MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
November 6, 2025

Public Comment on Actionable Agenda Items

PRAYER

Mr. Shawn Wright

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Recognition: Central Magnet Middle School Cross Country Team

Consent Agenda

1. Affordable Housing Program Legacy Pointe Development (Community Development)
2. Wine Sales Certificate of Compliance - JD's Market (Finance)
3. Bulk Lubricants Contract (Fleet Services)
4. Second Purchase Agreement with Priority Dispatch Corporation (Police)
5. Amendment 1 to the Agreement with Griggs and Maloney (Project Development)
6. Amendment Number 2 to Barge Design Work Authorization (Project Development)
7. Veterans Park Contingency Allowance Allocation PCCO 1 (Project Development)
8. Mandatory Referral for the Abandonment and Relocation of a Sanitary Sewer Easement Located Along Cherry Lane (Planning)
9. Amendment 1 to TripSpark Agreement (Transportation)
10. Asphalt Purchases Report (Water Resources)
11. Cleaning Services Contract (Water Resources)
12. Isolation Valve Replacement Project Change Order No. 1 (Water Resources)
13. SSR Task Order Amendment No. 1 WTP Isolation Valve Replacement Project (Water Resources)

Minutes

14. City Council Meeting Minutes (Finance)

Old Business

<u>Ordinance</u>

15. Ordinance 25-O-33 Amending Chapter 15 of the City Code (2nd and Final Reading) (Building & Codes)

New Business

Resolution

16. Resolution 25-R-30 Schools FY26 Budget Amendment #3 (Schools)
17. Resolution 25-R-32 Authorizing Application for VCIF Grant (Administration)

Land Use Matters

18. Plan of Services, Annexation, and Zoning for property along Old Salem Road (Planning)
    a. Public Hearing: Plan of Services and Annexation for 22.5 acres
    b. Plan of Services and Annexation: Resolution 25-R-PSA-34
    c. Public Hearing: Zone 19.26 acres simultaneous with annexation
    d. First Reading: Ordinance 25-OZ-34
19. Rezoning of Property Located Along Bill Smith Drive (Planning)
    a. Public Hearing: Rezone 7.46 acres
    b. First Reading: Ordinance 25-OZ-35
20. Rezoning Property Along East Kingwood Drive (Planning)
    a. Public Hearing: Rezone 0.4 acres
    b. First Reading: Ordinance 25-OZ-36

On Motion

21. Acceptance of TN State Museum Grant (Parks)
22. Purchase of Two Replacement Arms for Automated Side Loader Garbage Trucks (Solid Waste)
23. Airport Sign Construction Contract (Airport)
24. Murfreesboro Transit Center Final Changer Order (Project Development)
25. Amendment 3 to the Annual Traffic Signal Maintenance and Electrical Contract (Transportation)
26. Dell VxRail Servers Contract (Water Resources)
27. Thompson Ln Widening Revised Easement Offers (Water Resources)
28. Second Extension to the Annual Pavement Marking Contract with Pope Striping Corp. and Volunteer Paving (Engineering)
29. Construction Contract Award for Doctor Martin Luther King Jr. Blvd (SR-1) Sidewalk Project Phase 2 (Engineering)
30. Construction Administration Contract for the Doctor Martin Luther King Jr. Blvd Phase 2 Sidewalk Project (Engineering)

Board & Commission Appointments

31. Board of Trustees and Committee on Contributions (Mayor)
32. Disciplinary Review Board (Mayor)

Licensing

33. Beer Permits (Finance)

Payment of Statements

34. Bond Fund (Administration)

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title:	Affordable Housing Program – Legacy Pointe Development
Department:	Community Development
Presented by:	Jessica Cline, Assistant Director of Community Development

Summary

Consider down payment assistance from federal Community Development Block Grant (CDBG) funds for the City's Affordable Housing Assistance Program.

Staff Recommendation

Approve the expenditure from CDBG funds for down payment assistance.

Background Information

The purchasers of a new homes Legacy Pointe developed by Habitat for Humanity have applied for down payment assistance. The properties are: 2901 and 2909 Opportunity Lane. The program will provide $10,000 towards each down payment from existing Community Development Block Grant (CDBG) funds under the City's Affordable Housing Assistance Program. The applicants meet the qualifications for assistance.

Council Priorities Served

Responsible Budgeting

Utilizing federal funds to provide community-based assistance is a cost-effective means to address the needs of the community.

Establish strong City brand

Providing assistance to candidates qualifying for CDBG down payment assistance demonstrates the City's prioritization to underserved populations and mixed-income neighborhoods.

Fiscal Impact

The expenditure, $20,000, is fully funded by CDBG funds allocated to the City's Affordable Housing Assistance Program.

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: Wine Sales Certificate of Compliance – JD's Market

Department: Finance

Presented by: Erin Tucker

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Information pertaining to the issuance of a certificate of compliance for wine sales in a grocery store.

Background Information

State law requires that an applicant for wine sales in a retail food store obtain a certificate of compliance from the local jurisdiction to be submitted to the Tennessee Alcoholic Beverage Commission as part of the Commission's licensing process. Compliance for the certificate is based only on the applicant's criminal background information and that the location complies with local zoning ordinances.

A certificate of compliance is requested by Hany Geriss and Magdy Bakharoun for JD's Market at 200 S Maney Ave. This request complies with statutory requirements.

Council Priorities Served

Maintain public safety

The City's role in issuing a Certificate of Good Moral Character allows the City to be aware of locations that would like to include wine, to review zoning restrictions, review applicant background issues, and check for past problems with following City Code.

Attachments

Summary of Request for Certificate of Compliance for Sale of Wine in Grocery Store

City of Murfreesboro
Request for Certificate of Compliance for Wine in Retail Stores

Summary of information from the application:

Name of Business Entity JD's Market

Type of Application:

New - wine sale in retail store

Corporation	
LLC	
Partnership	X
Sole Proprietor	

Owner

Name	Hany M. Geriss
Age	44
Home Address	4423 Oaktown Burrows Dr
Residency City/State	Murfreesboro, TN
Race/Sex	White/M
10 Year Background Check Findings:	
City of Murfreesboro:	None
Rutherford County:	None
Nashville/Davidson County:	None
TBI/FBI	No indication of any record that may preclude the applicant for consideration.

Owner

Name	Magdy Baskharoun
Age	47
Home Address	111 Alsup Ln
Residency City/State	Murfreesboro, TN
Race/Sex	White/M
10 Year Background Check Findings:	
City of Murfreesboro:	None
Rutherford County:	None
Nashville/Davidson County:	None
TBI/FBI	No indication of any record that may preclude the applicant for consideration.

Name of Business JD's Market
Business Location 200 S Maney Ave

Application Completed Properly? Yes

Location meets zoning requirement? Yes

The actual application is available in the office of the City Recorder.

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: Bulk Lubricants Contract

Department: Fleet Services

Presented by: Tommy Miller, Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider approval for bulk lubricant purchases.

Staff Recommendation

Approve the contract with Key Oil and Safety Kleen.

Background Information

ITB01-2026 for bulk lubricant purchases for city vehicles was issued August 27, 2025.

Safety Kleen Systems, Inc. and Keystops DBA Key Oil Co. were the lowest responsive and responsible bidders. These contracts provide bulk lubricant purchases for city vehicles.

Council Priorities Served

Responsible budgeting

By utilizing these contracted purchases, the department has solicited the lowest cost bulk lubricant providers for city vehicles and equipment.

Fiscal Impact

Cost for these expenditures are estimated to be $80,000 and are part of our general parts budget.

Attachments

Agreements for bulk lubricant purchases for city vehicles and equipment.

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Agreement

Contract between City of Murfreesboro

And

Safety-Kleen Systems, Inc. for Bulk Petroleum Products

This Agreement is entered into and effective as of _____, 2025 ("Effective Date"), by and between the **City of Murfreesboro,** a municipal corporation of the State of Tennessee (the "City"), and **Safety-Kleen Systems, Inc.,** a corporation of the State of Wisconsin ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-01-2026 – Bulk Petroleum Products, issued August 19, 2025 (the "Solicitation");
- Contractor's Proposal, dated August 27, 2025 ("Contractor's Proposal");
- Contractor's Price Proposal, dated August 27, 2025 (the "Price Proposal"), attached as Exhibit A; and,
- Any properly executed amendments to this Agreement.

In the event of conflicting provisions, all documents will be construed according to the following priorities:

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement.
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

Contractor shall provide and City shall purchase the materials based on Contractor's Proposal and Price Proposal and the specifications set forth in "ITB-01-2026 – Bulk Petroleum Products" (Exhibit A).

2. Term.

The term of this Agreement commences on the Effective Date and expires in two (2) years, with the option to renew for up to 3 additional one-year terms by mutual agreement of Contractor and the City unless earlier terminated as set forth herein. Contractor's services may be terminated in whole or in part:

a. Upon 30-day prior notice, for the convenience of the City.

b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.

c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

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d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. **Payment and Delivery.**

a. The price for the goods and other items to be provided under this Agreement is set forth in the Price Proposal. No quantities are guaranteed as a result of the ITB and this Contract. Pricing shall be effective for two years, with the option to renew up to three additional one-year terms. Contractor shall submit price increases four months prior to the end of the contract term for approval and acceptance by the City. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.

b. Deliveries of bulk petroleum products items shall be made within fourteen (14) days of order to the Fleet Services Department located at 4753 Florence Road, Murfreesboro, TN. Contact Person, Tommy Miller (tmiller@murfreesborotn.gov) (615) 217-3037 ext. 2101 must be notified of delivery date and time within two (2) days prior to delivery.

c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.

d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any items(s) received which fail to meet the specifications as stated in the ITB.

e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. **Product Failure.** In the event any product fails to meet specifications, the supplier shall, at no expense to the City, remove the unused portion of the product and refund the purchase price of such unused portion to the City.

5. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

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6. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than $1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

7. **Indemnification.**
   a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
   b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
   c. Copyright, Trademark, Service Mark, or Patent Infringement.
      I. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
      II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
         a. Procure for the City the right to continue using the products or services.

b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.

c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

8. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:	If to Contractor:
City Manager	Safety-Kleen Systems, Inc.
City of Murfreesboro	Attn: Shannon Elwood
111 West Vine Street	42 Longwater Drive
Murfreesboro, TN 37130	Norwell, MA 02061
	BPS.government@safety-kleen.com

9. **Maintenance of Records**. Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

10. **Modification**. This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

11. **Relationship of the Parties**. Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

12. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

13. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual

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due to age, race, sex, color, national origin, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

17. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.

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18. **Force Majeure.** No party has any liability to the other 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, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

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

21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

22. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of the "Effective Date" first listed above.

City of Murfreesboro, Tennessee

By: _____
Shane McFarland, Mayor

Approved as to form:
Signed by:
Adam F. Tucker
43A2035E51E9464...
Adam F. Tucker, City Attorney

Safety-Kleen Systems, Inc.
DocuSigned by:
By: shaynn mahan
FBB725FBCA6841E...
Shaynn Mahan, SVP Sales

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EXHIBIT A

PURCHASING DEPARTMENT BID FORM			
NAME OF BID: **Bulk Purchase of Petroleum Products**		Name of Bidder: Safety-Kleen Systems, Inc Date: 8/26/25	
INSTRUCTIONS: Estimated Quantities Only. All prices must include all costs. Costs included in the bid prices shall include services rendered and parts, labor, accessories, shipping/freight, and any other standard equipment necessary provide this service. The City is not subject to sales tax.			
Item No.	Description	Unit of Measure	Unit Price
1	15W40 Motor Oil	Bulk Delivery (gallons)	8.50
2	5W20 Semisynthetic Blend Motor Oil	Bulk Delivery (gallons)	7.25
3	5W30 Semisynthetic Blend Motor Oil	Bulk Delivery (gallons)	7.25
4	Automatic Transmission Fluid-Multi-vehicle	Bulk Delivery (gallons)	12.00
5	Hydraulic Oil AW 68	Bulk Delivery (gallons)	7.35
6	Hydraulic Oil AW 32	Bulk Delivery (gallons)	6.75
7	Grease	14 oz. Cartridge	50.00 14 oz
8	Antifreeze	Drum (55 Gallon)	Below
9	Diesel Exhaust Fluid	Tote (330) Gallon	784.36

Antifreeze

fully formulated (640052) - $464.66

conventional 50/50 (640051- $ 304.45

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Agreement between

City of Murfreesboro

and

Keystops DBA Key Oil Company

for Bulk Petroleum Products

This Agreement is entered into and effective as of _____ 2025 ("Effective Date"), by and between the **City of Murfreesboro,** a municipal corporation of the State of Tennessee (the "City"), and **Keystops DBA Key Oil Company**, a limited liability company of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
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- Contractor's Price Proposal, dated September 2, 2025, attached as Exhibit A (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

Contractor shall provide and City shall purchase materials based on Contractor's Proposal and Price Proposal and the specifications set forth in "ITB-01-2026 – Bulk Petroleum Products," (Exhibit A).

2. Term.

The term of this Agreement commences on the Effective Date and expires in two (2) years, with the option to renew for up to 3 additional one-year terms by mutual agreement of Contractor and the City unless earlier terminated as set forth herein. Contractor's services may be terminated in whole or in part:

a. Upon 30-day prior notice, for the convenience of the City.

b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.

c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the

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other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

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b. Deliveries of bulk petroleum products items shall be made within fourteen (14) days of order to the Fleet Services Department located at 4753 Florence Road, Murfreesboro, TN. Contact Person, Tommy Miller (tmiller@murfreesborotn.gov) (615) 217-3037 ext. 2101 must be notified of delivery date and time within two (2) days prior to delivery.

c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.

d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any items(s) received which fail to meet the specifications as stated in the ITB.

e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. **Product Failure.** In the event any product fails to meet specifications, the supplier shall, at no expense to the City, remove the unused portion of the product and refund the purchase price of such unused portion to the City.

5. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are

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imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

6. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than $1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

7. **Indemnification.**
   a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
   b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
   c. Copyright, Trademark, Service Mark, or Patent Infringement.
      I. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
      II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
         a. Procure for the City the right to continue using the products or services.

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b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.

c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

8. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:	If to Contractor:
City Manager	Keystops DBA Key Oil Company
City of Murfreesboro	Attn: Jonathan Frost
111 West Vine Street	3341 Elam Farm Parkway
Murfreesboro, TN 37130	Murfreesboro, TN 37127
	jfrost@keystops.com

9. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

10. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

12. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

13. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual

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due to age, race, sex, color, national origin, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

17. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.

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18. **Force Majeure.** No party has any liability to the other 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, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

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

21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

22. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of the "Effective Date" first listed above.

City of Murfreesboro, Tennessee

By: _____
Shane McFarland, Mayor

Approved as to form:
Signed by:
Adam F. Tucker
43A2035E51E9401...
Adam F. Tucker, City Attorney

Keystops DBA Key Oil Company

Signed by:
By: _____
5198C52EE9374E7...
Jonathan Frost, DSR

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EXHIBIT A

PURCHASING DEPARTMENT BID FORM	
NAME OF BID: **Bulk Purchase of Petroleum Products**	Name of Bidder: Keystops dba Key Oil Company Date: 9-2-2025

INSTRUCTIONS:
Estimated Quantities Only. All prices must include all costs. Costs included in the bid prices shall include services rendered and parts, labor, accessories, shipping/freight, and any other standard equipment necessary provide this service. The City is not subject to sales tax.

Item No.	Description	Unit of Measure	Unit Price
1	15W40 Motor Oil	Bulk Delivery (gallons)	Hallmark Syn Ble 15W40 $10.14 Mobil Delvac 1300 15W40 $12.9!
2	5W20 Semisynthetic Blend Motor Oil	Bulk Delivery (gallons)	Hallmark Syn Blend 5w20 $7.26 Mobil Special 5w20 $7.84
3	5W30 Semisynthetic Blend Motor Oil	Bulk Delivery (gallons)	Hallmark Syn Blend 5w30 $7.26 Mobil Special 5w30 $7.84
4	Automatic Transmission Fluid-Multi-vehicle	Bulk Delivery (gallons)	Mobil Multi Vehicle ATF $15.79
5	Hydraulic Oil AW 68	Bulk Delivery (gallons)	Hallmark prem Hyd AW 68 $7.44 Mobil H Nuto 68 $7.84
6	Hydraulic Oil AW 32	Bulk Delivery (gallons)	Hallmark prem Hyd AW 2 $7.44 Mobil H Nuto 32 $7.84
7	Grease	14 oz. Cartridge	Mobil Ronex MP 10 Pack $39.75 or $3.975 per tube
8	Antifreeze	Drum (55 Gallon)	Kost Defendal Global AEL 50/50 $6.99 per gallon or $384.45 per drum
9	Diesel Exhaust Fluid	Tote (330) Gallon	DEF $1.85 per gallon or $610.50 per 330 gallon to

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title:	Second Purchase Agreement with Priority Dispatch Corporation
Department:	Police
Presented by:	Chief Michael Bowen

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider the second purchase agreement with Priority Dispatch Corp.

Staff Recommendation

Approve the second purchase agreement with Priority Dispatch for the license renewal of 911 Call Handling Protocol Software System.

Background Information

MPD has been utilizing the 911 Protocol Software from Priority Dispatch since 2020. This software has improved the dispatch center's efficiency and accuracy by standardizing call responses and ensuring quick, consistent emergency service delivery.

This contract will extend our license agreement an additional five years for a total cost of $324,000, billed in annual payments of $64,800.

Council Priorities Served

Maintain Public Safety

The proposed software enhances call-handling for Police and Fire Rescue, improving response times.

Fiscal Impacts

The first annual payment of $64,800 is provided for in the department's FY26 operating budget. Future payments will be budgeted accordingly.

Attachments

Second Purchase Agreement Between the City of Murfreesboro and Priority Dispatch Corporation

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SECOND PURCHASE AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
PRIORITY DISPATCH CORP
FOR RENEWAL OF LICENSE OF 911 CALL HANDLING PROTOCOL SOFTWARE SYSTEM

This Second Master Purchase Agreement (this "**Second Agreement**") is entered into and effective as of _____ ("**Effective Date**"), by and between the **City of Murfreesboro,** a municipal corporation of the State of Tennessee on behalf of the Murfreesboro Police Department and the Murfreesboro Fire Rescue Department (the "**City**"), and Medical Priority Consultants, Inc. d/b/a Priority Dispatch Corp., a corporation of the State of Utah ("**Contractor**") for the renewal of software licensing and services established in the Initial Agreement dated November 5, 2020, based on RFCSP-32-2020 and quote # Q-51276 (the "**Initial Agreement**").

This Agreement consists of the following documents:

- This document;
- Contractor's Service and Pricing Agreement (the "**Service Agreement**");
- Contractor's Price Proposal Quote # Q-78184
- Priority Dispatch System's Service Level Agreement;
- Priority Dispatch System's EULA License & Service Agreement;
- RFCSP-32-2020 – 911 Protocol Software issued June 1, 2020, and Addenda No. 1 through 4;
- Contractor's Business Proposal – RFCSP-32-2020 – 911 Protocol Software dated July 1, 2020; and
- Any properly executed amendments to this Agreement.

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Second Agreement;
- Third, Contractor's Service Agreement, executed in conjunction with this Second Agreement (collectively, the "**Agreement**");
- Fourth, Priority Dispatch System's Service Level Agreement as referenced in the Service Agreement;
- Fifth, Priority Dispatch System's EULA as referenced in Quote #Q78184 and the Service Agreement;
- Sixth, Contractor's Business Proposal – RFCSP-32-2020 – 911 Protocol Software dated July 1, 2020; and
- Seventh, RFCSP-32-2020 – 911 Protocol Software issued June 1, 2020, and Addenda No. 1 – 4.

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase a **911 Call Handling Protocol Software System** from Contractor, as set forth in Contractor's Price Proposal Quote # Q-78148.

2. **Term.** The term of this contract shall be for five years, from November 5, 2025, to November 4, 2030 (the "**Term**"). Contractor's performance may be terminated in whole or in part:
    a. Upon 30-day prior notice, for the convenience of the City.

    b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.

    c. For cause, by either Party, where the other Party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other Party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other Party fails to remedy the problem within 15 days

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after receiving the notice.

d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

a. The price for the goods, services, and other items to be provided under this Agreement is set forth in the Contractor's Price Proposal Quote # Q-78148 and Contractor's Service Agreement, as follows:

- Year 1: (11/05/2025-11/4/2026) License Renewal, Serviced and Support $64,800.00
- Year 2: (11/05/2026-11/04/2027) License Renewal, Serviced and Support $64,800.00
- Year 3: (11/05/2027-11/04/2028) License Renewal, Serviced and Support $64,800.00
- Year 4: (11/05/2028-11/04/2029) License Renewal, Serviced and Support $64,800.00
- Year 5: (11/05/2029-11/04/2030) License Renewal, Serviced and Support $64,800.00

b. Fees may be subject to an annual 3% price increase for inflation and cost of living adjustments:

c. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services, for which each payment represents.

4. Warranty. Unless otherwise specified, every item provided shall meet the warranty requirements set forth in the proposal.

5. Taxes. The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor upon request. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

6. Work Product. Except as otherwise provided herein, all data and documents provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute, and otherwise use, in whole or in part, any such data or documents. Any of the City's property, including but not limited to books, records, and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.

7. Contractor Materials. All materials provided by Contractor, including but not limited to training materials, documentation, card sets, manuals, and other instructional or reference content ("Contractor Materials"), are and shall remain the sole intellectual property of Contractor. Such materials are provided to Customer solely for use in connection with the licensed Software and related services under this Agreement. In the event the Software is decommissioned, or this Agreement is terminated for any reason, Customer shall promptly return or destroy all Contractor Materials in its possession and certify such return or destruction in writing upon Contractor's request.

8. Indemnification.

a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents, and employees from any claims, penalties, damages, costs, and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of

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contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

b. Contractor *(including its licensors)* does not indemnify nor hold any party harmless for the use of or reliance upon their dispatch protocols or other licensed products provided under this Contract.

c. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend, or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

d. Copyright, Trademark, Service Mark, or Patent Infringement.
   i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor with immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance, and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

   ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may, at its option and expense:

      1. Procure for the City the right to continue using the products or services.

      2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.

      3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided, however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

   iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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9. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:	If to the Contractor
City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130	Simón Cantarero General Counsel 110 Regent Street, Suite 500 Salt Lake City, UT 84111 legaldepartment@prioritydispatch.net

10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations**.**

11. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

12. **Modification.** This Agreement may be modified only by written amendment executed by all Parties and their signatories hereto.

13. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No Party becomes liable for any representation, act, or omission of any other Party contrary to this section.

14. **Waiver.** No waiver of any provision of this Agreement affects the right of any Party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

15. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

16. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants that it will comply with this policy.

    Contractor also acknowledges that the City is a government contractor, and that by virtue of this Contract, Contractor is a government subcontractor. Therefore, in accordance with applicable federal law, Contractor shall specifically acknowledge and agree as follows:

    a. **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a)**. This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin; and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex,

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sexual orientation, gender identity, or national origin.

b. **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a)**. This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

c. **The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a)**. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

17. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

18. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the Parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

19. **Integration.** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and governs the respective duties and obligations of the Parties.

20. **Force Majeure.** No Party has any liability to the other 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, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, pandemic, epidemic or other cause of similar or dissimilar nature beyond its control.

21. **Governing Law and Venue.** The validity, construction, and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

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

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23. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action, including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

24. **Effective Date.** This Agreement is not binding upon the Parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the Parties have duly authorized and caused this Second Master Agreement and the Contractor's Service Agreement to be executed as follows:

CITY OF MURFREESBORO, TENNESSEE

_____
Shane McFarland, City Mayor

APPROVED AS TO FORM:
Signed by:
Adam F Tucker
43A2035E51F9401...
Adam F. Tucker, City Attorney

PRIORITY DISPATCH CORP.

By: Signed by: J. Simón Cantarero
FB5JD2640DC140B...
J. Simón Cantarero, General Counsel & Corp. Secretary

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SERVICE AND PRICING AGREEMENT

This Service and Pricing Agreement (this "Agreement") is made by and between Medical Priority Consultants, Inc. *dba* Priority Dispatch Corp., a Utah corporation, located at 110 S. Regent Street, Suite 500, Salt Lake City, UT 84111 ("PDC") and the City of Murfreesboro located at 1004 North Highland Ave, Murfreesboro, TN 37130 ("Client") on October 24, 2025 ("Effective Date"). PDC and Client are collectively referred to herein as the "Parties" or individually as a "Party."

BACKGROUND

A. PDC is in the business of developing, licensing, publishing, distributing, and maintaining proprietary emergency dispatch licensed products throughout the world, and offers products, services, and ongoing support and maintenance to users of the Priority Dispatch System® (PDS).

B. Client is an existing user of the PDS and of PDC's licensed products and services through a contract dated November 5, 2020, based on RFCSP-32-2020 (the "Initial Agreement"), and desires now to renew licenses for Medical, Fire and Police Priority Dispatch Systems, and continue the respective maintenance and support for the current and any additional licenses, products, and/or services as set forth in this Agreement.

C. This Agreement describes the service(s) and support to be provided by PDC and does not cancel or void any pre-existing agreements between the Parties.

D. The Parties agree that this Agreement, along with any pre-existing agreements (such as Extended Service Plan, Quality Performance Review, Pricing, and/or End User License Agreements), shall govern all current and future Client-operated public safety answering points or communications centers. In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority;
- Second, the Second Master Purchase Agreement
- Third, this document;
- Fourth, Priority Dispatch System's Service Level Agreement as referenced herein; and
- Fifth, Priority Dispatch System's EULA as referenced in Quote #Q78184 and herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

1.1. **"Licensed Products"** include all material, in whatever form or medium, related to the PDS; including, but not limited to, software, documentation, content, and/or manual card sets that Client receives or has received from PDC in connection with this Agreement, or any pre-existing agreement(s), and as further identified in Client's invoice or quote from PDC. Licensed Products also include any and all manuals, instructions and other documents and materials that PDC provides or makes available to Client on behalf of the International Academies of Emergency Dispatch (IAED), in any form or medium in relation to the product. The use and maintenance of the PDS and other PDC licensed products are set forth in the applicable End User License Agreement ("EULA"), as amended from time to time. The applicable EULA is incorporated herein into this Agreement as though set forth at length. The applicable EULA(s) can be found at: https://www.prioritydispatch.net/en/licensing.

2. **Use & Ownership.** The Licensed Products, and their contents, and any and all copies thereof and derivatives, variations or permutations therefrom are owned by PDC. Client acknowledges that PDC owns or has rights to, all intellectual property rights in and to the Licensed Products. License fees purchase only the limited license to use the products as provided in this Agreement. Client agrees not to infringe upon any of the exclusive intellectual property rights of PDC. Copies of the Licensed Products are loaned to Client by PDC for the duration of the License only, and only for the purpose of enabling Client to exercise its License rights.

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3. **Term & Termination**

3.1. This Agreement shall have an initial term of five (5) years from the Effective Date. The quoted pricing for licenses, services, and support is fixed for the duration of the term of this agreement, or as otherwise agreed by the Parties in writing. Following the initial term, and unless terminated as set forth herein, this Agreement shall thereafter automatically renew for consecutive one-year terms.

3.2. **Material Breach**. If a Party materially breaches this Agreement, any pre-existing agreement(s), or the EULA, and fails to cure such breach within 30 days after written notice and opportunity to cure the breach, this Agreement may be terminated subject to the decommission process.

3.3. **Termination for Convenience**. Client may terminate this Agreement for any reason after giving PDC advance written notice no less than 90 days, subject to the decommission process below.

3.3.1. **Decommission Process**. The Decommission Process will involve, among other activities, collecting all PDC's intellectual property and Licensed Products, and exporting PDS data in a format that will give Client access to historical records. Client understands that PDC will come on site at their location(s) and Client must provide a dedicated person to PDC to allow for the successful decommissioning of the PDS. After the decommission process, any PDC products or materials found shall be immediately forwarded to PDC.

4. **One Plan Maintenance, Extended Service Plan and Other Services**. As applicable, Client has opted for the One Plan Maintenance Package, Extended Service Plan, or the continuation or extension of products or services that will be provided under the terms of this Agreement or pre-existing agreements, and as set forth in Quote # Q- (see Attachment A).

5. **Service Level Agreement**.

https://prioritydispatch.widen.net/s/csbrqqzcc7/service-level-agreement-pdc-psi

6. **Artificial Intelligence (AI) Technology**. Customer is absolutely prohibited from using, or allowing any vendor, supplier, contractor, agent, or employee of Customer to use for itself or in Customer's behalf, any technology which purpose is to apply any kind of artificial intelligence analysis to Licensed Products, Confidential Information, or any intellectual property of PDC or the IAED. AI Technology includes any software, service, application, or platform that processes, involves, has access to, is exposed to, utilizes, generates, learns, stores, adopts, copies, modifies, impacts, or potentially impacts Confidential Information or any intellectual property, data, systems, goods, services, or products of PDC or IAED. Should Customer learn that Confidential Information, Licensed Product, or any data, content, or intellectual property of PDC or IAED has been used in or with AI Technology without PDC permission, Customer shall immediately notify PDC in writing, and shall inform PDC of the AI Technology or services being contracted by Customer and identify the supplier, contractor, or vendor of such technology. For purposes of this section, AI Technology meany any artificial intelligence capable of or enables machine learning capabilities, including, but not limited to, Reactive AI, Limited Memory AI, Generative AI, Predictive AI, Computer Visions AI, Conversational AI and/or Learning Language Models. In the event of any such use or disclosure, PDC or IAED may, in its sole discretion, deny the use of AI technology in the performance of the Agreement or terminate this Agreement immediately and without any liability or duty beyond that compensation for goods or services already provided. Customer shall fully indemnify and hold PDC and IAED harmless from all claims, losses, or damages related to Customer's use of AI Technology.

7. **Pricing & Payment Terms.** Client shall pay PDC the fees for license, products, and services specified on Client's invoice from PDC. PDC RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT IF CLIENT IS NOT CURRENT ON ITS FINANCIAL OBLIGATIONS TO PDC. If invoice is not paid within 60-days it will be considered "overdue" and accrue interest at 1% per month, compounding. A 3% fee will be added for all credit card charges over $5,000.

7.1. Fees schedule listed on Attachment A. Fees may be subject to an annual 3% price increase for inflation and cost of living adjustments:

Year 1: (11/05/2025-11/4/2026) License Renewal, Serviced and Support $64,800.00

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Year 2: (11/05/2026-11/04/2027) License Renewal, Serviced and Support $64,800.00

Year 3: (11/05/2027-11/04/2028) License Renewal, Serviced and Support $64,800.00

Year 4: (11/05/2028-11/04/2029) License Renewal, Serviced and Support $64,800.00

Year 5: (11/05/2029-11/04/2030) License Renewal, Serviced and Support $64,800.00

8. **Relationship of the Parties**. The Parties shall act as independent contractors in the performance of this Agreement. The employees of one Party shall not be deemed the employees of the other Party.

9. **Survival of Terms**. Termination or expiration of this Agreement for any reason shall not release either Party from any obligations set forth in this Agreement which the Parties have expressly agreed shall survive any such termination or expiration, or by their nature would be intended to be applicable following any such termination or expiration.

10. **Compliance with Laws**. In performing services or obligations hereunder, the Parties shall comply with applicable local statues, ordinances, and regulations.

11. **Notices**. Any notice or demand required or permitted hereunder that does not relate to the assignment of rights to money due to PDC shall be sufficiently given when set forth in writing and delivered in person, by mail, facsimile, or email:

To PDC:

Priority Dispatch Corp.
Attn: Legal Department
110 South Regent Street, Suite 500
Salt Lake City, Utah 84111
Email: LegalDepartment@prioritydispatch.net

To Customer:

Murfreesboro Police Department
Attn: Jenny Licsko
1004 North Highland Avenue
Murfreesboro, Tennessee 37130
Email: dlicsko@murfreesborotn.gov

12. **Counterparts**. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and either Party may enter into this Agreement by executing a counterpart.

13. **Severability**. If any portion of this Agreement is determined to be invalid or unenforceable, such portion shall be adjusted, rather than voided, to achieve the intent of the Parties to the extent possible, and the remainder shall be enforced to the maximum extent possible.

IN WITNESS WHEREOF, the Parties have duly authorized and caused this Agreement to be executed as follows:

PRIORITY DISPATCH CORP.

Signed by:
Signature: J. Simón Cantarero
FB51D2640DC140B...

Print Name: J. Simón Cantarero

Title: General Counsel & Corp. Secretary

CITY OF MURFREESBORO

Signature: _____

Print Name: Shane McFarland

Title: City Mayor

Signed by:
APPROVED AS TO FORM:
Adam F. Tucker
43A2035E51F9401...
Adam F. Tucker, City Attorney

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ATTACHMENT A

PRIORITY DISPATCH CORP.
QUOTE #Q-78184

Docusign Envelope ID: 0F8AEBB6-2D17-41AA-A50D-811AECB8AA14

Quote

Priority Dispatch Corp.

110 Regent Street, Suite 500

Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Tony Guido
Phone: (800) 363-9127
Direct:
Email: tony.guido@prioritydispatch.net

Agency: Murfreesboro Emergency Communications
Agency ID #: 9695
Quote #: Q-78184
Date: 9/25/2025
Offer Valid Through: 12/15/2025
Payment Terms: Net 30

Currency: U.S. Dollar

Bill To:
Murfreesboro Emergency Communications
1004 North Highland Avenue
Murfreesboro, Tennessee 37130
United States

Ship To:
Murfreesboro Emergency Communications
1004 North Highland Avenue
Murfreesboro, Tennessee 37130
United States

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) **License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades**	Medical;Fire;Police	12	**USD 63,450.00**
ProQA Training License ESP **License Renewal, Service & Support**	Medical;Fire;Police	3	**USD 1,350.00**
		2nd Contract - Year 1 Annual Maintenance TOTAL:	USD 64,800.00

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) **License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades**	Medical;Fire;Police	12	**USD 63,450.00**
ProQA Training License ESP **License Renewal, Service & Support**	Medical;Fire;Police	3	**USD 1,350.00**
		2nd Contract - Year 2 Annual Maintenance TOTAL:	USD 64,800.00

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) **License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades**	Medical;Fire;Police	12	**USD 63,450.00**
ProQA Training License ESP **License Renewal, Service & Support**	Medical;Fire;Police	3	**USD 1,350.00**
		2nd Contract - Year 3 Annual Maintenance TOTAL:	USD 64,800.00

"To lead the creation of meaningful change in public safety and health."

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Quote

Priority Dispatch Corp.

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) **License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades**	Medical;Fire;Police	12	USD 63,450.00
ProQA Training License ESP **License Renewal, Service & Support**	Medical;Fire;Police	3	USD 1,350.00
	2nd Contract - Year 4 Annual Maintenance TOTAL:		USD 64,800.00

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) **License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades**	Medical;Fire;Police	12	USD 63,450.00
ProQA Training License ESP **License Renewal, Service & Support**	Medical;Fire;Police	3	USD 1,350.00
	2nd Contract - Year 5 Annual Maintenance TOTAL:		USD 64,800.00

Subtotal	USD 64,800.00
Total	USD 64,800.00

Customer Signature:		**Date:**	
Customer Name:		**Purchase Order ID:**	
Expiration Date:			

Terms and Conditions

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: https://prioritydispatch.net/licensing/

"To lead the creation of meaningful change in public safety and health."

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: Patterson Park Site Survey and Parking Lot Design Amendment 1

Department: Project Development Department

Presented by: Scott Elliott, Manager of Project Development

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider approving Amendment 1 to the Agreement with Griggs and Maloney for Patterson Park Site Survey and Parking Lot Design

Staff Recommendation

Approve the Amendment.

Background Information

In 2024, engineers from Kimley-Horn and Griggs & Maloney developed a master plan to enhance the outdoor campus at Patterson Park Community Center, including new parking areas, improvements to existing parking facilities, and installation of a new playground and splash pad.

During construction, it was determined that the existing parking lot required modifications to the ADA parking stalls and an increase in the total number of ADA-accessible spaces. This amendment authorizes Griggs & Maloney to provide the necessary design services to ensure the updated parking layout remains compliant with ADA and building code requirements.

Council Priorities Served

Establish strong City brand

Providing adequate and quality parking at Patterson Park Community Center will enhance the customer experience at the facility.

Fiscal Impact

The expense, or $8,045, will increase the contract to $63,245 and is funded by the FY22 CIP Budget.

Attachments

Amendment Number 1 to the Professional Services Agreement.

Docusign Envelope ID: E8E35158-3D17-49E0-BDBB-2C4707D5B4A8

GRIGGS & MALONEY
INCORPORATED
Engineering & Environmental Consulting

P.O. Box 2968
Murfreesboro, TN 37133-2968
(615) 895-8221
Fax: (615) 895-0632

October 24, 2025

Mr. Nate Williams, Director
Parks and Recreation Department
City of Murfreesboro
P.O. Box 748
Murfreesboro, Tennessee 37133

RE: PATTERSON PARK ADA PARKING EXPANSION– ADDITIONAL SERVICES DURING DESIGN & CONSTRUCTION
G&M PROJECT # 226-221 (AMENDMENT#1)

Dear Mr. Williams:

Griggs & Maloney's proposed amendment for the ADA design services is in the amount of $5,565.00. G&M will survey the existing area and design a lowered curb ramp across 8 new ADA parking stalls. Design work includes spot shots for drainage and ADA slopes, signage, and a restriping plan.

In addition, after completion of the parking lot design and prior to biding, G&M assisted the City's procurement team with the combination of the bidding documents for G&M's scope and Kimely's Horn's splash pad scope of work to bid the two projects as one. The amended cost for this work is $2,480.00.

The total amendment is $8,045.00. The original agreement between the City and G&M dated July 6, 2023, for survey and design services was $55,200. Including the amendment, the agreement amount increases to $63,245.00. Thank you for the opportunity to assist the City with the engineering services for Patterson Park.

Sincerely,
GRIGGS & MALONEY, INC.

Ryan W. Maloney, P.E.
President

Cc: Scott Elliot, City of Murfreesboro
Cc: James Hill, City of Murfreesboro

APPROVED AS TO FORM
Signed by:
Adam F. Tucker
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Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: Hangar Design Work Authorization Amendment 2

Department: Project Development Department

Presented by: Scott Elliott, Manager of Project Development

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider approving Amendment 2 to the Work Authorization for engineering design professional services for a hangar project.

Staff Recommendation

Approve the Work Authorization amendment.

Background Information

The City of Murfreesboro previously authorized Barge Design Solutions to design a new corporate hangar facility at the Murfreesboro Municipal Airport. The project includes a 100-foot by 150-foot hangar bay with a 24-foot-high clear door, 3,000 square feet of office space, aircraft ramp area, and automobile parking. Located on the north end of the airport, the hangar is intended to attract corporate-level aviation services and is scheduled for occupancy by August 1, 2026, in coordination with ongoing site improvements.

This amendment adds services with Sebench Engineering to provide fire protection design and consulting in order to maintain building code compliance for the Airplane Hangar.

Council Priorities Served

Improve economic development

The construction of hangars and other facilities at the Murfreesboro Municipal Airport addresses the tremendous need for hangar space and contributes to the Airport's creation of jobs and revenue opportunities along while providing new aeronautical 2 services for the community.

Fiscal Impact

The expense, or $22,983, will increase the contract to $335,029 and is funded by the Airport Fund.

Attachments

Amendment Number 2 to the Work Authorization.

Docusign Envelope ID: 70445E9F-4B9D-4660-8343-B68C308EC137

BARGE DESIGN SOLUTIONS, INC. ENGINEERS • ARCHITECTS • PLANNERS

Work Authorization 2025-02 (Revision 2)
October 6, 2025

This amendment to Work Authorization No. 2025-02, dated July 10, 2025, between the City of Murfreesboro **(Client)** and Barge Design Solutions, Inc. **(Barge)** is for a revision in services described as follows:

Project: Fire Protection Performance Based Design and Construction Support for North Hangar One

Project Scope: Barge will coordinate with Sebench Engineering to provide a Fire Protection Performance Based Design and Construction Support for North Hangar One being proposed for the Murfreesboro Municipal Airport. Refer to attached proposal dated October 3, 2025 for full Scope of Services description.

II. COMPENSATION: The adjusted compensation to be paid to **Barge** shall be as shown below in accordance with the original contract:

Phase	Description	Current Contract Amount	Revision 2 Adjustment	Revision 2 Contract Amount
2050	Project Development Services	11,217.00	0.00	11,217.00
3900	Site Surveying Services	13,163	0.00	13,163.00
6055	Civil Design and Project Management	79,135.00	0.00	79,135.00
7000	Bidding Services	8,254.00	0.00	8,254.00
7200	Geotechnical Survey	24,100.00	0.00	24,100.00
9000	Architectural Design	98,250.00	0.00	98,250.00
9100	Structural Engineering	26,912.00	0.00	26,912.00
9200	Mechanical/Plumbing Eng	23,332.00	0.00	23,332.00
9300	Electrical Engineering	27,683.00	0.00	27,683.00
9400	Fire Protection Design	0.00	22,983.00	22,983.00
	Contract Amount	$ 312,046.00	$ 22,983.00	$ 335,029.00

III. TERMS AND CONDITIONS: Services performed under this addendum are subject to the same terms and conditions described in the Owner-Engineer Agreement dated January 1, 2021.

Docusign Envelope ID: 70445E9F-4B9D-4660-8343-B68C308EC137

City of Murfreesboro

By: _____

Title: _____

Date: _____

Barge Design Solutions, Inc.

By: _____

Title: _____

Date: _____

City Attorney

Name: Adam F Tucker
43A2035E51F9401...

Date: 11/3/2025

Docusign Envelope ID: 70445E9F-4B9D-4660-8343-B68C308EC137

SEBENCH ENGINEERING

Sebench Engineering
2897 N Druid Hills Road NE
Suite 158
Atlanta, GA 30329-3924
Direct 813-304-8536
etupman@sebench.com
www.sebench.com

October 3, 2025

TO: Jeff Redmill, Barge Design Solutions, Inc.

RE: Proposal for Fire Protection Performance Based Design and Construction Support for new Hangar being proposed for the Murfreesboro Airport located in Murfreesboro, TN (Proposal Number: MCC-20-016)

Sebench Engineering is pleased to submit this proposal to provide a Fire Protection Performance Based Design and Construction Support for new Hangar being proposed for the Murfreesboro Airport located in Murfreesboro, TN. Please see the detailed list of services outlined in the attached Scope of Services (page 2-3).

All services will be performed on an hourly basis including expenses in accordance with the Rate and Expense Schedule (page 3) with a guaranteed maximum fee as follows:

Engineering Spec. Design, including drawings and expenses:	$14,445.00
Construction Support:	$ 8,538.00
Total:	$22,983.00

Invoicing will occur monthly. Invoices remaining unpaid at the end of the thirty-(30) day grace period will be assessed a 1.5% finance charge for each month thereafter.

Upon approval of this proposal, please sign and e-mail the attached Signature Page (page 4), to Sebench Business Office at SBO@sebench.com.

Sebench Engineering is excited about the opportunity to contribute to the success of Barge Design Solutions, Inc., and to prepare and implement comprehensive fire protection services that support your vision. Please feel free to contact us at 813-304-8536, if you have any questions. Thank you for considering Sebench Engineering for your Fire Protection Engineering needs.

Sincerely,

Edward W. Tupman

Edward W. Tupman, SET
Senior Designer
Sebench Engineering Inc
Direct: 813.304.8536
Email: ETupman@sebench.com

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Scope of Services

The following items represent the Scope of Services for the Fire Protection Performance-Based Design and Construction Support for the proposed new hangar being constructed at the Murfreesboro Airport located in Murfreesboro, TN.

The Fire Protection Performance Based Design and Construction Support will be performed in accordance with the following codes and standards:

A. 2021 Tennessee Building Code-TBC
B. 2021-Tennessee Fire Code-TFC
C. National Fire Protection Association
    1. NFPA 13, 2019: Standard for the Installation of Sprinkler Systems
    2. NFPA 30, 2021: Flammable and Combustible Liquids Code
    4. NFPA 72, 2019: National Fire Alarm and Signaling Code

Sebench Scope of Services

Sebench Engineering shall perform the following services:

A. Initial meeting with Barge Design Solutions, Inc. Project Manager to review Project Scope
B. Generate a Performance-Based Design to obtain preliminary approval from City of Murfreesboro.
C. Attend “Teams” meetings with the design team.
D. Attend a meeting with the Variance Board to assist in obtaining approval from City of Murfreesboro.
E. Coordinate design with all other disciplines.
F. Issue project for bids.

