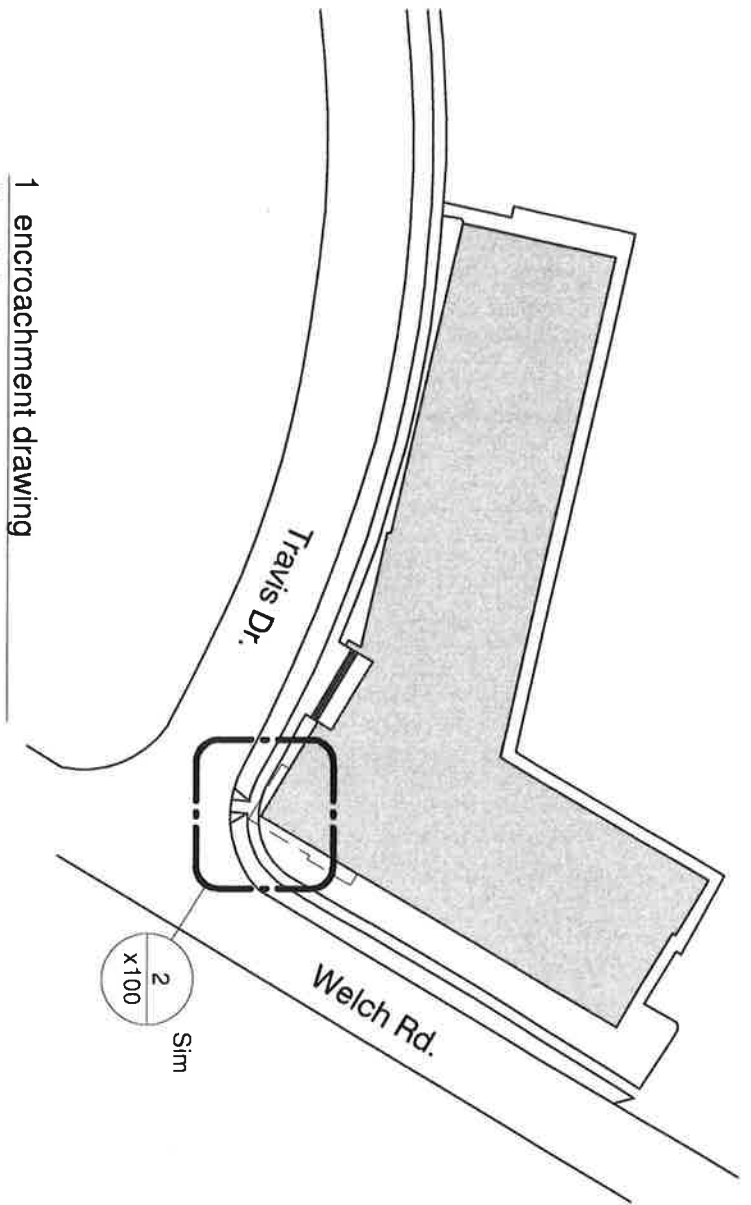
encroachment exhibit	
Project number	1911
Date	04.05.2022

welch road apartments

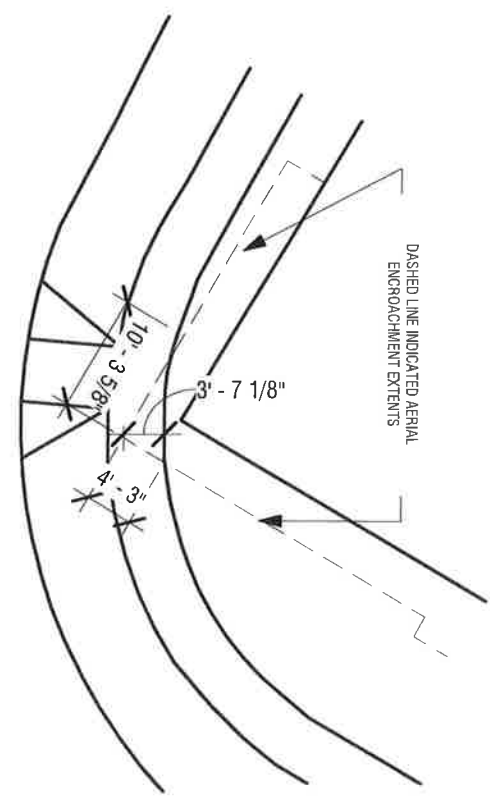
**BARNETT**  
**DESIGN**  
**STUDIO**

416 MAIN STREET || SUITE A || FRANKLIN, TN || 37064  
615.538.7750 || INFO@BARNETTDESIGNSTUDIO.COM

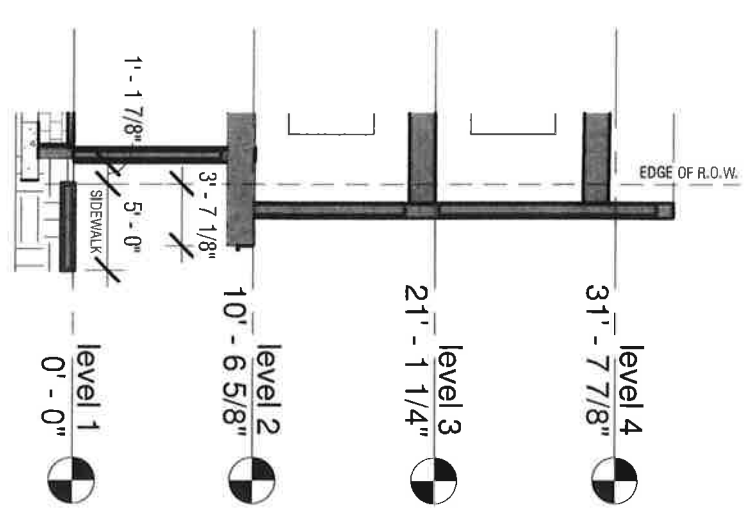




1 encroachment drawing  
1" = 80'-0"



2 encroachment drawing - enlarged  
1/16" = 1'-0"



3 encroachment section  
3/32" = 1'-0"

encroachment exhibit	
Project number	1911
Date	04.05.2022

welch road apartments

**BARNETT  
DESIGN  
STUDIO**

416 MAIN STREET || SUITE A || FRANKLIN, TN || 37064  
615.538.7750 || INFO@BARNETTDDESIGNSTUDIO.COM

