

BOARD OF COMMISSIONERS
TOWN OF NOLENSVILLE
7218 NOLENSVILLE ROAD
NOLENSVILLE, TENNESSEE 37135

RESOLUTION #26-063

**A RESOLUTION TO APPROVE AN EMERGENCY PURCHASE TO REPLACE
THE PEDESTRIAN SIGNAL DAMAGED ON MAY 6, 2026, AT ROCKY FORK
ROAD AND NOLENSVILLE ROAD**

WHEREAS, it is the desire of the Board of Commissioners to keep the residents of the Town safe by maintaining a pedestrian signal at the intersection of Rocky Fork Road and Nolensville Road; and,

WHEREAS, the Town has deemed it necessary for health, safety and general welfare to replace the pedestrian signal damaged on May 6, 2026, with an Emergency Purchase as permitted in the Town's Purchasing Policy to expedite replacement; and,

WHEREAS, the Town's Purchasing Policy Section 11 allows for emergency purchase pursuant to T.C.A. 6-56-304 (3); and,

WHEREAS, Stansell Electric has provided a lump sum price to replace the damaged pedestrian signal pole and equipment in the amount of \$51,496.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS
OF THE TOWN OF NOLENSVILLE, TENNESSEE, AS FOLLOWS:**

SECTION 1. The Board of Commissioners acknowledges the replacement of the pedestrian signal at the intersection of Rocky Fork Road and Nolensville Road as an emergency purchase in accordance with the Town's Purchasing Policy.

SECTION 2. That the Board of Commissioners approves the proposal from Stansell Electric Company and authorizes the Mayor to sign the purchase agreement with Stansell Electric Company for the lump sum amount of \$51,496.00.

SECTION 3. The agreement is attached hereto and made part of this resolution.

RESOLVED, this 4th day of June, 2026.

Halie Gallik, Mayor

Attest:

Montique Luster, Town Recorder

Passed: _____

APPROVED AS TO LEGALITY AND FORM:

L. Gino Marchetti, Town Attorney

05/18/2026

Town of Nolensville
Attn: Enoch Jarrell
7218 Nolensville Road
Nolensville, TN 37174

Thank you for the opportunity to serve you in your Traffic & Infrastructure Service needs.

Location:

- **Intersection of Nolensville Road & Rocky Fork Rd**

Scope Of Work:

- **Demo existing foundation**
- **Removal of Sidewalk Panel**
- **Drill, form and pour new 24" x 6' foundation**
- **Hydrovac and tie-in to existing raceway**
- **Traffic Control**
- **Re-pour sidewalk panel**
- **Provide and install new Deco Ped Pole with Ped signal & Pushbutton**
- **Backfill, Seed and Straw**

Disclaimer:

- **Excluded: permitting**
- **Excluded: repairs to existing raceways outside of work corner**

*The total sum price for this project is **\$51,496.00***

We provide a one (1) year warranty for parts and labor, with an extended five (5) year warranty on light fixtures provided by the manufacturer.

Please direct all questions regarding pricing or scope to **Kristen Furlough** (kfurlough@stansellelectric.com).

If the proposal is accepted, please sign and return it to **Kristen Furlough** via email to initiate work order creation, material procurement and scheduling.

This quote is valid for 30 days from the date of this proposal.

TN State Contractors License:
Number: 00003989
Classification: CE; HRA-E-1
Monetary Limit: Unlimited

The undersigned represents that they are the Owner, or Agent(s) of the Owner of the property

specified above (and/or its contents), that they have full and complete authority to execute this Work Authorization (hereinafter the "Authorization") and bind themselves to its terms and conditions, and hereby authorize and direct Contractor to perform the scope of work entered above. I have read this agreement, including the terms and conditions below, and accept all terms.

Name: Halie Gallik PO# _____
Signature: Halie S. Gallik Date: 5/19/26

For further information about Stansell Electric Company, Inc., please visit our website www.stansellelectric.com.

Service Team Contacts:

Kristen Furlough | Service Manager 2 | kfurlough@stansellelectric.com | (615) 969-6793

Kirby Rhodes | Service Coordinator | krhodes@stansellelectric.com | (901) 831-2676

Brandon Suter | Service Superintendent | bsuter@stansellelectric.com | (615) 418-7254

General Conditions:

Owner/Agent agrees to pay Contractor for all labor, materials and equipment utilized to mobilize, commence, and perform the requested Services in accordance with Contractor's Time and Material Rate Sheet (available upon request). Reconstruction work will be performed and paid per approved Scope of Work finalized subsequent to the execution of this Authorization, which if provided to Contractor will be attached and incorporated into this Authorization. Owner/Agent agrees that they will not attempt to renegotiate these terms, or any part of them, after Contractor commences performance of the Work. It is understood and agreed that Contractor will perform the Work in a professional and workmanlike manner and in accordance with the General Conditions set forth below. Contractor will have a policy of liability insurance in full force and will perform the Work in accordance with applicable building codes in effect at the time of the loss.