Construction Support:

G. Check shop drawings, hydraulic calculations and information sheets from successful Fire Protection Contractor.
H. Answer any questions during construction.
I. Perform final field inspection, witness testing of video detectors to perform punch list with final report.
J. One on site visit during design to meet with the design team and the AHJ.
K. One on site visit for construction support for final inspection.

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Project Schedule

A. Project schedule will be determined by Morgan Construction Company, Inc. Project Manager.

Assumptions and Clarifications

A. Adequate water supply available for automatic sprinklers

B. Need a current water supply within the last year

Rates Schedule

Hourly Rates

A.	Fire Protection Engineer, PE & CFPS	$225
B.	Senior Designer, SET	$185
C.	Project Management Assistant	$70

Expenses

A. Mileage: Direct Reimbursement per United States Treasury Department
B. Airfare-(Coach): Direct Reimbursement
C. Rental Car complete with gas: Direct Reimbursement
D. Hotel-(Holiday Inn Express): Direct Reimbursement
E. Airport Parking: Direct Reimbursement
F. Luggage Fees: Direct Reimbursement
G. Meals: Direct Reimbursement

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Signature Page

By signing herein Barge Design Solutions, Inc. agrees to the hourly fees and scope of services, with a guaranteed maximum fee of $22,983.00 dollars including expenses set forth herein.

Services will be billed in accordance with the attached Rate Schedule. Invoicing will occur upon monthly and will be due and payable within thirty-(30) days of receipt of invoice. Invoices remaining unpaid at the end of 30 days will be assessed a finance charge of 1.5% per month thereafter.

IN WITNESS WHEREOF, the parties have caused this Proposal to be executed by their respective authorized representatives as of the Effective Date.

Barge Design Solutions, Inc.

By: _____

Name: _____

Title: _____

Effective Date: _____

Please sign and e-mail to Sebench Business Office at SBC@sebench.com.

Docusign Envelope ID: 70445E9F-4B9D-4660-8343-B68C308EC137

Sebench Engineering Inc.

Our agreement with you is subject to the following terms and conditions.

Reimbursable Expenses

Fees listed in this agreement do not include any expenses related to:
These expenses, when incurred in connection with this project, are payable at our current, standard rates and are in addition to the compensation for recommended services or optional services.

Payment Terms

Our agreement is with you and payments to us for all services and reimbursable expenses shall be made within 30 days of the invoice date. We invoice monthly based either on time expended or, where our compensation is stated as a lump sum, based on the percent of work completed.

Late Charges

You will incur an interest and administrative charge of 1 1/2% per month if you do not pay us within 30 calendar days of the invoice date. This charge will be added to all amounts due commencing on the date of the invoice. Interest and administrative charges shall be in addition to the fees for professional services and reimbursable expenses.

Invoice Approval

You shall notify us within 14 days of the invoice date if you object to all or any portion of the invoice.

Suspension of Work

We shall have the right, at our option, upon three (3) days prior written notice to the client and without waiving any claim against the client, to suspend our work on the project until payments are current if the client fails to pay an invoice within the 30-day time limit outlined above. We shall not lose this right to suspend work at any time even if we elect to continue work.

Taxes

If fees or other charges are subject to or become subject to sales or gross receipt taxes, we will bill any such applicable taxes in addition to the fees or other charges, and the client will be responsible for paying all such taxes.

Fee Adjustments

Compensation amounts are subject to increase if the services covered by this agreement have not started within 3 months of the date of this agreement or completed within 24 months of the date of this agreement. The hourly rate schedule is subject to increase on January 1 of each year.

Termination

Either party may terminate this agreement upon 14 days written notice. Upon termination and despite the causes, we shall be compensated within 30 days for all services performed up to the termination date. Compensation shall be hourly at our standard rates not to exceed any lump sum amount that may be applicable to *recommended services* plus any *optional services* and reimbursable expenses.

Contractor Performance

During site visits, we will spot observe the progress and results of the work and attempt to determine, in general, if the results of the work are in accordance with the drawings and specifications. Performance of the contractor is not guaranteed nor is it guaranteed that spot observation of the work will discover any or all discrepancies. We are not responsible for construction means, methods, techniques, sequences or procedures, time of performance or for any safety precautions in connection with the work.

Ownership and Use of Documents

All drawings, specifications and other materials prepared by us pursuant to this agreement shall remain our property. You shall have the right to retain copies of these materials for information and reference only in connection with the use and occupancy of the project. You shall not use or disclose these materials for any additions to this project, for any other project or for any other purpose without our prior written consent.

Hazardous Substances

Except as this agreement provides to the contrary, we shall not identify or test or inspect for any hazardous or toxic substances at the site of the project. You shall hold Sebench Engineering Inc. harmless to the extent permitted by law for all claims, liabilities and expenses (including reasonable attorney's fees and expenses) related to any hazardous or toxic substances at the site. You shall notify us promptly of any hazardous or toxic substances at the site.

Warranty

We will perform our services in a manner consistent with that level of care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No other warranty, expressed or implied, is included or intended by this agreement.

Limitation of Liability

General:

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of Sebench Engineering Inc. and our officers, directors, partners, employees, agents and Consultants, and any of them, to the Client and anyone claiming by, though, or under the Client for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Sebench Engineering Inc. or our officers, directors, partners, employees, agents or Consultants, or any of them, shall not exceed the total compensation received by Sebench Engineering, Inc. under this Agreement. Morgan Construction Company, Inc.: Proposal Number: MCC-20-016 Proposal for Fire Protection Performance-Based Design and Construction Support for new Hangar for Murfreesboro Airport located in Murfreesboro, TN.

Docusign Envelope ID: 70445E9F-4B9D-4660-8343-B68C308EC137

Opinion of Probable Construction Costs:
We may submit at your request an opinion of the probable cost required to construct work others or we recommend. Our opinion of probable construction costs should not be considered comparable to the services that a construction cost estimator or construction contractor would provide. Therefore, you waive any claim against Sebench Engineering Inc. about the accuracy of our opinion of probable construction cost.

Verification of Existing Conditions:
Remodeling or investigations in an existing building often requires that we make certain assumptions regarding existing conditions. We may not be able to verify some of these assumptions without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building. Therefore, Sebench Engineering Inc. shall not be held liable to any party if any such reasonable assumption is later determined to be incorrect.

Dispute Resolution
All claims, disputes and other matters in question between you and Sebench Engineering Inc. arising out of or relating to this agreement, shall be resolved by good faith negotiations between the client and Sebench Engineering, Inc. If good faith negotiation fails to resolve the matter, the client and Sebench Engineering, Inc. agree to seek a satisfactory resolution using a mutually agreeable independent third party mediator.

Notices
All notices and other communications permitted or required under this agreement shall be in writing and shall be personally delivered (as by a party or a commercial courier) or sent by US Mail, return receipt requested, postage prepaid, to the address of a party as provided below. Notices shall be effective upon the date of delivery or tender of delivery. Rejection or the refusal to accept or the inability to deliver because of a change of address of which no notice was given to the other party shall be deemed to be the equivalent of receipt of the notice sent.
Notices to Sebench Engineering Inc. shall be sent to our office or to such other address as either party may notify the other. Notices to the client shall be sent to their office or to such other address as either party may notify the other.

Miscellaneous
This agreement shall serve as the entire agreement between you and Sebench Engineering Inc. and shall supersede all prior discussions or communications relating to the subject matter hereof. This agreement can only be modified by a written agreement signed by both parties. This agreement shall be governed by and interpreted in accordance with the laws of Georgia. Time is of the essence of this agreement.

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: Veterans Park Contingency Allowance Allocation

Department: Project Development Department

Presented by: Scott Elliott, Manager of Project Development

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☐
Direction	☐
Information	☒

Summary

Report of Veterans Park contract contingency allowance.

Staff Recommendation

The contingency report of use of the allowance is provided as information only.

Background Information

The attached change control log identifies the change requests, through change control forms, and tracks the allowance allocations issued through field work change directives. Note that this Prime Contract Change Order no. 1 does not change the contract price or contract time. The final contract price and number of working days will be adjusted accordingly in the final balancing change order at the end of the project.

Council Priorities Served

Improve economic development

Quality of life elements in our community such as a robust parks system provide the City with a competitive advantage in economic development activities.

Fiscal Impact

The amount of the increased expense, $21,750, is accommodated in the contingency allowance with no change in the total contract amount of $16,351,636.

Attachments

Change Control Log and Forms

Moody Excavating, LLC
111 Forbus Dr
Christiana, Tennessee 37037
Phone: (615) 546-4815

Change Order linked to MUNIS contract number 20260215. This change order does not change contract totals as it pulls funding down from contingency funds.

PCCO #001

Project: 27-191 - Veterans Park
4908 Veterans Parkway
Murfreesboro, Tennessee 37128

Prime Contract Change Order #001:

TO:	**City of Murfreesboro** 111 W Vine Street Murfreesboro, Tennessee 37130	**FROM:**	**Moody Excavating** 111 Forbus Drive Christiana, Tennessee 37037
DATE CREATED:	10/07/2025	**CREATED BY:**	Jeremy Moody **(Moody Excavating)**
CONTRACT STATUS:	Approved	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	10/07/2025
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:		**SIGNED CHANGE ORDER RECEIVED DATE:**	
CONTRACT FOR:	1:Veterans Park	**TOTAL AMOUNT:**	$0.00

DESCRIPTION:
Total Deduct of this CO = ($21,750.00)
Owner Contingency After CO = ($757,196.37)

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
001	CE #001 - Sinkhole Contingency ($21,750)		$0.00
		Total:	$0.00

CHANGE ORDER LINE ITEMS:

PCO # 001: CE #001 - Sinkhole Contingency ($21,750)

#	Budget Code	Description	Amount
1	P-21.Z Miscellaneous, Budgets, & Contingencies.Other	Excavate and Backfill Earth- Sinkholes	$20,800.00
2	P-21.Z Miscellaneous, Budgets, & Contingencies.Other	Geotextile Fabric - Sinkhole	$950.00
3	P-21.Z Miscellaneous, Budgets, & Contingencies.Other	Owners Contingency	$(21,750.00)
		Grand Total:	**$0.00**

The original (Contract Sum)	$16,351,636.73
Net change by previously authorized Change Orders	$0.00
The contract sum prior to this Change Order was	$16,351,636.73
The contract sum will not be changed by this Change Order in the amount of	$0.00
The new contract sum including this Change Order will be	$16,351,636.73

The contract time will not be changed by this Change Order.

PCCO #001

Rob Whitson (Gresham Smith and Partners)
222 2nd Ave S #1400
Nashville, Tennessee 37201

Signed by:
Rob Whitson
51E52B73C263423...
10/9/2025
SIGNATURE **DATE**

City of Murfreesboro
111 W Vine Street
Murfreesboro, Tennessee 37130

Signed by:
2430FEE75D2A4B9...
10/9/2025
SIGNATURE **DATE**

Moody Excavating
111 Forbus Drive
Christiana, Tennessee 37037

Jeremy Moody 10-8-2025
SIGNATURE **DATE**

APPROVED AS TO FORM
Signed by:
Adam F Tucker
43A2035E51F9401...
Adam F. Tucker, City Attorney

Docusign Envelope ID: 38B39F01-AA54-47FB-BF79-A81938EA3639

CHANGE CONTROL LOG

Owner: City of Murfreesboro
Project Name: Veterans Park
Contract No. ITB-07-2023
Arch/Eng: Gresham Smith
Contractor: Moody Exacating

Original Contract Amount:	$ 16,351,636.73
Adjusted Contract Amount:	$ 16,351,636.73
Contingency Allowance Amount:	$ 778,946.37
Remaining Contingency Allowance Amount:	$ 757,196.37

PCCO No.	Brief Description of Change Item	Change Type	Initiated By	Status (Approved/ Pending/ Rejected)	Approved By:	Date From/ To Contractor	Date Submitted to Owner	Date Approved/ Rejected by Owner	Contract Time Extension (days)	Add/ Deduct (+/-) from Allowance	Cumulative Add/ Deduct (+/-) from contract	Adjusted Contingency Amount
1	PCO #1- cover overages in Sinkhole allowances	CCR	CONTRACTOR	PENDING	City Manager	10/7/2025	10/7/2025		0	$ (21,750.00)		$ 757,196.37
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
Totals									**0**	**$ (21,750.00)**	**$ -**	**$ 757,196.37**

A Contract Times Extension Requires City Council Approval

Abbreviations
RFP = REQUEST FOR PROPOSAL
FO = FIELD ORDER
WCD = WORK CHANGE DIRECTIVE
CCR = CONTRACTOR CHANGE REQUEST

Docusign Envelope ID: 38B39F01-AA54-47FB-BF79-A81938EA3639

PCO #001

Moody Excavating, LLC
111 Forbus Dr
Christiana, Tennessee 37037
Phone: (615) 546-4815

Project: 27-191 - Veterans Park
4908 Veterans Parkway
Murfreesboro, Tennessee 37128

Prime Contract Potential Change Order #001: CE #001 - Sinkhole Contingency ($21,750)

TO:	City of Murfreesboro 111 W Vine Street Murfreesboro, Tennessee 37130	**FROM:**	Moody Excavating 111 Forbus Drive Christiana, Tennessee 37037
PCO NUMBER/REVISION:	001 / 0	**CONTRACT:**	1 - Veterans Park
REQUEST RECEIVED FROM:		**CREATED BY:**	Jeremy Moody **(Moody Excavating)**
STATUS:	Approved	**CREATED DATE:**	10/7/2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	#001 - (no title)
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$0.00

POTENTIAL CHANGE ORDER TITLE: CE #001 - Sinkhole Contingency ($21,750)

CHANGE REASON: Allowance

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #001 - Sinkhole Contingency ($21,750)

ATTACHMENTS:
Sinkhole #10 Report.pdf

#	Budget Code	Description	Amount
1	P-21.Z Miscellaneous, Budgets, & Contingencies.Other	Excavate and Backfill Earth- Sinkholes	$20,800.00
2	P-21.Z Miscellaneous, Budgets, & Contingencies.Other	Geotextile Fabric - Sinkhole	$950.00
3	P-21.Z Miscellaneous, Budgets, & Contingencies.Other	Owners Contingency	$(21,750.00)
		Grand Total:	**$0.00**

Rob Whitson (Gresham Smith and Partners)
222 2nd Ave S #1400
Nashville, Tennessee 37201

SIGNATURE **DATE**

City of Murfreesboro
111 W Vine Street
Murfreesboro, Tennessee 37130

SIGNATURE **DATE**

Moody Excavating
111 Forbus Drive
Christiana, Tennessee 37037

SIGNATURE **DATE**

Docusign Envelope ID: 38B39F01-AA54-47FB-BF79-A81938EA3639

Moody Excavating, LLC
Job #: 27-191 Veterans Park
4908 Veterans Parkway
Murfreesboro, Tennessee 37128

Sinkhole #10 Report

Quantity Log

Date	Created By	Cost Code	Comments	Quantity	Size/Material Type	Units
09/08/2025	Victor Elvira	P-18 Sinkhole Repair	Digging sinkhole,90 loads topsoil A25G, it was used to fill in slope beside Veterans parkway Sinkhole SH # 10	90	Topsoil	
09/09/2025	Victor Elvira	P-18 Sinkhole Repair	Sinkhole # 10 24"-36" inch stones - 4 loads 6-12 inch stones - 6 loads #57 stone - 4 loads	14	Stone	
09/09/2025	Jeremy Moody	P-18 Sinkhole Repair	ES800N-US 15 x 300' NW Fabric 2 rolls Cutting fabric roll and placing it down so we could lay rock and then covered the rock with the fabric	2		
09/10/2025	Victor Elvira	P-18 Sinkhole Repair	Filling in sinkhole with rock Filling sinkhole with Topsoil A25G 57 loads And compacting after Sinkhole 25 wide , 60 long	57	Pug, Topsoil, Stone	

9-8-2025

Unearthing and Removing Dirt from Sinkhole
90 loads @ 20 CY/load = 1,800 CY

1,800CY @ $16 = $28,800
$8,000 in Contract
$20,800 pull from Contingencies

9-9-2025

Stone
14 loads @ 21 tons/load = 294 Tons
294 Tons @ $35/Ton = $10,290

(In Contract)

Fabric
15'x300' = 4,500 SF = 500 SY
500 SY x 2 = 1,000 SY

$950 in contract
$950 in Contingencies

9-10-2025

Capping Sinkhole and Covering up sinkhole per Geotech

57 loads @ 20 CY/Load = 1,140 CY
~~1,140 CY @ $16 = $18,240~~
~~Pull from Contingencies~~

Total Sinkhole #10 Billing = $40,990

$19,240 in Contract Billing
$21,750 in Contingency Billing

Moody Excavating, LLC
111 Forbus Dr
Christiana, Tennessee 37037
P: (615) 546-4815

Project: 27-191 - Veterans Park
4908 Veterans Parkway
Murfreesboro, Tennessee 37128

Daily Log: Monday 9/8/2025

Daily Log Completed
The Daily Log was completed by Jeremy Moody on Fri, Sep 26, 2025 at 08:19 AM CDT.

WEATHER REPORT

Temperature			Precipitation Since			Humidity				Windspeed		
Low	High	Avg	Midnight	2 Days Ago	3 Days Ago	Low	Avg	High	Dew	Avg	Max	Gust
50°F	80°F	65°F	0.00 in.	0.00 in.	0.88 in.	31%	61%	94%	49°F	4.1 mph	9 mph	16 mph

DAILY SNAPSHOT

06:00 AM	09:00 AM	12:00 PM	03:00 PM	06:00 PM	09:00 PM
Clear 50°F	**Clear** 63°F	**Clear** 76°F	**Partly Cloudy** 80°F	**Clear** 78°F	**Clear** 64°F

OBSERVED WEATHER CONDITIONS

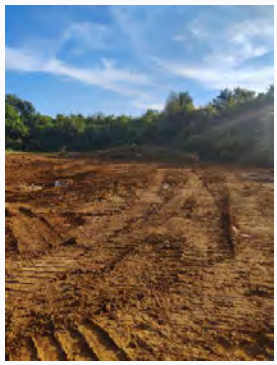
No.	Time Observed	Weather Delay	Sky	Temp	Average	Precipitation	Wind	Ground/Sea	Calamity
1	07:45:00 AM	No	Clear	Hot			Calm	Wet/Muddy	
	Comments:								

NOTES LOG

No.	Created By	Issue?	Location	Comments
1	Daniel Lynch	No		Backfilled some on line a 21 to a22

Notes Log's Attachments:

1.



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IMG_20250908_170212098_HDR.jpg



IMG_20250908_160431663_HDR.jpg

QUANTITY LOG

No.	Cost Code	Quantity	Pipe/Structure Name	Size/Material Type	Unit	
1	P-18 - Sinkhole Repair	90.0		Topsoil	Loads	
	Comments: Digging sinkhole,90 loads topsoil A25G, it was used to fill in slope beside Veterans parkway Sinkhole SH # 10 **Created By:** Victor Elvira					
2	P-10 - Storm Drain Utility	39.0	A24 to a 23	18 in rcp	LF	
	Comments: **Created By:** Daniel Lynch					
3	P-10 - Storm Drain Utility	94.0	A24 to a25	18in rcp	LF	
	Comments: **Created By:** Daniel Lynch					
4	P-10 - Storm Drain Utility	1.0	A22	18in headwall	EA	
	Comments: Invert out 613.00 raised headwall to mach bottom of pond **Created By:** Daniel Lynch					
5	P-10 - Storm Drain Utility	1.0	A24		EA	
	Comments: 613.17 invert out **Created By:** Daniel Lynch					
6	P-10 - Storm Drain Utility	1.0	A25		EA	
	Comments: Invert out 613.60 **Created By:** Daniel Lynch					

Quantity Log's Attachments:

1. _____



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IMG_2025_09_08_09_04_29_601.jpg



IMG_2025_09_08_13_47_50_117.jpg



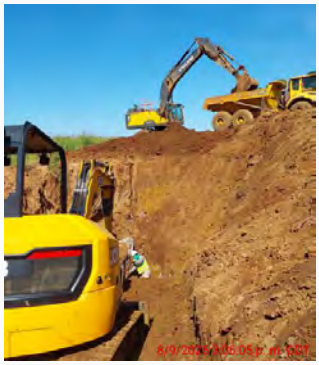
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IMG_2025_09_08_15_06_04_235.jpg

2.



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3.



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4.



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5.



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6.



IMG_20250908_160431663_HDR.jpg

By

Date

Copies To

Moody Excavating, LLC
111 Forbus Dr
Christiana, Tennessee 37037
P: (615) 546-4815

Project: 27-191 - Veterans Park
4908 Veterans Parkway
Murfreesboro, Tennessee 37128

Daily Log: Tuesday 9/9/2025

WEATHER REPORT

Temperature			Precipitation Since			Humidity				Windspeed		
Low	High	Avg	Midnight	2 Days Ago	3 Days Ago	Low	Avg	High	Dew	Avg	Max	Gust
54°F	82°F	67°F	0.00 in.	0.00 in.	0.00 in.	38%	69%	95%	56°F	2.2 mph	6 mph	13 mph

DAILY SNAPSHOT

06:00 AM	09:00 AM	12:00 PM	03:00 PM	06:00 PM	09:00 PM
Partly Cloudy 56°F	**Partly Cloudy** 65°F	**Partly Cloudy** 78°F	**Partly Cloudy** 82°F	**Partly Cloudy** 80°F	**Clear** 67°F

OBSERVED WEATHER CONDITIONS

No.	Time Observed	Weather Delay	Sky	Temp	Average	Precipitation	Wind	Ground/Sea	Calamity
1	07:55:00 AM	No	Clear	Hot			Calm	Dry	

Comments:

DELAY LOG

No.	Delay Type	Start Time	End Time	Duration	Location
1	Related Trade	09:00 AM	10:30 AM	1.5	

Comments: Service on me 75
Created By: Daniel Lynch

NOTES LOG

No.	Created By	Issue?	Location	Comments
1	Daniel Lynch	No		Work on finishing backfill and grass matting for line 21 to 22

Notes Log's Attachments:

1. _____



IMG_20250909_175512855_HDR.jpg



IMG_20250909_175459139_HDR.jpg



IMG_20250909_175448159_HDR.jpg



IMG_20250909_175438747_HDR.jpg



IMG_20250909_175429114_HDR.jpg



IMG_20250909_175413300_HDR.jpg



IMG_20250909_175406926_HDR.jpg

QUANTITY LOG

No.	Cost Code	Quantity	Pipe/Structure Name	Size/Material Type	Unit
1	P-18 - Sinkhole Repair	14.0		Stone	Loads
	Comments: Sinkhole # 10 24"-36" inch stones - 4 loads 6-12 inch stones - 6 loads #57 stone - 4 loads **Created By:** Victor Elvira				
2	P-10 - Storm Drain Utility	1.0	A26		EA
	Comments: Invert out 614.92 **Created By:** Daniel Lynch				
3	P-10 - Storm Drain Utility	118.0		18rcp	LF
	Comments: A25 to a26 **Created By:** Daniel Lynch				
4	P-18 - Sinkhole Repair	2.0			EA
	Comments: ES800N-US 15 x 300' NW Fabric 2 rolls Cutting fabric roll and placing it down so we could lay rock and then covered the rock with the fabric **Created By:** Jeremy Moody				

Quantity Log's Attachments:

1.



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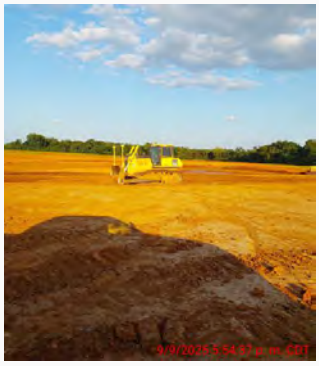
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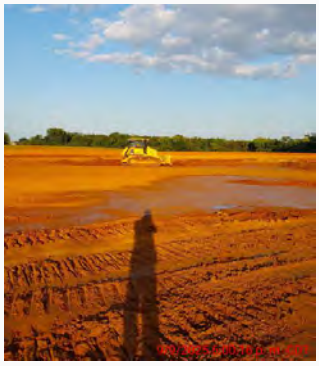
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IMG_2025_09_09_07_56_49_925.jpg



IMG_2025_09_09_17_54_36_006.jpg



IMG_2025_09_09_18_00_15_185.jpg

2.



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IMG_20250909_175032832_HDR.jpg

3.



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IMG_20250909_174952388_HDR.jpg

Moody Excavating, LLC
111 Forbus Dr
Christiana, Tennessee 37037
P: (615) 546-4815

Project: 27-191 - Veterans Park
4908 Veterans Parkway
Murfreesboro, Tennessee 37128

Daily Log: Wednesday 9/10/2025

WEATHER REPORT

Temperature			Precipitation Since			Humidity				Windspeed		
Low	High	Avg	Midnight	2 Days Ago	3 Days Ago	Low	Avg	High	Dew	Avg	Max	Gust
58°F	84°F	71°F	0.00 in.	0.00 in.	0.00 in.	41%	70%	95%	59°F	2.4 mph	6 mph	6 mph

DAILY SNAPSHOT

06:00 AM	09:00 AM	12:00 PM	03:00 PM	06:00 PM	09:00 PM
Clear 59°F	**Partly Cloudy** 70°F	**Partly Cloudy** 82°F	**Partly Cloudy** 83°F	**Clear** 83°F	**Partly Cloudy** 70°F

OBSERVED WEATHER CONDITIONS

No.	Time Observed	Weather Delay	Sky	Temp	Average	Precipitation	Wind	Ground/Sea	Calamity
1	07:00:00 AM	No	Clear	Hot			Calm	Dry	
	Comments:								

NOTES LOG

No.	Created By	Issue?	Location	Comments
1	Daniel Lynch	No		Finished sead and straw and put back silt fence and tree fence

Notes Log's Attachments:

1.



IMG_20250910_092710722_HDR.jpg



IMG_20250910_092712534_HDR.jpg

QUANTITY LOG

No.	Cost Code	Quantity	Pipe/Structure Name	Size/Material Type	Unit
1	P-18 - Sinkhole Repair	57.0		Pug, Topsoil, Stone	Loads
	Comments: Filling in sinkhole with rock Filling sinkhole with Topsoil A25G 57 loads And compacting after Sinkhole 25 wide , 60 long **Created By:** Victor Elvira				
2	P-10 - Storm Drain Utility	103.0	A24 to a27	18rcp	LF
	Comments: **Created By:** Daniel Lynch				
3	P-10 - Storm Drain Utility	1.0	A27		EA
	Comments: Invert out 614.36 **Created By:** Daniel Lynch				
4	P-10 - Storm Drain Utility	1.0	B29		EA
	Comments: Invert out 613. 96 **Created By:** Daniel Lynch				
5	P-10 - Storm Drain Utility	1.0	B30		EA
	Comments: 614.23 **Created By:** Daniel Lynch				
6	P-10 - Storm Drain Utility	21.0		18in rcp	LF
	Comments: B29 to b30 **Created By:** Daniel Lynch				

Quantity Log's Attachments:

1.



IMG_2025_09_10_11_25_04_162.jpg



IMG_2025_09_10_08_39_09_493.jpg



IMG_2025_09_10_12_31_05_930.jpg



IMG_2025_09_10_10_35_50_186.jpg



IMG_2025_09_10_13_17_03_042.jpg



IMG_2025_09_10_16_09_40_053.jpg



IMG_2025_09_10_17_42_30_597.jpg

2.



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IMG_20250910_125845691_HDR.jpg

3.



IMG_20250910_125840776_HDR.jpg

4.



IMG_20250910_181300489_HDR.jpg

5.



IMG_20250910_181308311_HDR.jpg

By | Date | Copies To

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title:	Mandatory Referral for the Abandonment and Relocation of a Sanitary Sewer Easement Located Along Cherry Lane
Department:	Planning
Presented by:	Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider request to allow the abandonment and relocation of a sanitary sewer easement on City-owned property located along the south side of Cherry Lane.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission is scheduled to consider this request at its November 5, 2025 regular meeting, at which time it is expected to approve the request. If the Planning Commission does not approve it, then this item will be removed from the City Council agenda.

The Murfreesboro Water Resources Board voted to approve this request at its October 28, 2025 regular meeting.

Background Information

In this mandatory referral [2025-715], Council is being asked to consider abandoning and relocating an existing sanitary sewer easement located at the City's Siegel Soccer Park property along the south side of Cherry Lane. The existing easement was recorded several years ago to facilitate the development of the Cherry Lane Townhomes development located along the north side of Cherry Lane across the street from the subject property Because of design changes for the sanitary sewer line for the proposed development, the existing easement needs to be widened and shifted. The Water Resources Department has no objection to the proposed abandonment and relocation. In addition, the Water Resources Board recommended approval of the request at its October 28th regular meeting.

The Planning Staff recommends that the City Council approve this request subject to the following conditions:

1) If approved by Council, the applicant must provide to the City Legal Department all the necessary documentation (including any needed legal descriptions and exhibits) required to prepare and record the legal instrument/quitclaim deed. The legal instrument/quitclaim deed shall be subject to the final review and

approval of the City Legal Department.

2) The applicant will be responsible for recording the legal instrument/quitclaim deed and for paying any recording fees.

Council Priorities Served

Establish Strong City Brand

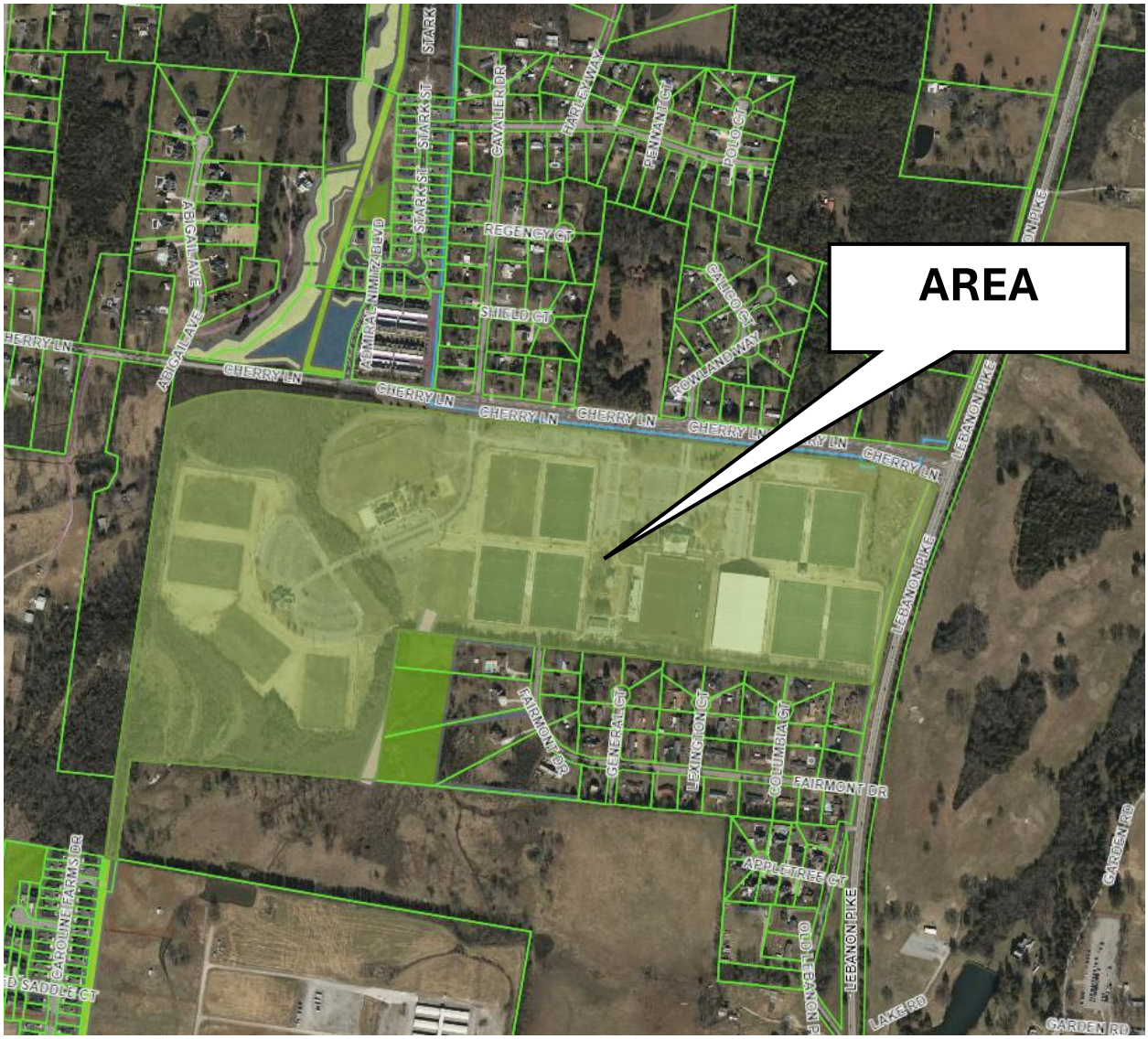
The abandonment and relocation of this easement is consistent with the City's goals to be customer service-oriented, modifying an existing easement in order to help facilitate development.

Attachments:

1. Staff comments from 11/05/2025 Planning Commission meeting
2. Staff comments from 10/28/2025 Water Resources Board meeting
3. Exhibits and letters from applicant

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
NOVEMBER 5, 2025
PROJECT PLANNER: MARC SHACKELFORD-ROWELL

6. a. Mandatory Referral [2025-715] to consider the abandonment and relocation of a sanitary sewer easement on City-owned property located along Cherry Lane, SEC, Inc. applicant.



In this mandatory referral, the Planning Commission is being asked to consider the abandonment and relocation of an existing sanitary sewer easement for SEC, Inc. on City-owned property along Cherry Lane. The reason for the abandonment is that the existing 30’ easement does not align with the new sewer main design and is less than the minimum 40’ easement width now required by the Murfreesboro Water Resources Department (MWRD) for a sewer main installed at the proposed depth. A 40’ easement for the new sewer main shall be dedicated after the sewer main line is installed.

The proposed upgrades will allow MWRD to ensure they can deliver services to the proposed Cherry Lane Townhomes development located on the north side of Cherry Lane across from the Siegel Soccer Park.

An exhibit showing the location of the proposed easement abandonment is included in the agenda materials, as well as a letter from SEC, Inc. Staff recommends that the Planning Commission forward a recommendation of approval to the City Council, subject to the following conditions:

1. If approved by City Council, the applicant will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare the legal instrument(s) to formally abandon the existing easement and dedicate the proposed easement. The legal instrument(s) will be subject to final review and approval of the Legal Department.

2. The applicant will also be responsible for recording the legal instrument(s), including payment of the recording fee.

City of Murfreesboro
Mandatory Referral Application

111 W Vine Street • Murfreesboro, TN 37130 • 615-893-6441

Mandatory Referral Fees:	
Mandatory Referral, **INCLUDING** abandonment of right-of-way	$350.00
Mandatory Referral, **NOT INCLUDING** abandonment of right-of-way	$150.00

Property Information:

Tax Map/Group/Parcel: 58/20.00

Address (if applicable): 515 Cherry Lane

Street Name (if abandonment of ROW): N/A

Type of Mandatory Referral: Sewer Easement Abandonment

Applicant Information:

Name of Applicant: Aws Ahmed

Company Name (if applicable): SEC, Inc.

Street Address or PO Box: 850 Middle Tennessee Blvd.

City: Murfreesboro

State: TN

Zip Code: 37129

Email Address: [redacted]

Phone Number: 615-890-7901

Required Attachments:

☒ Letter from applicant detailing the request

☒ Exhibit of requested area, drawn to scale

☒ Legal description (if applicable)

Aws L. Ahmed

Applicant Signature

10-14-2025

Date

Site Engineering Consultants
850 Middle Tennessee Blvd
Murfreesboro, TN 37129
(615)890-7901
www.sec-civil.com

October 14, 2025

Matthew T. Blomeley, AICP
City of Murfreesboro Planning Dept.
111 West Vine Street
Murfreesboro, TN 37130

RE: Cherry Lane Townhomes Offsite Sewer Main Extension
Easement Abandonment Mandatory Referral
SEC Project No. 23692

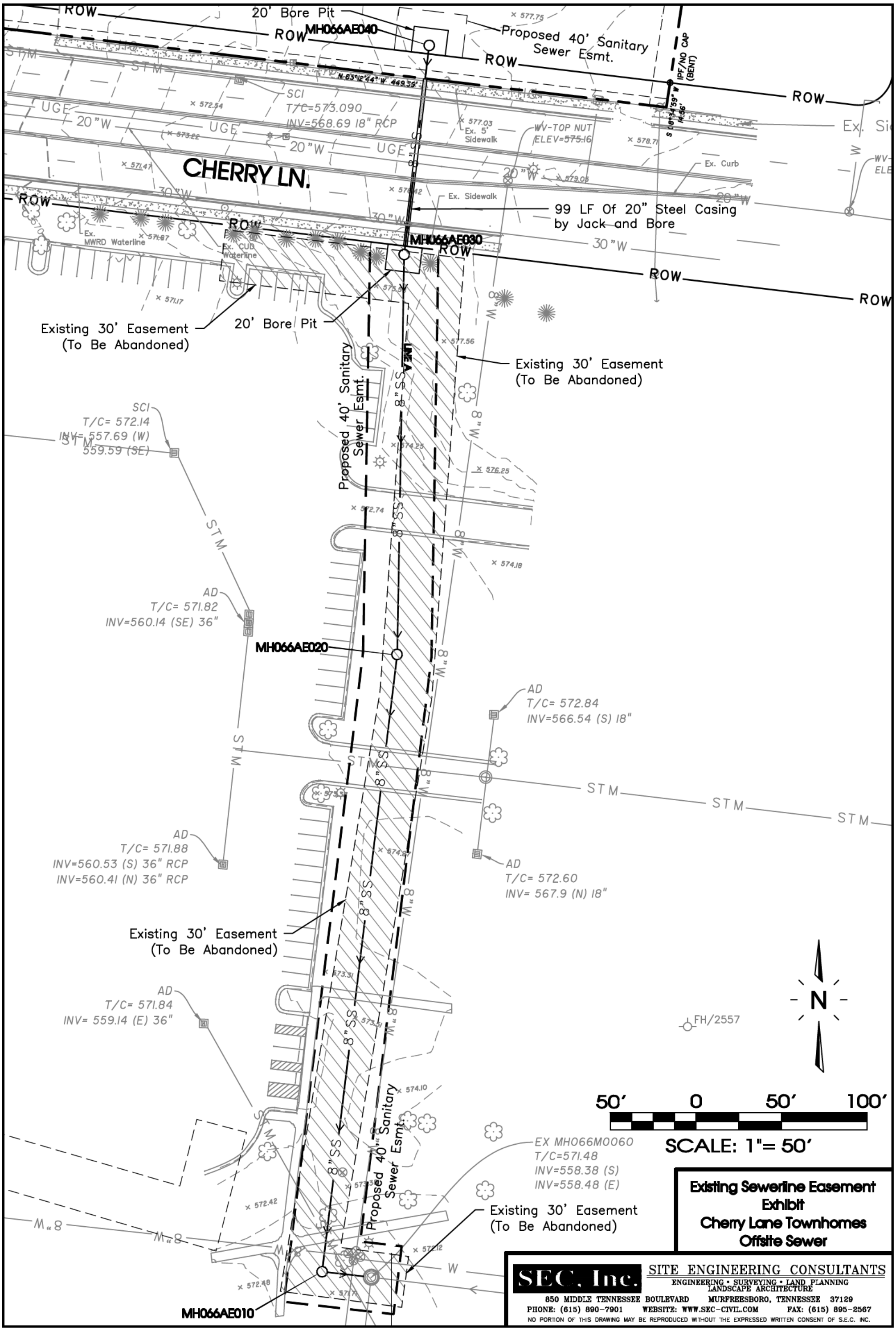
Dear Matthew,

Please find the attached application and supplemental documents to support the mandatory referral request to abandon the existing sewer easement at the Richard Seigel Soccer Complex property. The reason for the abandonment is that the existing 30' easement does not align with the new sewer main design and is less than the minimum 40' easement width required by MWRD. A 40' easement for the new sewer main shall be dedicated after the sewer main line is installed.

Should you need any clarification concerning the request, please feel free to contact me at 615-890-7901 or [redacted]

Sincerely,

Aws Ahmed, P.E.
SEC, Inc.



Existing Sewerline Easement Exhibit
Cherry Lane Townhomes Offsite Sewer

SEC, Inc.
SITE ENGINEERING CONSULTANTS
ENGINEERING • SURVEYING • LAND PLANNING
LANDSCAPE ARCHITECTURE
850 MIDDLE TENNESSEE BOULEVARD MURFREESBORO, TENNESSEE 37129
PHONE: (615) 890-7901 WEBSITE: WWW.SEC-CIVIL.COM FAX: (615) 895-2567

NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF S.E.C. INC.

WATER RESOURCES BOARD COMMUNICATION

Meeting Date: 10/28/2025

Item Title: Sewer Easement Abandonment–Siegel Soccer Park

Department: Engineering

Presented by: Valerie Smith

Requested Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

The developer requests for portions of the existing sewer easement to be abandoned and for the City to dedicate additional easement based on the new design of the sewer extension.

Staff Recommendation

Approval of abandoning the orange highlighted portions of the existing sewer easement.

Background Information

SEC, on behalf of the Developer is requesting the abandonment of the existing sanitary sewer easement. The newly requested easement, shown as the heavy black dashed line, encompasses the majority of the existing easement except for those portions shown on the attached exhibit highlighted in orange. The original sewer design changed just enough that the easement needed to be adjusted. This sewer main extension will serve the proposed Cherry Lane Townhomes north of Cherry Lane.

This request will also be taken to Planning Commission as a mandatory referral upon Board approval.

Fiscal Impact

None.

Attachments

Abandonment Request & Exhibit

Site Engineering Consultants
850 Middle Tennessee Blvd
Murfreesboro, TN 37129
(615)890-7901
www.sec-civil.com

October 7, 2025

Planning/Engineering Department
City of Murfreesboro
111 W Vine St
Murfreesboro, TN 37130

RE: Cherry Lane Townhomes
Sewer Easement Abandonment
SEC Project No. 23692

To Whom It May Concern,

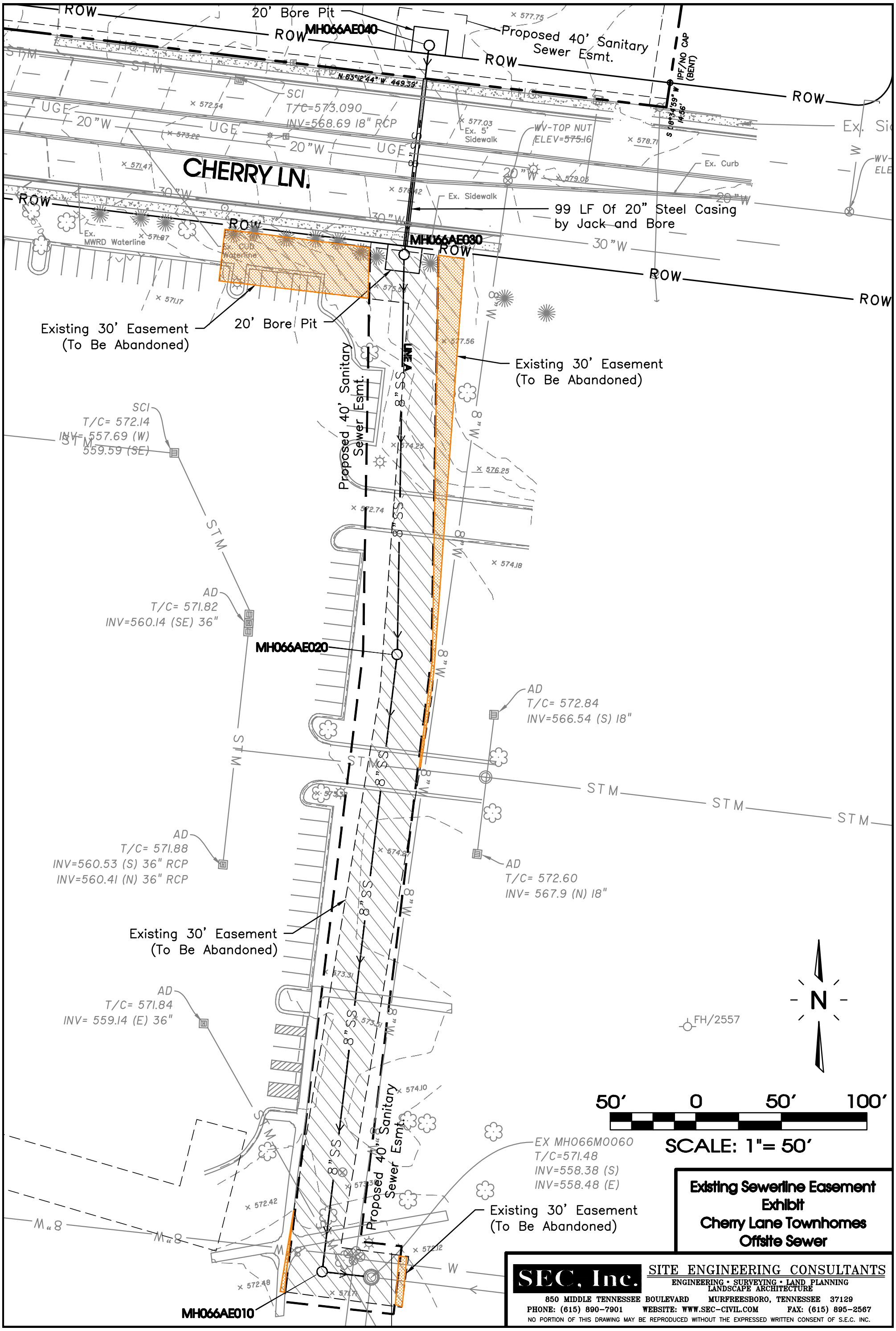
On behalf of Harney Homes, LLC, SEC, Inc. would like to submit a request for the abandonment of the existing sewer easement recorded in Record Book 1880, pages 3960-3962. Due to design changes for the Cherry Lane Townhomes project, the proposed sewer main extension on the Richard Seigel Soccer Complex property no longer aligns with the existing easement. Also, the existing easement is 30' wide but due to the depth of the proposed sewer, MWRD requires that the easement be at least 40' wide. The proposed easement will be recorded after construction of the sewer is completed.

Accompanying this Letter of Request is an exhibit of the area including the existing easement to be abandoned, the proposed sewer main extension, and the proposed 40' sewer easement.

If you should have any questions or if I may be of further assistance, I can be contacted at 615-890-7901. My email address is [redacted]

Sincerely,

Aws L. Ahmed, P.E.
SEC, Inc.



Existing Sewerline Easement Exhibit
Cherry Lane Townhomes
Offsite Sewer

SEC, Inc. SITE ENGINEERING CONSULTANTS
ENGINEERING • SURVEYING • LAND PLANNING
LANDSCAPE ARCHITECTURE
850 MIDDLE TENNESSEE BOULEVARD MURFREESBORO, TENNESSEE 37129
PHONE: (615) 890-7901 WEBSITE: WWW.SEC-CIVIL.COM FAX: (615) 895-2567

NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF S.E.C. INC.

COUNCIL COMMUNICATION

Meeting Date: 11/6/2025

Item Title: Amendment One to TripSpark Agreement

Department: Transportation – Transit

Presented by: Russ Brashear, Assistant Transportation Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider amendment for the addition of TripSpark MyRide Infotainment software and Kiosk.

Staff Recommendation

Approve Amendment 1 to the TripSpark agreement.

Background Information

TripSpark provides Transit vehicle location software and mobile app used by our riders to plan their trips. The Infotainment kiosks will be located in the passenger waiting area of the Transit Facility providing Staff the ability to post service information and allowing riders to see bus times and locations on two 55”screens. These screens are specifically designed for outdoor use with protection from the elements.

Council Priorities Served

Expand infrastructure

Improving our transit system and increasing ridership has a direct positive impact on the City’s roadway infrastructure.

Fiscal Impact

The software and equipment expense, or $65,998, is funded by the Department’s FY26 Budget. On-going annual support fees will be included in the Department’s future operating budgets.

Attachments

1. Amendment No. 1
2. Contract with TripSpark

Docusign Envelope ID: 4C801983-7695-46A1-A83A-FE7D129069DB

AMENDMENT #1 OF CONTRACT BETWEEN CITY OF MURFREESBORO AND TRAPEZE SOFTWARE GROUP, INC. d/b/a TRIPSPARK TECHNOLOGIES FOR SYSTEM SUPPLY AND SUPPORT AGREEMENT

THIS AMENDMENT is made effective on _____ between:

Trapeze Software Group, Inc. dba TripSpark Technologies ("TripSpark") with a principal place of business at 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402.

And

City of Murfreesboro ("Customer" or "End User") with a principal place of business at 111 West Vine Street, Murfreesboro, Tennessee 37130.

WHEREAS TripSpark and Customer intend to amend the System Supply and Support Agreement made effective January 12, 2024 (the "Agreement") to add the TripSpark MyRide Infotainment Software, third party Infotainment hardware, and third party services related to third party Infotainment hardware to the scope of the Agreement.

NOW THEREFORE TripSpark and Customer agree as follows:

Amendment to Agreement

(a) The parties agree to the addition of the MyRide Infotainment Software under the scope of the Agreement, included in Exhibit A-1, attached hereto.

(b) The parties agree to the addition of the third party service for the provision of managed digital signage / messaging services ("Message Point Service") by third party service provider, Message Point Media of Alabama, Inc. ("MPM") to the scope of the Agreement.

(c) The parties agree to the addition of third-party modems and third-party Infotainment hardware (collectively "Third Party Equipment") under the scope of the Agreement, included in Exhibit B-1, attached hereto.

(d) TripSpark shall not provide a warranty for the Third Party Equipment or Message Point Service. Third Party Equipment and Message Point Service will be provided with any available manufacturer's warranty only, and corrective or remedial services with respect to such items will be the exclusive responsibility of Customer.

(e) The parties agree because of the addition of TripSpark MyRide Infotainment Software, Third Party Equipment, and Message Point Service as identified above, certain implementation services will be provided by TripSpark and MPM pursuant to the Statement of Work, attached hereto as Exhibit D-1.

(f) The parties agree Third Party Equipment will be shipped to Customer location and is deemed accepted by Customer within two (2) business days of arrival to Customer's location unless Customer has provided written notification to TripSpark, within said time period, that the Third Party Equipment is physically damaged of physically defective in any way.. TripSpark will be responsible for securing and replacing physically damaged or physically defective Third Party Equipment. Notwithstanding the foregoing, TripSpark is not responsible for Third Party Equipment that was damaged after receipt at Customer location.

(g) The parties acknowledge and agree as result of the addition of Message Point Service under the scope of the Agreement, Customer's use of Message Point Service shall be governed by third party end user terms, attached hereto as Exhibit I-1.

Docusign Envelope ID: 4C801983-7695-46A1-A83A-FE7D129069DB

(h) Notwithstanding any provision to the contrary under the Agreement including Section 5 of the Agreement (System Acceptance), Software acceptance of the TripSpark MyRide Infotainment Software by Customer, and its acceptance for all future Software licenses purchased pursuant to this Agreement, shall be governed by the following provisions ("Software Acceptance):

Upon completing the delivery, installation, and testing of the individual TripSpark pursuant to the corresponding Statement of Work, Customer will then have ten (10) business days in which to conduct acceptance tests in order to ensure that the individual TripSpark Software component operates in all material respects as specified in the Documentation. At the end of this period, Customer will be deemed to accept the individual TripSpark Software component unless TripSpark receives prior written notice outlining the nature of the perceived defects in the TripSpark Software. The individual TripSpark Software component shall be deemed to be in "operational and functional" use when the Customer first uses the individual TripSpark Software component to support its then current operations in any capacity.

(i) The parties agree that the additional TripSpark Software license fee, TripSpark Services' fee, Software maintenance fees, Third Party Equipment fees, and Message Point Services fees ("Subscription Fee(s)) shall be invoiced and due in accordance with Exhibit C-1 and Exhibit E-1, attached hereto.

(j) All remaining terms, conditions, and covenants of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment #1 to be signed by their duly authorized representatives as of the date above.

TRAPEZE SOFTWARE GROUP, INC.

Signed by: Thomas Coogan EC8361C4360A49C...

Signature: _____
Name: Thomas Coogan
Title: VP, Professional Services

CITY OF MURFREESBORO

Signature: _____
Name: Shane McFarland
Title: Mayor

Signed by: Adam F. Tucker 43A2035E51E9401...

APPROVED AS TO FORM
Adam F. Tucker, City Attorney

Docusign Envelope ID: 4C801983-7695-46A1-A83A-FE7D129069DB

EXHIBIT A-1

Item	Trapeze Software	Application Description	Configuration	License Date
1	MyRide Infotainment	Passenger Information and Content Management Module	Mobile Based	Effective date of this Amendment #1

Note:

1. License is provided for Customer's operations for up to two (2) Third Party Equipment controllers for TripSpark MyRide Infotainment Software.
2. License is provided for software utilization by City of Murfreesboro (Murfreesboro, Tennessee).
3. Third Party runtime licenses, if required, are not included.

Docusign Envelope ID: 4C801983-7695-46A1-A83A-FE7D129069DB

EXHIBIT B-1

List of Third Party Equipment:

Description	Quantity Units
Third Party Equipment	
EX55KV 55” Kiosks	2

Docusign Envelope ID: 4C801983-7695-46A1-A83A-FE7D129069DB

EXHIBIT C-1

1.0 Application Software

Item	Software	Licenses	Services	Third-Party Equipment	Installation Services	Discount	Total
	TripSpark MyRide Infotainment	$6,770	$12,375	$38,305	$10,950	($3,400)	$65,000
Total USD							**$65,000**

2.0 Message Point Service Subscription Fees

Message Point Service	Year 1
*Subscription Fees USD (Up to two (2) controllers)	$998

**Note: ***First year payable Subscription Fee only. Year 1 shall be due and payable upon Customer's first access to the Message Point Service, in any capacity. Term of subscription services is one (1) year. For all future one (1) year renewals, Subscriptions are subject to TripSpark's current pricing, and Message Point Service program availability. Customer will be provided with subsequent yearly prices ninety (90) calendar days in advance of subsequent year commencement, and Customer will agree to subsequent yearly pricing in writing via Amendment, signed by both parties, or Customer reserves the right to terminate MyRide Infotainment Software maintenance support in accordance with the termination provisions of section 14 of the Agreement.

3.0 Payment Schedule

Milestone 1: 100% of License fees and 20% of Services due upon execution of the Agreement Amendment #1
Milestone 2: 20% of Services due upon delivery of draft Operational Review document
Milestone 3: 20% of Services due upon installation of Software in the test environment
Milestone 4: 20% of Services due upon delivery of initial training session
Milestone 5: 20% of Services due upon Software Acceptance pursuant to Section (h), page 1 to page 2 of this Agreement Amendment #1
Milestone 6: 100% Third Party Equipment due upon drop ship delivery to Customer site

Pricing Notes:

1. Pricing expires October 31, 2025.
2. Applicable taxes are not included and will be assessed at TripSpark invoicing.
3. All Services to be provided are remote Services.

General

Customer will be responsible for providing the following:

Customer is responsible for the computer hardware & off-the-shelf software as per TripSpark's most current specifications.

TripSpark will provide:

All of the Third Party Equipment.

Customer will be responsible for providing the following:

Space, power, network (LAN/WAN) connectivity, for required servers and workstations.
Access to the servers via the internet (i.e. VPN, PCAnywhere) to support remote troubleshooting/support.
Provision/configuration of router/firewall to allow two-way IP based communications with the mobile devices.
Data entry/verification consisting of stops, routes, schedules, and timepoints.
SQL for databases for all TripSpark Software.

Docusign Envelope ID: 4C801983-7695-46A1-A83A-FE7D129069DB

EXHIBIT D-1

Statement of Work: MyRide Infotainment

This document defines the services to be provided by TripSpark for the Customer, as well as the roles and responsibilities of the Customer's staff and resources. All services will be provided remotely, unless explicitly stated otherwise.

Unless otherwise indicated, TripSpark will provide 'standard' implementation services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark.

Any services beyond what is defined in this document will be considered out of scope, and either an Amendment to the contract or a Work Order will be required. Any additional costs uncovered from the scope changes will be the responsibility of the Customer. Work related to the scope changes will not commence until after Software acceptance for this project. All implementation services, materials, and training will be provided in English, unless otherwise stated.

Overview

This implementation involves the following high-level tasks:

- Operational Review
- Software Installation and Configuration
- Equipment Installation and Configuration
- Training and Content Planning
- User Acceptance Testing
- Go-live Support

Project Overview

This project involves commissioning of stationary displays for the Customer as well as implementation of the Provider's content management software and integration of the content management software with TripSpark's Software.

The Provider will work with the Customer to provision and deploy Infotainment Service on stationary displays in accordance with the summary below. Provider will assist in verifying that Provider signage displays are properly installed by Installer and ready to provision content when received by the Customer. Once received by Customer, Provider will assist in setting up the Services properly and planning the Customer's initial content layouts and schedule.

The following Software modules are included with this project:

- MP.TV Core Apps per Standard Bundle
- MP.TV Interactivity Engine

Software will be delivered 'off-the-shelf' with no custom development included unless otherwise noted; features and functions of the Software will conform to those outlined in the documentation. Provider will assist Customer with setting up their Infotainment content, including support for channel designs and layout; Provider will assist with configuring the layout, colors, fonts, logos, and other assets provided by Customer.

The following Third Party Equipment and Software deliverables are included with this project:

- Quantity 2 55" 1080P HD kiosk
- Quantity 2 MP.TV Professional License - Self Managed Support

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Operational Review

The operational review will involve a series of meetings and conference calls with Customer's project team to discuss the business requirements.

The goal of the operational review is to:

- Review Customer business requirements and operational needs
- Review business processes to identify any remaining gaps and strategies to mitigate them
- Provide any sample marketing materials that the client may be able to use
- Review the Scope of Work

The outcome is an operational review document (ORD) outlining the understanding gained from the meetings, identifying the deliverables, and the timing for the implementation as mutually agreed upon by the parties.

Software Installation and Configuration

TripSpark will install the Software remotely, the Software will be installed once (1) within the environment.

TripSpark and the Provider will configure Infotainment displays to communicate with the Software.

Provider will assist Customer with setting up their Infotainment content, including support for channel designs and layout.

Provider will assist with configuring the layout, colors, fonts, logos, and other assets provided by Customer.

Third Party Equipment Installation and Configuration

Customer must participate in on-site surveys and other onsite work.

Customer and their designated maintenance personnel, together with TripSpark and Provider will select equipment mounting locations for each display. Final selection will be determined by Customer.

Customer is responsible for providing all structural mounting points prior to Third Party Equipment installation and configuration, including but not limited to bolts and anchors. Engineering review of the mounting points is the responsibility of the Customer.
Scheduling of the Installation must be as agreed upon by all parties, TripSpark, Provider, Installer, & Customer.

The parties agree Third Party Equipment will be shipped and delivered to Customer location, and is deemed accepted by Customer within two (2) business days of arrival to Customer location unless Customer has provided written notification to TripSpark, within said time period, that the Third Party Equipment is physically damaged of physically defective in any way. TripSpark will be responsible for securing and replacing physically damaged or physically defective Third Party Equipment. Notwithstanding the foregoing, TripSpark is not responsible for Third Party Equipment that was damaged after receipt at Customer location.

Training and Content Planning

Training provided will be based on TripSpark standard training agendas. Training methodology follows a train-the trainer approach. Training sessions will vary in length depending on topic. Training will be provided remotely, utilizing Zoom as the preferred platform. Each session can be attended by up to six (6) employees.

- Digital display signage operator training

In addition to training, TripSpark will provide one (1) digital copy of all available user documentation. Customer is free to create copies of the documentation provided for their users.

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Users will also have access to recorded training videos and online sessions provided through mytripspark.com, as described in our standard support documentation.

Customer's resources are encouraged to participate in all training sessions related to their field, as outlined in the Operational Review.

For remotely accessed training sessions attendees will require:

- Networked computer with access to the internet
- Necessary Software installed and ready to go
- For groups in a single room, LCD projector to display the material and computers per student with access to the test environment
- Telephone or headset and microphone for audio portion

If the items above are not available, TripSpark will work with Customer to identify alternative arrangements.

User Acceptance Testing (UAT)

Customer must complete testing of Infotainment. It is estimated that User Acceptance Testing should take up to 2 (two) weeks. TripSpark and Provider will be available for support during this time if configuration changes are required. Customer is responsible for creating use cases that best demonstrate common business processes in order to ensure testing is appropriately covering real business situations.

Upon completion of the UAT, TripSpark and the Customer will mutually agree upon a Soft Launch Go-Live date.

Go-Live Support

TripSpark and Provider will be available for support during this time if configuration changes are required.

Software Acceptance Period

Upon completing the delivery, installation, and testing of the Software, TripSpark will notify Customer in writing. Notwithstanding the above, Customer will be deemed to accept the Software when the Customer puts the Software into operational and functional use. The Software will be deemed to be in operational and functional use when the Customer first uses the Software to support its then current operations in any capacity.

Transition to Customer Care

Following Software Acceptance TripSpark will schedule a transition meeting with the Customer to discuss ongoing Customer Care support. When Customer is in customer care, Customer will be eligible for upgrades, 24/7 support, webinars, etc. subject to TripSpark's Customer Care policies.

TripSpark Resource Responsibilities

TripSpark will provide Project Management and Off-Site Support for the Software to Customer. These services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Customer's PM. These reports will be based on TripSpark standards and will consist of; project team information, current status and next steps.

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- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.
- Act as a single point of contact for the Customer during implementation, including communication with the Provider and Installer.

Customer's Resource Responsibilities

If Customer causes delays by not adhering to the below responsibilities and requirements listed in this SOW, and these delays result in additional service work being incurred by TripSpark, then TripSpark reserves the right to charge Customer additional services fees, which shall be the responsibility of the Customer.

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark	20% of time for duration of project.	○ Coordinate the scheduling of all of the Customer's resources. ○ Coordination of conference calls and meetings, as required. ○ Prepare training facilities and coordinate training sessions. ○ Coordinate completion of data development. ○ Coordinate completion of user acceptance testing.
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	○ Participation in the completion of the Operational Review. ○ Participation in all training sessions. ○ Assist PM with completion of user acceptance testing.
System Administrator		25% of their time for the duration of the project.	○ Participate in System Administration training
Maintenance Personnel	Responsible for Hardware maintenance and upkeep	25% of their time for the duration of the project.	○ Participate in any on-site surveys ○ Assist in selecting installation locations and mounting locations
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	○ Execute user acceptance testing.
End Users		50% of their time during the training	○ Participate in end user training.

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Resource	Description	Time Dedication	Tasks
		and transition phase of the project.	

Assumptions

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below.

- Software will be delivered 'off-the-shelf'. Off the shelf means:
    - Software will be installed "as-is" (no customizations) and existing functionality within the Software will be used or adapted for the needs of this project. Feature requests or improvements will be considered after Software Acceptance for this project is completed.
- Infotainment is in English only.
- It is assumed this Software will take advantage of existing TripSpark infrastructure, data sources and Software unless otherwise stated.
- Customer is responsible for storing the Infotainment Equipment upon delivery to Customer location.
- Customer must be on MyRide and Streets Versions 5.0 and 6.9 respectively or newer.
- Provider will host and configure the server-side Software that will be used by the Customer for the Infotainment system.
- Customer is responsible for internet access to the Equipment, including unmodified HTTPS outbound connections to all required platform servers and API server sources using a circuit or data plan paid for by the Customer.
- Customer shall obtain necessary permits or permissions for any activities requiring outside authorization and pay any costs associated with these permits or permissions.
- Customer will provide complete visual assets to allow their content channels to be configured including brand standards, style guides, or equivalent documentation of colors, logotypes, fonts, etc. (If Customer uses any licensed fonts, Customer shall be responsible for the cost of licensing these fonts for use in this project).
- End User will be responsible for the swap-out maintenance of display equipment during and after the warranty period.

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EXHIBIT E-1
Maintenance Fees

Software Maintenance	Year 1 USD
MyRide Infotainment	$1,693

Note: First year payable Subscription Fee only. Year 1 shall be due and payable upon Customer's first access to the Message Point Service, in any capacity. Term of subscription services is one (1) year. For all future one (1) year renewals, Subscriptions are subject to TripSpark's current pricing, and Message Point Service program availability. Customer will be provided with subsequent yearly prices ninety (90) calendar days in advance of subsequent year commencement, and Customer will agree to subsequent yearly pricing in writing via Amendment, signed by both parties, or Customer reserves the right to terminate MyRide Infotainment Software maintenance support in accordance with the termination provisions of section 14 of the Agreement.

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EXHIBIT I-1

End User License and Support Agreement

I. Scope of This Agreement

This End User License and Support Agreement covers the terms of service and the obligations of third party provider ("Provider") and end user ("Customer" or "End User") as they pertain to the use of the delivery of managed digital signage / messaging services and professional design and consulting services ("Service") by Provider for the benefit of the End User. This agreement supersedes any earlier written or an oral agreement with respect to its content.

II. Service License

In consideration of payments to be made by End-User to Provider either directly or indirectly via an authorized reseller, Provider agrees as follows:

(a) Provider hereby grants to Customer a personal, non-transferable, non-exclusive license to access the platform via the published interface methods, to use a production copy of the object code version of the Provider Software in the form supplied by Provider and on hardware approved by Provider, restricted to the places of business of the Customer, for the Customer's own operations, and for the display of the Customer's own content.

(b) Provider hereby grants to Customer a personal, non-transferable, non-exclusive license to use the Documentation, but only as required to exercise the license granted herein.

(c) Other than the rights of use expressly conferred upon Customer by this paragraph, Customer shall have no further rights to use the Software or the Documentation, and shall not copy, reproduce, modify, adapt, reverse engineer, disassemble or translate them, without the express written authority of Provider.

III. Content Standards

Because the Message Point Service is a managed Service signage/messaging provided on equipment, software, and servers owned and managed by Provider, Provider has an obligation to ensure all content meets certain standards to be displayed on the system as further described below. While Provider reserves the ultimate decision to reject any content at its sole discretion, the following standards cover the majority of reasons why content would be rejected by Provider. End User must be able to document ownership or license to display the content in a public setting for commercial purposes (if applicable) from any copyright owner. For example, Public Domain License, Creative Commons CC0 or CC Attribution (CC BY) License (with appropriate attribution), evidence of commercial royalty free license purchase, affidavit of self-generation (with appropriate model release if necessary). Content must be provided in a size, compression ratio, and format appropriate for the target location on the display. Content must meet a standard of decency based on community standards, specific location, and context.

IV. Information Security

End User may not use the system or cause the system to be used for the storage or display of any information that is not suitable and permitted to be displayed in a public setting where it might be accessible to any interested party. The system should not be used to store or display any protected information including but not limited to information subject to FCRA, HIPPA, PCI, or other compliance standards. If End User loads or causes to be displayed protected information on the MessagePoint.TV system or Service they do so at their own risk and are solely responsible for any consequences or penalties; legal, regulatory, or otherwise of doing so.

While the MessagePoint.TV controller has been designed to minimize its attack surface and any potential security vulnerabilities, it is Provider's recommendation that the MessagePoint.TV controller be deployed either completely outside of the organization's firewall or security perimeter, or in an isolated "DMZ" security zone. If there is no requirement for access to any resources within the End User's trusted network, it is recommended that the controller simply be deployed outside the End User's firewall with no more access than any other guest or public internet device. In the case that visual applications require access to information within the trusted network, it is the policy of Message Point Media that this should be done through the provisioning of a properly secured REST API endpoint that provides

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only the required information. In addition, the End User's firewall should be properly secured to only provide access to the resources (IP Addresses, Ports) that are required to support the visual application's data needs. If the End User does not follow this recommendation, misconfigures their network infrastructure, or requests that MPM deploy its controllers in a manner other than this recommendation they do so solely at their own risk, and MPM has to liability for any resulting information security breach or incident caused by the Service being deployed in this unsupported fashion.

If either End User becomes aware of any information security breach, unauthorized release of credentials, unauthorized access to the MessagePoint.TV platform, or any other security related incident that has any potential to involve or affect the MessagePoint.TV platform or Service it is their respective responsibility to immediately make provider aware of this incident via email to our information security team at IT_Security_Team @mpmedia.tv or by calling our Support Hotline at (844) 4My-SIGN.

If Provider becomes aware of any information security breach, unauthorized release of credentials, unauthorized access to the MessagePoint.TV platform, or any other security related incident that has any potential to involve or affect the MessagePoint.TV platform or Service it is our responsibility to immediately make any effected End User and TripSpark aware of this incident via email from our information security team at IT_Security_Team @mpmedia.tv via e-mail to the End User's designated primary point of contact. These e-mails will contain the keyword [CRITICAL] in the subject line to allow the End User to easily identify them.

V. Maintenance and Warranty

During any support period for which Service fees have been paid in full by Customer, Provider will maintain the Service so that it operates in conformity in all material respects with the descriptions and specifications for the service set forth in Provider published documentation. In the event that Customer detects any errors or defects in the Service, Provider will provide reasonable support services through an email, chat, or a telephone support line during its currently published support hours. Upon registration by Customer, Provider will also provide Customer with access to its software support website and other online resources for support of the Service. Provider will display notices of available platform updates in the Service's administrative console and such updates will be provided at no additional cost to Customer subject to the payment of all Service fees due at the time of the update.

This represents provider's sole warranty with regard to this Service. Provider does not provide any other implied or expressed warranties, including any warranty of merchantability, fitness, or suitability for any specific purpose or function. Both parties agree that neither party shall be liable to the other party, under any claim or theory, for any special, punitive, consequential, incidental, indirect or consequential damages arising out of any services covered by this agreement (including, but not limited to, lost profits, good will, lost opportunity, lost data, and loss of usage). In the event of any other breach or default of any material obligation owed by one party to the other in this End User License Agreement, then the notifying party shall provide notice to the breaching party the breaching party shall be provided a reasonable opportunity to cure the breach or default prior to the notifying party taking any other actions.

VI. Miscellaneous

A. Referencing: End User agrees that Provider may refer to End User as a Customer of Provider in internal media.

B. Severability: Both parties agree that if any provision of this End User License Agreement is deemed invalid or void it shall in no way effect any other provision of this End User License Agreement.

C. Indemnity: To the extent permitted by law, each party will indemnify, defend, and hold harmless the other party from all claims, liabilities or expenses for intellectual property infringement, physical damage to real property or tangible personal property and bodily injury, including death, to the extent caused by the gross negligence or wilful misconduct of the indemnifying party's employees or contractors arising out of this End User License Agreement. The foregoing indemnities are contingent upon the party seeking indemnity giving prompt written notice to the indemnifying party of any claim, demand, or action, and cooperating with the indemnifying party in the defence or settlement of any such claim, demand, or action.

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D. Force Majeure: This agreement is designed to cover the support needs of the End User during normal operating conditions. The Provider shall not be liable for damages, delay, or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to, acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, fire, flood, electrical surges, deliberate malicious acts, theft, and/or any other cause beyond the reasonable control of either party.

E. Ownership of Intellectual Property: End User agrees that all intellectual property involved in the delivery of the Provider's Services, to include computer source code, methods, graphic designs, and service providers, remain the sole property of the service provider and that the End User shall not retain any rights to this Intellectual Property at the termination of this and/or any successor agreements. End User agrees not to utilize Provider's intellectual property to reverse engineer a materially identical signage / messaging system. Provider agrees that this provision shall not apply to any information that would be generally known to anyone familiar with these types of services.

F. Survival: Customer agrees that the provisions of Sections VI-c and VI-e above shall survive the termination of this End User License Agreement by either party for any reason.

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SYSTEM SUPPLY AND SUPPORT AGREEMENT

This Agreement effectively made on January 12, 2024, between:

Name and Address of Licensor:
Trapeze Software Group, Inc. d.b.a. TripSpark Technologies ("TripSpark"), with a place of business at:
5265 Rockwell Drive NE
Cedar Rapids, Iowa 52402

Name and Address of Customer:
City of Murfreesboro
("Customer") with a place of business at:
111 West Vine Street
Murfreesboro, Tennessee 37133

This Agreement, including its Exhibits (Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, Exhibit H), attached hereto, represents the complete and exclusive agreement between TripSpark and Customer with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between TripSpark and Customer in any way relating to the subject matter of this Agreement, including but not limited to the System Supply and Support Agreement made effective July 1, 2017, Amendment #1 of Contract between City of Murfreesboro and Trapeze Software Group, Inc. d.b.a. TripSpark for System Supply and Support Agreement, Amendment #2 of Contract between City of Mufreesboro and Trapeze Software Group, Inc. d.b.a. TripSpark for System Supply and Support Agreement, Amendment #3 of Contract between City of Murfreesboro and Trapeze Software Group, Inc. d.b.a. TripSpark for System Supply and Support Agreement, Amendment #4 of Contract between City of Murfreesboro and Trapeze Software Group, Inc. d.b.a. TripSpark for System Supply and Support Agreement, and Amendment #5 of Contract between City of Murfreesboro and Trapeze Software Group, Inc. d.b.a. TripSpark for System Supply and Support Agreement (collectively the "Purchase Contract"). No other terms, conditions, representations, warranties or guarantees, whether written or oral, express, or implied, will form a part of this Agreement or have any legal effect whatsoever. In the event of any conflict or inconsistency between the provisions of this Agreement and the exhibits, the terms and conditions of this Agreement will govern to the extent of such inconsistency. This Agreement may not be modified except by a later written amendment signed by both parties.

The parties acknowledge and agree that the Purchase Contract has no further force or effective as of the effective date of this Agreement.

TRAPEZE SOFTWARE GROUP, INC.

Signature: DocuSigned by: C452CF3EB7CC413...
Name: Chris Keuleman
Title: Director

CITY OF MURFREESBORO

Signature: DocuSigned by: A2E6A4BE7CD74E7...
Name: Shane McFarland
Title: Mayor

APPROVED AS TO FORM:
DocuSigned by: 43A2035E51F9401...
Adam Tucker, City Attorney

TripSpark Proprietary and Confidential

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TERMS AND CONDITIONS

NOW THEREFORE, the parties agree as follows:

1. Definitions In this Agreement the capitalized words set out below will have the following meanings:

"Agreement"	this system supply and support agreement between TripSpark and Customer, and the attached exhibits, all of which form an integral part of this Agreement;
"Documentation"	the user documentation pertaining to the System as supplied by TripSpark;
"Equipment"	means collectively, the TripSpark Equipment and the Third Party Equipment;
"Hosting Services"	the specifications for the hosting services to be provided by TripSpark, attached hereto as Exhibit G;
"New Product"	any update, new feature, or major enhancement to the TripSpark Software that TripSpark markets and licenses for additional fees separately from Upgrades;
"Statement of Work"	the specifications for the services to be provided by TripSpark, any subcontractors, and the Customer, attached hereto as Exhibit D;
"Summary of Pricing"	the summary of pricing information related to the System, attached hereto as Exhibit C;
"System"	means the Software products specified in Exhibit A and the Equipment specified in Exhibit B;
"Third Party Equipment"	the computer hardware, system software and any other related items to be provided by TripSpark, as identified in Exhibit B of this Agreement;
"Trade Secrets"	any information proprietary to either party (including software source code), concerning a design, process, procedure, formula, or improvement that is commercially valuable and secret (in the sense that the confidentiality of such information affords a competitive advantage to the owner), but shall not include any information that (1) is or becomes generally known to the public through no fault of the recipient; (2) is obtained without restriction from an independent source having a bona fide right to use and disclose such information, without restriction as to further use or disclosure; (3) the recipient independently develops through persons who have not had access to such information; or (4) the disclosing party approves for unrestricted release by written authorization.
"TripSpark Equipment"	the TripSpark proprietary equipment units identified in Exhibit B of this Agreement;
"TripSpark Software"	the TripSpark existing and new proprietary software applications identified in Exhibit A of this Agreement;

2. Services TripSpark will provide all services and perform all actions required by, and in accordance with, the Statement of Work (the "Services"), attached hereto as Exhibit D. The Customer will perform all applicable activities and provide all information as required by the Statement of Work.

3. TripSpark Software License

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a) TripSpark grants to Customer a personal, non-transferable, and non-exclusive license restricted for use by Customer at their place of business:

(i) to use a production copy of the object code version of the Software in the form supplied by TripSpark and on hardware approved by TripSpark as of the License Date referred to in Exhibit A ("License Date"), in accordance with the operational characteristics described in Exhibit A.

(ii) To use the TripSpark Documentation, but only as required to exercise this license.

c) The license to use the Transit Database is granted to Customer solely for the development of internal reports by Customer and for the integrated operation of the TripSpark Software in both Production Environment and Staging Environment. Unless expressly included herein all other access rights to the Transit Database are excluded from this Agreement, and the Customer shall not develop or use, or authorize the development or use of, any other application interfaces to or from the Transit Database without the express written consent of TripSpark.

d) Customer may make two back-up copies of the TripSpark Software. Customer may use the production copy of the TripSpark Software solely to process Customer's proprietary data. The TripSpark Software may not be used on a service bureau or similar basis to process data of any third parties.

e) Other than the rights of use expressly conferred upon Customer by this paragraph, Customer will have no further rights to use the TripSpark Software or the Documentation. Customer will not copy, reproduce, modify, adapt, translate, or add new features to the TripSpark Software or the Documentation without the express written consent of TripSpark. Customer will not permit disclosure of, access to, or use of the TripSpark Software or the Documentation by any third party unless authorized in writing by TripSpark. Customer will not attempt to reverse compile or reverse engineer all or any part of the System.

f) The Equipment may include embedded third party software, including but not limited to software licensed by:

a. Microsoft® Corporation

b. HERE MAP, territory-specific geographic/map data consisting of data for the North America Territory

c. Esri (Mapping software)

d. Blacklight Solutions ("Blacklight Solutions")

e. Nuance/Loquendo S.p.A., (Text to Speech software)

f. Winmate Inc. (hardware, software)

g. TextSpeak Corporation (Text to Speech software)

The terms and restrictions of TripSpark's software license grants will apply to the use of the third party software identified above and the licensors of such software are third party beneficiaries of the rights granted under those terms. If required, Customer shall enter into a separate end-user-license agreement depending on the product(s) procured. Customer may only transfer any embedded software product with the Equipment in accordance with the terms and conditions of this Agreement.

g) Customer acknowledges and agrees that the Software may record and transmit to TripSpark statistical and other information about Customer's use of the Software ("Usage Data"), provided the Usage Data is collected in a form that does not contain any Customer Confidential Information.

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4. Title to Equipment and Risk of Loss

It is agreed that title and risk of loss to any Equipment sold hereunder shall pass to Customer at the time of delivery of the Equipment at the premises designated by the Customer.

5. System Acceptance

The parties agree as of the date of the effective date of this Agreement, the Software in Exhibit A has been accepted by Customer pursuant to the Purchase Agreement. Equipment purchased pursuant to this Agreement shall be inspected by Customer within (5) business day from the date of delivery to Customer location for Customer to verify that the Equipment is not damaged. If TripSpark does not receive written notification of damage within the five (5) days' period, the Equipment is deemed accepted by Customer.

6. Warranty

a) TripSpark warrants the TripSpark Equipment purchased pursuant to this Agreement, to operate in all material respects as specified in the Documentation for a period of **ninety days (90)** from the shipped delivery to Customer location.

b) The sole remedy of Customer for any breach of the above warranty will be to require TripSpark to use reasonable efforts to repair, at its own expense, any defects in the TripSpark Equipment that are brought to TripSpark's attention by Customer.

c) TripSpark warrants that it is the owner of the TripSpark Software and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the intellectual property and other rights granted in this Agreement without further consent of any third party. Customer's remedy for breach of this warranty and/or infringement shall be as provided in Section 12, below.

e) The parties agree that the above warranty shall not apply to include any Third Party Equipment. Such Third Party Equipment will be provided by TripSpark with any available manufacturer's warranty only and any corrective or remedial services with respect to such items shall be the exclusive responsibility of the Customer. Other than as provided under this Section 6, no warranty is provided for TripSpark Software, third party software, and third party services. The parties further agree that the above warranty does not include coverage for errors, defects or performance issues in the System caused by the actions of the Customer, its employees, contractors, or vehicle riders. This warranty is in lieu of all other warranties, conditions, or other terms, express or implied, concerning the System. It explicitly excludes any other warranty, condition or other term which might be implied or incorporated into this Agreement, whether by statute, regulation, common law, equity or otherwise, including without limitation any implied warranties or conditions of quiet usage, merchantability, merchantable quality, fitness for a particular purpose, or from the course of dealing or usage of trade as allowed by law. In particular, TripSpark does not warrant that: (i) the System will meet all or any of Customer's particular requirements; (ii) that the operation of the System will operate error free or uninterrupted; or (iii) all programming errors in the System can be found in order to be corrected.

The parties acknowledge and agree, third party sms/messaging services ("Third Party Transaction Services") are provided "as is" and "as available". TripSpark disclaims all representation and warranties, express, implied, or statutory, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. TripSpark makes no representation, warranty or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the Third Party Transaction Services or that such Third-Party Transaction Services will be uninterrupted or error-free.

7. Payment TripSpark will invoice Customer for the TripSpark Software license fees, Services fees, and Equipment fees as set out in and according to the Summary of Pricing. TripSpark will invoice Customer in accordance with the payment schedule in the Summary of Pricing. The total amounts due for the Services and Expenses, as those fees are set out in the Summary of Pricing, are firm fixed amounts and will be invoiced on that basis. Expenses related to the Services are not to exceed those amounts set out in the Summary of Pricing. In the

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event that the operational parameters set out in Exhibit A of this Agreement are exceeded, TripSpark reserves the right to charge Customer its standard license fees and maintenance fees applicable to such additional levels of use.

Subject to receipt of an accurate invoice, Customer will pay invoices within thirty (30) days of receipt. Overdue payments will bear interest at the annual rate of fifteen percent (15%) on the amount outstanding from the date when payment is due until the date payment in full is received by TripSpark. Customer, as a Tennessee municipal government, is a tax-exempt entity. Customer has provided, or will provide, a tax exemption certificate to TripSpark upon request.

8. Maintenance Services and Extended Warranty

For the purposes of this Section 8 of this Agreement, the following definitions apply:

"Rogue Unit": TripSpark Equipment that exhibits a recurring problem subject to the following: (i) the undesired symptom reported is the same for three (3) sequential removals, and (ii) the undesired interval is seven (7) operating days or less;

"Turnaround Time": Commences on the date of receipt by TripSpark's Service Center, and continues to the date of shipment back to Customer;

No Fault Found ("NFF") / No Trouble Found ("NTF"): TripSpark Equipment which requires no repair, replacement, or adjustment by TripSpark in order to return it to a serviceable level in accordance with subsection 8 (B) (iv) below;

"Updates and Upgrades": Those general releases to the TripSpark Equipment or TripSpark Software that TripSpark generally makes available as part of the annual maintenance program;

"Priority One (1) Variance": A TripSpark Equipment or TripSpark Software performance anomaly resulting in the loss or use of critical system functions and system is "down" to the extent that such loss affects the safety of the public and/or personnel;

"Priority Two (2) Variance": A TripSpark Equipment or TripSpark Software deficiency of lesser severity than a Priority One (1) that does not substantially reduce the capability of the System to accomplish its primary system functions (e.g., vehicle communications, and/or AVL, and/or fare collection). A Priority One (1) Variance for which an acceptable workaround has been established shall be reassigned to a Priority Two (2); and

"Service Notification": A notification or bulletin provided by TripSpark that describes a change to TripSpark Equipment or TripSpark Software.

A) TripSpark Software

Upon TripSpark receipt of Customer payment in full of annual maintenance fees, TripSpark agrees to provide the following maintenance and support services:

(i) TripSpark will maintain the TripSpark Software so that it operates in conformity, in all material respects, with the descriptions and specifications for the TripSpark Software set out in the Documentation;

(ii) in the event that Customer detects any errors or defects in the TripSpark Software, TripSpark will provide reasonable support services through a telephone software support line from Monday to Friday, 8 am to 5 pm EST (Except North American holidays). Upon registration by Customer, TripSpark will also provide Customer with access to its software support website;

(iii) TripSpark will provide Customer with Upgrades of the TripSpark Software at no additional license fee charge;

(iv) Customer shall provide TripSpark with remote access to Customer's computers on which the TripSpark Software is installed. TripSpark shall provide updates and Upgrades to the TripSpark Software via remote connection. Customer shall be solely responsible for the security and integrity of any remote connection provided by Customer for TripSpark to provide the Services herein. TripSpark shall take commercially reasonable efforts to ensure that computers/equipment used to remotely access Customer's system during the provision of TripSpark's Services herein by utilizing a valid, current endpoint protection software with signature updates as soon as they released by endpoint protection vendor..

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Should Customer request any on-site maintenance and support services, TripSpark reserves the right to charge its standard applicable service fees plus expenses related to such services; and

(v) Upgrades will be provided with updated Documentation where available and appropriate.

B) TripSpark Equipment

Subject to purchase of extended warranty by Customer for additional Equipment only, as outlined in Summary of Pricing, TripSpark agrees to provide the following maintenance and support services:

(i) TripSpark shall provide phone support to Customer's authorized callers to assist with troubleshooting of installation, configuration, and operational problems of covered TripSpark Equipment;

(ii) Customer shall send all TripSpark Equipment covered by this Agreement directly to the designated TripSpark Service Center outlined in the Return Materials Authorization ("RMA") Request Process, Exhibit F. Upon repair, TripSpark shall return the TripSpark Equipment to Customer's designated receiving facility, or other locations as designated by Customer's applicable Return Order. Cost of shipping to the designated TripSpark Service Center shall be borne by Customer. Cost of shipping the repaired TripSpark Equipment to the Customer's facilities shall be borne by TripSpark unless the TripSpark Equipment is deemed NFF / NTF. TripSpark Equipment returned for repair under this Agreement and subsequently determined by TripSpark to be NTF or NFF or upon warranty expiry is subject to the Time and Material pricing contained in Summary of Pricing. TripSpark reserves the right to substitute functionally equivalent parts for those parts returned to TripSpark for repair. TripSpark will use commercially reasonable efforts to obtain equally functional equivalent parts. Notwithstanding anything to the contrary herein, should equally functional equivalent parts be not available, Customer acknowledges and agrees that TripSpark will have no further obligation to support the TripSpark Equipment and Customer shall be obligated to pay to TripSpark bench fees at the then current TripSpark pricing. The bench fee amount applies to the services performed by TripSpark for testing and assessment of TripSpark Equipment issues whether or not TripSpark Equipment parts are available as described hereunder and whether or not Customer chooses to replace parts as advised by TripSpark;

(iii) TripSpark shall make commercially reasonable efforts to provide a Turnaround Time of thirty (30) calendar days for TripSpark Equipment listed in Exhibit B, which is returned to TripSpark in accordance with Exhibit F;

(iv) TripSpark shall apply special testing and repair to any Rogue Unit at no additional charge to Customer. Any special testing and repair shall not be subject to the Turnaround Time specified in subsection (iii) above; and

(v) TripSpark may issue Service Notifications indicating recommended or mandatory changes to the TripSpark Equipment and Software covered under this Agreement.

C) Documentation for Equipment Difficulty

Prior to delivery to TripSpark of TripSpark Equipment to be repaired, Customer shall provide TripSpark with a return order, which shall include the following information:

(i) Date of performance anomaly;

(ii) Vehicle Number;

(iii) Detailed system description of performance anomaly;

(iv) Type number, part number, and serial number of the TripSpark Equipment;

(v) Customer Return / Repair Order Number; and,

(vi) Ship To address and Contact Name for return of TripSpark Equipment to Customer;

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D) Documentation for Software Difficulty

Upon the identification of a possible fault or difficulty within any of the TripSpark Software to be supported hereunder, Customer shall promptly issue a trouble report to TripSpark that shall include the following information:

(i) Date of performance anomaly;

(ii) TripSpark Software module in question and location of where TripSpark Software is installed;

(iii) Detailed system description of performance anomaly;

(iv) Version number of TripSpark Software and severity/ impact to Customer's operations; and

(v) Contact name and phone number.

The trouble report information shall also be communicated verbally via 1-877-411-8727 or via email at cc@TripSparkgroup.com or via customer portal www.MyTripSpark.com to TripSpark. TripSpark shall forward the trouble report to the designated repair technician.

E) Equipment and Software Excluded from Maintenance

The parties agree that the above maintenance services shall not apply to include maintenance of Third Party Equipment, and TripSpark shall be under no obligation to provide any maintenance services to the Customer with respect to such Third Party Equipment or third party software. The parties further agree that the above maintenance services shall not include services which may be required to identify or correct errors, defects or performance issues in the TripSpark Software or the TripSpark Equipment which are caused by the actions or omissions of the Customer, its employees, contractors, or vehicle riders.

In the event that TripSpark Equipment and Software covered under this Section 8 is subjected to any of the conditions below by Customer or any third parties, such TripSpark Equipment and Software shall be excluded from maintenance service coverage.