If Owner/Agent breaches this Contract and the Contract is only partially performed or Contractor is terminated prior to commencement, the Owner/Agent agrees that because Contractor's damages would be difficult to determine, Owner/Agent will pay Contractor as a liquidated damage: (1) the full price for all work that Contractor completed, and (2) plus 20% of the uncompleted Contract amount, which Owner/Agent agrees is reasonable and not a penalty, which is expressly bargained for and agreed to by Owner/Agent and Contractor, and which shall not exceed the contract price. Owner/Agent further acknowledges and agrees that he/she has read the General Conditions and agrees to be bound by them. Owner/Agent further agrees that this Authorization shall be incorporated by reference into any subsequent contracts or agreements between Contractor and Owner/Agent, but Owner/Agent agrees that in the event of any inconsistency, ambiguity or other conflict by and between the terms of this Authorization and any subsequent contracts or agreements, that the terms of this Authorization shall govern and control. The parties agree that the laws of the state in which the Project is located shall govern the terms and conditions of this Authorization.

If work has not commenced, Owner/Agent has the right to cancel this Authorization within three (3) days of Owner/Agent's execution of same. Cancellation must be done in writing, sent by USPS Certified Mail Return Receipt requested, or by other form that provides delivery proof thereof. Owner/Agent shall be personally liable for the costs of all labor, services and materials provided by Contractor arising out of, relating to or in any way connected with the Loss, regardless of whether Owner/Agent and Contractor enter into any agreements subsequent

to the date of execution of this Authorization. Owner/Agent acknowledges and agrees that the Contractor shall have no liability for, and shall be indemnified and held harmless from and against, all claims, damages, liabilities and costs, of any kind or nature, and including but not limited to attorney fees and legal expenses, arising out of or relating to the presence, discovery or failure to discover, remove, address, remediate or cleanup environmental or biological hazards including, but not limited to, mold, fungus, hazardous waste, substances or materials, or asbestos. If for any reason all amounts due under this Authorization are not paid when due, the Contractor shall be entitled to recover its expenses and attorneys fees incurred in the collection of all sums that are or may be owed under this Authorization, with interest on the unpaid balance at the rate of 1.5% per month or the rate prescribed by law. The Owner/Agent permits Contractor to obtain a personal credit report to ensure that the insurance proceeds for this project are not in jeopardy. The Owner/Agent hereby voluntarily waives any and all defenses to arguing Owner/Agent did not receive the insurance proceeds intended to pay for the Contractor's services and materials under this Authorization and regardless of whether such insurance proceeds were received or not, the Owner/Agent shall remain fully responsible for full payment to Contractor. Venue and Waiver of Jury Trial: The parties agree the mandatory and exclusive venue for any actions arising out of, relating to and/or in connection with this Agreement shall be the appropriate court in Nashville/Davidson County, TN and each party hereby voluntarily consents to and submits to the jurisdiction of that Court for all disputes. The parties hereby knowingly, voluntarily, and intentionally waive any right they have to a trial by jury with respect to any and all litigation arising out of, relating to and/or in connection with this Agreement. Owner/Agent and Contractor agree that this Authorization and any signed Construction agreement represents the entire agreement between the parties, and that all verbal communications and/or understandings between the parties have been memorialized herein.

Owner/Agent hereby acknowledges that his/her Contents may be removed from the subject Property to mitigate damages and/or clean/remediate accordingly and as deemed necessary by Contractor and/or Contractor's vendors. Owner/Agent hereby consents to such content removal and possession by Contractor and/or Contractor's vendors, as necessary. Owner/Agent agrees and fully acknowledges that its applicable insurance shall cover any other losses sustained on Owner/Agent's contents once in the possession of Contractor and/or Contractor's vendors. Owner/Agent hereby consents and acknowledges that Owner/Agent waives any and all rights of subrogation to its applicable insurance carriers for any potential claims against Contractor and/or Contractor's vendors. This waiver is fully voluntary by Owner/Agent and unconditional.