(i) TripSpark Equipment or TripSpark Software subjected to carelessness or negligence;

(ii) TripSpark Equipment or TripSpark Software subjected to cannibalization or vandalism;

(iii) TripSpark Equipment or TripSpark Software subjected to alteration or repair in a manner which conflicts with TripSpark's written repair procedures, specifications, and license terms;

(iv) TripSpark Equipment or TripSpark Software subjected to inadequate packing, shipping, storage, or handling;

(v) TripSpark Equipment or TripSpark Software subjected to fire, wind, flood, leakage, collapse, lightning, explosion, or other Acts of God, including but not limited to acts of war (declared or undeclared), terrorism, or the public enemy; and

(vi) TripSpark Software altered as a result of third party service bulletins.

F) Disclaimer

During any annual maintenance support or extended warranty period, TripSpark does not represent or warrant that (a) the TripSpark Equipment or TripSpark Software shall meet any or all of Customer's particular requirements; or (b) the operation of the TripSpark Equipment or TripSpark Software shall be error-free or uninterrupted.

9. Payment of Maintenance Fees and Hosting Fees

(a) Customer shall pay the annual maintenance fees and Hosting Services fees to TripSpark as provided in Exhibit E. These fees shall be subject to change as set out in Exhibit E. Customer shall issue a Purchase Order annually specifying the amount set forth in the TripSpark invoice for maintenance services and Hosting Services fees in accordance with Exhibit E. The Purchase Order shall be governed by the terms and conditions of this Agreement. In

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the event that the Customer wishes to terminate the maintenance services or Hosting Services to be provided under this Agreement, Customer must provide TripSpark with no less than sixty (60) days written notice of such termination, during which ninety day period the applicable maintenance fees and Hosting Services fees will remain payable. TripSpark may suspend provision of any maintenance services and Hosting Services fees during any period of time during which the applicable maintenance fees remain unpaid by Customer.

(b) Non-appropriation. TripSpark acknowledges that Customer is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event Customer fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the Services to be provided, this Agreement shall be terminated in writing in accordance with Section 9 (a) above, and such termination shall be deemed a termination for convenience.

10. Trade Secrets Customer acknowledges that all Trade Secrets relating to or concerning the System, including any modifications made thereto, are owned by TripSpark or TripSpark has the applicable rights of use and Customer will maintain the Trade Secrets in strict confidence and not disclose the Trade Secrets to any third party without TripSpark's prior written consent. Customer shall prohibit any persons other than Customer employees from using any components of the System and Customer shall restrict the disclosure and dissemination of all Trade Secrets reflected in the System to Customer employees who are bound to respect the confidentiality of such Trade Secrets. These obligations of confidentiality will survive termination of this Agreement.

11. Media and Publication Unless express prior written consent is granted, Customer does not consent to the use of its name or logo in any advertising or promotional material or distributions or other commercial use by TripSpark. Additionally, Customer does not waive any moral right to the use of the Customer name submitted to TripSpark. Neither party will communicate with representatives of the general or technical press, radio, television, or other communication media regarding the work performed under this Agreement without the prior written consent of the other party.

12. Intellectual Property Indemnification TripSpark will defend Customer in respect of any claims brought against Customer by a third party based on the claim that the TripSpark Software or the TripSpark Equipment infringes the intellectual property rights of that third party. TripSpark will pay any award rendered against Customer by a court of competent jurisdiction in such action, provided that Customer gives TripSpark prompt notice of the claim and TripSpark is permitted to have full control of any defense. If all or any part of the TripSpark Software or TripSpark Equipment becomes, or in TripSpark's opinion is likely to become, the subject of such a claim, TripSpark may either modify the TripSpark Software or TripSpark Equipment to make it non-infringing or procure the right for the Customer's use of the System. This is TripSpark's entire liability concerning intellectual property infringement. TripSpark will not be liable for any infringement or claim based upon any modification of any part of the System developed by Customer, or use of the System in combination with software, hardware, or other technology not supplied or approved in advance by TripSpark, or use of any part of the System contrary to this Agreement or the Documentation.

13. Exclusion of Liability

a) TripSpark and Customer do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to Customer for breach of warranty is for breach of contract under the terms of this Agreement. This does not preclude a claim for fraud.

b) The parties do not guarantee the privacy, security, authenticity, or non-corruption of any information transmitted through the internet or any information stored in any system connected to the internet. Neither party shall be responsible for any claims, damages, costs, or losses whatsoever arising out of or in any way related to the other party's connection to or use of the internet.

c) TripSpark will not be liable to Customer or any third party for any claims, expenses, damages, costs, or losses whatsoever arising out of or in any way related to:

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(i) Customer's use of map or geographical data, owned by Customer or any third party, in conjunction with the System or otherwise; or

(ii) Customer's use of the System insofar as the System may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary, or otherwise exempt from public disclosure under applicable law.

(d) TripSpark's liability and responsibility for any claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the use of the System (whether or not in the manner permitted by this Agreement), including claims for breach of contract, tort, misrepresentation, or otherwise, will be absolutely limited to the greater of: (i) One Hundred Thousand Dollars ($100,000.00) or (ii) two-times (2x) the fees paid for the Software license or Service fee or Equipment hardware that is the subject of a claim. .

(e) TripSpark will not be liable to the Customer or any third party for losses or damages suffered by Customer or any third party which fall within the following categories:

i) incidental or consequential damages, whether foreseeable or not;

ii) special damages even if TripSpark was aware of circumstances in which special damages could arise;

iii) loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind.

(f) Paragraphs (d) and (e) do not apply to claims arising out of death or bodily injury caused by TripSpark's gross negligence or willful misconduct.

(g) The Customer acknowledges and agrees that it is solely responsible for providing and ensuring the proper training of its drivers, owners, or operators in the operation of the motor vehicle or motor vehicles in conjunction with the use or operation of the TripSpark Software, Equipment and Third Party Equipment described in this Agreement. "Motor vehicle" includes any automotive machinery utilized for the transport of persons or goods in which TripSpark Software, Equipment, and Third Party Equipment has been incorporated or installed.

The Customer acknowledges and agrees that TripSpark shall not be liable to the Customer for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by the Customer in conjunction with or separate from the use of the TripSpark Software, Equipment and Third Party Equipment described in this Agreement including any personal injury claim or action and to the extent permitted by Tennessee state law, the Customer shall defend and hold TripSpark harmless from any such claim or action including costs.

(h) The limitations and exclusions in this section shall not apply to (i) TripSpark's indemnity obligations provided in this Agreement..

(j) Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by Customer to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreements requiring Customer to indemnify or hold harmless TripSpark or any other person or entity and any limitation of liability in favor of TripSpark is enforceable only to the extent permitted by Tennessee law provided Customer's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 et seq. No provision of the Agreements shall act or be deemed a waiver by Customer of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq.

(k) No member, official, or employee of Customer shall be personally liable to TripSpark or any other person or entity, including a third-party beneficiary, in the event any provision of this Agreement is unenforceable, there is any default or breach by Customer, for any amount which may become due and this Agreement, or on any obligations under the terms of this Agreement.

14. Termination

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(a) This Agreement will remain in effect until terminated.

(b) Either party may terminate this Agreement, in whole or part, by providing (30) days written notice.

(c) TripSpark has the right to terminate this Agreement if Customer is in default of any term or condition of this Agreement and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed Customer defaults under this Agreement: (i) Customer fails to pay any amount when due hereunder; (ii) Customer becomes insolvent or any proceedings will be commenced by or against Customer under any bankruptcy, insolvency, or similar laws.

(d) If Customer develops software that is competitive with the TripSpark Software, or Customer is acquired by or acquires an interest in a competitor of TripSpark, TripSpark shall have the right to terminate this Agreement immediately.

(e) If this Agreement is terminated, Customer will immediately return to TripSpark all physical copies of the TripSpark Software (and remove all Software installations thereof from Customer systems) and the Documentation and any other Equipment provided to Customer pursuant to this Agreement which have not been paid for in full and will certify in writing to TripSpark that all physical copies or partial copies of the TripSpark Software, the Documentation and such other materials have been returned to TripSpark (and all Software installations and Documentation has been removed Customer systems). In the event of termination, TripSpark will be entitled to retain all fees paid by Customer for all license fees, service fees and expenses related to services or deliverables provided up to the termination date.

15. Force Majeure TripSpark will not be responsible for, and its performance of obligations will automatically be postponed as a result of, delays beyond TripSpark's reasonable control as a result of force majeure, provided that TripSpark notifies the Customer with a reasonably detailed explanation of its inability to perform with reasonable promptness and performs its obligations hereunder as soon as circumstances permit.

16. Assignment This Agreement is for the sole benefit of Customer and may not be assigned by Customer without the prior written consent of TripSpark.

17. Applicable Law This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee. Each party agrees to the applicable governing laws of the State of Tennessee without regard to choice or conflicts of law rules, and to the jurisdiction of the applicable courts located in Rutherford County, Tennessee or, in the event of a federal question only, the Middle District of Tennessee. The parties exclude the operation of the United Nations Convention on Contracts of the International Sale of Goods.

18. Third Parties No party other than Customer shall be licensed to use the TripSpark Software by this Agreement unless such use is expressly permitted by the terms of this Agreement. In the event that this Agreement does allow for the use of the TripSpark Software by certain designated third party service providers, the Customer shall be responsible for taking all reasonable steps to ensure that the service provider is fully compliant with the terms of this Agreement including without limitation any restrictions on use of the TripSpark Software and obligations of confidentiality. TripSpark does not assume, and hereby expressly excludes, any obligations or duties to any third parties, whether expressly named in this Agreement or not, which may be inferred or implied by statute, regulation, common law, equity or otherwise.

19. Notices All notices must be in writing and will be duly given if delivered personally or sent by registered or certified mail to the respective addresses of the parties appearing on page one of this Agreement. Any notice given will be deemed to have been received on the date it is delivered if delivered personally, or, if mailed, on the fifth business day next following its mailing. Either party may change its address for notices by giving notice of such change, as required in this Section.

20. Purchase Order Upon execution of this Agreement, Customer will issue a Purchase Order specifying the amount of as set out in the Summary of Pricing, (this amount excludes any sales taxes, first year maintenance fees or

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escrow fees which may apply) for the provision of the System and the Services. The Purchase Order will be governed exclusively by the terms and conditions of this Agreement.

21. Audits In addition to the provisions Section 3 (g), TripSpark may perform audit(s) on the use of the System. Customer agrees, upon reasonable notice, to make the necessary operational records, databases, equipment, employees, and facilities available to TripSpark for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

22. Dispute Resolution Upon any dispute, controversy, or claim between the parties, each of the parties will designate a representative from senior management to attempt to resolve such dispute. The designated representatives will negotiate in good faith to resolve the dispute over a period of thirty (30) calendar days. If the dispute is not resolved in the thirty (30) calendar day period, the parties may submit the dispute to non-binding mediation prior to the initiation of legal proceedings for which costs shall equally borne by each party. The foregoing provision will not limit the ability of a party to seek immediate injunctive relief.

23. Federal Certifications and Assurances TripSpark shall comply with all of the required federal certifications and assurances set forth in Exhibit H. Notwithstanding any to the contrary in Exhibit H, attached hereto, it is the understanding of TripSpark and Customer that TripSpark will be subject to federal certifications and assurances as they apply only to TripSpark's performance of Services pursuant to this Agreement and any hardware and Software licensed under the Agreement is commercial "off the shelf". It is the intent of TripSpark and Customer that federal certifications and assurances shall:

(i) not transfer ownership of any intellectual property to Customer;
(ii) not include bonding requirements for this Agreement;
(iii) not include any liquidated damages under this Agreement:
(iv) not exceed the limitation of liability and indemnification obligations under this Agreement.

Should any federal or state laws cause the scope, schedule, or deliverable to change and increase the expenses required by TripSpark to perform the Agreement, then TripSpark and Customer agree TripSpark shall be allowed to submit a written request for a change order providing an equitable adjustment. Customer will have fourteen (14) days to evaluate such request and respond in writing as to whether the change order is accepted or not. If Customer does not accept such change order or does not reply to the change order request within the fourteen (14) day period, the request will be deemed denied, and either party is free to terminate the Agreement without penalty. TripSpark makes no representation that TripSpark Software or its subcontractor's software, hardware and related documentation contain features and functionality that is Customer compliant or meets any specific requirements pursuant to any federal or state laws.

24. Public Records; Disclosure. The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, Customer must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to TripSpark or provide TripSpark with notice or the time to obtain a protective order. Customer does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section serves to meet such burden and authorization of disclosure.

25. Binding Effect. This Agreement is the entire agreement between Customer, (including Customer's employees and other end users) and TripSpark. No employee of Customer or any other person, without authorization of the City Council can bind Customer to any contract or agreement and anything contrary contained in the

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Agreement, the Terms of Service or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with Customer's employees or other end users, to the contrary are null, void and without effect as it applies to Customer.

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EXHIBIT A

Item	TripSpark Software	Application Description	Configuration	License Date
1.	*TripSpark Mobile (Fixed Route)	Mobile Application for Fixed Route Bus Operators	Mobile Based	Effective date of this Agreement
2.	*TripSpark XGate (Fixed Route)	Wireless Communication Module	Mobile Based	Effective date of this Agreement
3.	*TripSpark XMobile Manager (XMM) Fixed Route)	Over the Air Programming Application	Mobile Based	Effective date of this Agreement
4.	*TripSpark Streets CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner))	Fixed Route Computer Aided Dispatching and Automated Vehicle Location	Server Based	Effective date of this Agreement
5.	*TripSpark Streets Route Monitor	Headway Monitoring	Server Based	Effective date of this Agreement
6.	*TripSpark Streets-CAD/AVL Client License	Fixed Route Computer Aided Dispatching and Automated Vehicle Location	Server Based	Effective date of this Agreement

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7.	*TripSpark XGate Server License	Wireless Communication Module	Server Based	Effective date of this Agreement
8.	TripSpark XMobile Manager Server License	Over the Air Programming Application	Server Based	Effective date of this Agreement
9.	TripSpark MyRide Passenger Information	Real Time Passenger Information Module	Mobile Based	Effective date of this Agreement
10.	TripSpark Streets GTFS Real Time Feed	Schedule Data Export for Google Maps	Mobile Based	Effective date of this Agreement
11.	TripSpark MyRide Native Application	Dynamic Passenger Information App for mobile users	Mobile Based	Effective date of this Agreement
12.	Transit Database		Included	Included

Note:

1. Licenses are provided for operations of up to fourteen (14) fixed route vehicles.
2. *Licenses are provided for an additional three (3) fixed route vehicles, subject to TripSpark's receipt of payment pursuant to Exhibit B, attached hereto.
3. Third Party Runtime licenses, if required to operate the TripSpark Software, are not included.
4. Proposed software solution is designed for the Windows operating environments, with an ODBC database infrastructure (the Transit Database) designed by and proprietary to TripSpark, as applicable.
5. Except as may be included in the Equipment or otherwise specifically required in the Agreement, the Customer is responsible for purchasing hardware and any other pre-requisite products.
6. Any software applications may be operated on any of the licensed workstations within a configuration approved by TripSpark. Licenses for additional local or remote workstations may be purchased at the then current rates.

EXHIBIT B

List of Additional TripSpark Equipment:

Description	Quantity
In-Vehicle Equipment – Fixed Route	
Ranger 4 (Internal modem, GPS, WIFI)	3
Mount	3

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EXHIBIT C: SUMMARY OF PRICING

Products	Description	Quantity	Price	Total
R44-V110T-01	Ranger 4.4 MDT - power cables included	3	$4,217	$12,651
65T0125-001	RAM Mount	3	$18	$54
65T0125-003	RAM Arm	3	$32	$96
*Ranger - Mobile Application License		3	$262	$786
*Ranger - XGate License		3	$131	$393
*Ranger - XMM License		3	$131	$393
*Streets Ranger Interface License		3	$1,838	$5,514
Project Management and Deployment Services		1	$3,300.00	$3,300.00
Shipping		1	$43	$43
Total USD				**$23,230.00**

Assumptions

TripSpark will provide:

1 All of the TripSpark Equipment and Services identified above.

Customer will be responsible for providing the following:

1 Public data network activations and monthly airtime subscriptions for each vehicle.
2 Swap-out maintenance of in-vehicle equipment during and after the warranty period.
3 Third party interface fees to existing agency equipment (fareboxes, onboard signs, destination signs, etc.).

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4 Installation of equipment in Customer vehicles (unless provided by TripSpark within the above pricing).
5 SQL for databases for all TripSpark Software (unless hosted by TripSpark).
6 Space, power, network (LAN/WAN) connectivity, for required servers and workstations (unless hosted by TripSpark).
7 Access to servers via the internet (i.e., VPN, PCAnywhere) for remote troubleshooting and support (unless hosted by TripSpark),
8 Configuration of firewall to allow two-way IP based communications with the mobile devices (unless hosted by TripSpark).

Extended Warranty Pricing

**	Extended Warranty Pricing	Year 1	Year 2	Year 3
	Ranger 4.4	$393	$435	$474

General

1. Pricing is in US dollars and expires January 31, 2024.
2. Applicable taxes are not included and will be assessed at invoicing.
3. *Pricing corresponds to the TripSpark Mobile (Fixed Route), XGate (Fixed Route), XMobile Manager (XXM) (Fixed Route), CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner), Streets Route Monitor, Streets-CAD/AVL Client License, XGate Server License, XMobile Manager Server License Software products for up to three (3) fixed route vehicles.
4. **Should Customer wish to purchase extended warranty, Customer shall issue a Purchase Order to TripSpark on or before the ninety (90) days warranty expiry date. Upon expiry of Year 3, extended Warranty support shall be subject to program availability and TripSpark's then current pricing.

EXHIBIT C: SUMMARY OF PRICING

Payment Schedule

Milestone	Description	Percentages Due
Milestone 1:	Due upon execution of this Agreement	100% License Fees and 50% Services Fee
Milestone 2:	Due upon drop ship delivery to Customer location	100% TripSpark Equipment Fee and 100% Shipping Fee
Milestone 3:	Due upon completion of TripSpark's Services in accordance with Exhibit D of this Agreement	50% Services Fee

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EXHIBIT D: STATEMENT OF WORK

Statement of Work: In-Vehicle TripSpark Equipment

This document defines the implementation services to be provided by TripSpark for the Customer, as well as the roles and responsibilities of the Customer's staff and resources.
Unless otherwise indicated, TripSpark will provide 'standard' implementation services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any services beyond what is defined in this document will be considered out of scope, and a change order outlining any additional costs will be required. Any additional costs uncovered from a change order will be the responsibility of the Customer. All implementation Services, materials, and training will be provided in English, unless otherwise stated.

Overview

This implementation involves the following high-level tasks:

1. Offsite Support Services

Offsite Support

A Kick-Off Call will be scheduled as agreed upon by both parties. The Kick-Off Call will involve one or more meetings with the Customer's project team to discuss the project, its timelines, and to review the scope of work.
TripSpark Will Provide:

- Software Configuration, System Testing, & Commissioning

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- Up to eight (8) hours of remote support services to assist Customer in the installation and troubleshooting of the equipment in the vehicle; Rangers, Power Cables, and Mounts

TripSpark Resource Responsibilities

TripSpark will provide Project Management services, including but not limited to; Scheduling of TripSpark resources, coordination with Customer resources, follow up and update communications, invoicing based on milestones, and acting as a single point of contact.

Customer Resource Responsibilities

If Customer causes delays by not adhering to the below responsibilities and requirements listed in this SOW, and these delays result in additional service work being incurred by TripSpark, then TripSpark reserves the right to charge Customer additional services fees, which shall be the responsibility of the Customer.

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark	20% of time for duration of project.	○ Coordinate the scheduling of all of the Customer resources. ○ Coordination of conference calls and meetings, as required.
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	○ Participation in the completion of the Kick-Off Call.
System Administrator		25% of their time for the duration of the project.	○ Provide TripSpark Remote Desktop (RDP) over secured Virtual Private Network (VPN) access to servers where Software and Software databases will be installed.
Operations Manager & Maintenance	The Operations Manager is responsible for coordinating availability of buses and drivers, as well as providing support for installers	50% during installs	○ Coordinate availability of vehicles and installation locations ○ Liaison between TripSpark and maintenance department ○ Support the pre and post installation inspections ○ Manage Installations as necessary

Timeline

TripSpark's Project Manager will reach out within 3 weeks from the execution of this agreement in order to schedule a Kick-Off Call. The Kick-Off Call shall be scheduled as agreed upon by both parties.
The services as outlined in this document can be completed within approximately two (2) months from the Kick-Off Call.

Assumptions

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The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below:

- Customer must choose and schedule vehicles for installation once the schedule is confirmed by all stakeholders.
- Customer must have a test environment or test method at their facility that can be used for testing new versions of the Software. It is the Customers responsibility to ensure adequate user testing is completed before implementation of the Software in a live environment.
- Customer must provide TripSpark with access to software servers via the internet (e.g., VPN, PCAnywhere, etc.) for remote troubleshooting/support.
- Customer must supply public data network activations and monthly airtime subscriptions for each vehicle and provide or procure Sim Cards.
- Software will be delivered 'off-the-shelf'. Off the shelf means:
    - Software will be installed "as-is" (no customizations) and existing functionality within the Software will be used or adapted for the needs of this project. Feature requests or improvements will be considered after Software acceptance, as described under this Agreement Amendment #6, for this project is completed
- Once an installation is completed and passes installation testing, all further hardware troubleshooting will be accomplished by Customer's maintenance staff. TripSpark will be available for consultation.
- Customer is responsible for existing in-vehicle equipment not provided by TripSpark and any repairs or replacements required for equipment meant to interface to TripSpark's Software or TripSpark Equipment.
- Customer must obtain necessary permits or permissions for any activities requiring outside authorization.
- Customer must provide any power converters required for TripSpark Equipment as necessary.
- Customer must provide a safe and secure location to store TripSpark Equipment prior to installation.
- Customer is responsible for installation of the TripSpark Equipment in the vehicles.
- All Services to be provided remotely.

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EXHIBIT E: MAINTENANCE FEES AND HOSTING SERVICES

Long Term Software Maintenance and Hosting Services Fees

Item	TripSpark Software	Maintenance and Hosting Services Period Covered	Maintenance Fee and Hosting Services
1.	Mobile (Fixed Route), XGate (Fixed Route), XMobile Manager (XXM) (Fixed Route), CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner), Streets Route Monitor, Streets-CAD/AVL Client License, XGate Server License, XMobile Manager Server License, MyRide Passenger Information, & GTFS-Real Time Feed (up to 14 fixed route vehicles)	July 01, 2023, to June 30, 2024	$47,675.00
2.	Mobile (Fixed Route), XGate (Fixed Route), XMobile Manager (XXM) (Fixed Route), CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner), Streets Route Monitor, Streets-CAD/AVL Client License, XGate Server License, XMobile Manager Server License, MyRide Passenger Information, & GTFS-Real Time Feed (up to 14 fixed route vehicles)	July 01, 2024, to June 30, 2025	$50,065.00

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3.	Mobile (Fixed Route), XGate (Fixed Route), XMobile Manager (XXM) (Fixed Route), CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner), Streets Route Monitor, Streets-CAD/AVL Client License, XGate Server License, XMobile Manager Server License, MyRide Passenger Information, & GTFS-Real Time Feed (up to 14 fixed route vehicles)	July 01, 2025, to June 30, 2026	$52,710.00
4.	MyRide Native Application	October 01, 2024, to September 30, 2025	$2,035.00
5.	MyRide Native Application	October 01, 2025, to September 30, 2026	$2,135.00

EXHIBIT E: MAINTENANCE FEES AND HOSTING SERVICES

Item	TripSpark Software	Maintenance Period Covered	**Maintenance Fees
1.	Mobile (Fixed Route), XGate (Fixed Route), XMobile Manager (XXM) (Fixed Route), CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner), Streets Route Monitor, Streets-CAD/AVL Client License, XGate Server License, XMobile Manager Server License, MyRide Passenger Information, GTFS-Real Time Feed, & MyRide Native Application (up to three (3) additional fixed route vehicles).	Year 1 (2023)	$1,417.00
2.	Mobile (Fixed Route), XGate (Fixed Route), XMobile Manager (XXM) (Fixed Route), CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner), Streets Route Monitor, Streets-CAD/AVL Client License, XGate Server License, XMobile Manager Server License, MyRide Passenger Information, GTFS-Real Time Feed, & MyRide Native Application (up to three (3) additional fixed route vehicles).	Year 2 (2024)	$1,488.00

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3.	Mobile (Fixed Route), XGate (Fixed Route), XMobile Manager (XXM) (Fixed Route), CAD/AVL Server License (Schedule/Import, Reporting, Web Services/GTFS Export (Google Trip Planner), Streets Route Monitor, Streets-CAD/AVL Client License, XGate Server License, XMobile Manager Server License, MyRide Passenger Information, GTFS-Real Time Feed, & MyRide Native Application (up to three (3) additional fixed route vehicles).	Year 3 (2025)	$1,562.00

EXHIBIT E: MAINTENANCE FEES AND HOSTING SERVICES

Note: The Software maintenance fees, and Hosting Services fees stated above under this Exhibit E, apply to the corresponding time frames only and exclude applicable taxes. For all future annual renewals, Software maintenance fees and Hosting Services fees shall be subject to TripSpark then current pricing. Hosting Services fee assumes up to seven (7) user ids.
**The Software maintenance fees shall be invoiced on a prorated basis to meet the existing common anniversary renewal date

Note: The Software maintenance fees, and Hosting Services fees stated above apply to the corresponding time frames only and exclude applicable taxes. For all future annual renewals, maintenance fees shall be subject to TripSpark then current pricing. Hosting Services fee assumes:

Includes five (5) user ids-**each additional user	$15	per user per month
Includes 320GB of transfer per month		
***Each additional 1GB	$1	per month
***Each 1GB of Disk Space after 50GB	$1	per month

***Note:** Pricing subject to change without notice.

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EXHIBIT F: RETURN MATERIALS AUTHORIZATION ("RMA")

RETURN MATERIAL AUTHORIZATION ("RMA") PROCESS

All items returned to TripSpark must have the following information presented prior to the issuing of a Return Material Authorization ("RMA") number. The reason for return (as specific as possible), the item(s) part number(s), serial number, and Customer contact. For vehicle installed TripSpark Equipment please provide the vehicle id, vehicle make/model and vehicle year.

RETURN MATERIAL AUTHORIZATION ("RMA") REQUEST

Customers who have TripSpark Equipment needing repair, having received TripSpark approval for the repair shall follow the procedure outlined below:

Buyer (or authorized representative) has TripSpark Equipment needing repair.

Buyer (or authorized representative) provides to TripSpark: Part Number, Serial Number, and Detailed Problem Description with Unit by logging onto www.MyTripSpark.com and selecting "Request an RMA" on the left side. You will need to enter the following information:

a) Serial number
b) corresponding problem description for each device being returned
c) return shipping address
d) billing address

A complete and accurate description of the condition or problem of the component or unit and the initial trouble shooting shall be done by the Customer (or authorized representative).

The Customer (or authorized representative) shall ship the unit and CRG (Customer Returned Goods) form to:

Trapeze Software Group, Inc. d.b.a. TripSpark Technologies
5265 Rockwell Dr NE
Cedar Rapids, IA 52402
Attention: RMA Department

For International shipments, please include a commercial invoice to prove place of origin for the repair.

Packing

- Customer (or authorized representative) places all TripSpark Equipment (EXCEPT IVLU's) in a nonstatic bag along with a copy of RMA form. IVLU's shall be sent in an ESD static sensitive bag. TripSpark will provide non-static bags at Customer's request. Customer shall place a copy of the CRG Form, which shall be provided by TripSpark at the time of the RMA request, inside the box or taped to the outside of the bag of the unit being returned. Customer (or authorized representative) shall pack all returned units carefully, using packing peanuts and bubble wrap when necessary. All returns are Customer property and must be protected during shipping and through the entire return process.

TripSpark Proprietary and Confidential

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- Use the values on the commercial invoice for entering the 'Value for Customs' on shipping forms (for International shipments)
- Do not enter a 'Total Declared Value for Carriage'. (For International shipments)
- Mark the RMA number on the top of the outside boxes.
- Attach one copy of the commercial invoice to each box (for international shipments)
- Attach the waybill.

Please note:

- TripSpark will provide proper packaging at a nominal fee if the units are not sent to us in original packaging or if the packaging is damaged.
- Customer is responsible for shipping to and from TripSpark on all non-warranty/non-maintenance repairs and per the agreement on warranty/maintenance repairs.
- If the quantity or serial numbers are not filled out correctly on the commercial invoice, customs may hold the shipment, or the shipment may be refused.

If you have any questions, please contact our Customer Care Department (cc@tripspark.com).

EXHIBIT G: HOSTING SERVICES

Hosting Services

1. OVERVIEW

This Exhibit G describes the hosting services for the Software licensed under Exhibit A of this Agreement ("Hosting Services") to be provided by TripSpark, the respective responsibilities of the parties, the service level objectives ("SLOs"), and the problem management process.

2. HOSTING SERVICES

The general scope of services addressed by this Agreement includes the operation, maintenance, and support of the:

- Database software for the Software hosted under this Agreement
- Database security
- Data Center server operation

The scope of services specifically excludes operation and maintenance of the following:

- Customer hardware, including Customer's servers, printers, network hardware (including routers and switches) and other Customer site computing equipment;
- Customer application software
- Customer Local Area Networks ("LAN")
- Customer network infrastructure for connecting to the Internet and to the TripSpark Data Center

All Hosting Services will be provided by TripSpark to and for the Customer's benefit in a manner that will meet the objectives outlined in the Service Level Objectives below.

Support Software
Support Software includes the operating system, utilities, database software, and all necessary licenses required to operate the Software as provided by TripSpark as part of the Hosting Services.

Hardware
Customer shall provide the telecommunications equipment, communication lines, and associated internet services for connection from Customer's site to the Data Center.

Database Instances

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TripSpark will maintain a single production database instance up to 50GB. This production database will provide the daily, real-time transaction data to the Software users.

Internet Bandwidth
TripSpark will provide up to 1Mbps pursuant this Agreement. Additional bandwidth is charged at the then current rate.

Backups
Full database backups and incremental database backups are taken on a regular basis. Backup data is retained for 14 days.

Hours of System Operations
The Software will be accessible and available to the Customer and capable of any and all normal operating functions 24 hours a day, seven days a week except for periods of scheduled maintenance and previously approved outages. TripSpark will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the TripSpark side of the router resident at the Data Center, nor will these hours of unavailability be counted as unavailable.

Data Center Maintenance
TripSpark will complete routine maintenance on the Software systems quarterly. TripSpark will provide at least seven (7) business days' notice of these planned outages.

If TripSpark is required to perform additional maintenance outside of the scheduled maintenance window, it will notify the Customer via email of its request. The Customer and TripSpark will mutually agree on the downtime, which will then be considered a period of scheduled maintenance.

Travel Expense

In addition to the fees set forth above, if TripSpark is required by Customer to attend and perform Services on-site, Customer shall reimburse TripSpark for air fare, meals, ground transportation, and other reasonable travel and living expenses incurred by TripSpark in support of this Agreement during provision of support services at the Customer site.

3. SERVICE LEVEL OBJECTIVES

These Service Level Objectives are intended to provide an understanding of the level of service to be delivered by TripSpark for the Hosting Services specified in this Exhibit G-1. The service levels set forth below apply to the Hosting Services provided by TripSpark under this Agreement.

AVAILABILITY

TripSpark will use commercially reasonable efforts to provide Hosting Services with an average of 95% Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, "Availability" during any quarter refers to an Authorized User's ability to log into the Software during such quarter, and will be calculated in accordance with the following formula:

$$x = (y - z) / y * 100$$

Where,

- "x" is the Availability of the Software during the quarter;
- "y" is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log into the Software because of (a) regularly scheduled maintenance windows for the Software and for times in which Customer has been notified in writing (including e-mail) by TripSpark in advance thereof; (b) a Force Majeure Event; (c) non-performance of hardware, software, ISP connections, and other equipment that is not provided by TripSpark or certified by TripSpark for use in conjunction with the Hosting Services (except as such non-performance is directly or indirectly caused by TripSpark).
- "z" is the number of hours in such month during which the Customer is unable to log into the Software (other than for reasons set forth in the definition of "y" above); provided that TripSpark has been notified or is otherwise aware (or reasonably should be aware) of Customer's inability to utilize the Software.

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4. CUSTOMER RESPONSIBILITIES

The Customer is responsible for:

- Assigning a primary and alternate Customer representative to coordinate all communications and activities related to TripSpark services.
- Providing contact information for a primary and an alternate contact to TripSpark that will be added to the notification lists upon execution of this Agreement.
- Providing user identification data and determining the appropriate security profile for each user. Customer will control security at the Software level.
- All printing. No print job will print at the Data Center and all physical printing requirements will be handled by the Customer.
- The purchase and installation of printers at Customer's sites for the Software being utilized.
- Installation, operation, and maintenance of all workstation software (and Customer's LAN, existing data communications configuration, hardware, or software required at the Customer's site. TripSpark network and network responsibility extends from the TripSpark routers at TripSpark's sites to all connected equipment at TripSpark's sites.
- Testing updates and fixes applied by TripSpark to Software used by Customer. With the exception of emergency fixes, Customer will test updates and fixes prior to their introduction to the production environment within a mutually agreed upon time frame.
- Testing upgrades. Upgrades will be moved to production by TripSpark at the end of the Customer testing period unless specific problems are documented in writing to TripSpark.
- Diligent analysis of suspected problems to determine their specific nature and possible causes before calling TripSpark for assistance. Notwithstanding this diligence requirement, Customer is responsible for informing TripSpark of any problems encountered in a timely manner.

5. OWNERSHIP OF SOFTWARE AND DATA

Customer shall not obtain any ownership rights, title or interest in the Software, hardware or systems developed or employed by TripSpark in providing any Services under the Agreement. TripSpark shall not obtain any ownership rights, title or interest to Customer's data contained within the Software database. Upon expiration or termination of the Agreement for any reason, TripSpark agrees to, upon a written request by Customer, either provide Customer with a copy of or destroy the Customer's data, as it exists at the date of expiration or termination. If the Customer desires TripSpark to provide a copy of all of the Customer's data at any period other than expiration or termination of the Agreement, TripSpark will provide a quote detailing the scope and cost for such services for Customer's approval.

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EXHIBIT H:
FEDERAL AND STATE REQUIRED CLAUSES

The City of Murfreesboro's (the "City," "Owner," or "Agency" as appropriate) purchasing procedures are governed by the State of Tennessee, the City of Murfreesboro, and various Federal laws, executive orders, and regulations, by Office of Management and Budge Circular A-102, Executive Order 12612, Federalism and Federal Transit Administration Circular 4220.1F "Third Party Contracting Requirements". These require, among other things, that purchases (including purchases for fixed assets, materials and supplies, construction, and/or services) utilizing federal grant funds be made according to approved plans and specifications, including the Federal and State clauses set forth below:

Federal Transit Administration Clauses

1. Incorporation of Federal Transit Administration (FTA) Terms

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

2. Federal Changes

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3. Civil Rights Laws and Regulations

The following Federal Civil Rights laws and regulations apply to all contracts.

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
    a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
    b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. **Nondiscrimination on the Basis of Sex**. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment

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discrimination against individuals age 40 and over on the basis of age.

4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age**. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Promoting Free Speech and Religious Liberty**. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

4. Disadvantaged Business Enterprise (DBE)

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The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

The contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

5. No Government Obligation to Third Parties

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

6. Program Fraud and False or Fraudulent Statements and Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

7. Prompt Payment

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

8. Access to Records and Reports

a) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts

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and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

9. Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

10. Safe Operation of Motor Vehicles

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

11. Termination

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Cause (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency

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setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Cause (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for cause. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the failure. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within seven (7) days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

12. Debarment and Suspension

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least $25,000

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. Notification to FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient

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is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

14. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency.

15. Clean Air Act and Federal Water Pollution Control Act

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of $150,000:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

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2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA."

16. Buy America Requirements

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

17. Violation and Breach of Contract

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance. Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide be the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

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Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

18. Simplified Acquisition Threshold

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).)

19. Davis Bacon Act and Copeland Anti-Kickback Act

a) In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b) The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

"Compliance with the Copeland Anti-Kickback" Act.

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

20. Contract Work Hours and Safety Standards Act

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a) Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
b) Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
c) Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
d) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
e) The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

21. Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

22. Special DOL EEO Clause

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Applies to construction contracts > $10,000; This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

23. Veterans Hiring Preference

Veterans Employment - Recipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

24. Bond Requirements

Bid Guarantee. Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the Agency. The amount of such guaranty shall be equal to the value or a percentage of the total bid price.

In submitting this bid, it is understood and agreed by bidder that the Agency reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [90] days subsequent to the opening of bids, without the written consent of Agency.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the undersigned bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The Agency is identified as the Beneficiary.

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5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

25. Cargo Preference Requirements

The contractor agrees:

a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities

b) pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

c) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

d) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

26. Fly America

a) Definitions. As used in this clause—
   1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
   2) "United States" means the 50 States, the District of Columbia, and outlying areas.
   3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

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Statement of Unavailability of U.S. – Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

27. Procurement of Recovered Materials

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

28. Conformance with its National Architecture

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

29. Prohibition on certain telecommunications and video surveillance services or equipment

Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Tennessee State Contract Clauses

To the extent they do not conflict with the above FTA Terms, the following clauses also form a part of the Contract Documents and, in the event of a conflict, will control over A101-2017, A201-2017, and any other Supplemental Conditions related thereto, as follows:

30. Conflicts of Interest.

The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Contract.

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31. Lobbying.

The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352

32. Nondiscrimination.

The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

33. Public Accountability.

If the City is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Contract involves the provision of services to citizens by the City on behalf of the State, the City agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The City shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Tennessee Department of Transportation (Grantor State Agency) shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the City, provide City with any necessary signs.

34. Public Notice.

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the City and/or Contractor in relation to this Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee, Department of Transportation." All notices by the City and/or Contractor in relation to this Contract shall be approved by the State.

35. Records.

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The Contractor and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor and any approved subcontractor, insofar as they relate to work performed or money received under this Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Contractor's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
Contract expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
The Contractor shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
The Contractor shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Contractor shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

36. Environmental Tobacco Smoke.

Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn Code Ann. §§39-17-1601 through 1606, the City and Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The City and/or Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

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FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

It is the responsibility of the Vender to ensure that all clauses applicable to the Work of this Agreement are adhered to by the Contractor and its Sub -contractors when applicable.

Sec.	Contract Clause	Applicability to Type of Contract
1	Fly America Requirements	When Transportation Paid By FTA Funds
2	Buy America Requirements	Value > 100K for Construction, Goods, Rolling Stock
3	Charter Bus Requirements	Operational Service
4	School Bus Requirements	Operational Service
5	Cargo Preference Requirements	Equipment/Material/Commodities Transported By Ocean
6	Seismic Safety Requirements	New Construction/Additions
7	Special Department of Labor (DOL) Equal Employment Clause	Value > 10K for Construction
8	Energy Conservation Requirements	All
9	Clean Water Requirements	Value > 100K
10	Bus Testing	Rolling Stock Acquisition
11	Pre-Award and Post Delivery Audit Requirements	Rolling Stock Acquisition
12	Lobbying	All
13	Access to Records and Reports	All
14	Federal Changes	All
15	Bonding Requirements	Construction > 100K
16	Clean Air	Value > 100K
17	Recycled Products	Value > 10K In Fiscal Year
18	Davis-Bacon and Copeland Anti-Kickback Acts	Construction > $2000
19	Contract Work Hours and Safety Standards Act	Construction > $2000, Rolling Stock, Operational > $2,500
20	No Government Obligation to Third Parties	All
21	Program Fraud and False or Fraudulent Statements and Related Acts	All
22	Termination	Value > 10K
23	Government-Wide Debarment and Suspension (Non-procurement)	Value > 25K
24	Privacy Act	All
25	Civil Rights Requirements	All
26	ADA Access Requirements	All
27	Breaches and Dispute Resolution	Value > 100K
28	Patent and Rights in Data	Research Projects Only
29	Transit Employee Protective Agreements	Transit Operations
30	Disadvantaged Business Enterprise (DBE)	All
31	Incorporation of FTA Terms	All
32	Drug and Alcohol Testing	Operational Service/Safety Sensitive
33	Transit Vehicle Manufacturer (TVM) Certifications	Rolling Stock, All Vehicle Procurements
34	Metric Requirements	Sealed Bid Procurements, Rolling Stock, Construction
35	Conformance with National ITS Architecture	Contracts and Solicitations for ITS projects only
36	Corridor Preservation	Right of Way Development
37	Veterans Employment	Capital Projects

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1. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118
41 CFR Part 301-10.131 - 301-10.143

Applicability to Contracts: The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Flow down Requirements: The Fly America requirements flow down from City of Murfreesboro, TN to first tier Contractors, who are responsible for ensuring that lower tier Contractors and sub-Contractors are in compliance.

Fly America - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.131 - 301-10.143, which provide that recipients and sub-recipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)
49 U.S.C. 5323(h)
49 CFR Part 661

Applicability to Contracts: The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $100,000).

Flow down Requirements: The Buy America requirements flow down from City of Murfreesboro, TN to first tier Contractor, who are responsible for ensuring that lower tier Contractors and sub-Contractors are in compliance.

Buy America - The Contractor agrees to comply with 49 U.S.C. 5323(j) as amended by MAP-21, 49 U.S.C. 5323(h), 49 CFR Part 661, and FAST Act (Pub. L. 114-94) which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and was amended by Section 3011 of the FAST Act (Pub. L. 114-94). Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a sixty percent (60%) domestic content for FY16 & FY17; sixty-five percent (65%) domestic content for FY18 & FY19; and seventy percent (70%) domestic content for FY20 & beyond.

General waivers for small purchases do not apply to Contractors equipment purchases when Contractor's contract value exceeds $150,000 in value. Contractor must submit to City of Murfreesboro, TN the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier sub-Contractors.

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3. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)
49 CFR Part 604

Applicability to Contracts: The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow down Requirements: The Charter Bus requirements flow down from City of Murfreesboro, TN to first tier service Contractors.

Charter Service Operations - The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604. 9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

4. SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F)
49 CFR Part 605

Applicability to Contracts: The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow down Requirements: The School Bus requirements flow down from City of Murfreesboro, TN to first tier service Contractors.

School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub- recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

5. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 55305

Applicability to Contracts: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Flow down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of -lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Cargoes Procured, Furnished, or Financed by the United States Government –

(a) Definition.- In this section, the term “privately-owned commercial vessel of the United States” does not include a vessel that, after September 21, 1961, was built or rebuilt outside the United States or documented under the laws of a

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foreign country, until the vessel has been documented under the laws of the United States for at least three (3) years.

(b) Minimum Tonnage.-When the United States Government procures, contracts for, or otherwise obtains for its own account, or furnishes to or for the account of a foreign country, organization, or persons without provision for reimbursement, any equipment, materials, or commodities, or provides financing in any way with Federal funds for the account of any persons unless otherwise exempted, within or without the United States, or advances funds or credits, or guarantees the convertibility of foreign currencies in connection with the furnishing or obtaining of the equipment, materials, or commodities, the appropriate agencies shall take steps necessary and practicable to ensure that at least f ifty percent (50%) of the gross tonnage of the equipment, materials, or commodities (computed separately for dry bulk carriers, dry cargo liners, and tankers) which may be transported on ocean vessels is transported on privately-owned commercial vessels of the United States, to the extent those vessels are available at fair and reasonable rates for commercial vessels of the United States, in a manner that will ensure a fair and reasonable participation of commercial vessels of the United States in those cargoes by geographic areas.

(c) Waivers.-The President, the Secretary of Defense, or Congress (by concurrent resolution or otherwise) may waive this section temporarily by-

(1) Declaring the existence of an emergency justifying a waiver; and

(2) Notifying the appropriate agencies of the waiver.

(d) Programs of Other Agencies.-

(1) Each department or agency that has responsibility for a program under this section shall administer that program with respect to this section under regulations and guidance issued by the Secretary of Transportation. The Secretary, after consulting with the department or agency or organization or person involved, shall have the sole responsibility for determining if a program is subject to the requirements of this section.

(2) The Secretary-

(A) shall conduct an annual review of the administration of programs determined pursuant to paragraph (1) as subject to the requirements of this section;

(B) may direct agencies to require the transportation on United States-flagged vessels of cargo shipments not otherwise subject to this section in equivalent amounts to cargo determined to have been shipped on foreign carriers in violation of this section;

(C) may impose on any person that violates this section, or a regulation prescribed under this sect ion, a civil penalty of not more than $25,000 for each violation willfully and knowingly committed, with each day of a continuing violation following the date of shipment to be a separate violation; and

(D) may take other measures as appropriate under the Federal Acquisition Regulations issued pursuant to section 25(c)(1) 1 of the Office of Federal Procurement Policy Act (41 U.S.C. 421(c)(1) 2 or contract with respect to each violation.

(e) Security of Government-Impelled Cargo.-

(1) In order to ensure the safety of vessels and crewmembers transporting equipment, materials, or commodities under this section, the Secretary of Transportation shall direct each department or agency (except the Department of Defense), when responsible for the carriage of such equipment, materials, or commodities, to provide armed personnel aboard vessels of the United States carrying such equipment, materials, or commodities if the vessels are transiting high-risk waters.

(2) The Secretary of Transportation shall direct each department or agency responsible to provide armed personnel under paragraph (1) to reimburse, subject to the availability of appropriations, the owners or operators of applicable vessels for the cost of providing armed personnel.

(3) In this subsection, the term “high-risk waters” means waters so designated by the Commandant of the Coast Guard in the Port Security Advisory in effect on the date on which an applicable voyage begins.

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(Pub. L. 109–304, §8(c), Oct. 6, 2006, 120 Stat. 1642; Pub. L. 110–417, div. C, title XXXV, §3511(a), (b), Oct. 14, 2008, 122 Stat. 4769; Pub. L. 112–213, title V, §503, Dec. 20, 2012, 126 Stat. 1575.)

6. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq.
49 CFR Part 41

Applicability to Contracts: The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow down Requirements: The Seismic Safety requirements flow down from City of Murfreesboro, TN to first tier Contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all sub-Contractors.

Seismic Safety - The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a sub-Contractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. The Contractor will facilitate and follow Executive Order No. 12699, "Seismic Safety of Federal and Federally -Assisted or Regulated New Building Construction," 42 U.S.C. 7704 note, except as the Federal Government determines otherwise in writing.

7. SPECIAL DOL EQUAL EMPLOYMENT CLAUSE

41 CFR Part 60

See Section 25 – Contract Clause Civil Rights Requirements

8. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 622

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Flow down Requirements: The Energy Conservation requirements extend to all third party Contractors and their contracts at every tier and, sub-recipients and their sub-agreements at every tier.

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

9. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251 - 1377

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds $100,000.

Flow down Requirements: The Clean Water Act requirements flow down to N City of Murfreesboro, TN CTD third party Contractors and their contracts at every tier, and sub-recipients and their sub-agreements at City of Murfreesboro, TN every tier.

Clean Water - (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. 1251 – 1377 et seq.

(b) The Contractor agrees to report each violation to City of Murfreesboro, TN and understands and agrees that City of Murfreesboro, TN will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368

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(c) The Contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6.

(d) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

10. BUS TESTING

49 U.S.C. 5318(e)
49 U.S.C. 5323(c)
49 CFR Part 665

Applicability to Contracts: The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

Flow down Requirements: The Bus Testing requirements should not f low down, except to the turnkey Contractor as stated in the most current FTA Master Agreement.

Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

b) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass trans it service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

11. PRE-AWARD AND POST-DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323
49 C.F.R. 661.12
49 CFR Part 663

Applicability to Contracts: These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Flow down Requirements: These requirements should not f low down, except to the turnkey Contractor as stated in Master Agreement

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

A Buy America certification under this part shall be issued in addition to any certification which may be required by part 661 of this title. Nothing in this part precludes FTA from conducting a Buy America investigation under part 661 of this title "**Pre-Award and Post-Delivery Audit Requirements**" - The Contractor agrees to comply with "Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

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Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Firm certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; 2) The location of the final assembly point for the rolling stock, including a description of the activities that will take p lace at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit a) manufacturer's FMVSS self -certification sticker information that the vehicle complies with relevant FMVSS or b) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

12. LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down Requirements The Lobbying requirements mandate the maximum f low down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, off icer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non- Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to City of Murfreesboro, TN.

13. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36(i)
49 CFR 633.17

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts", Item 6 of this Section.

Flow down Requirements FTA does not require the inclusion of these requirements in subcontracts.

Access to Records - The following access to records requirements apply to this Contract:

(1) The Contractor agrees to provide City of Murfreesboro, TN, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's

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Contract Characteristics		Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
Non State Grantees a. Contracts below SAT ($100,000) b. Contracts above $100,000/ Capital Projects		Yes[1] Yes[1]	Those imposed on non- state Grantee pass thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where City of Murfreesboro, TN or a sub-grantee of City of Murfreesboro, TN in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to City of Murfreesboro, TN, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until City of Murfreesboro, TN, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

(5) FTA does not require the inclusion of these requirements in subcontracts.

(6) Requirements for Access to Records and Reports by Types of Contract

Sources of Authority: [1] 18 CFR 18.36 (i)

14. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

Flow down Requirements: The Federal Changes requirement f lows down appropriately to each applicable changed requirement.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City of Murfreesboro, TN and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

15. BONDING REQUIREMENTS

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This section applies only to construction or facility improvement contracts exceeding $100,000.

16. CLEAN AIR

42 U.S.C. 7401 – 7601(q)
40 CFR 15.61
49 CFR Part 18

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year.

Flow down Requirements: The Clean Air requirements flow down to all subcontracts which exceed $100,000.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7601(q) et seq . The Contractor agrees to report each violation to City of Murfreesboro, TN and understands and agrees that City of Murfreesboro, TN, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

17. RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Contractor procures $10,000 or more of one (1) of these items during the fiscal year, or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds.

Flow down Requirements: These requirements flow down to all Contractor and sub-Contractor tiers.

Recovered Materials - The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The Contractor agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

18. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

49 U.S.C. 5333
40 U.S.C. 3141 – 3144
40 U.S.C. 3146 – 3147
18 U.S.C. 874
40 U.S.C. 3145

Applicability to Contracts: The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)
(5). The Acts apply to any construction contract over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 FR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

Flow down Requirements: Applies to third party Contractors and sub-Contractors

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without

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subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona f ide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than Monthly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one (1) classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its sub-Contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona f ide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

( ) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit

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as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(i v) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona f ide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - City of Murfreesboro, TN shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any sub-Contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, City of Murfreesboro, TN may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates

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of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to City of Murfreesboro, TN for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all sub -Contractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or sub-Contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or sub-Contractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or sub-Contractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or sub-Contractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona f ide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to

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journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Sub-Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable p redetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The Contractor or sub-Contractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub -Contractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any sub- Contractor or lower tier sub-Contractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a sub-Contractor as provided in 29 CFR 5.12.

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(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its sub- Contractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or Contractor who has an interest in the Contractor's Contractor is a person or Contractor ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- No part of this contract shall be subcontracted to any person or Contractor ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or sub-Contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any sub-Contractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and sub-Contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or sub-Contractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or sub-Contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The Contractor or sub-Contractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the sub-Contractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any

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sub-Contractor or lower tier sub-Contractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the Contractor or sub-Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or sub-Contractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the Contractor or sub-Contractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

OMB Control Number (a)(1)(ii)(B) 1215-0140
(a)(1)(ii)(C) 1215-0140
(a)(1)(iv) 1215-0140
(a)(3)(i) 1215-0140,
1215-0017
(a)(3)(ii)(A) 1215-0149
(c) 1215-0140,
1215-0017

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]

Effective Date Note: At 58 FR 58955, Nov. 5, 1993, §5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

29 CFR Part 5
40 U.S.C. 3701 et seq.
40 U.S.C. 3702

Applicability to Contracts: The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from … the [Federal] Government." 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than $100,000. These non- construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12)

Flow down Requirements: Applies to third party Contractors and sub-Contractors.

(1) **Overtime requirements** - No Contractor or sub-Contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty
(40) hours in such workweek.

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(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any sub-Contractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and sub-Contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - City of Murfreesboro, TN shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or sub- Contractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or sub-Contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Contractor or sub-Contractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-Contractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any sub-Contractor or lower tier sub-Contractor with the clauses set forth in paragraphs (1) through (4) of this section.

20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts.

Flow down Requirements: This concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

No Obligation by the Federal Government.

(1) City of Murfreesboro, TN and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to City of Murfreesboro, TN, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-Contractor who will be subject to its provisions.

21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31
18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts: These requirements are applicable to all contracts.

Flow down Requirements: These requirements flow down to Contractors and sub-Contractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies the truthfulness and accuracy of any statement it has made, it makes, it may make, or

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causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-Contractor who will be subject to the provisions.

22. TERMINATION

49 CFR Part 18
FTA Circular 4220.1F

See Section 16 of the Purchase Order Terms & Conditions

23. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

49 CFR 18
2 CFR 1200
2 CFR 180
Executive Orders 12549 and 12689
31 U.S.C. 6101

Background and Applicability: In addition to the contracts covered under 2 CFR 180. 220(b) of the OMB guidance, this part applies to any contract, regardless of tier, that is awarded by a Contractor, sub- Contractor, supplier, Contractor, or its agent or representative in any transaction, if the contract is to be funded or provided by the Department of Transportation under a covered non-procurement transaction and the amount of the contract is expected to equal or exceed $25,000. This extends the coverage of the Department of Transportation non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non-procurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c) (see optional lower-tier coverage in the figure in the appendix to 2 CFR part 180). This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355,
108 Stat. 3327).

These provisions apply to all City of Murfreesboro, TN contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for federally required auditing services. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, Contractors, and sub-Contractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System (EPLS), (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract.

Grantees, Contractors, and sub-Contractors who enter into covered transactions also must require the entities they contract with to comply 2 CFR 180 and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Flow down Requirements: These requirements flow down to Contractors and sub-Contractors at all levels.

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Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 18. As such, the Contractor is required to verify that none of the Contractor, its principals, are excluded or disqualified as defined under Executive Orders Nos. 12549 and 12689.

The Contractor is required to comply with 2 CFR 1200, and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Firm certifies as follows:

The certification in this clause is a material representation of fact relied upon by City of Murfreesboro, TN. If it is later determined that the Firm knowingly rendered an erroneous certification, in addition to remedies available to City of Murfreesboro, TN, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Firm agrees to comply with the requirements 2 CFR 180 while this offer is valid and throughout the period of any contract that may arise from this offer. The Firm further agrees to include a provision requiring such compliance in its lower tier covered transactions.

24. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts: When City of Murfreesboro, TN maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow down Requirements: The Federal Privacy Act requirements f low down to each third party Contractor and their contracts at every tier.

Contracts Involving Federal Privacy Act Requirements: The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

25. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

1. The Contractor will be required to comply with these applicable civil rights, nondiscrimination, and equal employment opportunity laws and regulations:
   i. 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 26, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, et seq., 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6101 – 6107, 42 U.S.C. § 12101, et seq., 42 U.S.C § 12132, 49 U.S.C § 5307 (c)(1)(D)(ii), 49 U.S.C § 5332, California Civil Code § 51, California Government Code § 11135
   ii. 29 CFR Part 1630, 41 CFR Part 60, 29 U.S.C. § 623, 42 U.S.C. § 2000e, 42 U.S.C. § 12112, California Government Code § 12900 - 12996
   iii. 49 U.S.C. § 5325 (k).
   iv. Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended.

2. The Civil Rights requirements f low down to all third party sub-contractors and their subcontracts at every tier.

3. The following requirements apply to a contract awarded as a result of this solicitation:

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– Nondiscrimination - In accordance with U.S. Department of Transportation (DOT), Federal, and State of California regulations 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, the Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 - 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 - 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients.", DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005), the Unruh Civil Rights Act, California Civil Code § 51, and California Government Code § 11135, the Contractor agrees that it will comply with the identified Federal and State of California laws and regulations, pertaining to City of Murfreesboro, TN programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other applicable Federal and State of California statutes and/or regulations that may be signed into law or promulgated.

i. Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:
   a) Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 49 U.S.C. § 5332, FTA Circular 4704.1, "Equal Employment Program Guidelines for Grant Recipients", and , the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, California Government Code Sections 12900 - 12996 and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.
   b) Sex – The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. § 1681, and 49 CFR part 25. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.
   c) Age - The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.

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d) Disabilities - The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, "Americans with Disabilities Act: Guidance". In addition, the Contractor agrees to comply with any implementing requirements that DOT or FTA may issue.

4. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

26. ADA ACCESS REQUIREMENTS

49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101

Applicability to Contracts: The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

27. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18
FTA Circular 4220.1F

Applicability to Contracts: All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down Requirements: The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City of Murfreesboro, TN. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City of Murfreesboro, TN. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of City of Murfreesboro, TN shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by City of Murfreesboro, TN, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Murfreesboro, TN and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Murfreesboro, TN is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City of Murfreesboro, TN or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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28. PATENT AND RIGHTS IN DATA

37 CFR Part 401
49 CFR Parts 18 and 19

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Flow down Requirements: The Patent and Rights in Data requirements apply to all Contractors and their contracts at every tier.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. **Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, City of Murfreesboro, TN or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may City of Murfreesboro, TN or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by City of Murfreesboro, TN or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, City of Murfreesboro, TN and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for City of Murfreesboro, TN or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

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(d) Unless prohibited by state law, upon request by the Federal Government, City of Murfreesboro, TN and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by City of Murfreesboro, TN or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither CITY OF MURFREESBORO, TN nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by CITY OF MURFREESBORO, TN or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that CITY OF MURFREESBORO, TN or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), CITY OF MURFREESBORO, TN and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. **Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, CITY OF MURFREESBORO, TN and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), CITY OF MURFREESBORO, TN and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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29. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Flow down Requirements: These provisions are applicable to all contracts and subcontracts at every tier.

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to CITY OF MURFREESBORO, TN 's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub -recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U. S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

30. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Section 1101(b) of MAP-21 (23 U.S.C. § 101 note)

1. CITY OF MURFREESBORO, TN encourages DBE participation in this solicitation. In order to qualify as a DBE, a Contractor, or a Contractor's sub-contractor, must be certified as a DBE under 49 CFR Part 26. As a recipient of Federal funds, CITY OF MURFREESBORO, TN must comply, and insure that it's Contractor(s) comply with 49 CFR Part 26 and Section 1101(b) of the Fixing America's Surface Transportation Act (FAST Act).

2. DBE Requirements/DBE Obligation:

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i. The Contract to be awarded may be funded in part by the U.S. Department of Transportation (DOT) FTA. As a condition of financial assistance agreements between CITY OF MURFREESBORO, TN and the U.S. DOT, CITY OF MURFREESBORO, TN has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.
ii. The Contract to be awarded may be funded in part by the U.S. DOT FTA. As a condition of financial assistance agreements between CITY OF MURFREESBORO, TN and the U.S. DOT, CITY OF MURFREESBORO, TN has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.
iii. Pursuant to Race-Neutral DBE policy directive issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in Western States Paving v. Washington State Department of Transportation and the FTA's Guidance (Docket No. FTA-2006-24063; dated March 23, 2006), CITY OF MURFREESBORO, TN will strictly utilize race-neutral measures to meet its overall DBE goals and objectives. Contractors are encouraged to afford small businesses, including DBEs, an equitable opportunity to compete for and perform on a contract resulting from this solicitation.
iv. The Contractor, and any of its sub-contractors, are to ensure that DBE as defined in 49 CFR Part 26 have equal opportunities to participate in the performance of CITY OF MURFREESBORO, TN contracts. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the equal opportunities to compete for and are awarded contracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT- assisted contract. Each subcontract the Contractor signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
v. 1101(b) of the FAST Act extends the Federal statutory requirement that FTA make available at least 10 percent (10%) of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. CITY OF MURFREESBORO, TN and sub- recipients (Contractor and its sub-contractors) of FTA-funding assists FTA in meeting this national goal. To receive FTA assistance, CITY OF MURFREESBORO, TN and sub-recipients (Contractor and its sub-contractors) of FTA-funding must comply with applicable requirements of DOT regulations 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

3. DBE Financial Institutions

i. The Contractor is to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage sub-contractors to make use of these institutions also.
ii. A list of Minority Owned Banks is on the Federal Reserve website at http://federalreserve.gov/releases/mob/current/default.htm. The Federal Reserve website is updated periodically.
iii. The Contractor is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

4. DBE Reporting and Certification

i. Monthly reporting requires the submittal of a "Monthly Sub-contractor Payment Report", which is used by CITY OF MURFREESBORO, TN to verify payments to DBE and non-DBE sub- contractors. When completing this form, the Contractor must designate DBE sub-contractors by placing an asterisk in front of their name. As Federal law requires that CITY OF MURFREESBORO, TN have proof of payment to a DBE sub-contractor, the sub-contractor must initial the form and verify payment received. Failure to submit a properly executed form will result in delayed payment. Failure to submit these reports in a timely manner may result in a penalty of $10 per day, per report.
ii. In order for the Contractor to submit a properly executed "Monthly Sub-contractor Payment Report," the Contractor must verify that Sub-contractors DBE certification is current at time of payment.

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iii. Certified Contractors can be found at the State of California web site: http://www.dot.ca.gov/hq/bep/find_certified.htm

5. DBE Contract Assurance (49 CFR 26.13)

i. CITY OF MURFREESBORO, TN does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. CITY OF MURFREESBORO, TN takes all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. CITY OF MURFREESBORO, TN's DBE Program as required by 49 CFR Part 26 and as approved by U.S. DOT will be is incorporated by reference into the contract resulting from this solicitation.

ii. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is no limited to:
   a. Withholding monthly progress payments;
   b. Assessing sanctions;
   c. Liquidated damages; and/or
   d. Disqualifying the Contractor from future bidding as non-responsible.

6. DBE Prompt Payment (49 CFR 26.29)

i. Not later than ten (10) days after receipt of each progress payment from CITY OF MURFREESBORO, TN , the successful Offeror shall pay to any sub-Contractor performing any work, the respective amounts allowed to the successful Offeror for work performed by the sub - Contractor, to the extent of each sub- Contractor's interest therein, unless otherwise agreed to in writing. In addition, for projects that invoice only at the completion of the project, within seven (7) days of the successful Offerors receipt of released retention from CITY OF MURFREESBORO, TN upon completion of the project as defined in California Public Contract Code section 7107 the successful Offeror shall pay each of its sub-Contractors from whom retention has been withheld, each sub-Contractors share of the retention received, in accordance with the provisions of California Public Contract Code section 7107. For projects that issue progress payment invoices, upon incremental acceptance of any portion of the work by CITY OF MURFREESBORO, TN , the successful Offeror shall pay each of its sub-Contractors from whom retention has been withheld, each sub- Contractors share of the retention received, in accordance with the provisions of California Public Contract Code section 7107. This clause applies to both DBE and non-DBE sub- Contractors.

ii. Failure to comply with these provisions or delay in payment without prior written approval from CITY OF MURFREESBORO, TN will constitute noncompliance, which will result in appropriate administrative sanctions, including, but not limited to a penalty of 2% of the amount due per month for every month that payment is not made.

31. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1F

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Applicability to Contracts: The incorporation of FTA terms applies to all contracts and subcontracts at every tier.

Flow Down Requirements The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CITY OF MURFREESBORO, TN requests which would cause CITY OF MURFREESBORO, TN to be in violation of the FTA terms and conditions.

32. DRUG AND ALCOHOL TESTING

49 U.S.C. §5331
49 CFR Part 655
49 CFR Part 382

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Flow down Requirements: Anyone who performs a safety-sensitive function for the recipient or sub- recipient is required to comply with 49 CFR 655 as amended by MAP-21, with certain exceptions for contracts involving maintenance services. Maintenance CONTRACTORs for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance sub-Contractors.

Drug and Alcohol Testing: The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or CITY OF MURFREESBORO, TN , to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 before June 30 and to submit the Management Information System (MIS) reports before January 15 to CITY OF MURFREESBORO, TN . To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

33. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATIONS

49 CFR Part 26

49 CFR §26.49 Contractor must submit to CITY OF MURFREESBORO, TN a certification from each transit vehicle manufacture that desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the requirements of 49 CFR §26.49. CITY OF MURFREESBORO, TN may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goal- setting procedures.

34. METRIC REQUIREMENTS

15 U.S.C. §§205
2007-Pub. L. 110–69

As required by U.S. DOT or FTA, CITY OF MURFREESBORO, TN agrees to use the metric system of measurement in its Project activities, pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, the CITY OF MURFREESBORO, TN agrees to accept products and services with dimensions expressed in the metric system of measurement.

35. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS

23 U.S.C. Section 517(d) 23 U.S.C. §502

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Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

36. CORRIDOR PRESERVATION

49 U.S.C. 5323(q)

The Recipient agrees not to develop right-of way acquired under 49 U.S.C. § 5323(q), as amended by MAP-21, in anticipation of its Project until all required environmental reviews for that Project have been completed.

37. VETERANS EMPLOYMENT

49 U.S.C. 5325 (k)

Veterans Employment. As provided by 49 U.S.C. § 5325(k):

a. To the extent practicable, Contractor agrees that it:
    1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
    2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

b. Contractor also assures that its sub-contractor will:

    1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
    2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: Asphalt Purchases Report

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☐
Direction	☐
Information	☒

Summary

Report of asphalt purchases.

Staff Recommendation

The asphalt reporting of purchases, consistent with purchases associated as perishable, fuel-based commodity is provided as information only.

Background Information

Purchases of asphalt are made throughout the month and reported with MWRD's O&M's construction projects. The attached report is provided pursuant to City Code, § 2-10(E)(7) in compliance with this reporting requirement.

Pursuant to the City Code, a purchase of perishable commodities made on the open market does not require public advertisement and competitive bids if a record is made by the person authorizing the purchase which specifies the amount paid, the items purchased and from whom the purchase was made in accordance with T.C.A. § 6-56-304(7).

Council Priorities Served

Responsible budgeting

Perishable fuel-based commodity procurement fluctuates constantly; however, soliciting multiple vendors consistently provides the best pricing for the Department.

Fiscal Impacts

The overall costs, $150,000 to $175,000 per year, are funded by the FY25 operating budget.

Attachments

Asphalt Purchases Report

OPERATIONS & MAINTENANCE
ASPHALT QUOTES | FY 2026

	Wire Grass Const Co.		Hawkins		Vulcan		Notes
	Binder	*Topping*	*Binder*	*Topping*	*Binder*	*Topping*	
Jul	$72.35	$86.18	$78.00	$84.50	$75.58	$86.27	
Aug	$72.35	$86.18	$78.00	$84.00	$75.58	$86.27	
Sep	$72.35	$86.18	$75.58	$84.00	$75.58	$86.27	
Oct							
Nov							
Dec							
Jan							
Feb							
Mar							
Apr							
May							
Jun							

OPERATIONS & MAINTENANCE
ASPHALT PURCHASES 2025

Invoice Date	Approval	Vendor	Type	Rate	Qty	Total	FY Total
7/8	Dhughes	Vulcan	307BM	$78.00	8.03	$626.34	$626.34
7/11	Dhughes	Vulcan	307BM	$78.00	20.33	$1,558.74	$2,212.08
7/11	Dhughes	Vulcan	307BM	$78.00	20.03	$1,562.34	$3,774.42
7/11	Dhughes	Vulcan	307BM	$78.00	5.10	$397.80	$4,172.22
7/18	Dhughes	Vulcan	307BM	$78.00	20.09	$1,567.02	$5,739.24
8/5	Dhughes	Vulcan	307BM	$78.00	20.06	$1,564.68	$7,303.92
8/5	Dhughes	Vulcan	307BM	$78.00	19.92	$1,553.76	$8,857.68
8/5	Dhughes	Vulcan	307BM	$78.00	20.14	$1,570.92	$10,428.60
8/5	Dhughes	Vulcan	307BM	$78.00	20.58	$1,605.24	$12,033.84
8/5	Dhughes	Vulcan	307BM	$78.00	20.33	$1,585.74	$13,619.58
8/25	Dhughes	Vulcan	307BM	$78.00	20.38	$1,589.64	$15,209.22
8/25	Dhughes	Vulcan	307BM	$78.00	21.58	$1,683.24	$16,892.46
8/25	Dhughes	Vulcan	307BM	$78.00	20.58	$1,605.24	$18,497.70
8/25	Dhughes	Vulcan	307BM	$78.00	20.03	$1,562.34	$20,060.04
8/25	Dhughes	Vulcan	307BM	$78.00	20.13	$1,570.14	$21,630.18
8/26	Dhughes	Vulcan	307BM	$78.00	20.30	$1,583.40	$23,213.58
8/26	Dhughes	Vulcan	307BM	$78.00	20.02	$1,561.56	$24,775.14
8/26	Dhughes	Vulcan	307BM	$78.00	20.48	$1,597.44	$26,372.58
8/26	Dhughes	Vulcan	307BM	$78.00	20.07	$1,565.46	$27,938.04
8/26	Dhughes	Vulcan	307BM	$78.00	20.61	$1,607.58	$29,545.62
8/27	Dhughes	Vulcan	307BM	$78.00	20.93	$1,632.54	$31,178.16
8/27	Dhughes	Vulcan	307BM	$78.00	20.59	$1,606.02	$32,784.18
8/27	Dhughes	Vulcan	307BM	$78.00	13.25	$1,033.50	$33,817.68
8/27	Dhughes	Vulcan	307BM	$78.00	3.36	$262.08	$34,079.76
9/30	Dhughes	Vulcan	307BM	$78.00	12.19	$950.82	$35,030.58
9/30	Dhughes	Vulcan	307BM	$78.00	6.60	$514.80	$35,545.38
9/30	Dhughes	Vulcan	307BM	$78.00	20.41	$1,591.68	$37,137.36
9/30	Dhughes	Vulcan	307BM	$78.00	19.88	$1,550.64	$38,688.00

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: Cleaning Services Contract

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider a proposal for professional services from American Facility Services (AFS) to provide cleaning services.

Staff Recommendation

Approve American Facility Services cleaning contract. The Water Resources Board recommended approval of this matter at the October 28th meeting.

Background Information

The Purchasing Department prepared contract documents for cleaning services at Water Resources Administrative offices as well as the Operations & Maintenance facility. On October 2nd, bids were received and out of eight bidders, AFS was the lowest responsive bidder. AFS already services some city facilities. References from other AFS customers were good. The annual cost will be split between the Administration building at 316 Robert Rose and Operations & Maintenance at 1725 South Church.

Council Priorities Served

Responsible budgeting

Proper maintenance of facilities extends the life of furniture, fixtures, and equipment.

Fiscal Impact

The contract for one year totals $73,450 and will be funded from the Water Resources janitorial services budget.

Attachments

American Facility Services contract

Docusign Envelope ID: F9685D29-CA69-4776-ACCB-7227C5F69B8C

Contract for Janitorial Services for Water Resources Departments

This Contract is entered into and effective as of the _____("Effective Date"), by and between the **City of Murfreesboro,** a municipal corporation of the State of Tennessee (the "City"), and **American Facility Services, Inc**., a corporation of the State of Georgia ("Contractor").

This Contract consists of the following documents:

- This document;
- ITB-04-2026 Janitorial Services for Water Resources Department Buildings, issued September 16, 2025 (the "Solicitation"); and
- Contractor's Bid Proposal, dated October 2, 2025 ("Contractor's Proposal") herein provided as Exhibit A.

Any properly executed amendments to this Contract. In the event of conflicting provisions, all documents will be construed according to the following priorities:

- First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority);
- Second, this Contract;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal (Exhibit A).

1. Duties and Responsibilities of Contractor.

Contractor shall provide and City shall purchase the services based on Contractor's Proposal and Price Proposal and the specifications set forth in "ITB-04-2026 Janitorial Services for Water Department Buildings," Bid Specifications, and Contractor's Bid Response.

2. Term.

The term of this Contract commences on the Effective Date and expires in one year, with the option of two additional one-year renewal terms by mutual written agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

a. Upon 30-day prior notice, for the convenience of the City.
b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination
c. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this subsection is subject to the condition that the terminating party

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notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the City has the right to immediately terminate the Contract. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Contract immediately upon written notice to Contractor.

3. Payment.

Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Once Contractor has submitted a monthly invoice, the City will issue payment within thirty (30) days from submittal. The final payment shall be made only after Contractor has completely performed its duties under this Contract and the work has been accepted by the City and all work has been approved by Russell Gossett, Director of Solid Waste and Kyle Lingo, Assistant Director of Fleet Services or City designee. Invoices shall be separated for each building and must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to accountspayable@murfreesborotn.gov.

4. Price.

The price for the services rendered pursuant to this Contract shall be invoiced at the prices and charges fixed by the Contractor as per the Contractor's Proposal (Exhibit A), dated October 02, 2025, for a **TOTAL PURCHASE PRICE OF $73,450.00**. Any compensation due Contractor under the Contract shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents.

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Locations	Description	Unit Price	Annual Price
Operations/Maintenance 1725 S. Church Street	Monthly Cleaning Strip and Wax Floor (2x per yr)	$1,925.00 ea mo $3,000.00	$23,100.00 $ 6,000.00
Administration Building 316 Robert Rose Drive	Monthly Cleaning Carpet Cleaning, Ceramic Scrub bathroom tile floors (2x per yr)	$3,000.00 $4,175.00	$36,000.00 $ 8,350.00
Total Contract Price Not to Exceed			$73,450.00

5. **Taxes.**

   The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

6. **Insurance.** During the term of this Contract, Contractor must maintain comprehensive general liability insurance with limits of not less than $1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

7. **Indemnification.**
   a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor,

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its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Contract, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

c. Copyright, Trademark, Service Mark, or Patent Infringement.

I. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance, and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

II. If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

a. Procure for the City the right to continue using the products or services.
b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved

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by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

8. **Termination – Breach.**
In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.

9. **Termination—Funding.**
Should funding for this procurement be discontinued, City shall have the right to terminate the Contract immediately upon written notice to Contractor.

10. **Termination—Notice.**
City may terminate this Contract at any time upon thirty (30) days written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

11. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:	If to Contractor:
City Manager	American Facility Services, Inc.
City of Murfreesboro	Attn: Harold Angel, Vice President
111 West Vine Street	1325 Union Hill Industrial Court, Ste. A
Murfreesboro, TN 37130	Alpharetta, GA 30004
	Hangel@amfacility.com

12. **Compliance with Laws.**
Contract agrees to comply with any applicable federal, state, and local laws and regulations.

13. **Maintenance of Records.**

Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable

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time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

14. Modification of contract.

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be executed by signature of the City Manager in lieu of the City's signatory hereto.

15. Relationship of the Parties.

Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

16. Waiver.

No waiver of any provision of this Contract affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

17. Employment.

Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

18. Non-Discrimination.

It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

Contractor will also be required to acknowledge that the City is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor shall specifically acknowledge and agree as follows:

1) The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender

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identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

2) The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
3) The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities."

19. Gratuities and Kickbacks.

It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

20. Assignment.

The provisions of this Contract inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

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21. **Integration.**
This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.

22. **Force Majeure.**
No party has any liability to the other 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, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

23. **Governing Law and Venue.**

The validity, construction, and effect of this Contract and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this Contract may only be filed in the courts of Rutherford County, Tennessee.

24. **Severability.**

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Contract.

25. **Attorney Fees.**

In the event any party takes legal action to enforce any provision of the Contract, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

26. **Iran Divestment Act of Tennessee.**
By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.

27. **Non-Boycott of Israel.**
By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of $250,000 or more and to contractors with ten (10) or more employees.

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28. **Effective Date.** This Contract is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this Contract as of the Effective Date.

CITY OF MURFREESBORO

By:_____

Shane McFarland, Mayor

Signed by:
Adam F. Tucker
43A2035E51F9401...

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

AMERICAN FACILITY SERVICES, INC.

DocuSigned by:
Harold Angel
29F71E990412469...

By:_____

Harold Angel, Vice President

Docusign Envelope ID: F9685D29-CA69-4776-ACCB-7227C5F69B8C

MURFREESBORO PURCHASING DEPARTMENT
BID FORM

Date: 10-02-2025	**ITB-04-2026: Janitorial Services for Water Resources Department Operations and Maintenance Building and Administration Building**

Name of Company:

INSTRUCTIONS:
All prices must include **all costs**. Costs included in the bid prices shall include services rendered, accessories, and any cost necessary to provide this service in accordance with "ITB-04-2026, Section 2. Specifications." Pricing for each component shall be effective for one (1) year from date of bid award. The City is not subject to sales tax.

ITEM NO.	QUANTITY (ESTIMATED)	DESCRIPTION	UNIT PRICE	ANNUAL PRICE
1	AS SPECIFIED IN SPECS	Operations and Maint. Building 1725 S. Church Street Cleaning services	$ 1925.00 / mo.	$ 23,100.00 /yr.
2.	2 TIMES / YR.	Operations and Maint. Building 1725 S. Church Street Strip and Wax Floors (1 every 6 months = 2 times per year)	$ 3000.00 / ea.	$ $6,000.00 /yr
3.	AS SPECIFIED IN SPECS	Administrative Offices Building – 316 Robert Rose Drive Cleaning Services	$ 3000.00 / mo.	$ 36,000.00 /yr
4.	2 TIMES / YR.	Administrative Offices Building – 316 Robert Rose Drive Carpet Cleaning and Ceramic Scrub bathroom floors (1 every 6 months = 2 time per year)	$ 4175.00 / ea.	$ 8350.00 /yr
		TOTAL PRICE:		**$ 73,450.00 /YR**

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: WTP Isolation Valve Replacement Project – Change Order No. 1

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider Change Order No. 1 for the WTP Isolation Valve Replacement Project at Stones River Water Treatment Plant.

Staff Recommendation

Approve Change Order No. 1. The Water Resources Board recommended approval of this matter at the October 28th meeting.

Background Information

Change Control Form No. 1 accompanies Change Order No. 1 and includes all labor and material needed to add a 36" line stop downstream of the 36" isolation valve that is being replaced. The installation of this line stop will ensure no disruption of water service to the Stones River Water Treatment Plant while the 36" isolation valve is replaced. Change Item No. 1 total cost is $60,359. There is a $25,000 contingency allowance in the contract. This change will expend all of this contingency allowance and the remaining $35,359 will require an increase in the contract amount. There will not be any change in the contract time for this additional work.

Council Priorities Served

Responsible Budgeting

Maintaining plant infrastructure assures continued reliability of high-quality drinking water for the community.

Fiscal Impact

Change Order No. 1 adds $35,359 for a total contract price of $668,359. This project is funded from the Department's Working Capital Reserves.

Attachments

WTP Isolation Valve Replacement Project – Change Order No. 1

Docusign Envelope ID: 14A037EF-6559-40EE-8391-AC83C16EDBA3

October 14, 2025

Mr. Alan Cranford, PO
Plant Manager
5528 Sam Jared Road
Murfreesboro, TN 37129

Transmitted Via Email

Re: Murfreesboro Water Resources Department
Stones River Water Treatment Plant – Distribution Isolation Valves Replacement
CCF No. 1 + Change Order No. 1
SSR No. 23-41-040.0

Dear Mr. Cranford:

Attached is proposed Change Control Form No. 1 which includes Change Order No. 1 as well as a Summary Log of all proposed changes to date. The following summarizes the change and provides recommendation for it's approval:

Change Item No. 1 includes all labor and material needed to add an additional 36" line stop downstream of the 36" isolation valve that is being replaced. The installation of this additional line stop will assure minimal disruption of water service to the SRWTP while the 36" isolation valve is replaced.

Change Item No. 1 total cost is $60,359.11 of which $25,000.00 will be paid out of the contingency allowance, resulting in a remaining contingency allowance balance of $0.00. The remaining $35,359.11 will require an increase in the total contract amount resulting in a new total contract price of $668,359.11. There will not be a change in the contract time because of this change.

SSR has reviewed the proposed change and recommend it be approved. Please review the enclosures and if acceptable to you, execute and forward one (1) signed copy to me. If you have any questions, please feel free to contact me.

Sincerely,

Luke Williams

SMITH SECKMAN REID, INC.
Luke G. Williams, PE

Enclosures

cc: Joe Russell, Valerie Smith – MWRD
Ivey Limbaugh, Jason Henderson - SSR

Docusign Envelope ID: 14A037EF-6559-40EE-8391-AC83C16EDBA3

SSR

Change Control Form No. 1

Date Issued:	October 14, 2025	Project:	SRWTP Distribution Isolation Valves Replacement
Project No.:	23-41-040.0	Contractor:	Cumberland Valley Contractors, Inc.

This Document is a: ☐ Change Request ☒ Work Change Directive ☐ Field Order

Description and Purpose of Change *(attach necessary supporting documentation)*:

Directive to proceed with the installation of a 36" Line Stop immediately downstream of the existing 36" isolation valve that is to be replaced as part of this project and it's associated new vault, prior to the replacement of the 24" and 36" isolation valves. The total price for this work is $60,359.11 of that $25,000 will be applied to the contingency allowance. The remaining $35,359.11 will require an increase in the contract price as indicated in Change Order No. 1. No additional time is required for this work.

Initiated By:	☒ Contractor ☒ Engineer ☒ Owner ☐ Resident Project Representative		
Drawing(s) Reference:	D1.1.	Spec. Reference:	N/A
RFI Reference:	N/A	Date of RFI:	N/A
Attachments:	Change Order No. 1 from CVC		

CHANGE REQUEST

Contractor agrees to perform Work or make Claim described above for following change(s) in Contract Price and/or Contract Time:

☐ No Change in Contract Price is Required.

☐ No Change in Contract Time is Required.

☒ A Change in Contingency Allowance is Required: deduction of $25,000.00

☒ A Change in Contract Price is Required: increase of $35,359.11

☐ A Change in Contract Time is Required: 0 days

WORK CHANGE DIRECTIVE

Contractor is hereby directed to promptly proceed to make changes to Work as described in this Change Control Form. Any change in Contract Price or Contract Time shall be determined in accordance with General Conditions. Effective date of this Work Change Directive shall be date of Owner's signature below unless noted otherwise.

FIELD ORDER

Contractor is hereby directed to promptly perform proposed Work described in this Change Control Form, which is issued in accordance with General Conditions, for minor changes in Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, notify Engineer immediately and submit a Change Proposal for approval before proceeding with proposed Work. Effective date of this Field Order shall be the date issued unless noted otherwise.

AUTHORIZING SIGNATURES

ENGINEER: Smith Seckman Reid, Inc.	CONTRACTOR: Cumberland Valley Constructors, Inc.	OWNER: City of Murfreesboro	RESIDENT PROJECT REPRESENTATIVE: Smith Seckman Reid, Inc.
Luke Williams			Jason Henderson
Market Development Leader - Water	PRESIDENT	Shane McFarland, Mayor	Senior RPR
Luke Williams, PE	JARROD MILLER		
Date: October 14, 2025	Date: 10/14/2025	Date:	Date: 10/14/25

APPROVED AS TO FORM
Signed by:
Adam F Tucker
43A2035E51F9401...
Adam F. Tucker, City Attorney

2995 Sidco Drive, Nashville, TN 37204
info@ssr-inc.com www.ssr-inc.com

Docusign Envelope ID: 14A037EF-6559-40EE-8391-AC83C16EDBA3

Change Order No. 01

Date Issued for Approval	October 14, 2025	**Effective Date:**	Date of Agreement
Project:	Stones River Water Treatment Plant Distribution Isolation Valves Replacement	**Contract No.:**	N/A
Owner:	City of Murfreesboro - Murfreesboro Water Resources Department	**Owner Project No.:**	N/A
Engineer:	Smith Seckman Reid, Inc.	**SSR Project No.:**	23-41-040.0
Contractor:	Cumberland Valley Constructors, Inc.	**Government Project No.:**	N/A

The contractor is hereby authorized and directed to make the changes described below, and agrees to furnish all labor, materials, and equipment to accomplish the changes in accordance with the applicable portions of the Contract Documents for this project.

Description of Change: An additional 36" line stop shall be installed immediately downstream of the proposed 36" valve and associated vault prior to the replacement of the 24" and 36" valves.

Enclosures and References: CCF No. 1

	AMOUNT		CONTRACT TIME
Original Contract Price	$633,000.00	Substantial Completion Date Prior to this Change Order	January 10, 2026
Contract Price Prior to this Change Order	$633,000.00	Ready for Final Payment Date Prior To this Change Order	February 9, 2026
Net Amount This Change Order	$35,359.11	Net Time This Change Order	N/A
Revised Contract Price	$668,359.11	Revised Substantial Completion Date	N/A
		Revised Ready for Final Payment Date	N/A

Remarks:

1. The party initiating the change order request is: ☐ Contractor ☒ Owner ☐ Engineer
2. Does this change order:
   a. Affect the work of other contractors? ☐ Yes ☒ No
   b. Require additional work by other contractors? ☐ Yes ☒ No
   c. Constitute entire cost of the change? ☒ Yes ☐ No

Agreement:

In executing this change order, it is mutually agreed that the amounts provided for herein will be accepted by the Contractor as full compensation for all known costs associated in the work, including all direct and indirect costs, and any and all known costs associated with delays or additional time, if any, which may be required as a result of said changes.

Recommended for Approval by Engineer:

By: Luke Williams, Market Development Leader - Water (print name and title) — Luke Williams (Authorized Signature) — October 14, 2025 (Date)

Accepted by Contractor:

By: JARROD MILLER PRESIDENT (print name and title) — (Authorized Signature) — 10/14/2025 (Date)

Authorized by Owner:

By: _____ (print name and title) — _____ (Authorized Signature) — _____ (Date)

2995 SIDCO DRIVE, NASHVILLE, TN 37204
P. 615.383.1113 | F. 615.386.8469 | WWW.SSR-INC.COM

Docusign Envelope ID: 14A037EF-6559-40EE-8391-AC83C16EDBA3

Cumberland Valley Constructors

Date: 10/1/25

Project: SRWTP Isolation Valve Replacement

Owner: City of Murfreesboro, MWRD

Engineer: SSR

Description of Work: Provide one extra linestop and labor to allow for the replacement of the Isolation Valves.

Labor Costs

Description	RG Hours	RG Rate	Subtotal	OT Hours	OT Rate	Subtotal	Subsistence	Burden	Subtotal
Project Manager	10.0	$70.00	$700.00	0.0	$105.00	$0.00	$0.00	$329.00	$1,029.00
Superintendent	20.0	$75.00	$1,500.00	0.0	$112.50	$0.00	$0.00	$705.00	$2,205.00
Project Engineer	10.0	$58.00	$580.00	0.0	$87.00	$0.00	$0.00	$272.60	$852.60
Foreman	20.0	$53.00	$1,060.00	0.0	$79.50	$0.00	$0.00	$498.20	$1,558.20
Carpenter	0.0	$31.00	$0.00	0.0	$46.50	$0.00	$0.00	$0.00	$0.00
Carpenter Apprentice	0.0	$28.00	$0.00	0.0	$42.00	$0.00	$0.00	$0.00	$0.00
Operator	20.0	$31.00	$620.00	0.0	$46.50	$0.00	$0.00	$291.40	$911.40
Crane Operator	0.0	$42.00	$0.00	0.0	$63.00	$0.00	$0.00	$0.00	$0.00
Laborer - Skilled	0.0	$25.00	$0.00	0.0	$37.50	$0.00	$0.00	$0.00	$0.00
Pipefitter	40.0	$25.00	$1,000.00	0.0	$37.50	$0.00	$0.00	$470.00	$1,470.00
Laborer - Non Skilled	0.0	$24.00	$0.00	0.0	$36.00	$0.00	$0.00	$0.00	$0.00
								Labor Cost Subtotal	$8,026.20

Equipment Costs

Description	Hours	Rate/Hour	Total
Cat 335 / PC400	20.0	$254.33	$5,086.64
Cat 330 / PC300	0.0	$204.59	$0.00
Cat 320 / PC200	0.0	$109.95	$0.00
Cat 314 / PC138	0.0	$79.37	$0.00
Cat 308 / PC88	0.0	$60.51	$0.00
Cat 305.5 / PC45	5.0	$36.11	$180.54
Mini / Midi Hammer	0.0	$33.91	$0.00
Hammer 1500#	0.0	$153.64	$0.00
Variable Reach Forklift	0.0	$42.60	$0.00
Volvo 90 Loader	0.0	$79.10	$0.00
Volvo 70 Loader	20.0	$74.54	$1,490.74
D8 Dozer	0.0	$244.29	$0.00
D6 Dozer	0.0	$134.71	$0.00
D3 Dozer	0.0	$65.40	$0.00
Tri-Axle Dump truck	0.0	$104.00	$0.00
Volvo AC 25 truck	0.0	$126.24	$0.00
Pickup Truck	0.0	$24.35	$0.00
Scissor Lift	0.0	$36.93	$0.00
Skid Steer Loader	20.0	$50.13	$1,002.56
Boom Man Lift	0.0	$56.01	$0.00
Cat 420D Backhoe	0.0	$52.93	$0.00
Street Plate	0.0	$3.01	$0.00
185 CFM compressor	0.0	$16.65	$0.00
Boom Truck	0.0	$102.86	$0.00
30-50 Ton RT Crane	0.0	$212.36	$0.00
100 T Crawler Crane	0.0	$251.75	$0.00
3" Submersible Pump	0.0	$14.74	$0.00
6" Hydraulic Pump	0.0	$34.77	$0.00
Street Sweeper	10.0	$17.72	$177.22
		Equipment Cost Subtotal	$7,937.70

Material and Subcontractor Costs

Description		Amount
IFT 36" Linestop		$35,200.00
	Material and Subcontractor Cost Subtotal	$35,200.00

Miscellaneous Costs

Description	% of Labor	Subtotal
small tools and supplies	10.0%	$802.62
	Miscellaneous Cost Subtotal	$802.62

Extra Work Cost Summary

Labor Costs Subtotal	$8,026.20
Equipment Costs Subtotal	$7,937.70
Materials and Subcontractors Costs Subtotal	$35,200.00
Miscellaneous Costs Subtotal	$802.62
Overhead and Profit(15%)	$7,794.98
Sub Total	$59,761.49
Bond(1%)	$597.61
Total	**$60,359.11**

Contract Duration Extension

Extension in Contract time (days)	0

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CHANGE CONTROL SUMMARY LOG

Owner: Murfreesboro Water Resources Department
Project Name SRWTP Distribution Isolation Valves Replacement
Contract No. 23-41-040.0
Engineer: Smith Seckman Reid, Inc.
Contractor: Cumberland Valley Constructors, Inc
Revised: 10/14/25

Rejected/Withdrawn
Under Review
Approved
Pending

Original Contract Amount:	$ 633,000.00
Change Order Amount:	$ 35,359.11
Revised Contract Amount:	$ 668,359.11
Original Contingency Amount:	$ 25,000.00
Remaining Contingency Allowance Amount:	$ -

Change Order No.	CCF No.	Change Type	Brief Description of Change Item	Status (Pending/ Under Review/ Approved/ Rejected)	Date From/ To Contractor	Date Submitted to Owner	Date Approved/ Rejected by Owner	CCF Cost	Cumulative CCF Cost	Remaining Allowance Amount	Adjusted Contract Amount
1	1 [1]	WCD	36" Line Stop Addition	Pending	10/9/2025	10/14/2025	Pending	$60,359.11	$ 60,359.11	$ -	$ 668,359.11
Totals								$60,359.11		$ -	$ 668,359.11

Notes:
1. CCF No. 1 is paid for by the $25,000 Contingency Allowance and a $35,359.11 Contract Increase via Change Order No. 1 for a total CCF Amount of $60,359.11.

Abbreviations:
1. CCR - Contractor change request.
2. CL - Claim.
3. FO - Field Order.
4. RFP - Request for proposal.
5. WCD - Work change directive.

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: SSR Task Order Amendment No. 1 - WTP Isolation Valve Replacement Project

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider SSR Task Order (TO) 23-41-040.0 Amendment No. 1 for the additional design and construction period due to requirements out of SSR's control.

Staff Recommendation

Approval of SSR TO 23-41-040.0 Amendment No. 1. The Water Resources Board recommended approval of this matter at the October 28th meeting.

Background Information

SSR TO 23-41-040.0 is for the design and construction administration services for the replacement of the isolation valves downstream of the high service pump station at the Stones River Water Treatment Plant.

The original TO budgeted a 24-week design period. The design period ended up requiring 38 weeks to complete, due to the complexity of the project in evaluating all the possible alternatives for valve replacement, and the TDEC regulatory review of the project required multiple submittals due to increased TDEC involvement and requirement in the design review process.

Not only did the design period increase, the construction period did as well. SSR budgeted a 26-week construction period and the construction period is now projected to be at least 37 weeks. Therefore, SSR is requesting additional fee to continue construction admin services through the estimated project completion date.

Council Priorities Served

Responsible Budgeting

Maintaining plant infrastructure assures continued reliability of high-quality drinking water for the community.

Fiscal Impact

SSR TO Amendment No. 1, $14,300, brings the total cost for engineering services to $79,650. This project is funded from Working Capital Reserves.

Attachments

SSR TO Amendment No. 1 - WTP Isolation Valve Replacement Project

Docusign Envelope ID: 9A99D1D8-0A18-4FB6-BF08-33AE6F920138

Project Memorandum

Project Name: Stones River Water Treatment Plant Isolation Valve Replacement
Project Number: 23-41-040.0
Date: October 20, 2025
To: Alan Cranford
From: Luke Williams, P.E.

Per the request of staff at the Stones River Water Treatment Plant (SRWTP), this memorandum provides information regarding additional engineering services for the SRWTP Isolation Valve Replacement Project.

Background

On March 19, 2024, City Council approved Smith Seckman Reid (SSR) Task Order 23-41-040.0 for the design and construction administration services for the replacement of the isolation valves downstream of the high service pump station at the Stones River Water Treatment Plant.

The original engineering contract between SSR and MWRD budgeted for a 24-week design period and the design period ended up requiring 38-weeks to complete design. This was due to the complexity of the project in evaluating all the possible alternatives to accomplish the project and finding suitable specialty contractors to install the large diameter isolation devices to allow for the valve replacement. The regulatory review of the project also required multiple submittals due to increased involvement in TDEC in the design review process. The design review ended up requiring 97 days to complete in lieu of the budgeted 40 days.

The project was advertised and bid in March of 2025 and the Notice to Proceed (NTP) for the construction of the project was dated April 18, 2025. The substantial completion date of the construction of this contract to be 260 days from the NTP which is supposed to be on or before January 10, 2026.

The original engineering contract between SSR and MWRD budgeted for a 26-week construction period and the current construction period is now projected to be at least 37 weeks. As we approach our previously agreed upon not-to-exceed fee, SSR is requesting additional fee to continue construction administrative services through the estimated project completion date. Exhaustion of the originally agreed upon fee is not limited to coordination conflicts caused by equipment procurement but also additional services incurred through design the past year.

Additionally, services provided by SSR during the construction phase of the project required additional evaluations and coordination with the Contractor and MWRD to account for several customers/facilities that required water during shutdowns of the project that were not taken into consideration during the design. This additional effort was not accounted for in the original task order.

Project Costs

The original Board-approved Task Order 23-41-040.0 was for $65,450.00 in March 2024. SSR is requesting an additional $14,300 for additional scope and services required for the construction and post construction phase services.

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Approximately $6,300 will be reserved for Resident Project Representation for the remainder of the project. $6,000 is reserved for construction administration, record drawings, operations and maintenance manuals, and operations assistance and trainings. The remaining $2,000 is reserved for project management, coordination between SSR, the Contractor, and MWRD, additional submittal reviews, answering RFI's, monthly pay estimates, and the final inspection.

The total cost for engineering services, which includes this amendment, is $79,750.00. The fee for engineering services for this project remains right at 12-percent of the total construction cost. Historically, the fee for engineering services for design and construction of improvements and expansions of existing water treatment facilities is approximately 12 percent of the total construction cost. Our fee for engineering services still remains in lines with the national historic average even after this amendment.

The following table summarizes the total project costs for the isolation valve replacement including the additional engineering scope as well as the pending Change Order No. 1. All costs are presented in 2025 dollars.

Summary of Project Costs

Description	Total Costs – October 2025
Stones River Water Treatment Plant Isolation Valve Project Bid Price	$633,000.00
Engineering and Construction Administration	$65,450.00
Amendment No. 1 (pending approval)	$14,300.00
Change Order No. 1 (pending approval)	$35,359.11
Total Project Cost	**$748,109.11**

We appreciate the opportunity to provide our services to the Murfreesboro Water Resources Department. If you need any additional information, please feel free to contact me.

Attachments

1. Amendment No. 1 to SSR Task Order 23-41-040.0

Docusign Envelope ID: 9A99D1D8-0A18-4FB6-BF08-33AE6F920138

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Engineering Work Order 23-41-040.0
Amendment No. 1

1. *Background Data:*

   a. Effective Date of Owner-Engineer Agreement: March 19, 2024

   b. Owner: Murfreesboro Water Resources Department

   c. Engineer: Smith Seckman Reid, Inc

   d. Project: SRWTP Isolation Valve Replacement

2. *Description of Modifications:*

   a. In addition to the scope described in Task Order 23-41-040.0, these modifications include:

      1. Design and associated project management tasks related to finding a valid line stop contractor and design solution for isolating the lines as well as additional coordination to determine most economical and least impactful design option to MWRD SRWTP operations.
         a. Original design time frame was expected to last 18 weeks until submission to TDEC and 10 additional weeks of coordination and design were ultimately required.
      2. Additional coordination and associated resubmittal required for beyond normal standard of care for regulatory reviews due to additional resubmittals required by TDEC.
         a. TDEC approval process took 97 days in lieu of expected 40 days
      3. Construction administration and associated project management tasks related to additional efforts from construction schedule exceeding originally anticipated timeframe.
         a. Original scheduled anticipated 24 weeks of construction. Expected effort to reach final completion will require an additional 13 weeks of construction administration due to complexity of project, excessive lead times, and coordination.
      4. Additional construction coordination with MWRD and Contractor for maintaining water service to critical facilities/customers during construction and subsequent design reviews to accommodate this.

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3. Agreement Summary (Reference only)
   a. Original Agreement amount: $ 65,450.00
   b. Net change for prior amendments: $ 0.00
   c. This amendment amount: $ 14,300.00
   d. Adjusted Agreement amount: $ 79,750.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is: _____, 2025.

OWNER:	ENGINEER:
By: Shane McFarland	By: Brentley D. Fowler
Title: Mayor	Title: Principal
Date Signed:	Date Signed: October 9, 2025

APPROVED AS TO FORM
Signed by:
Adam F Tucker
43A2035E51E9401...
Adam F. Tucker, City Attorney

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COUNCIL COMMUNICATION
Meeting Date: 11/06/2025

Item Title: City Council Meeting Minutes

Department: Finance

Presented by: Erin Tucker, City Recorder/ Chief Financial Officer

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Review and approval of City Council meeting minutes.

Staff Recommendation

Approve minutes as listed.

Background Information

City Council meetings are available on the City's website for reference to actions taken and discussions made as items are considered. In accordance with Meeting procedures, Council approves meeting minutes for these to become the official minutes of the meeting.

Attachments

Current Minutes
- September 11, 2025 (Workshop)
- October 2, 2025 (Public Comment)
- October 2, 2025 (Regular Meeting)
- October 15, 2025 (Joint Workshop)
- October 23, 2025 (Regular Meeting)

Historical Minutes
- May 19, 2016 (Special Session)
- March 8, 2018 (Public Comment)

City of Murfreesboro
City Council – Workshop Regular Session

Thursday, September 11, 2025 at 11:30 am
Municipal Airport Business Center
1930 Memorial Boulevard
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its workshop meeting place at the Municipal Airport Business Center at 11:30 a.m. on Thursday, September 11, 2025. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, August 26, 2025.

Council Members Present

Mayor Shane McFarland – Presiding
Madelyn Scales Harris
Bill Shacklett
Kirt Wade
Shawn Wright

Jami Averwater and Austin Maxwell were absent and excused from this meeting.

City Representatives Present

Darren Gore, City Manager
Kelley Blevins Baker, Deputy City Attorney – Public Safety
Erin Tucker, City Recorder/ Chief Financial Officer
Melanie Joy Peterson, City Clerk
Raven Bozeman, Executive Assistant

Amanda DeRosia, Finance Director
Angela Jackson, Executive Director of Strategic Services
Cary Gensemer, Deputy Chief of Police
Chad Gehrke, Airport Director
Greg McKnight, Executive Director of Development
Jessica Cline, Community Development Assistant Director
Jim Kerr, Transportation Director
John Tully, Assistant City Attorney
Larry Flowers, Public Information Officer for Public Safety
Lee Smith, Deputy Director of Transportation
Lesley Short, Assistant Finance Director
Luke Murphy, Assistant Director of Solid Waste
Mark McCluskey, Fire Chief
Michael Bowen, Chief of Police
Michele Emerson, City Engineer
Mike Browning, Public Information Officer
Nate Williams, Executive Director of Recreational Services
Raymond Hillis, Executive Director of Public Works
Robert Holtz, Community Development Director
Russell Gossett, Solid Waste Director
Steve Jarrell, Deputy Chief of Police

Valerie Smith, Water Resources Director
Other City Staff

Mayor McFarland expressed appreciation for Dr. Sidney McPhee's, President of Middle Tennessee State University (MTSU), recent statements on free speech, noting the importance of balancing free expression with responsibility as public servants. He emphasized the role of elected officials and partners, including MTSU, in fostering open dialogue and respectful environments, even when disagreements arise.

Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order and commenced the meeting with a prayer followed by the Pledge of Allegiance.

Public Comment on Actionable Agenda Items

Mayor McFarland asked if there were any registered speakers for public comment on actionable agenda items. Erin Tucker, City Recorder/ Chief Financial Officer indicated no one had registered to speak.

Action Items

1. Thompson Ln Widening-Revised Easement Offers (Water Resources). Valerie Smith, Water Resources Director, presented a Council Communication and documents requesting Council approve revised easement offers for the Thompson Lane Widening. Staff have received counter offers based on TDOT's appraisals from five years ago, some of which are below those values. TDOT's current timeline sets the bid date for December 2025, with construction starting as early as February or March 2026.

Additional counteroffers will be presented for approval as received. If easements are not voluntarily conveyed and condemnation is required, the 10% incentive will be forfeited, and Water Resources will need to conduct new appraisals. Approving these counter offers now will avoid added costs and delays and may align closely with TDOT's original valuations**.** A total of $689,000 was approved. Staff is requesting an additional $191,644 for a total of $880,644. Easement purchases will be funded from Working Capital Reserves.

Mr. Wright made a motion to approve the revised Easement Offers. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

2. Housing Rehabilitation 2227 Haven Drive, Change Order #1 (Community Development). Robert Holtz, Director of Community Development, presented a Council Communication requesting Council approve a change order for additional rehabilitation assistance for a residence at 2227 Haven Drive and is currently under rehabilitation is needing to install a small ramp and landing inside the home and patch sheetrock at new laundry tray. The cost for the contractor, The Griffin Group, to perform this work is $2,300. Funding for this additional work is through the Community Development Block Grant (CDBG) Grant.

Ms. Scales Harris made a motion to approve Change Order 1 for 2227 Haven Drive. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

3. Affordable Housing Program 607 Olympia (Community Development). Jessica Cline, Assistant Director of Community Development, presented a Council Communication requesting Council approve down payment assistance from federal Community Development Block Grant (CDBG) funds for the City's Affordable Housing Assistance Program. The purchaser of a pre-existing home at 607 Olympia Place has applied for down payment assistance. The program will provide $10,000 towards the down payment from existing CDBG funds under the City's Affordable Housing Assistance Program, pending lead-based paint clearance test. The applicant meets the qualifications for assistance. The expenditure, $10,000, is fully funded by CDBG funds allocated to the City's Affordable Housing Assistance Program.

Ms. Scales Harris made a motion to approve down payment assistance for 607 Olympia Place. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

4. Ordinance 25-O-32 FY26 Budget Amendment (1st Reading) (Finance). Erin Tucker, City Recorder/Chief Financial Officer, presented a Council Communication to amend the City Code regarding the FY26 Budget Ordinance. The ordinance titled, "ORDINANCE 25-O-32 amending the Fiscal Year 2026 (hereafter "FY2026") Budget (1st Amendment)" was offered for passage on first reading.

Mr. Wade made a motion to approve Ordinance 25-O-32 on first reading. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Workshop Items

5. Recycle Right TN Introduction (Administration). Mayor McFarland introduced Donna Barrett, Representative of the Central Tennessee Regional Solid Waste Planning Board, who presented an update on RecycleRightTN.com, a new website designed to help residents identify what and where to recycle. The site includes county convenience centers, 120 private partners, and mapping features for easy access. In less than 60 days, the site has had 773 active users, over 9,200 interactions, and significant engagement on Facebook.

Ms. Barrett reported partnerships with MTSU, the Discovery Center, and local schools to expand recycling education and opportunities. A recent community recycling roundup diverted 52,000 pounds of materials from the landfill in four hours.

Council discussed the potential for future recycling initiatives, including exploring a voluntary downtown business recycling program and possible pilot projects. Further data and cost estimates will be presented later.

6. Draft MOU with the Town of Smyrna and Rutherford County (Police). Michael Bowen, Chief of Police, presented a Council Communication requesting Council review and provide feedback on a Draft Memorandum of Understanding (MOU) between the City of Murfreesboro, the Town of Smyrna, and Rutheford County to conduct a feasibility study on consolidating emergency communications into a single center. The study will evaluate efficiency, interagency communication, service duplication, and potential benefits for employees and the public.

The MOU outlines cost-sharing (not to exceed a set amount) and would require Council approval. Additional jurisdictions, such as La Vergne and Eagleville, may be invited to participate. The study, once procured, is expected to take several months, with results anticipated by the end of the fiscal year.

7. Keystone – Broad Street Redevelopment Amendments Overview (Administration). Darren Gore, City Manager, presented a Council Communication and presentation regarding a review of the Broad Street Redevelopment ("Keystone") Project Amendments. City staff, in coordination with outside counsel and the Keystone (Hillsboro Residential) development team, has prepared an updated Economic Impact Plan (EIP) to support a request to amend and restate the Tax Increment Financing (TIF) agreement.

The development and financial agreement, including a TIF agreement, is expected to be ready for Council consideration on October 2, in advance of the Industrial Development Board (IDB) meeting on October 15. If approved by the IDB, the matter would return to Council on October 23.

The project will be developed in three phases:

- **Phase 1:** 239 multifamily units, primary retail space, and a 422-space parking garage.
- **Phase 2:** 100 condominiums, 3,000 sq. ft. of retail, and a 314-space parking garage.
- **Phase 3:** A 115-room hotel with 7,100 sq. ft. of retail, parking in Phase 2 garage.

The project is supported by a Tax Increment Financing (TIF) structure based on an assessed value of $55.7 million. The TIF would reimburse approximately 84% of City property tax and approximately 79.5% of Rutherford County property tax over 20 years, totaling approximately $25.5 million (35% City / 65% County). The City retains approximately 16% of generated property tax.

The City will receive approximately $4.5 million from land sales for Phases 1 and 2, which will fund road improvements (Church/Broad turn lanes, Vine/Front realignment, and other access improvements). Closings are contingent on WGNS finalizing relocation. The City retains repurchase rights if construction does not commence beyond demolition.

Developers have secured financing for Phase 1 through HUD loans; Phase 2 depends on condo pre-sales. Phase 3 (hotel) remains speculative but includes a three-year option. All parcels will be delivered pad-ready with utilities, even if later phases are delayed.

Construction is expected to begin in 2027 following WGNS relocation, with project completion by 2028–2030, including a built-in 12-month contingency. Staff emphasized provisions to mitigate City risk, noting the City would retain or repurchase improved, pad-ready property if future phases do not proceed. The right to repurchase would be established as the sale price provided to the Hillsboro Residential plus an amount equal to the reasonable costs incurred by Hillsboro Residential, if any, in connection with demolishing the structures and related facilities located within the Plan Area. No Council action was required at this meeting.

8. July 2025 Dashboard (Administration). Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication and documents regarding July 2025 Dashboard. There were no questions and no action was taken.

9. CIP Transfers (Finance). Erin Tucker, City Recorder/ Chief Financial Officer, or Amanda DeRosia, Finance Director, presented a Council Communication and documents regarding notification of CIP transfers. Transfers include transfer of CIP Funds between the Bond Fund and General Fund for Broad/Medical Center Parkway, Burnt Knob/Manson/Blackman, Cherry Lane Phase 1, Cherry Lane Sazerac, Manson/Fortress, Playground Deferred Maintenance, Runway 36 Approach Mitigation, Rutherford Boulevard Extension, and Veterans Park. No action was needed.

10. Cherry Lane Corridor Area Plan Project Update (Development Services). Greg McKnight, Executive Director of Development Services, presented a Council Communication regarding an update to the Cherry Lane Corridor Area Plan Project. Mr. McKnight stated the planning study covers the corridor and an extension of Cherry Lane east of the I-840 interchange and extending to the future I-24 intersection. It will include approximately 1,814 acres of land area and will cross or intersect with Northwest Broad Street, Old Nashville Highway, and Florence Road. It will provide a 50-year plan to enable the City to plan future infrastructure and provide employment and tax opportunities for the City and its residents.

Kevin Guenter with Ragan Smith and Brady Yarbrough with Kimley Horn presented a PowerPoint presentation of the Cherry Lane Corridor Plan including route summary, route

analysis, traffic analysis, geometric design considerations, future land use & secondary connections, and project schedule.

Board & Commission Appointments

No board and commission appointments were presented.

Licensing

Beer Permits (Finance). Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication regarding Beer Permits. The following were offered for approval:

Regular Beer Permits

Name of Applicant	Name of Business	Address	Type of Permit	Type of Business	Reason
Church St Fuel Inc.	Church Street Fuel	1251 South Church Street	Off - Premises	Gas Station	Name/Ownership Change

The Applicant met requirements for the Beer Permit and were recommended for approval pending final building and codes inspections for the Regular Beer Permit.

Mr. Wade made a motion to approve the Beer Permits. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

Safety in Downtown Murfreesboro. Mr. Wright was recently approached by Rutherford County Mayor Carr and thanked him for the Murfreesboro Police Department's efforts regarding safety issues and homelessness in downtown Murfreesboro.

Citizens Academy. Vice Mayor Shacklett thanked City Staff for their efforts in developing a Citizen's Academy. Currently, 60 applications have been received. Citizens Academy will begin on October 6, 2025.

America 250-Year Celebration Committee. Mayor McFarland met with Valerie Dehof (Colonel Hardy Murphy Chapter President & Region Director) and Marzie Woodard (DAR Chapter President) to discuss plans for the upcoming America 250-year celebration. The group

emphasized the importance of organizing a meaningful event in Murfreesboro, especially downtown. Mayor McFarland recommended Nate Williams, Executive Director of Recreational Services, to lead the America 250-Year Celebration Committee for both the City and County. The committee will explore ideas over the coming months, including potential July 4th events aligned with the "Let Freedom Ring" fireworks show.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 12:51 p.m.

_____
SHANE MCFARLAND
MAYOR

ATTEST:

_____
ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

City of Murfreesboro
City Council – Public Comment Special Session

Thursday, October 2, 2025 at 5:30 pm
City Council Chambers
111 West Vine Street, Murfreesboro, TN

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in public comment special session at its regular meeting place in the Council Chambers at City Hall at 5:30 p.m. on Thursday, October 2, 2025. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, September 23, 2025.

Council Members Present

Mayor Shane McFarland – Presiding
Austin Maxwell
Bill Shacklett
Kirt Wade
Shawn Wright

Jami Averwater and Madelyn Scales Harris were absent and excused from this meeting.

City Representatives Present

Darren Gore, City Manager
Adam Tucker, City Attorney
Amanda DeRosia, Finance Director
Raven Bozeman, Executive Assistant

Other City Staff

Public Comment

Mayor McFarland called the meeting to order and announced that this special meeting was being held for public comment. Mayor McFarland asked Amanda DeRosia, Finance Director, if there were any registered speakers for public comment.

Ms. DeRosia stated there were no registered speakers for public comment. Mayor McFarland gave an opportunity for anyone present to come forward to speak. There was no one present who wished to speak.

There being no further business, Mayor McFarland adjourned the meeting at 5:31 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

_____

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

City of Murfreesboro
City Council – Regular Session

Thursday, October 2, 2025 at 6:00 pm
City Council Chambers
111 West Vine Street, Murfreesboro, TN

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, October 2, 2025. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, September 23, 2025.

Council Members Present

Mayor Shane McFarland – Presiding
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Kirt Wade
Shawn Wright

Jami Averwater was absent and excused from this meeting.

City Staff Attendance

Darren Gore, City Manager
Adam Tucker, City Attorney
Amanda DeRosia, Finance Director
Raven Bozeman, Executive Assistant

Ben Newman, Director of Land Management and Planning
Brad Barbee, Principal Planner
Daniel Owens, Finance Director of Murfreesboro City Schools
Jessica Cline, Community Development Assistant Director
Jim Kerr, Transportation Director
Lee Smith, Deputy Director of Transportation
Lexi Stacey, Project Coordinator
Mark McCluskey, Fire Chief
Matthew Blomeley, Assistant Planning Director
Michael Nevills, Communications
Michele Emerson, City Engineer
Trey Duke, Director of Murfreesboro City Schools
Valerie Smith, Water Resources Director
Other City Staff

Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order. Vice Mayor Shacklett introduced Sergeant George Keith, Local Core Administrator for the Salvation Army. Sergeant Keith provided Council an update on the ongoing Redshield Dialogues, a series focused on addressing homelessness,

particularly in relation to mental health. The most recent session explored the impact of mental health on homelessness and featured insights from Murfreesboro Police Department's HOST (Homeless Outreach Support Team) unit. The HOST team was recognized for their frontline work, and Sergeant Keith expressed appreciation for their contributions. He stated representatives from Nashville praised Murfreesboro's HOST model, noting interest in implementing a similar approach in their city. Sergeant Keith commenced the meeting with a prayer followed by the Pledge of Allegiance.

Public Comment on Actionable Agenda Items

Mayor McFarland asked if there were any registered speakers for public comment on actionable agenda items. Amanda DeRosia, Finance Director, indicated no one had registered to speak.

Consent Agenda

The Consent Agenda was presented for approval with Council Communications and corresponding documents for the following items:

1. **Aircraft GPU and Towing Services Agreement (Airport)**
2. **Amendment to the 2022, 2023 & 2024 Annual Action Plans (Community Development)**
3. **Vertosoft Gravity Finance Software (Finance)**
4. **Thompson Ln Widening Revised Easement Offer (Water Resources)**
5. **Overall Creek Pump Station Upgrades Final Change Order (Water Resources)**
6. **Jackson Thornton Proposal FY25 Cost of Service (COS) Study (Water Resources)**
7. **AMI-Itron Annual Equipment and Software Support (Water Resources)**
8. **LJA Task Order (TO) Water Asset Management Plan Preparation (Water Resources)**
9. **True North Work Order-02 Cityworks AMS & GIS Support (Water Resources)**
10. **Asphalt Purchases Report (Water Resources)**

Councilman Wade made a motion to approve the Consent Agenda. Councilman Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Minutes

11. City Council Meeting Minutes (Finance). Amanda DeRosia, Finance Director, presented a Council Communication requesting approval of City Council meeting minutes for the

following meetings. Meeting minutes were not read aloud but were presented for approval as part of the agenda packet.

Current Minutes
September 18, 2025 (Public Comment)
September 18, 2025 (Regular)

Councilman Wright made a motion to approve the minutes. Councilman Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

New Business

Resolution

12. Resolution 25-R-29 FY26 Budget Amendment #2 (Schools). Dr. Trey Duke, Director of Murfreesboro City Schools, presented a Council Communication requesting Council approve the schools budget amendment #2 to the FY26 Federal Projects and the General Purpose funds. The resolution titled, "RESOLUTION 25-R-29 amending the Fiscal Year 2026 (hereafter "FY2026") Murfreesboro City Schools Budget (2nd Amendment)" was offered for passage on its first and only reading.

Vice Mayor Shacklett made a motion to approve Resolution 25-R-29. Councilwoman Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Land Use Matters

13. Sewer Allocation Variance - Cason Lane (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication requesting approval of a sewer allocation variance allowing higher single-family unit equivalent density (sfu) by approximately 37 sfu's for a proposed townhome development with two commercial outparcels. The Planning Department and Water Resources Department reviewed the application and supported the request. Valerie

Smith, Water Resources Director, presented a PowerPoint presentation reviewing Salem Barfield Sewer Upgrades, $13.45M total, reviewing sewage capacity limitations.

Council members expressed concern about granting such a large variance (146%), noting it could create expectations for other developers and lead to perceptions of favoritism. The idea of the developer submitting the project as a PRD versus PUD was discussed, which could align more appropriately with infrastructure limits. Additionally, Mayor McFarland expressed the importance of understanding the broader development landscape along the Highway 99 corridor. With multiple approved but unbuilt projects in the area, Mayor McFarland requested an updated overview of all approved, pending, and potential developments in the corridor from I-24 to Veterans Parkway before making further rezoning or sewer variance decisions.

Councilman Maxwell made a motion to defer the sewer allocation variance. Councilman Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shane McFarland

Nay: Shawn Wright

14. Rezoning Property Along Franklin Road (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication and documents regarding the rezoning of approximately 14.9 acres located along the south side of Franklin Road in between Conquest Road and Covenant Boulevard from Planned Unit Development (PUD) District to Planned Commercial Development (PCD) District) (Kingdom Ridge Commercial PCD). Planning Commission held a public hearing on August 6, 2025, and recommended approval. Notice of City Council public hearing was published on September 9, 2025, in the *Murfreesboro Post*.

Mr. Blomeley introduced Clyde Roundtree, Huddleston-Steele Engineering, Inc., who gave a PowerPoint presentation on the request.

14a. Public Hearing for Rezone 14.9 acres (Planning). Mayor McFarland initiated a public hearing, welcoming comments on rezoning the PUD to PCD and providing instructions for those wishing to speak.

Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

14b. Ordinance 25-OZ-29 (First Reading) (Planning). The ordinance titled, "ORDINANCE 25-OZ-29 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 14.9 acres located along Franklin Road from Planned Unit Development (PUD) District (Kingdom Ridge PUD) to Planned Commercial Development (PCD) District (Kingdom Ridge Commercial PCD); Swanson Development, LP, applicant, [2025-412]" was offered for passage on its first reading.

Councilman Maxwell made a motion to approve Ordinance 25-OZ-29 on first reading. Councilman Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

15. Rezoning Property Along Cason Lane (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication and documents regarding rezoning approximately 17.26 acres located along the west side of Cason Lane north of New Salem Highway from CF and OG to PUD (Cason Lane PUD). This is the same property related to the sewer variance request discussed in Agenda Item 13. Planning Commission held a public hearing on August 6, 2025, and recommended approval. Notice of City Council public hearing was published on September 9, 2025, in the *Murfreesboro Post*.

15a. Public Hearing for Rezone 17.26 acres (Planning). Mayor McFarland initiated a public hearing, welcoming comments on amending the CF/OG zoning and providing instructions for those wishing to speak.

Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

15b. Ordinance 25-OZ-30 (First Reading) (Planning). The ordinance titled, "ORDINANCE 25-OZ-30 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 17.26 acres located along Cason Lane from Commercial Fringe (CF) District (11.65 acres) and General

Office (OG) District (5.61 acres) to Planned Unit Development (PUD) District (Cason Lane PUD); Lennar, applicant, [2025-410]" was offered for passage on its first reading.

Vice Mayor Shacklett made a motion to defer Ordinance 25-OZ-30 on first reading. Councilman Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

16. Plan of Services, Annexation, and Zoning for Property Along John R Rice Boulevard and Spike Trail (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding a Plan of Services and Annexation for approximately 2.42 acres and zoning of approximately 2.42 acres located along the south side of John R. Rice Boulevard and along the northwest side of Spike Trail as Planned Commercial Development (PCD) District and Gateway Design Overlay One (GDO-1) District, simultaneous with annexation and to rezone approximately 0.07 acres from Highway Commercial (CH) District and Gateway Design Overlay One (GDO-1) District to Planned Commercial Development (PCD) District and Gateway Design Overlay One (GDO-1) District, (Mazda Office for Off-Site Storage PCD). Notice of City Council public hearing was published on September 9, 2025, in the *Murfreesboro Post*.

16a. Public Hearing for Plan of Services and Annexation for 2.42 acres (Planning). Mayor McFarland initiated a public hearing, welcoming comments on the plan of services and annexation and providing instructions for those wishing to speak. The following individuals addressed the Council:

Despite sufficient time for input, no attendees expressed a desire to speak. Consequently, Mayor McFarland concluded the public hearing.

16b. Resolution 25-R-PSA-31, Plan of Services and Annexation (Planning). The resolution titled, "RESOLUTION 25-R-PSA-31 to adopt a Plan of Services for and to annex approximately 2.42 acres along John R. Rice Boulevard and Spike Trail (Portion of Tax Map 92B, Group F, Parcel 18.02), and to incorporate the same within the corporate boundaries of the City of Murfreesboro,

Tennessee, Clarissa Smith, applicant [2025-503]" was offered for passage on its first and only reading.

Councilman Wade made a motion to approve Resolution 25-R-PSA-31 on first and only reading. Councilman Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

16c. Public Hearing for Zone 2.49 acres simultaneous with annexation (Planning). Matthew Blomeley, Assistant Planning Director, reviewed the zoning for property along John R. Rice Boulevard and Spike Trail. Mr. Blomeley stated that a public hearing was required on the matter. Matt Taylor of SEC presented a PowerPoint regarding the off-site storage facility development plan for Mazda associated with the zoning request.

Mayor McFarland initiated a public hearing on the zoning, welcoming comments on the zoning and provided instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak. Consequently, Mayor McFarland concluded the public hearing.

16d. Ordinance 25-OZ-31 (First Reading) (Planning). The ordinance titled, "ORDINANCE 25-OZ-31 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 2.42 acres along John R. Rice Boulevard and Spike Trail as Planned Commercial Development (PCD) District and Gateway Design Overlay One (GDO-1) District, simultaneous with annexation and to rezone approximately 0.07 acres from Highway Commercial (CH) District and Gateway Design Overlay One (GDO-1) District to Planned Commercial Development (PCD) District and Gateway Design Overlay One (GDO-1) District, (Mazda Office for Off-Site Storage PCD); Chad Custer, applicant [2025-408]" was offered for passage on first reading.

Councilman Wright made a motion to approve Ordinance 25-OZ-31 on first reading. Councilman Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

On Motion

17. Agreements for Project Keystone Broad Street Redevelopment (Administration). Darren Gore, City Manager, presented a Council Communication and documents requesting Council approve the Project's Development and Tax Incentive Agreement with The Industrial Development Board of Rutherford County and Hillsboro Residential, LLC and Purchase and Sale Agreement for Section 1 with Hillsboro Residential, LLC in the amount of $3,023,158.

Mr. Gore introduced Matt Taylor from SEC, who provided a presentation regarding the status of the development. The project has been broken into three sections to allow phased financing: Section 1 (apartments, commercial space, WGNS relocation), Section 2 (condos and additional commercial space), and Section 3 (hotel). The development team, including architects and financial partners, confirmed ongoing progress with site planning, financing, and weekly meetings with City staff. A two-year option for the hotel parcel remains with the City, with a deadline of January 31, 2029, for purchase.

Councilman Maxwell voiced his concerns about the proposed phased downtown development project and recalled the original plan being an all-cash deal, which has since evolved to include a mix of financing, tax increment financing (TIF), and the removal of the hotel component, resulting in a multi-phase structure. He expressed discomfort with selling taxpayer-owned land to a private developer for apartment construction while offering tax incentives and questioned how this aligns with the City of Murfreesboro's mission to improve quality of life and argued that such developments should directly benefit residents rather than subsidizing private residential projects. He expressed concern that if the project fails, the City could be left managing and reselling the remaining properties. Councilman Maxwell feels the project is not in the best long-term interest of Murfreesboro citizens.

Councilman Wright voiced consistent opposition to the downtown development project, echoing concerns raised by Councilman Maxwell. He expressed concern that if the initial pad-ready sites underperform, future developers will return requesting approval for additional

multifamily units, leading to an overconcentration of apartments downtown. While he supports bringing more people downtown, this approach alters the culture of the area. He also criticized the shifting nature of the project, stating that despite initial negotiations being made in good faith, the terms have continually changed, moving the "goalposts" multiple times. Councilman Wright stated the City still has control over the property and other unsold sites elsewhere, particularly in the Gateway area, which could be considered for development instead.

Vice Mayor Shacklett reflected on the historical context of the project area, describing it as one of the most economically depressed parts of Murfreesboro, once filled with substandard housing. He noted that past efforts brought significant improvements, and now the City has another opportunity to further revitalize the area through bold, transformative development. While expressing some concern about the number of apartments downtown, Vice Mayor Shacklett acknowledged the current downtown housing options are limited and the proposed project would offer a new type of living opportunity. He commended the developer and City staff for their work and vision, recognizing that financial viability in this area is a challenge that requires creative, out-of-the-box thinking. Highlighting prior investments such as the daylighting of Town Creek, Vice Mayor Shacklett stated adding more residents downtown supports walkability and retail growth.

Mayor McFarland expressed support for the project, noting confidence in the extensive due diligence conducted, which he believes has improved compared to past efforts. He acknowledged Councilmember concerns but stated that successful downtown areas typically include a mix of housing types, including apartments and condos, which help support small businesses and infrastructure. Mayor McFarland highlighted that very few new apartments have been permitted recently, only 74 in the last year, due to intentional Council efforts to manage growth. There are currently no affordable options for downtown living, with home prices ranging from $450,000 to $600,000, making it inaccessible to many. He expressed the importance of activity and density to encourage further development. He also acknowledged the Heroes Program as a potential way to promote affordable housing downtown. Mayor McFarland expressed the importance of reinvesting proceeds from the $4 million property sale directly back into the area, rather than diverting funds elsewhere.

Councilwoman Scales Harris expressed that change is a natural and necessary part of life and community development. She recalled initial resistance to past projects like The Avenue, which ultimately proved to be successful. She acknowledged much in Murfreesboro has changed, including areas like Castle Street, and that change can be positive. Councilwoman Scales Harris acknowledged that while she may not agree with every aspect of the current downtown proposal, overall she supports it, noting that its benefits outweigh its drawbacks.

Councilman Wade made a motion to approve the Project's Development and Tax Incentive Agreement with The Industrial Development Board of Rutherford County and Hillsboro Residential, LLC and purchase and sales agreement with Hillsboro Residential, LLC. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shane McFarland

Nay: Austin Maxwell, Shawn Wright

18. Engagement Letter with E. Evan Cope, PLLC for Legal Services (Legal). Adam Tucker, City Attorney, presented a Council Communication and documents requesting Council approve the agreement with E. Evan Cope, PLLC for legal services. In addition to approving the master service agreement, staff asks that Council authorize the City Attorney to determine when to engage E. Evan Cope, PLLC.

Councilman Wade made a motion to approve the agreement with E. Evan Cope, PLLC and authorization for the City Attorney to determine when to engage E. Evan Cope, PLLC. Councilman Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Abstain: Austin Maxwell

19. Development Agreement - Wilkinson Pike Improvements (Engineering). Michele Emerson, City Engineer, presented a Council Communication and documents requesting Council approve the development agreement of with Toll Southeast LP Company, Inc., Ashton Nashville Residential LLC, and Hines Clari Park Land Holdings LLC for the Wilkinson Pike improvement project, pending full execution of this agreement. This expense, estimated at $467,921, is funded by reallocated FY22 bond and loan proceeds from savings on other projects.

Councilman Maxwell made a motion to approve the development agreement with Toll Southeast LP Company, Inc., Ashton Nashville Residential LLC, and Hines Clari Park Land Holdings LLC. Councilman Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

20. Professional Services Contract with Arcadis Inc. Change Order #1 (Transportation). Lee Smith, Deputy Transportation Director/ City Traffic Engineer, presented a Council Communication requesting Council approve Change Order #1 to the professional services contract with Arcadis Inc. for the Pilot Priority Signal Pre-emption Project. Originally budgeted Econolite V2I Hub equipment is no longer required and results in $24,300 in unused equipment funds and $4,500 in unused contingency funds. Arcadis has requested the transfer of these unused funds to cover additional project management, stakeholder coordination, and invoicing efforts.

Councilman Maxwell made a motion to approve Change Order #1. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

21. Widening of SR-96 (Old Fort Parkway) – TDOT Contract No. 250195 (Transportation). Jim Kerr, Transportation Director, presented a Council Communication and documents requesting Council Contract No. 250195 between the City and the Tennessee Department of Transportation (TDOT) for the Access Management and Widening of SR-96 in the amount of $25,000,000 funded by MED proceeds.

Councilwoman Scales Harris made a motion to approve Contract No. 250195 with (TDOT). Councilman Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

22. SSR Task Order 2541018.0 Sewer Pump Station Improvements (Water Resources). Valerie Smith, Water Resources Director, presented a Council Communication requesting Council approve Task Order (TO) 2541018.0 with Smith Seckman Reid (SSR) for sewer pump station improvements. The expense, or $492,000, will be funded from MWRD's Working Capital Reserves.

Councilwoman Scales Harris made a motion to approve Task Order 2541018.0 with Smith Seckman Reid. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

23. MTE Property CIA Pump Station Design Proposal & Agreement (Water Resources). Valerie Smith, Water Resources Director, presented a Council Communication and documents requesting Council approve the proposal and agreement pump station design for sanitary sewer service of the MTE property, east of Veterans Blvd and south of Burnt Knob Road with Civil Infrastructure Associates, LLC (CIA). The design fee, or $148,080, will be paid from MWRD's Working Capital Reserves and refunded with the future SSSAD.

Councilman Maxwell made a motion to approve the proposal and agreement with CIA. Councilman Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

24. 2023-2024 Sanitary Sewer Rehabilitation Final Change Order No. 2 (Water Resources). Valerie Smith, Water Resources Director, presented a Council Communication regarding Change Order #2 with SBW Constructors to reflect the actual work performed for the

2023-2024 Sanitary Sewer Rehabilitation and final contract amount of $6,061,203. Ms. Smith requested Council approve the final change order.

Councilwoman Scales Harris made a motion to approve Final Change Order #2 with SBW Constructors for the 2023-2024 Sanitary Sewer Rehabilitation. Councilman Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

25. 2025-2026 Sewer Rehabilitation Contract Approval (Water Resources). Valerie Smith, Water Resources Director, presented a Council Communication requesting Council approve the Construction agreement, to include Alternate A with SBW Constructors for the 2025-2026 Sewer Rehabilitation project to continue to rehabilitate the existing gravity sewer mains, sewer service laterals, and manholes within the system. The Water Resources Board recommended approval of this matter at its September 23, 2025 meeting. The total contract amount of $4,336,233, including $120,320 for Alternate A, will be funded from a combination of MWRD's FY26 operating budget, working capital reserves and reimbursements from MTSU and developers.

Councilwoman Scales Harris made a motion to approve the construction agreement, to include Alternate A with SBW Constructors for the 2025-2026 Sewer Rehabilitation project. Councilman Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

26. JPP Water Reallocation Study Jones Fortuna Joint Agreement (Water Resources). Valerie Smith, Water Resources Director, presented a Council Communication requesting Council approve an agreement with Jones Fortuna LP (JF) to jointly represent the City of Murfreesboro, CUD, Smyrna & LaVergne (Group) through a water reallocation study. The Water Resources Board recommended approval of this matter at the September 23, 2025 meeting. The expense,

or $108,000, is 20% of the total costs of $540,000. These costs will be funded from Murfreesboro Water Resources Department's working capital reserves.

Councilman Maxwell made a motion to approve the agreement, with Jones Fortuna LP. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Board and Commission Appointments

27. & 28. Board of Zoning Appeals and Murfreesboro Community Investment Trust Board of Trustees (Mayor). Mayor McFarland presented a Council Communication proposal regarding appointments to the Board of Zoning Appeals and Community Investment Trust Board of Trustees.

Board of Zoning Appeals

- Scott Kimberly, Term expiration June 30, 2027

Community Investment Trust Board of Trustees

- Kirk Garrett, Term expiration November 17, 2029 – to replace Lee Moss

Councilman Wade made a motion to approve the appointments. Councilman Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Licensing

29. Beer Permits (Finance). Amanda DeRosia, Finance Director, presented a Council Communication regarding Beer Permits. The following were offered for approval:

Regular Beer Permits

Name of Applicant	Name of Business	Address	Type of Permit	Type of Business	Reason
Dear Sushi Inc.	Yummy Yum Asian Cuisine	3411 Memorial Blvd. Ste A-4	On-Premises	Restaurant	New Location
M.L. Rose Pub 008, LLC	M.L. Rose Neighborhood Bar	2108 Medical	On-Premises	Restaurant	New Location

		Center Pkwy Ste G			

Special Event Beer Permits

Name of Applicant	Date of Event	Type of Event	Location of Event
Charity Circle Murfreesboro	12/12/2025	Cocktails & Cheer	2012 Moccasin Trail

Applicants met requirements for the Beer Permits and were recommended for approval pending final building and codes inspections for the Regular Beer Permits and Special Event Permit issuance for the Special Event Beer Permits.

Councilwoman Scales Harris made a motion to approve the Beer Permits. Councilman Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Payment of Statements

Amanda DeRosia, Finance Director, stated there was one statement to consider for $96,724 for payment of easements to Mr. Johnson Revis. Adam Tucker, City Attorney, emailed Council regarding this statement.

Vice Mayor Shacklett made a motion to approve the payment of statement. Councilwoman Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright, Shane McFarland

Nay: None

Other Business

Future Meetings. Mayor McFarland noted Council will not meet next week and Council Retreat is October 16 – 17, 2025 at 8:30 a.m.

Groundbreaking Ceremony. Mayor McFarland informed Council and staff there will be a groundbreaking ceremony for Buc-ee's on October 14, 2025 at 3:30 p.m.

Citizens Academy. Vice Mayor Shacklett provided an update about the launch of the new Citizens Academy, which begins next Monday, October 6, 2025. He thanked Angela Jackson, Joe Martin, and Darren Gore for quickly bringing the program to life. Nearly 60 applications were received, and 25 participants were selected through a lottery process. Vice Mayor Shacklett thanked department heads who will be involved and stated the program presents a "win-win-win" opportunity for the city, elected officials, and the community and encouraged those who weren't selected this time to stay tuned for future sessions.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 7:54 p.m.

_____
SHANE MCFARLAND
MAYOR

ATTEST:

_____
ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

City of Murfreesboro
City Council/Planning Commission – Joint Conceptual Workshop Session

Wednesday, October 15, 2025 at 2:00 p.m.
Municipal Airport Business Center
1930 Memorial Boulevard

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session for a joint meeting with Planning Commission at the Municipal Airport Business Center at 2:00 p.m. on Wednesday, October 15, 2025. The purpose of this meeting and the Joint Conceptual Workshop Applications referenced herein is to obtain feedback from both bodies before submission and consideration of a formal application. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, September 23, 2025.

Council Members Present

Mayor Shane McFarland
Jami Averwater (also Vice Chair of Planning Commission)
Madelyn Scales Harris
Bill Shacklett
Kirt Wade
Shawn Wright (also Planning Commission Member)

Austin Maxwell was absent and excused from this meeting.

Planning Commission Members Present

Jami Averwater (also Council Member) – Vice Chair, Presiding
Tristan Carroll
Reggie Harris
Bryan Prince
Kelly G. Rollins
Shawn Wright (also Council Member)

Ken Halliburton was absent and excused from this meeting.

City Representatives Present

Darren Gore, City Manager
Adam Tucker, City Attorney
Erin Tucker, City Recorder/Chief Financial Officer
Melanie Joy Peterson, City Clerk
Raven Bozeman, Executive Assistant

Ben Newman, Director of Land Management and Planning
Brad Barbee, Principal Planner
Carolyn Jaco, Administrative Assistant II
Greg McKnight, Executive Director of Development
Holly Smyth, Principal Planner

John Tully, Assistant City Attorney
Katie Noel, Project Engineer
Matthew Blomeley, Assistant Planning Director
Richard Donovan, Principal Planner/ Floodplain Administrator
Valerie Smith, Water Resources Director
Other City Staff

1. Call to Order and 2. Determination of a Quorum. Councilwoman and Vice Chair of Planning Commission Jami Averwater called the meeting to order and determined a quorum of Planning Commission and City Council members were present.

Workshop Items

3a. Swanson Development/SEC, Inc.: 6331 Franklin Road Annexation and Zoning [2025-JCW-01]. Matthew Blomeley, Assistant Planning Director, addressed the City Council and Planning Commission regarding a Joint Conceptual Workshop application for the annexation and zoning of approximately 100 acres located at 6311 Franklin Road to a Planned Residential Development (PRD) District (Property Owner: Swanson Development, c/o Joe Swanson, Jr.).

Mr. Blomeley yielded the floor to Matt Taylor of Site Engineering Consultants (SEC), who presented documents and information outlining the proposed development.

Discussion ensued including topics such as the availability of sewer service, with Council members and City staff noting that the applicant would be responsible for extending sewer infrastructure to the site.

No action was taken.

3b. Swanson Development/SEC, Inc.: Battleground Place Townhomes Rezoning [2025-JCW-02]. Matthew Blomeley, Assistant Planning Director, addressed the City Council and Planning Commission regarding a Joint Conceptual Workshop application to amend approximately 1.5 acres within the Planned Residential Development (PRD) District for Battleground Place Townhomes, located at 1423 R.T. Johnson Boulevard (Property Owner: Judith Ann James).

Mr. Blomeley yielded the floor to Matt Taylor of Site Engineering Consultants (SEC), who presented documents and information outlining the proposed development.

Discussion ensued. Councilman Wright voiced concerns regarding narrow roads throughout the neighborhood. Vice Mayor Shacklett inquired about trash services. Mr. Taylor

stated trash would be privately picked up and would possibly use carts. Mr. Taylor confirmed the development is within the City's sewer allocation variance.

No action was taken.

3c. Service Infill Boundary along Halls Hill Pike. Ben Newman, Director of Land Management and Planning, addressed City Council and the Planning Commission regarding the service infill boundary line along Halls Hill Pike and asked for feedback regarding development.

Discussion ensued. Several Council members expressed their support of developing this area and taking advantage of infrastructure currently in place.

No action was taken.

3d. SEC, Inc.: Annexation and Zoning along Halls Hill Pike (Bryson Cove Development) [2025-JCW-03]. Ben Newman, Director of Land Management and Planning, addressed the City Council and Planning Commission regarding a Joint Conceptual Workshop application for the annexation and zoning of approximately 17.5 acres located at 2318 Halls Hill Pike to a Planned Residential Development (PRD) District (Property Owner: Real Estate Solutions Group, LLC, c/o Lynn Ealey). It was noted that the site lies outside the service infill boundary and is currently designated as a Future Study Area (FSA).

Mr. Newman yielded the floor to Matt Taylor of Site Engineering Consultants (SEC), who presented documents and information outlining the development proposal. Discussion ensued. Vice Chair and Councilwoman Averwater said she feels this proposal is a great opportunity to provide affordable housing and to help with the drainage issue. Sewer allocation is not an issue now but there could be potential issues with future capacity.

No action was taken.

Other Business

Future Meeting. Matthew Blomeley stated that City staff proposes holding the next Joint Conceptual Workshop as an evening session on December 3, 2025, prior to the regularly scheduled Planning Commission meeting. Exact date and time will be determined. Staff will poll Council and Planning Commission members and publish the date and time in the Notice of Meetings.

Future Joint Conceptual Workshop Applicants. John Tully, Assistant City Attorney, clarified that the Joint Conceptual Workshop is not an open forum, but an opportunity for prospective applicants to present development concepts for discussion and feedback from both the Planning Commission and City Council. Interested applicants should contact the Planning Department to submit a Joint Conceptual Workshop Application for inclusion on a future agenda.

4. Adjourn. There being no further business, Councilwoman and Vice Chair of Planning Commission Jami Averwater adjourned this special meeting for the Planning Commission and City Council at 2:52 p.m.

_____

SHANE MCFARLAND
MAYOR

ATTEST:

_____

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

City of Murfreesboro
City Council – Regular Session

Thursday, October 23, 2025 at 6:00 pm
City Council Chambers
111 West Vine Street, Murfreesboro, TN

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, October 23, 2025. Proper notice of this meeting was published in the *Murfreesboro Post* on Tuesday, September 23, 2025.

Council Members Present

Vice Mayor Bill Shacklett – Presiding
Jami Averwater
Madelyn Scales Harris
Kirt Wade
Shawn Wright

Mayor Shane McFarland and Austin Maxwell were absent and excused from this meeting.

City Staff Attendance

Darren Gore, City Manager
Adam Tucker, City Attorney
Erin Tucker, City Recorder/ Chief Financial Officer
Raven Bozeman, Executive Assistant

Ben Newman, Director of Land Management and Planning
Jessica Cline, Community Development Assistant Director
Kevin Jones, Building and Codes Director
Mark McCluskey, Fire Chief
Matthew Blomeley, Assistant Planning Director
Michael Bowen, Chief of Police
Mike Browning, Public Information Officer
Robert Holtz, Community Development Director
Valerie Smith, Water Resources Director
Other City Staff

Prayer and Pledge of Allegiance

Vice Mayor Shacklett called the meeting to order. Councilman Wade commenced the meeting with a prayer followed by the Pledge of Allegiance.

Consent Agenda

The Consent Agenda was presented for approval with Council Communications and corresponding documents for the following items:

1. **Housing Rehabilitation 923 Harrison Ave Change Order No. 1 (Community Development)**
2. **Housing Rehabilitation 2227 Haven Dr. Change Order No. 2 (Community Development)**
3. **Old Fort Park Ballfield & Parking Renovations Change Order No. 3 (Facilities)**
4. **Mandatory Referral for Dedication of Utility Easement(s) along Central Valley Road (Planning)**
5. **Asphalt and Concrete Purchase Report (Street)**

Councilwoman Averwater made a motion to approve the Consent Agenda. Councilman Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

Old Business

Land Use Matters

6. Ordinance 25-OZ-29 Rezoning property along Franklin Road (2nd and Final Reading) (Planning). The ordinance titled, "ORDINANCE 25-OZ-29 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 14.9 acres located along Franklin Road from Planned Unit Development (PUD) District (Kingdom Ridge PUD) to Planned Commercial Development (PCD) District (Kingdom Ridge Commercial PCD); Swanson Development, LP, applicant, [2025-412]" which passed its first reading on October 2, 2025, was offered for passage on second and final reading.

Councilman Wright made a motion to approve Ordinance 25-OZ-29 on second and final reading. Councilwoman Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

7. Ordinance 25-OZ-31 Zoning property along John R Rice Boulevard and Spike Trail (2nd and Final Reading) (Planning). The ordinance titled, "ORDINANCE 25-OZ-31 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 2.42 acres along John R. Rice Boulevard and Spike Trail as Planned Commercial Development (PCD) District & Gateway Design Overlay One (GDO-1) District, simultaneous with annexation and to rezone

approximately 0.07 acres from Highway Commercial (CH) District and Gateway Design Overlay One (GDO-1) District to Planned Commercial Development (PCD) District and Gateway Design Overlay One (GDO-1) District, (Mazda Office for Off-Site Storage PCD); Chad Custer, applicant [2025-408]" which passed its first reading on October 2, 2025, was offered for passage on second and final reading.

Councilman Wade made a motion to approve Ordinance 25-OZ-31 on second and final reading. Councilwoman Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

New Business

Resolution

8. Resolution 25-R-31 Project Keystone Broad Street Redevelopment (Administration). Darren Gore, City Manager, presented a Council Communication requesting Council approve a resolution for the Broad Street Redevelopment ("Keystone") Project Agreements. The resolution titled, "RESOLUTION 25-R-31 regarding the Amended and Restated Economic Impact Plan, Development Agreement, and Sale Agreements for the Project Keystone Development Area" was offered for passage on its first and only reading.

Councilman Wade made a motion to approve Resolution 25-R-31. Councilwoman Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

Ordinance

9. Ordinance 25-O-33 Amending City Code Chapter 15, Gas (1st Reading) (Building & Codes) Kevin Jones, Director of Building and Codes, presented a Council Communication to amend the City Code regarding dissolving the Board of Gas Examiners and updating gas license requirements. The ordinance titled, "ORDINANCE 25-O-33 amending the Murfreesboro City Code, Chapter 15, Gas, abolishing the Board of Gas Examiners and revising gas contractor licensure requirements" was offered for passage on first reading.

Councilwoman Averwater made a motion to approve Ordinance 25-O-33 on first reading. Councilman Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

Land Use Matters

On Motion

10. FY26 Tennessee Housing Development Agency Emergency Solutions Grant (Community Development). Jessica Cline, Assistant Director of Community Development, presented a Council Communication requesting Council approval of the Tennessee Housing Development Agency (THDA) Emergency Solutions Grant (ESG) for homelessness assistance grant award. There is no expenditure, and funding provides $125,000 for grant award activities and $9,375 for administrative expense.

Councilwoman Scales Harris made a motion to approve the FY26 THDA Emergency Solutions Grant. Councilman Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

11. Project Spring Outside City Development Agreement (Water Resources). Valerie Smith, Director of Water Resources, presented a Council Communication requesting approval of an outside-City development agreement for Project Spring, located at 8808 Manchester Highway (approximately 171 acres), to receive City sewer service as an outside-City customer. Long Range Owner, LLC/ Barrett Firearms Manufacturing, Inc. will be responsible for paying sewer connection fees and special sanitary sewer assessment district fees, based on a single-family unit equivalent of 260 gallons per day. Barrett Firearms Manufacturing, Inc., was added to the agreement after the original Agenda submittal and was provided to Council at this meeting for consideration.

Councilman Wright made a motion to approve the Project Spring Outside City Development Agreement, as corrected to include Barrett Firearms Manufacturing, Inc.

Councilwoman Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

12. Statewide School Resource Officer Program Grant Contract (Police). Michael Bowen, Chief of Police, presented a Council Communication requesting Council approval of a Statewide School Resource Officer (SRO) Program Grant Contract. The SRO grant provides funding to local law enforcement entities to place one full-time, POST-certified SRO in each K-12 public school and public charter school in Tennessee. Total State award is $1,050,000 which will be used to offset the FY26 salaries and benefits of 14 SROs assigned to qualifying schools.

Councilman Wade made a motion to approve the Statewide School Resource Officer Program Grant Contract. Councilman Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

13. Agreement for Prisoner Processing (Police). Michael Bowen, Chief of Police, presented a Council Communication requesting Council approval of a second amendment agreement with Rutherford County Sheriff's Office (RCSO) for prisoner processing. The RCSO has been processing and booking prisoners arrested by Murfreesboro Police Department (MPD) for many years. The MPD current contract will expire on December 31, 2025. Both parties have mutually agreed to extend the contract through December 31, 2028. The annual expense of $25,000 is funded by the department's FY26 operating budget. Future years will be budgeted accordingly.

Councilwoman Scales Harris made a motion to approve the Second Amendment to the RCSO for Prisoner Processing Agreement. Councilman Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

14. Purchase of Police Vehicles from Ford of Murfreesboro (Police). Michael Bowen, Chief of Police, presented a Council Communication requesting Council approval for the purchase of fourteen new police vehicles from and agreement with TT of F. Murfreesboro, Inc. (dba Ford of Murfreesboro). The cost of this purchase, $628,264, is included in the department's FY26 Operating Budget.

Councilwoman Scales Harris made a motion to approve the purchase from and agreement with TT of F. Murfreesboro, Inc. (dba Ford of Murfreesboro). Councilman Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

15. COPS Hiring Program Grant Award Acceptance (Police). Michael Bowen, Chief of Police, presented a Council Communication requesting Council approval of Community Oriented Policing Services (COPS) Hiring Program Grant Award from the Department Office of Justice (DOJ). This is a five-year program with a total federal award of $2,125,000 for the purpose of hiring 17 new police officers in FY27. The City will be required to match 48.16%, or $1,974,380, which will be met through officer salaries and benefits. The income, expenses and the additional personnel will be included in the department's FY27 budget requests. Grant revenues and expenditures for MPD will increase by the grant amount each year of the grant term beginning in FY27, as outlined in the project budget summary.

Councilman Wright made a motion to approve the COPS Hiring Program Grant Award. Councilman Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

16. Planning Department Organizational and Operational Assessment Consulting Contract (Administration). Darren Gore, City Manager, presented a Council Communication requesting Council approve a consulting contract with Thrivence, LLC for the organizational and operational assessment of the Planning Department. The expense of these consulting services,

or a lump sum of $95,000, will be funded from the Unforeseen Contingency Account and applied to the Planning Department's operational budget.

Councilwoman Averwater made a motion to approve the Consulting Contract with Thrivence, LLC. Councilwoman Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

Board and Commission Appointments

17. Gateway Commission (Administration). Vice Mayor Shacklett presented a Council Communication on behalf of Mayor McFarland regarding the appointment of a member to the Gateway Commission. The appointment fills the vacancy left by Kathy Nobles, whose term expired on October 1, 2025, for a three-year term.

Member	**Term Expiration**
Steve Dotson	October 1, 2028

NOTE: The Council Communication contained editorial errors, incorrectly stating that the vacancy was left by Misty Lavender Foy and that Mr. Dotson's term would expire on October 1, 2029.

Councilwoman Averwater made a motion to approve the Gateway Commission appointment. Councilman Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

Licensing

18. Beer Permits (Finance). Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council Communication regarding Beer Permits. The following were offered for approval:

Special Event Beer Permits

Name of Applicant	**Date of Event**	**Type of Event**	**Location of Event**
The City Schools Foundation	October 24, 2025	Pickleball Tournament Fundraiser	925 Golf Lane
The City Schools Foundation	October 25, 2025	Pickleball Tournament Fundraiser	925 Golf Lane

The applicant met requirements for the Beer Permits and was recommended for approval.

Councilman Wright made a motion to approve the Beer Permits. Councilman Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

Payment of Statements

Erin Tucker, City Recorder/ Chief Financial Officer, stated there was one statement to consider payable to the Rutherford County Circuit Court Clerk in the amount of $350,000, related to a condemnation settlement.

Councilman Wade made a motion to approve the payment of statement. Councilman Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

Other Business

Parking Lot Lease Amendment with United Parcel Service, Inc., 902 Industrial Drive (Administration). Darren Gore, City Manager, presented a Council Communication and documents regarding amending the current parking lot lease to extend the lease term with United Parcel Service, Inc. (UPS) through November 2030. The lease provides for $1,000 per month payment to the City.

Councilman Wade made a motion to approve the Parking Lot Lease Amendment with United Parcel Service, Inc. Councilman Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

Public Comment on Actionable Agenda Items. Erin Tucker, City Recorder/ Chief Financial Officer indicated no one had registered to speak for public comment.

Future Meetings. Darren Gore, City Manager, announced Council will not meet on Thursday, October 30, 2025. The next meeting scheduled is Thursday, November 6, 2025.

Upcoming Events. Councilman Wright informed staff and Council of upcoming events throughout the City: Battle of the Boro, Wine Around the Square, and Trick or Treating around the Historic Rutherford County Square.

Adjourn

There being no further business, Vice Mayor Shacklett adjourned this meeting at 6:17 p.m.

_____
BILL SHACKLETT
VICE MAYOR

ATTEST:

_____
ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

May 19, 2016

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Council Chambers at City Hall at 4:00 p.m. on Thursday, May 19, 2016, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington

Vice-Mayor Doug Young was absent and excused from this meeting.

The following representatives of the City were also present:

Robert J. Lyons, City Manager
James Crumley, Assistant City Manager
Jennifer Moody, Assistant City Manager
David Ives, City Attorney
Craig Tindall, City Attorney
Melissa Wright, City Recorder/Finance Director
Erin Tucker, Assistant Finance Director
Ana Maria Stovall, Reports & Compliance Manager
Georgia A. Meshotto, Administrative Assistant
City Council/City Recorder

The City Manager gave an overview of the Fiscal Year 2016 Budget. The Council then took under review and discussion the following funds and departments: Fire & Rescue, Outside Agencies, Evergreen Cemetery, City Schools, Fleet Services, Parks & Recreation, Police, Drug Fund, Solid Waste, Community Development, Mayor & Council, City Manager's Office, Finance & Tax, Purchasing, General Government Buildings, Communications, Legal, Risk Management, Judicial, Human Resources, and Health Insurance. Department Heads and staff highlighted the current year's activities and proposed goals for the next fiscal year and answered questions from the Council. City Schools made a separate request from the General Purpose Budget with a Capital Outlay request of $673,344 to address immediate needs in the schools. A sub-budget for red light camera revenues and expenditures is being created to fund education, billboards, motorcycles and an aggressive driving campaign. Solid Waste is to consider a pilot program for curbside recycling of corrugated, sorted office paper, plastics 1 & 2….no glass. A proposed medical premium increase of 4% is recommended for the calendar year 2017 with no major changes on overall coverage or level of cost sharing. The budget includes a 2% across-the-board increase as well as a 2% adjustment to the minimum and maximum pay ranges. This concluded the budget review for this meeting.

There being no further business, Mayor McFarland adjourned this meeting at 6:30 p.m.

_____
SHANE MCFARLAND
MAYOR

ATTEST:

_____
ERIN TUCKER
CITY RECORDER/CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

March 8, 2018

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Council Chambers at City Hall at 6:55 p.m. on Thursday, March 8, 2018, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Kirt Wade

The following representatives of the City were also present:

James Crumley, Interim City Manager
Jennifer Moody, Assistant City Manager
Melissa Wright, City Recorder/
Finance Director/City Treasurer
David Ives, Assistant City Attorney
Georgia A. Meshotto, Administrative Assistant
City Council/City Recorder

Mayor McFarland announced that this special meeting is being held to hear from the citizens of Murfreesboro. He reviewed the procedures for speaking and invited those present to step up to the podium.

There was no one present who wanted to speak.

There being no further business, Mayor McFarland adjourned this meeting at 6:57 p.m.

_____
SHANE MCFARLAND
MAYOR

ATTEST:

_____
ERIN TUCKER
CITY RECORDER/CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title:	Ordinance 25-O-33 Amending Chapter 15 of the Murfreesboro City Code [Second and Final Reading]
Department:	Building & Codes
Presented by:	Kevin Jones, Director of Building & Codes

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Consider second and final reading of Ordinance 25-O-33 Abolishing Gas Board.

Staff Recommendation

Approve Ordinance 25-O-33 to dissolve the Board of Gas Examiners and update gas license requirements.

Background Information

The Board of Gas Examiners originated in 1999 to oversee the licensing and regulation of those engaged in installing, replacing, or repairing gas piping, venting, appliances or equipment. Unlike the Electric License Ordinance, the Gas License laws are overridden by state licensing laws meaning that you can still perform work in the city without a city specific gas license. As licensing laws and business practices have changed throughout the years there is not much benefit for holding only a city license anymore. The Board of Gas Examiners have not met since 2013. All Board members' terms are expired, licensing revenues have dropped significantly, and only 4 companies hold an active license.

Council Priorities Served

Improve economic development

Revising local ordinances to align with adopted state laws prevents confusion for license holders and staff while improving the time and efficiency for permitting.

Operational Issues

No operational issues are expected. Staff will continue to issue permits under the current state licensing guidelines for gas work. All current city license holders will be required to comply with these license requirements once their current city gas license expires.

Attachments

Ordinance 25-O-33

Docusign Envelope ID: 33F50E1A-340F-4727-95FE-A198AEF24CD7

ORDINANCE 25-O-33 amending the Murfreesboro City Code, Chapter 15, Gas, abolishing the Board of Gas Examiners and revising gas contractor licensure requirements.

WHEREAS, pursuant to Tennessee Code Annotated, §62-6-111, Gas Contractor Licensure is governed by State Law; and

WHEREAS, the City's Gas Contractor Licensure requirements are voluntary for any person licensed as a Contractor by the State of Tennessee with a CMC Classification; and

WHEREAS, revenues from City Gas Licenses have consistently declined in the last eight years; and

WHEREAS, abolishing the City Gas Licensure requirements would only impact four license holders which do not have a contractor's license issued by the State of Tennessee with a CMC Classification.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. Chapter 15, Gas, Article II. Board of Gas Examiners, of the Murfreesboro City Code is hereby amended by revising the title to read:

ARTICLE II. GAS CONTRACTOR LICENSURE.

SECTION 2. Chapter 15, Gas, of the Murfreesboro City Code is hereby amended by deleting the following sections related to the Board of Gas Examiners in their entirety and marking them as "Reserved."

- Sections 15-6 through 15-23
- Section 15-25
- Sections 15-27 through 15-37

SECTION 3. Chapter 15, Gas, Section 15-2, International Fuel Gas Code – Amended, of the Murfreesboro City Code is hereby amended by deleting subsections (C) and (D) in their entirety and substituting in lieu thereof the following:

(C) Section 104.4 on inspections is amended by adding the following to the end of this section: "Inspection of a gas equipment or appliance change out with like equipment or appliance having the same input BTU rating that is performed by a gas contractor licensed as a Contractor by the State of Tennessee with a CMC Classification is not required."

(D) Section 106.2 on work exempt from permits is hereby amended by adding two exemptions that shall read as follows:

"3. Replacement of any like gas appliance or equipment with the same input BTU rating when work is performed by a gas contractor licensed as a Contractor by the State of Tennessee with a CMC Classification.

4. Emergency repairs may be performed at night, or weekends and holidays, and during a natural disaster without first obtaining a permit. However, a permit must be obtained within the next two working days, unless the type of work performed is exempt from permits."

SECTION 4. Chapter 15, Gas, Section 15-5, Penalty, of the Murfreesboro City Code, is hereby amended by revising the following Code references:

Docusign Envelope ID: 33F50E1A-340F-4727-95FE-A198AEF24CD7

- Change reference to “Code § 15-3” to “Code § 15-2”
- Change reference to “Code § 15-2” to “Code § 15-1”

SECTION 5. Chapter 15, Gas, Section 15-24, License required; exceptions, of the Murfreesboro City Code is hereby amended by deleting the section in its entirety and substituting in lieu thereof the following:

Section 15-24 License required; exceptions.

(A) No person, firm, limited liability company, or corporation shall engage in installing, replacing, repairing gas piping, venting, appliances, or equipment in the City or holds themselves out as being in the business of installing, replacing, repairing gas piping, venting, appliances, or equipment in the City unless such person is licensed by the State of Tennessee as a Limited Licensed Plumber, or as a Contractor with a CMC Classification; or in the case of a firm, limited liability company, or corporation, unless it is owned or operated by, or has in its regular employment, a person who has received a gas license of the appropriate class and a certificate therefor.

(B) *Exceptions.* A homeowner performing work to a single-family residence in which the homeowner resides is not required to obtain a license. However, the homeowner is required to abide by all other ordinances, codes, and regulations of the City pertaining to the installation or replacement of gas piping, venting, appliances, or equipment.

SECTION 6. Chapter 15, Gas, Section 15-26, Appropriate license prerequisite to doing work; exceptions, of the Murfreesboro City Code is hereby amended by deleting first paragraph in its entirety and substituting in lieu thereof the following:

> Where any gas work is being performed, it shall be supervised by the license holder or by a registered journeyman gas installer employed by the holder of a Limited Licensed Plumber license or a Contractor license from the State of Tennessee with a CMC classification, and no person shall in any manner undertake to execute any work of installing, maintaining, altering, replacing, or repairing any gas piping, venting, appliances, or equipment unless such person is licensed by the State of Tennessee as a Limited Licensed Plumber or as a Contractor with a CMC classification, provided that no license shall be required in order to execute any of the following classes of work:

SECTION 7. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker
43A2035E51F9401...

_____
Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 11/06/25

Item Title: Schools FY26 Budget Amendment No. 3

Department: City Schools

Presented by: Trey Duke, Director

Requested Council Action:

Ordinance	☐
Resolution	☒
Motion	☐
Direction	☐
Information	☐

Summary

Consider schools budget amendment No. 3 to the FY26 Federal Projects and General-Purpose fund.

Staff Recommendation

Approve Resolution 25-R-30 amending the FY26 Federal Projects and General-Purpose fund as presented.

Background Information

On October 14th, the Murfreesboro City School Board approved the Preschool Access for All Network grant for $40,000.

- This grant focuses on empowering districts to increase opportunities for children aged 3-5 by expanding developmentally appropriate environments and high-quality instruction. This grant will purchase classroom items, cover the costs of substitute teachers to allow our Pre-K teachers to attend professional development, and provide stipends for the teachers who attend professional development outside of contract hours.

On October 28th, the Murfreesboro City School Board approved the following amendments to recognize new revenue, donations, and interfund transfers.

- MCS was awarded additional state TISA revenue after the FY26 budget was approved. This amendment recognizes a portion of this new revenue and corresponding expenditures in the Finance budget category.
- MCS is recognizing additional revenue of $248,900 to local option sales tax and $30,000 of TISA On-Behalf Payments to meet TN Department of Education Maintenance of Effort standards and align with their guidance for current and future budgeting cycles.
- The City Schools Foundation has awarded the district a total of $10,675 in donations for Fiscal Year 2026. Funds will be used for supplemental instructional materials and the robotics program.
- In FY25, MCS was awarded $10,000 by Conference USA and $8,250 from various donors for our McKinney-Vento program. This amendment recognize unspent funds from both donations that were rolled into fund balance to close

out the FY25 budget. The district would like to reallocate these funds to be used for the purpose for which they were donated.

- MCS is requesting approval to transfer $17,000 from the Board of Education budget category to the Support – Health Services category to better align the expenditure with the appropriate budget classification. The funds, previously approved in the FY26 budget, will support purchases that reflect the district's commitment to employee health and enrichment and are now identified for use under Health Services.

Council Priorities Served

Responsible budgeting

Presenting budget amendments ensures compliance with state law, School Board policy, and City Council policy.

Fiscal Impact

Recognition of new revenue in the amount of $365,890 an interfund transfer of $17,000 with corresponding expenditures. The recognition of previous donations for Conference USA and Mckinney-Vento program will reduce fund balance by $18,191.

Attachments

1. Resolution 25-R-30
2. Exhibit A: MCS Budget Amendment No. 3

Docusign Envelope ID: D7E64516-67B7-4647-886C-71341651A053

RESOLUTION 25-R-30 amending the Fiscal Year 2026 (hereafter "FY2026") Murfreesboro City Schools Budget (3rd Amendment).

WHEREAS, the City Council adopted Resolution 25-R-08 on June 5, 2025 to implement the FY2026 Murfreesboro City Schools Budget; and

WHEREAS, it is now desirable and appropriate to adjust and modify the FY2026 Murfreesboro City Schools Budget by this Resolution to incorporate expenditure decisions made by the Murfreesboro City School Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. The FY2026 Murfreesboro City Schools Budget as adopted by the City Council is hereby revised as shown on attached Exhibit A.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker
43A2035E51F9401...

_____
Adam F. Tucker
City Attorney

Docusign Envelope ID: D7E64516-67B7-4647-886C-71341651A053

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SEE NEXT PAGE(S) FOR EXHIBIT(S)

Murfreesboro City Schools Budget Amendment

BOE Approval 10-14-25

Schools Federal Projects Fund 142 Exhibit A to resolution NO. 25-R-30
Fiscal Year 2025-2026

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Revenues			
Preschool Access for All Network		40,000	40,000
Total Increase in Revenues	$ -	$ 40,000	$ 40,000
Expenditures			
Preschool Access for All Network			
Certified Substitute Teachers		4,711	4,711
Social Security		300	300
Medicare		70	70
Instructional Supplies & Materials		10,000	10,000
Other Supplies & Materials		10,000	10,000
Other Salaries & Wages		11,000	11,000
Social Security		680	680
State Retirement		880	880
Medicare		159	159
In Service/Staff Development		2,200	2,200
Total Increase in Expenditures	$ -	$ 40,000	$ 40,000

CHANGE IN FUND BALANCE (CASH) -

MCS has been awarded the Preschool Access for All Network grant. This grant focuses on empowering districts to increase opportunities for children ages 3-5 while increasing developmentally appropriate environments and high-quality instruction. This grant will purchase items for classrooms such as fine motor materials, sensory items, art supplies, dress up clothes as well as items for calm corners such as bean bags, kid size furniture and adaptive seating. This grant will also provide substitutes for teachers to attend professional development and to observe other classrooms. The teachers will receive a stipend for attending AALN professional developemnt outside of contract hours.

Murfreesboro City Schools Budget Amendment

BOE Approval 10/28/2025

General Purpose Schools Fund 141
Fiscal Year 2025-26

Exhibit A to Resolution 25-R-30

Account Description		BUDGET AS PASSED OR PREV AMENDED		AMENDED BUDGET		AMENDMENT INCREASE (DECREASE)
Revenues						
TISA	$	65,850,725	$	65,887,040	$	36,315
Total Increase in Revenues	$	65,850,725	$	65,887,040	$	36,315
Expenditures						
Accountants/Bookkeepers	$	277,515	$	297,515	$	20,000
Social Security		36,950	$	38,190		1,240
State Retirement		72,525	$	74,960		2,435
Life Insurance		1,600	$	1,650		50
Medical Insurance		123,525	$	135,525		12,000
Dental Insurance		3,000	$	3,300		300
Medicare		8,645	$	8,935		290
Total Increase in Expenditures	$	523,760	$	560,075	$	36,315

CHANGE IN FUND BALANCE (CASH) -

MCS was awarded more TISA funding after the FY26 budget was approved. Some of this new revenue will be used to fund an additional Payroll Assistant/Staff Accountant within the Finance Department.

Murfreesboro City Schools Budget Amendment

BOE Approval 10/28/2025

General Purpose Schools Fund 141

Fiscal Year 2025-26

Exhibit A to Resolution 25-R-30

Account Description		BUDGET AS PASSED OR PREV AMENDED		AMENDED BUDGET		AMENDMENT INCREASE (DECREASE)
Revenues						
Local Option Sales Tax	$	17,640,000	$	17,888,900	$	248,900
TISA On-behalf Payments		-		30,000		30,000
Total Increase in Revenues	$	17,640,000	$	17,918,900	$	278,900
Expenditures						
TISA On-behalf Payments	$	-	$	30,000	$	30,000
Other Contracted Services		122,415		299,950		177,535
Staff Development/In-Service		4,000		5500.0		1,500
Other Capital Outlay		0		69,865		69,865
Total Increase in Expendit	$	126,415	$	405,315	$	278,900

CHANGE IN FUND BALANCE (CASH) -

This amendment is recognizing new revenue for the FY26 budget to meet maintenance of effort and assign TISA On-Behalf Payments to align with the state's guidance. This will cover expenditures for capital outlay, support and sped departments.

Murfreesboro City Schools Budget Amendment

BOE Approval 10/28/2025

General Purpose Schools Fund 141
Fiscal Year 2025-26

Exhibit A to Resolution 25-R-30

Account Description		BUDGET AS PASSED OR PREV AMENDED		AMENDED BUDGET		AMENDMENT INCREASE (DECREASE)
Revenues						
Donations and Gifts		80,000		90,675		10,675
Total Increase in Revenues	$	80,000	$	90,675	$	10,675
Expenditures						
Instruction Supplies and Materials	$	1,793,820	$	1,795,519	$	1,699
Instruction Other Charges		64,275		69,275		5,000
Sped Other Charges		0		3,976		3,976
Total Increase in Expenditures	$	1,858,095	$	1,868,770	$	10,675

CHANGE IN FUND BALANCE (CASH) -

The City Schools Foundation has awarded the district $10,675 for Instruction and Sped departments. The Instruction department received $6,699 for the Phonics program and Robotics competition supplies and fees. The Sped department will use the funds for cart supplies to assist each school.

Murfreesboro City Schools Budget Amendment

BOE Approval 10/28/2025

General Purpose Schools Fund 141

Fiscal Year 2025-26

Exhibit A to Resolution 25-R-30

Account Description		BUDGET AS PASSED OR PREV AMENDED		AMENDED BUDGET		AMENDMENT INCREASE (DECREASE)
Revenues						
Unassigned Fund Balance						(18,191)
Total Increase in Revenues	$	-	$	-	$	(18,191)
Expenditures						
Other Charges	$	64,275	$	74,275	$	10,000
Other Charges		5,000		13,191		8,191
Total Increase in Expenditures	$	69,275	$	87,466	$	18,191
CHANGE IN FUND BALANCE (CASH)						(18,191)

MCS received $10,000 in FY25 for Conference USA donations and it is going to be used in FY26 for Honor Band, Music Festival and Music Equipment repairs. In FY25, MCS received $8,250 from various donors, but the district only used $59 in FY25. So, this is to reallocate the funds for FY26 other charges. This money was rolled into fund balance for FY25 at the year end and now it will be reallocated and it will reduce fund balance by $18,191.

Murfreesboro City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY2026 General Purpose Fund 141 BOE Approval 10/28/25 25-R-30

Description	Increase	Decrease
OTHER CHARGES	-	17,000
OTHER CHARGES	17,000	-
Total	$ 17,000	$ 17,000

Explanation: To transfer $17,000 in previously approved funds from Board of Education account 72310 to Health Services account 72120.

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: Resolution 25-R-23 Authorizing Application for Violent Crime Intervention Fund Zip Code Grant

Department: Public Safety: Murfreesboro Police Department

Presented by: Karen Lampert, Grants Manager

Requested Council Action:

Ordinance	☐
Resolution	☒
Motion	☐
Direction	☐
Information	☐

Summary

Consider passing the resolution authorizing the filing of MPD's VCIF Zip Code Grant application.

Staff Recommendation

Approve Resolution 25-R-23

Background Information

MPD is receiving $1.5 million formula funded allocation from the State of Tennessee through Violent Crime Intervention Fund (VCIF) Zip Code Grant under the Office of Criminal Justice Program (OCJP). The purpose of the VCIF grant program is to provide support to eligible local law enforcement agencies to develop and implement proven public safety strategies to combat violent crime. Receipt of funds is through an approved application process, which requires authorization from the municipalities governing body. Funds will be dispersed by OCJP by December 31, 2025.

Council Priorities Served

Maintain public safety

Continue to make Murfreesboro a safe place to live, work and visit.

Fiscal Impact:

None

Attachments:

Resolution 25-R-23

Docusign Envelope ID: C5A4BE9A-1CF2-4953-BFC0-BB8C118EA526

RESOLUTION 25-R-32 authorizing application for the Tennessee Violent Crime Intervention Fund (VCIF) Zip Code Grant.

WHEREAS, the Tennessee Violent Crime Intervention Zip Code Grant was established to provide support to eligible local law enforcement agencies to develop and implement proven public safety strategies to combat violent crime; and,

WHEREAS, the Tennessee Violent Crime Intervention Fund Zip Code Grant require that the applicant's governing body, City Council, to duly adopt or pass as an official act a resolution authorizing the filing of the application for the grant, including all understandings and assurances contained therein; and,

WHEREAS, the applicant's governing body must also direct and authorize the applicant's chief executive officer to act in connection with the application and to provide such additional information as required to apply for the Tennessee Violent Crime Intervention Fund Zip Code Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. The City of Murfreesboro authorizes the filing of the application for the Tennessee Violent Crime Intervention Fund Zip Code Grant, including all understandings and assurances contained therein.

SECTION 2. The City of Murfreesboro hereby authorizes Karen Lampert, City of Murfreesboro Grant Manager, as the Applicant Submitter and authorizes Chief Michael Bowen and Mayor Shane McFarland to serve as "Authorized Representatives" on behalf of the City of Murfreesboro, for the Tennessee Violent Crime Intervention Fund Zip Code Grant for open and future grant awards.

SECTION 3. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker
43A2035E51F9401...

_____
Erin Tucker
City Recorder

_____
Adam F. Tucker
City Attorney

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: Plan of Services, Annexation, and Zoning for property along Old Salem Road
[Public Hearings Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☒
Motion	☐
Direction	☐
Information	☐

Summary

Consider annexation of approximately 22.5 acres along both the north and south sides of Old Salem Road and zoning of approximately 19.26 acres located along the south side of Old Salem Road.

Staff Recommendation

Conduct a public hearing and approve the Plan of Services and annexation.

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the plan of services, annexation, and the zoning request on September 3, 2025.

Background Information

Randal and Debra Robinson and the City of Murfreesboro initiated petitions of annexation [2025-504] for approximately 22.5 acres located along the north and south sides of Old Salem Road. The City developed its plan of services for this area. Additionally, Summit Development, LLC presented to the City a zoning application [2025-415] for approximately 19.26 acres located along the south side of Old Salem Road to be zoned PRD (Planned Residential District) simultaneous with annexation. During its regular meeting on September 3, 2025, the Planning Commission conducted public hearings on these matters and then voted to recommend their approval.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of a subdivision with both single-family residential detached and single-family residential attached dwellings.

Attachments:

1. Resolution 25-R-PSA-34
2. Ordinance 25-OZ-34
3. Maps of the area
4. Planning Commission staff comments from the 09/03/2025 meeting
5. Planning Commission minutes from 09/03/2025 meeting
6. Plan of Services
7. Other miscellaneous exhibits

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
SEPTEMBER 3, 2025
PROJECT PLANNER: RICHARD DONOVAN

6.a. Annexation petition and plan of services [2025-504] for approximately 22.5 acres located along Veterans Parkway and Old Salem Road, Randal and Debra Robinson and the City of Murfreesboro applicants.

Randal and Debra Robinson and the City of Murfreesboro Administration Department have submitted petitions requesting annexation of their property into the City of Murfreesboro. The annexation area consists of four parcels: three situated north of Old Salem Road at its intersection with Veterans Parkway, and one located to the south of Old Salem Road east of Veterans Parkway. The three smaller parcels, which are owned by the City, are remnant parcels from the Veterans Parkway roadway construction project. The annexation area also includes approximately 710 linear feet of Old Salem Road right-of-way and 300 linear feet of Veterans Parkway right-of-way. The Rutherford County Highway Commission reviewed and consented to the annexation of the rights-of-way of Veterans Parkway and Old Salem Road at their June 23, 2025 meeting. The parcel owned by the Robinsons has two accessory structures and the three parcels owned by the City of Murfreesboro are vacant. The total annexation study area is approximately 22.5 acres.

The annexation study area includes the following areas:

- Tax Map 115, Parcel 026.00 (19.19 acres)
- Tax Map 115, Parcel 035.00 (0.97 acres)
- Tax Map 115, Parcel 035.01 (0.42 acres)
- Tax Map 115, Parcel 035.02 (0.38 acres)
- Veterans Parkway right-of-way (approx. 0.87 acres)
- Old Salem Road right-of-way (approx. 0.61 acres)

The applicant has submitted a companion zoning application to rezone Parcel 026.00 to a PRD (Planned Residential District; Robinson Bend PRD) designation simultaneous with annexation. This rezoning would permit the 19.19-acre parcel to be developed with fifty-two single-family detached homes and thirty-one single-family attached homes.

The annexation study area is located within the City of Murfreesboro's Urban Growth Boundary. The annexation area is contiguous with the City Limits along its northern and southern boundaries. The Murfreesboro 2035 Comprehensive Plan, Chapter 4: Future Land Use Map identifies a "Service Infill Line'; this line is to help facilitate growth and development in the City in an orderly, planned, and sustainable manner

and to help plan for future City services. This annexation study area is located within the Service Infill area.

Staff has drafted a plan of services, which is included in the agenda packet. It details how and when services can be extended to the property, if annexed. Due to its close proximity to the existing City limits, it will be relatively easy to extend services to the subject property, except for sanitary sewer service. The developer of Parcel 026.00 will need to work with neighboring property owner to the south to extend sanitary sewer to the subject property. The timeline for the gravity sewer to reach the proposed development is currently unknown, and all main line extensions are the financial responsibility of the developer.

Staff Recommendation:

Staff is supportive of the annexation request for the following reasons:

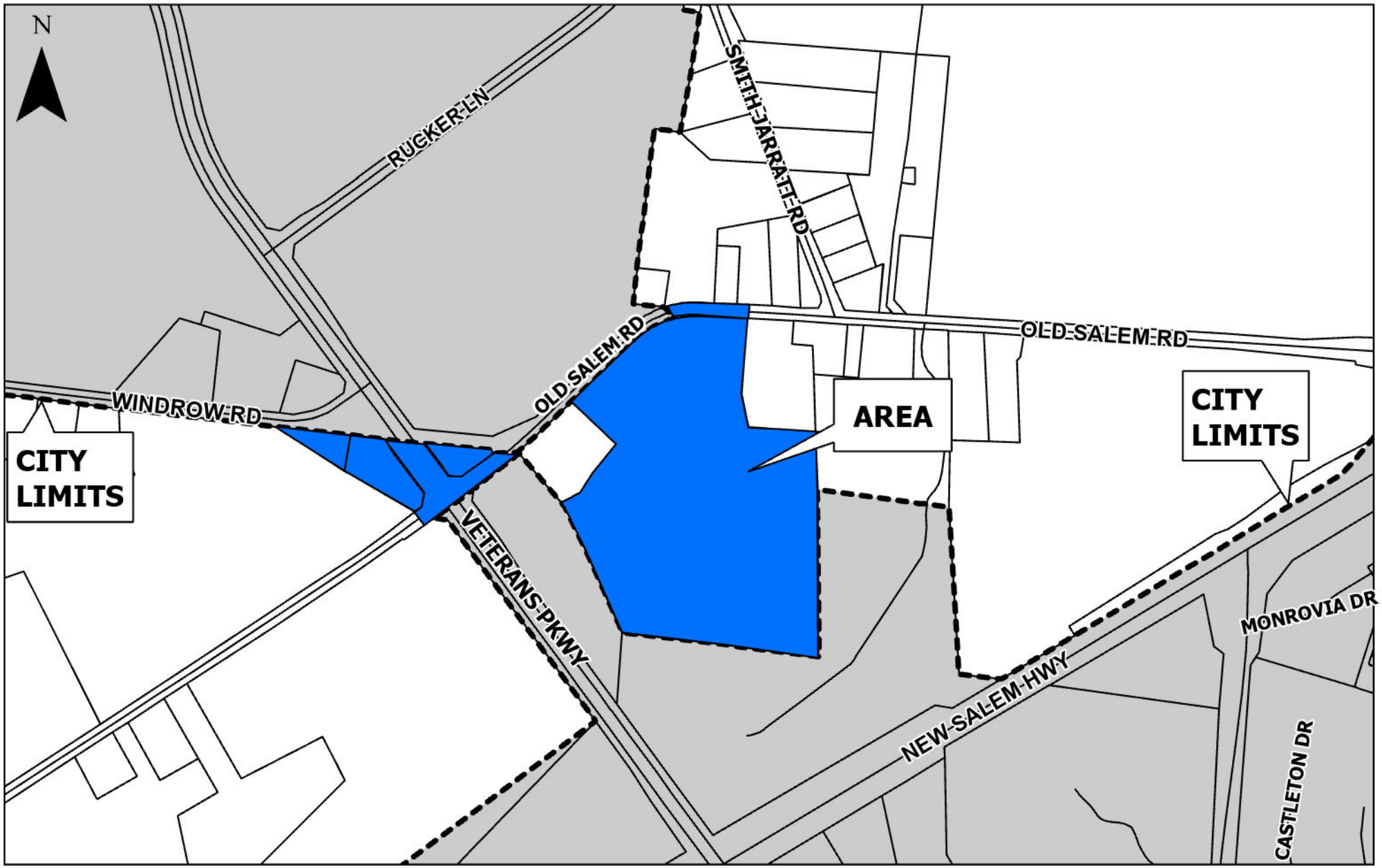
1. The subject property is contiguous with the existing City Limits.
2. It is located within the Urban Growth Boundary and within the Service Infill Area.
3. Services can be extended to the subject property upon annexation.

Action Needed:

The Planning Commission will need to conduct a public hearing on this matter, after which it will need to formulate a recommendation for City Council.

Attachments:

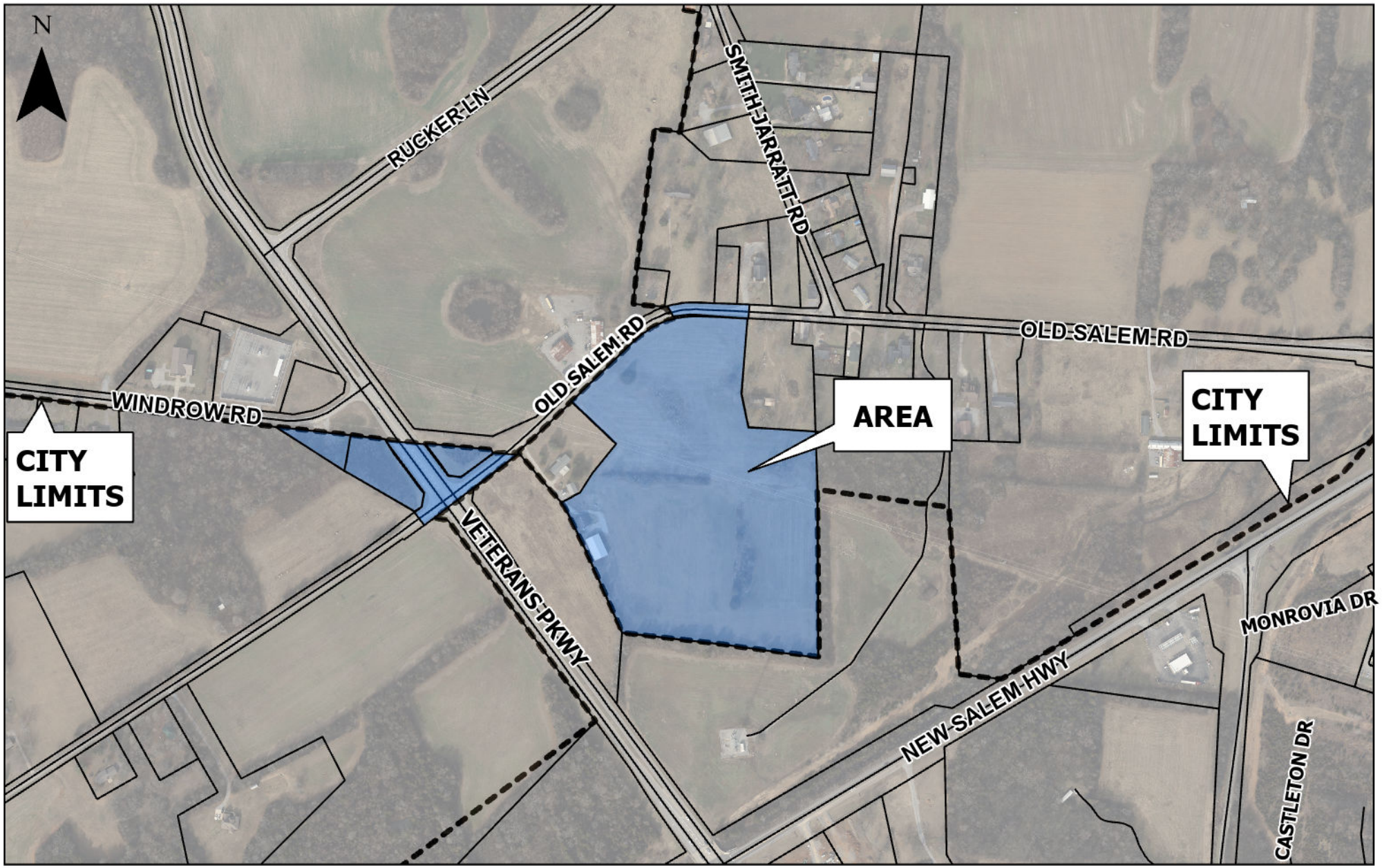
Ortho Map
Non-ortho maps
Annexation Petition
Plan of Services



Annexation request for property along Old Salem Road

0 340 680 1,360 2,040 2,720
US Feet

Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov



City of MURFREESBORO TENNESSEE

Annexation request for property along Old Salem Road

0 340 680 1,360 2,040 2,720 US Feet

Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

dotloop signature verification: dtlp.us/pNfv-s3GT-tYnk

PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

The undersigned is the only owner / are all of the owners of the property identified in the attached legal description (including street address and tax map / parcel number), and hereby petitions the City of Murfreesboro to annex such property into the City.

Signatures must be by owners or those with an appropriate written Power of Attorney from an owner. If the owner is not an individual (eg. corporation, trust, etc.), list the entity's name, the name of the individual signing on behalf of the entity and the status of the individual (eg. president, trustee, partner). If you are signing this Petition based on a Power of Attorney, you must also attach a copy of the Power of Attorney.

1. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Sig Randal Robinson dotloop verified 05/30/25 9:36 AM CDT Q9NV-BPP7-ZGY5-BYQM Status:_____ Date: 05/30/2025

_____
Mailing Address (if not address of property to be annexed)

2. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Sig Debra Robinson dotloop verified 05/30/25 9:37 AM CDT YA3M-OFD6-HVNL-A5MN Status:_____ Date: 05/30/2025

_____
Mailing Address (if not address of property to be annexed)

3. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature:_____ Status:_____ Date:_____

_____
Mailing Address (if not address of property to be annexed)

4. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature:_____ Status:_____ Date:_____

_____
Mailing Address (if not address of property to be annexed)

(Attach additional signature pages if necessary)

Legal Description is attached: _____ Yes

Power of Attorney applies and is attached: _____ Yes _____ No

WRITTEN CONSENT
TO ANNEXATION BY THE CITY OF MURFREESBORO

The undersigned is the only owner / are all of the owners of the property identified in the attached legal description (including street address and tax map / parcel number), and hereby consent(s) to the annexation of such property into the City.

Signatures must be by owners or those with an appropriate written Power of Attorney from an owner. If the owner is not an individual (eg. corporation, trust, etc.), list the entity's name, the name of the individual signing on behalf of the entity and the status of the individual (eg. president, trustee, partner). If you are signing this Petition based on a Power of Attorney, you must also attach a copy of the Power of Attorney.

1. City of Murfreesboro/Sam Huddleston, Asst. City Manager
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: Sam Huddleston Status: Asst. City Manager Date: _____

111 W. Vine St.; Murfreesboro, TN 37130
Mailing Address (if not address of property to be annexed)

2. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: _____ Status: _____ Date: _____

_____
Mailing Address (if not address of property to be annexed)

3. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: _____ Status: _____ Date: _____

_____
Mailing Address (if not address of property to be annexed)

4. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

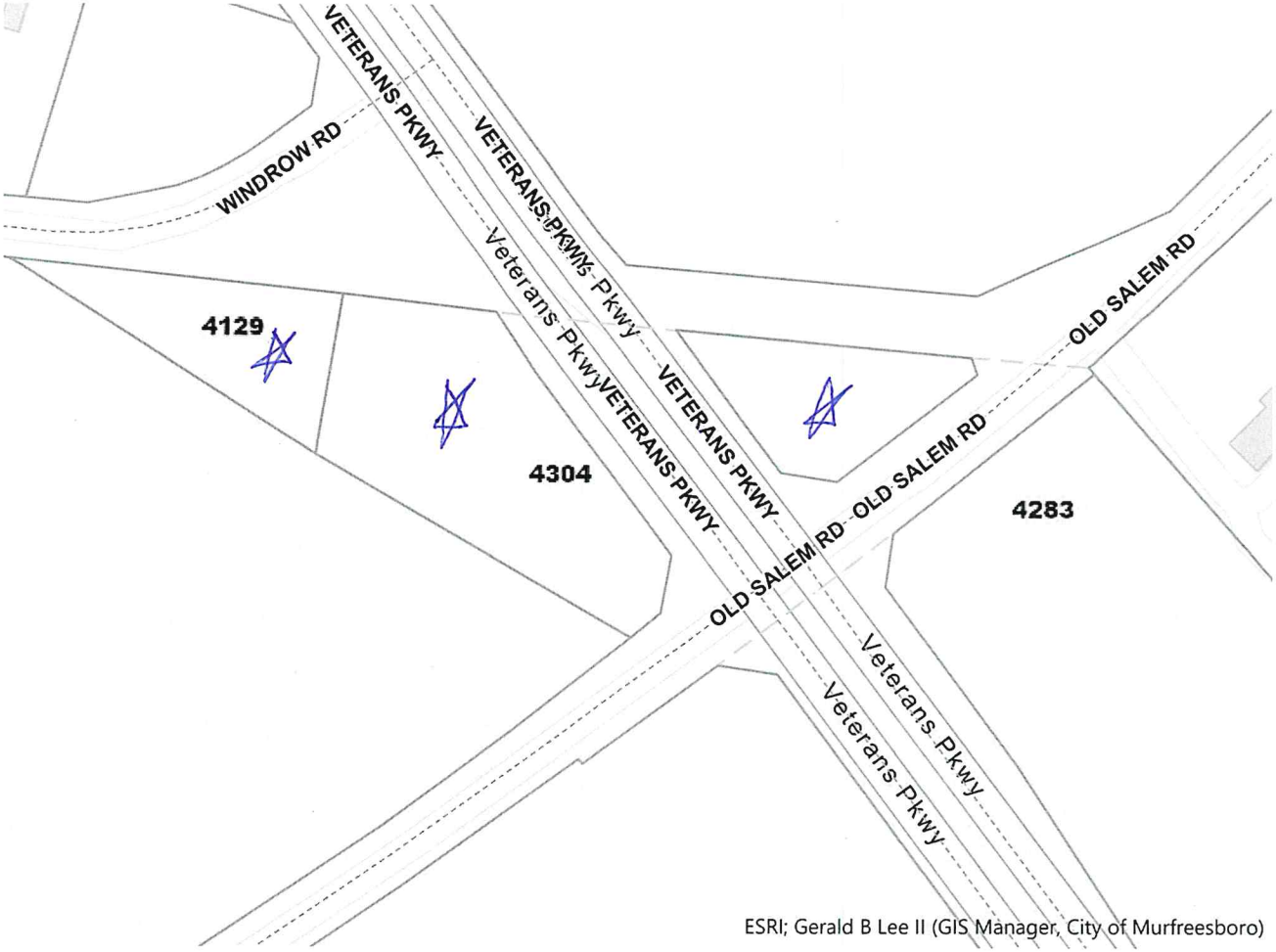
Signature: _____ Status: _____ Date: _____

_____
Mailing Address (if not address of property to be annexed)

(Attach additional signature pages if necessary)

Legal Description is attached: _____ Yes
Power of Attorney applies and is attached: _____ Yes _____ No

1) Tax Map 115, Parcel 35.00 (4304 Veterans Parkway)
2) Tax Map 115, Parcel 35.01 (4129 Windrow Rd.)
3) Tax Map 115, Parcel 35.02 (unaddressed)


WINDROW RD
VETERANS PKWY
VETERANS PKWY
Veterans Pkwy
VETERANS PKWY
VETERANS PKWY
Veterans Pkwy
OLD SALEM RD
OLD SALEM RD
OLD SALEM RD
4129
4304
4283
Veterans Pkwy
Veterans Pkwy
ESRI; Gerald B Lee II (GIS Manager, City of Murfreesboro)

Consent for Annexation of Public Right-of-Way by the City of Murfreesboro

The City of Murfreesboro, Tennessee has initiated an annexation study of public right-of-way as shown on the attached Exhibit, which specifically includes the following roadway segments:

- The segment of Old Salem Road from the eastern property line of 4118 Old Salem Road to the western property line of 4049 Old Salem Road totaling approximately 300 linear feet;
- The segment of Old Salem Road from the western property line of 4304 Veterans Parkway to the eastern property line of 4283 Old Salem Road totaling approximately 410 linear feet;
- The segment of Veterans Parkway from the northern property line of 4283 Old Salem Road to the northern property line of 4304 Veterans Parkway totaling approximately 300 linear feet;

such sections being a portion of the prescriptive/platted rights-of-way for Old Salem Road and Veterans Parkway, respectively, shown in the current Rutherford County Highway Department Road Book. The undersigned, a duly authorized official of Rutherford County, Tennessee, hereby certifies that, at a public meeting held on June 23, 2025 and in furtherance of the requirements set forth in Tenn.Code Ann. § 6-51-1014, the Rutherford County Highway Commission consented to the annexation of the County Right-of-Way by the City of Murfreesboro, Tennessee.

WITNESS MY HAND this 23 day of June 2025.

Greg Brooks

Greg Brooks
Rutherford County Road Superintendent

Sworn to and subscribed before me, a notary public in and for said county and state in Murfreesboro, Tennessee on the 23 day of June, 2025.

Merry R Hickerson

NOTARY PUBLIC

My Commission Expires: 4-15-2028

MERRY R. HICKERSON
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SETPEMBER 3, 2025

6:00 P.M. **CITY HALL**

MEMBERS PRESENT
Ken Halliburton, Chair
Jami Averwater, Vice-Chair
Tristan Carroll
Reggis Harris
Bryan Prince
Kelly G Rollins
Shawn Wright

STAFF PRESENT
Greg McKnight, Exec. Dir. Dev. Services
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Holly Smyth, Principal Planner
Richard Donovan, Principal Planner
Brad Barbee, Principal Planner
Marc Shackelford-Rowell, Planner
Lee Holliman, Project Engineer
Carolyn Jaco, Recording Assistant
John Tully, Assistant City Attorney

1. Call to order.

Chair Ken Halliburton called the meeting to order.

2. Determination of a quorum.

Chair Ken Halliburton determined a quorum was present.

3. Recognition of Kathy Jones for her service on the Planning Commission.

Chair Ken Halliburton recognized former Planning Commission Chair Ms. Kathy Jones with a plaque in honor for her dedicated service as a member of the Planning Commissioner for twenty-seven years.

4. Public Comments.

Chair Ken Halliburton announced that no signed up to speak during the Public Comment portion of the agenda.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SETPEMBER 3, 2025

5. Approve minutes of the August 20, 2025 Planning Commission meeting.

Mr. Shawn Wright moved to approve the minutes of the August 20, 2025 Planning Commission meeting; the motion was seconded by Vice-Chair Jami Averwater and carried in favor by the following vote:

Aye: Jami Averwater
Tristan Carroll
Reggie Harris
Bryan Prince
Kelly G Rollins
Shawn Wright
Ken Halliburton

Nay: None

6. Public Hearings and Recommendations to Council:

Annexation petition and plan of services [2025-504] for approximately 22.5 acres located along Veterans Parkway and Old Salem Road, Randal and Debra Robinson and the City of Murfreesboro applicants. Mr. Richard Donovan presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Mr. Rob Molcan (landscape architect) was in attendance representing the application.

Chair Ken Halliburton opened the public hearing. No one came forward to speak for or against the annexation petition and plan of services; therefore, Chair Ken Halliburton closed the public hearing.

There being no further discussion, Mr. Tristan Carroll made a motion to approve the annexation petition and plan of services subject to all staff comments; the motion was seconded by Mr. Reggie Harris and carried in favor by the following vote:

Aye: Jami Averwater
Tristan Carroll
Reggie Harris
Bryan Prince
Kelly G Rollins
Shawn Wright
Ken Halliburton

Nay: None

Zoning application [2025-415] for approximately 19.26 acres located along Old Salem Road to be zoned PRD (Robinson Bend PRD) simultaneous with annexation, Summit Development, LLC applicant. Mr. Richard Donovan presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Mr. Rob Molchan (landscape architect) was in attendance representing the application. Mr. Rob Molchan gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Ken Halliburton opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Chair Ken Halliburton closed the public hearing.

There being no further discussion, Mr. Shawn Wright made a motion to approve the zoning application subject to all staff comments; the motion was seconded by Vice-Chair Jami Averwater and carried in favor by the following vote:

Docusign Envelope ID: 4BDAE2BA-C71A-41B2-A315-D74CC5B2735C

RESOLUTION 25-R-PSA-34 to adopt a Plan of Services for and to annex approximately 22.5 acres located along Veterans Parkway and Old Salem Road [Tax Map 115, Parcel 026.00 (19.19 acres), Tax Map 115, Parcel 035.00 (0.97 acres), Tax Map 115, Parcel 035.01 (0.42 acres), Tax Map 115, Parcel 035.02 (0.38 acres), Veterans Parkway right-of-way (approx. 0.87 acres), Old Salem Road right-of-way (approx. 0.61 acres)], and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Randal and Debra Robinson and the City of Murfreesboro, applicants [2025-504].

WHEREAS, the Owner(s) of all property within the territory identified on the attached map as the "Area to be Annexed" have either petitioned for annexation or given written consent to the annexation of such territory; and

WHEREAS, a plan of services for the area proposed for annexation is attached hereto, which plan of services addresses the same services and timing of services as required in Tennessee Code Annotated ("TCA") § 6-51-102; and

WHEREAS, the proposed annexation and plan of services were submitted to the Murfreesboro Planning Commission for study, and it has recommended the same following a public hearing on September 3, 2025, notice of which was published in a newspaper of general circulation in the City of Murfreesboro not less than twenty-one (21) days before the hearing, which notice included the locations of a minimum of three (3) copies of the plan of services for public inspection during all business hours from the date of notice until the public hearing, pursuant to TCA §§ 6-51-102 and 6-51-104; and

WHEREAS, a copy of this resolution, describing the territory proposed for annexation, was promptly sent by the City of Murfreesboro to the last known address listed in the office of the property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than twenty-one (21) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent, and copies of this resolution were published in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the City of Murfreesboro on or about the same time, pursuant to TCA §§ 6-51-102 and 6-51-104; and

WHEREAS, this resolution and notice of the time, place and purpose of a public hearing on the proposed annexation and the plan of services was published on October 14, 2025 in the *Murfreesboro Post*, a newspaper of general circulation in such territory and the City of Murfreesboro, pursuant to TCA §§§ 6-51-102 and 6-51-104; and

WHEREAS, a public hearing on the proposed annexation and plan of services was held by the City Council of the City of Murfreesboro on November 6, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

Docusign Envelope ID: 4BDAE2BA-C71A-41B2-A315-D74CC5B2735C

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the following territory is hereby annexed and incorporated into boundaries of the City of Murfreesboro: Properties located along the south side of Old Salem Road and on the north side of the Old Salem Road and Veterans Parkway intersection, respectively. In addition, included in the annexation study area is approximately 710 linear feet of Old Salem Road right-of-way (ROW) and 300 linear feet of Veterans Parkway right-of-way (ROW). At its June 23, 2025 regular meeting, the Rutherford County Road Board voted to grant consent to the City to annex these segments of ROW. The total annexation study area is approximately 22.5 acres. Specifically, the tax map and parcel numbers identified on the attached map as the "Area to be Annexed" include:

- Tax Map 115, Parcel 026.00 (19.19 acres),
- Tax Map 115, Parcel 035.00 (0.97 acres),
- Tax Map 115, Parcel 035.01 (0.42 acres),
- Tax Map 115, Parcel 035.02 (0.38 acres),
- Veterans Parkway right-of-way (approx. 0.87 acres), and
- Old Salem Road right-of-way (approx. 0.61 acres).

SECTION 2. That the plan of services for this territory, attached hereto, is approved and the same is hereby adopted.

SECTION 3. That the City Manager shall cause a copy of this resolution, as well as the adopted plan of services, to be forwarded to the Rutherford County Mayor.

SECTION 4. That a signed copy of this resolution shall be recorded with the Rutherford County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Rutherford County Assessor of Property.

SECTION 5. That a signed copy of this resolution, as well as the portion of the plan of services related to emergency services and a detailed map of the annexed area, shall be sent to any affected emergency communication district.

SECTION 6. That the Rutherford County Election Commission shall be notified that the annexation took place, so that a revised map of the voting precincts may be sent to the Office of Local Government and to the Office of Management Information Services for the Tennessee General Assembly, following adoption of this resolution.

SECTION 7. That the Tennessee Department of Revenue shall be notified, for the purpose of tax administration, that the annexation took place.

Docusign Envelope ID: 4BDAE2BA-C71A-41B2-A315-D74CC5B2735C

SECTION 8. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, **Ordinance 25-OZ-34,** which was _____, the public welfare and the welfare of the City requiring it.

Passed: _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Erin Tucker
City Recorder

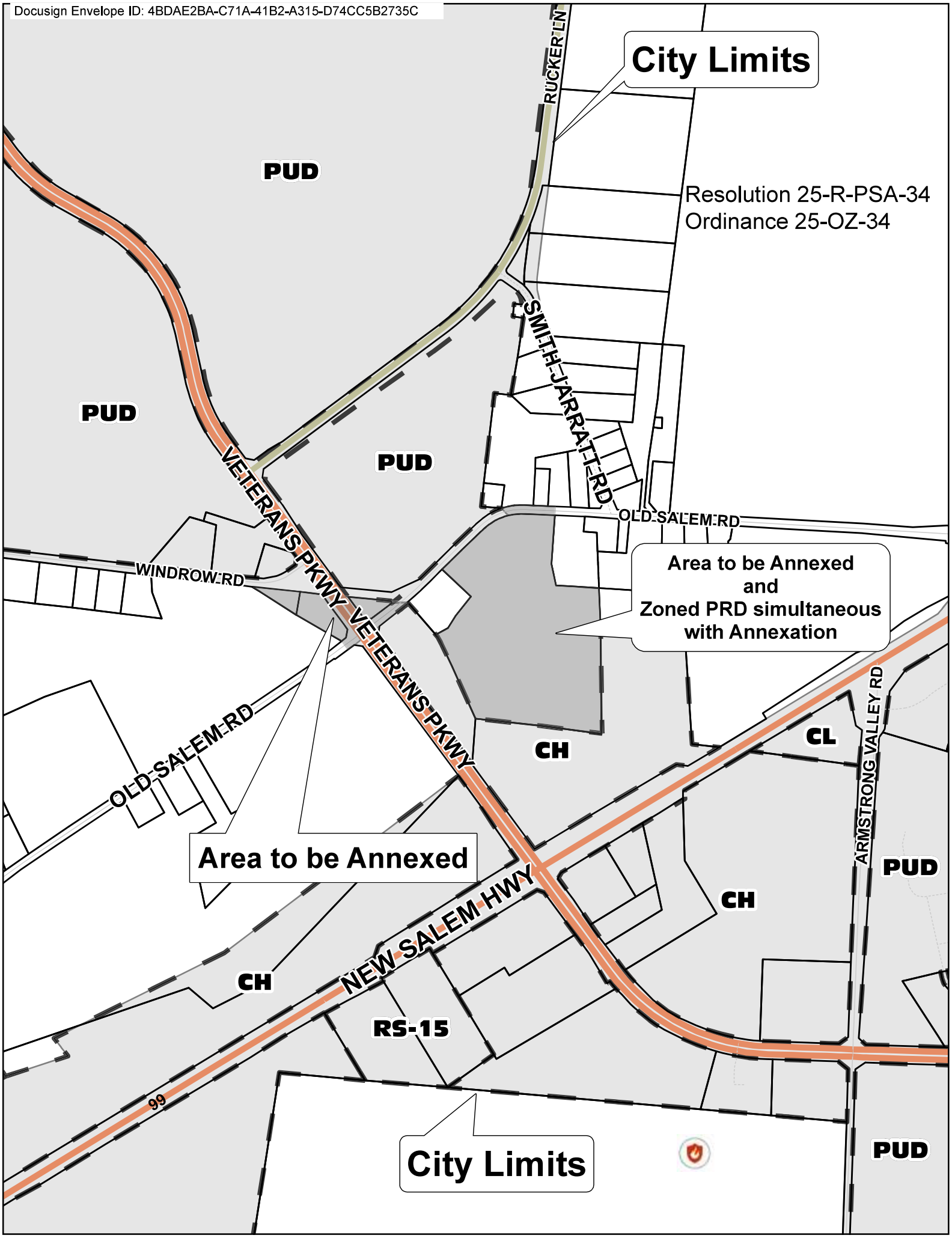
APPROVED AS TO FORM:

Signed by:
Adam F. Tucker
43A2035E51F9401...

_____
Adam F. Tucker
City Attorney

SEAL

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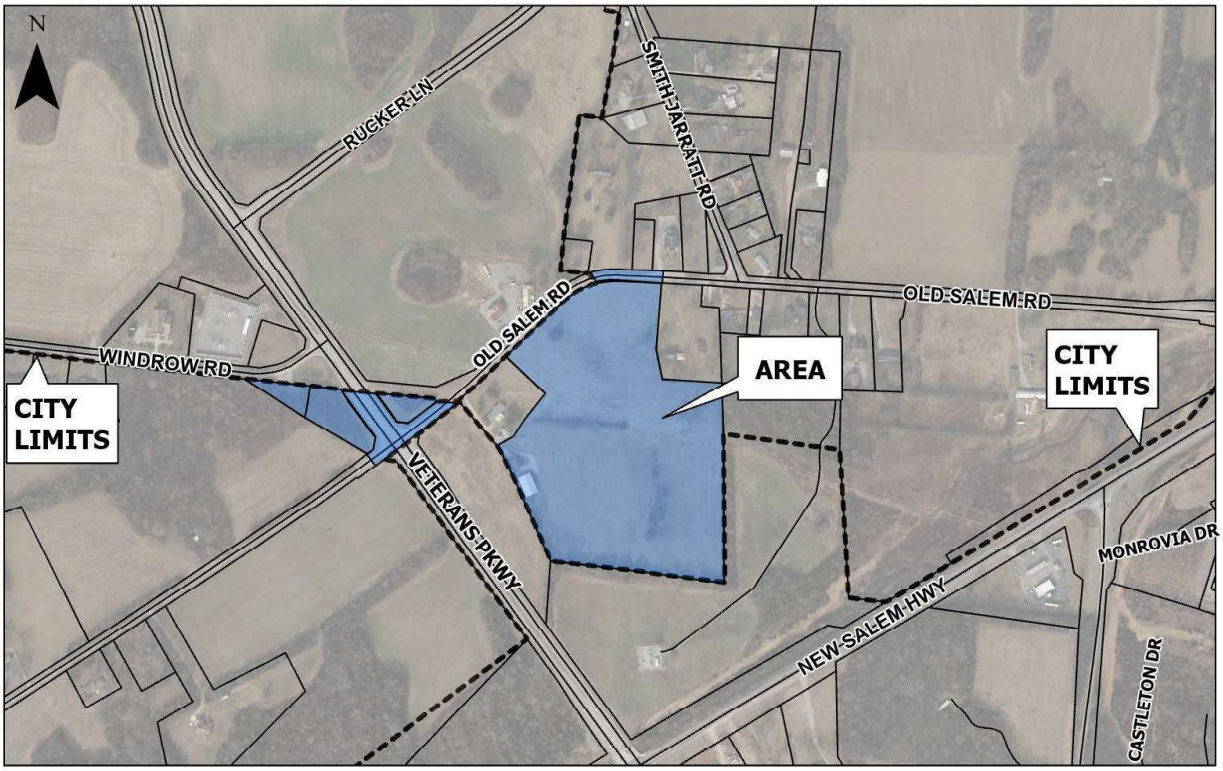
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Resolution 25-R-PSA-34

ANNEXATION REPORT FOR PROPERTY LOCATED ALONG OLD SALEM ROAD AND VETERANS PARKWAY INCLUDING PLAN OF SERVICES (FILE 2025-504)

PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
September 3, 2025

Docusign Envelope ID: 4BDAE2BA-C71A-41B2-A315-D74CC5B2735C



City of MURFREESBORO TENNESSEE

Annexation request for property along Old Salem Road

0 340 680 1,360 2,040 2,720 US Feet

Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

Docusign Envelope ID: 4BDAE2BA-C71A-41B2-A315-D74CC5B2735C

INTRODUCTION

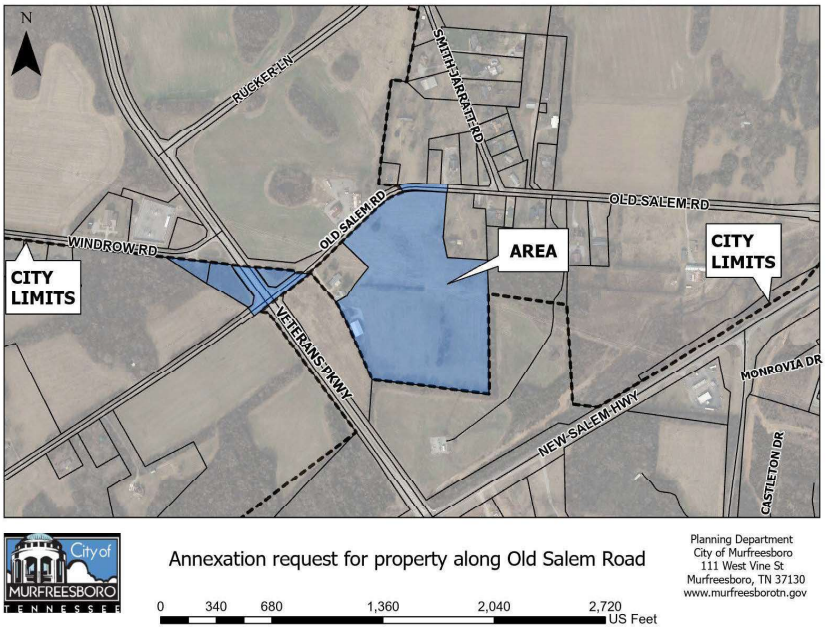
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OVERVIEW

The property owners, Randal and Debra Robinson and the City of Murfreesboro, submitted petitions requesting their respective properties be annexed into the City of Murfreesboro. Their properties total approximately 20.96 acres. The properties are located along the south side of Old Salem Road and on the north side of the Old Salem Road and Veterans Parkway intersection, respectively. In addition, included in the annexation study area is approximately 710 linear feet of Old Salem Road right-of-way (ROW) and 300 linear feet of Veterans Parkway right-of-way (ROW). At its June 23, 2025 regular meeting, the Rutherford County Road Board voted to grant consent to the City to annex these segments of ROW. The total annexation study area is approximately 22.5 acres. The annexation study area includes the following properties:

- Tax Map 115, Parcel 026.00 (19.19 acres)
- Tax Map 115, Parcel 035.00 (0.97 acres)
- Tax Map 115, Parcel 035.01 (0.42 acres)
- Tax Map 115, Parcel 035.02 (0.38 acres)
- Veterans Parkway right-of-way (approx. 0.87 acres)
- Old Salem Road right-of-way (approx. 0.61 acres)

The annexation study area is located within the City's Urban Growth Boundary and is contiguous to the existing City limits along its northern and southern boundaries, as depicted on the adjacent map.

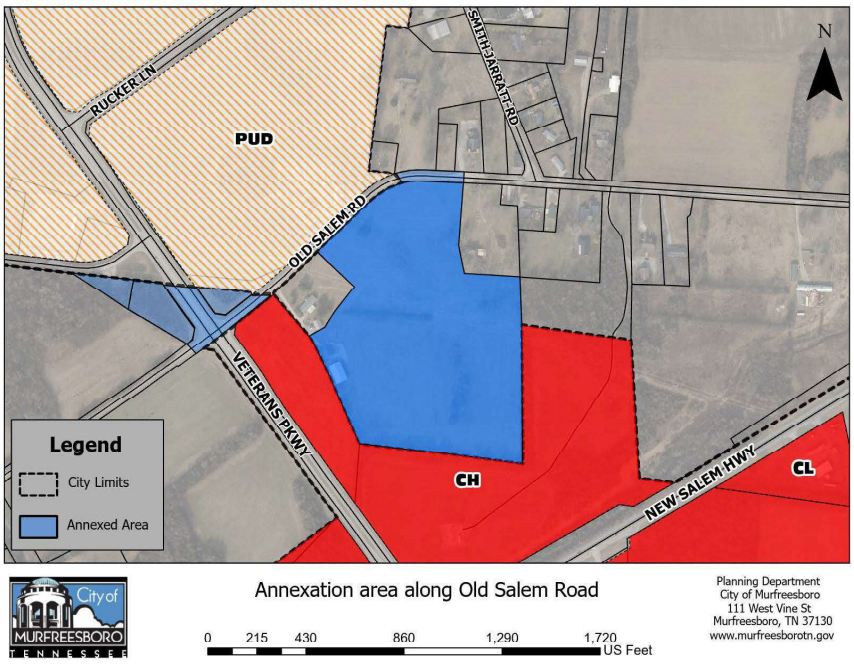


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SURROUNDING ZONING

The study area consists of four parcels located on both the north and south sides of Old Salem Road. The parcel owned by the Robinsons has two accessory structures, and the three parcels owned by the City of Murfreesboro are vacant. All four (4) properties are zoned RM (Medium Density Residential) in the unincorporated county. The property owned by Randal and Debra Robinson has a companion zoning application to rezone the property to a PRD (Planned Residential District; Robinson Bend PRD) designation. The properties owned by the City of Murfreesboro will be zoned RS-15 per Section 17 of the Zoning Ordinance.

The surrounding properties consist of a mix of commercial and residential zoning. To the north is zoned PRD (Marymont Springs PRD), along with Medium-Density Residential (RM) within unincorporated Rutherford County. To the east is zoned RM in the county and Commercial Highway (CH) within the city limits. CH zoning continues along the southern and western boundaries of the property.

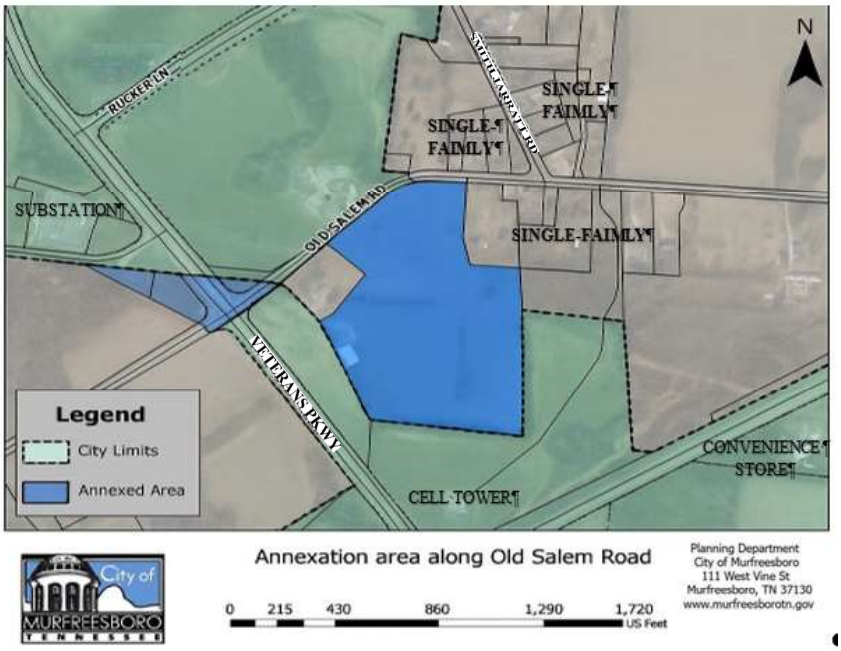


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SURROUNDING LAND USE

The area being considered for annexation consists of four parcels totaling 20.96 acres and approximately 710 linear feet of Old Salem Road right-of-way (ROW) and 300 linear feet of Veterans Parkway right-of-way (ROW). The parcel owned by the Robinsons has two accessory structures, and the three parcels owned by the City of Murfreesboro are vacant.

The surrounding properties consist of a mix of commercial and residential uses. To the north lies vacant land, along with single-family detached homes. To the east are additional single-family detached residences and vacant land. A cell tower is located to the south, and a potential medical office is proposed to the west.



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TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2025 will be due on December 31, 2026. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is $0.9526/$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state.

Table I
Estimated Taxes from Site

Owner of Record	Tax Map and Parcel	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
Randal & Debra Robinson	115-026.00	19.199	$60,000	$60,100	$30,025	$286.02
City of Murfreesboro	115-035.00	0.97	$45,700	$0	$0	$0.00
City of Murfreesboro	115-035.01	0.42	$45,700	$0	$0	$0.00
City of Murfreesboro	115-035.02	0.38	$45,700	$0	$0	$0.00

These figures are for the property in its current state and assessed at the residential rate of 25 percent. The three City of Murfreesboro-owned parcels are currently tax-exempt.

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PLAN OF SERVICES

Docusign Envelope ID: 4BDAE2BA-C71A-41B2-A315-D74CC5B2735C

POLICE PROTECTION

At present, the study area receives police services through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department could begin providing services that include patrol-related functions, criminal investigations, and community engagement initiatives. These services would be provided immediately upon the effective date of annexation. The current police zone that borders the study area is Zone 2.

ELECTRIC SERVICE

The study area is currently served by Middle Tennessee Electric (MTE). MTE has existing electrical facilities and capacity along Veterans Parkway and Old Salem Road to serve the property upon annexation.

STREET LIGHTING

Streetlights do not currently exist along the Old Salem Road right-of-way. Streetlights will be installed within the development by the developer if new public streets are constructed. If the City of Murfreesboro wishes to add streetlights along the Old Salem Road public right-of-way, the Transportation Department would need to make the request to MTE, but at the present time, there are no plans to do so.

SOLID WASTE COLLECTION

The Solid Waste Department can provide services to the study area. In its current state, no additional equipment or manpower will be needed to serve the study area. Upon development as a residential subdivision, a solid waste cart for each dwelling ($69.66 each) will be needed to serve the study area.

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to any potential occupants of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro taxpayers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

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CITY SCHOOLS

According to Murfreesboro City Schools (MCS), this parcel of land currently resides outside of the Salem Elementary School zone, and it would become part of this school's zoned area if annexed. Any elementary school-aged children residing on the property once developed will be eligible to attend Murfreesboro City Schools. In the property's present state, it would have no impact on the school system, since it is currently undeveloped. If developed with up thirty-one (31) single family attached residential homes and fifty-two (52) single-family detached residential homes (83 total new residences), MCS would anticipate adding approximately 20 students to the school population. upon full buildout. MCS and the City will continue to monitor new growth in the district, including the Salem school zone, in order to evaluate the need for a new elementary school in the future.

BUILDING AND CODES

The property will come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected.

PLANNING, ENGINEERING, AND ZONING SERVICES

The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new development occurs, the Planning Commission will review all site plans, preliminary plats, and final plats. Among other duties, the Planning and Engineering Departments will inspect and monitor new construction of streets and drainage structures for compliance with the City's development regulations.

GEOGRAPHIC INFORMATION SYSTEMS

The property is within the area photographed and digitized as part of the City's Geographic Information Systems (G.I.S.) program.

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STREETS AND ACCESS

The annexation study area includes a portion of the ROW of Veterans Parkway constructed by the City. By agreement with Rutherford County, the City of Murfreesboro provides operation and maintenance of this roadway. Upon annexation, the roadway will remain the responsibility of the City of Murfreesboro including all routine maintenance, and the conditions of the maintenance agreement with Rutherford County will no longer apply to the study area. Based on an estimated 10-year re-pavement cycle for major arterial roadways, annualized roadway maintenance costs are estimated at $2,000 for this roadway. It is expected that these maintenance costs will be paid from State Street Aid.

The annexation study area also includes segments of Old Salem Road right-of-way and the intersection of Old Salem Road and Veterans Parkway. Old Salem Road at this intersection is 2-lanes with a left turn lane onto Veterans Parkway. Upon annexation, the roadway will become the responsibility of the City of Murfreesboro including all routine maintenance. Based on an estimated 15-year re-pavement cycle for collector roadways and routine ROW mowing, annualized roadway maintenance costs are estimated at $1,100 for this roadway. As a substandard street, any development along Old Salem Road will need to dedicate appropriate ROW and participate in the upgrade of the roadway to current City standards. Old Salem Road at the intersection of Veterans Parkway is on the City's Major Transportation Plan to be upgraded to a 3-lane section.

Any new connections to either Old Salem Road or Veterans Parkway must be approved by the City Engineer.

No additional public roadways are included in the study area. Any future public roadway facilities to serve the study area must be constructed to City standards.

REGIONAL TRAFFIC & TRANSPORTATION

The 2014 Level of Service Model in the proposed 2040 Major Transportation Plan shows Old Salem Road and Veterans Parkway to be operation at a Level of Service B in the study area. The 2040 Level of Service Model indicates that Old Salen Road and Veterans Parkway operates at a Level of Service D without the proposed improvements in the 2040 Plan.

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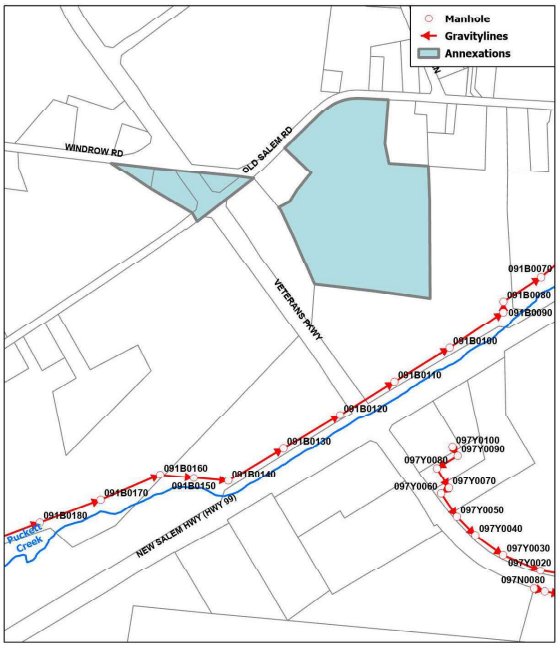
SANITARY SEWER SERVICE

Currently sanitary sewer is not available to the properties in question and the Murfreesboro Water Resources Department (MWRD) does not have any current plans to extend sewer to those properties. Extension of sanitary sewer to any of the four parcels in the study area would be the responsibility of the owners or future owners.

In order to develop The Robinson parcel, the owner/developer would be required to acquire an off-site sewer easement from the neighbor to the southeast, connect to the existing sewer interceptor just north of and parallel to Puckett Creek, and extend gravity sewer throughout the proposed development. In addition, the owner/developer, per our Policies and Procedures, may be required to extend gravity sewer to the limits of construction and to one or more neighboring properties to allow for future connections including the additional properties around the intersection of Veterans and Old Salem.

This property is within the Overall Creek and Rockvale Sanitary Sewer Assessment Districts and will be charged $1,000 and $1550 per single-family unit (sfu), respectively, in addition to the standard connection fee of $2550 per sfu.

All main line extensions are the financial responsibility of the developer and must be extended in accordance with the Development Policies and Procedures of the Murfreesboro Water Resources Department.



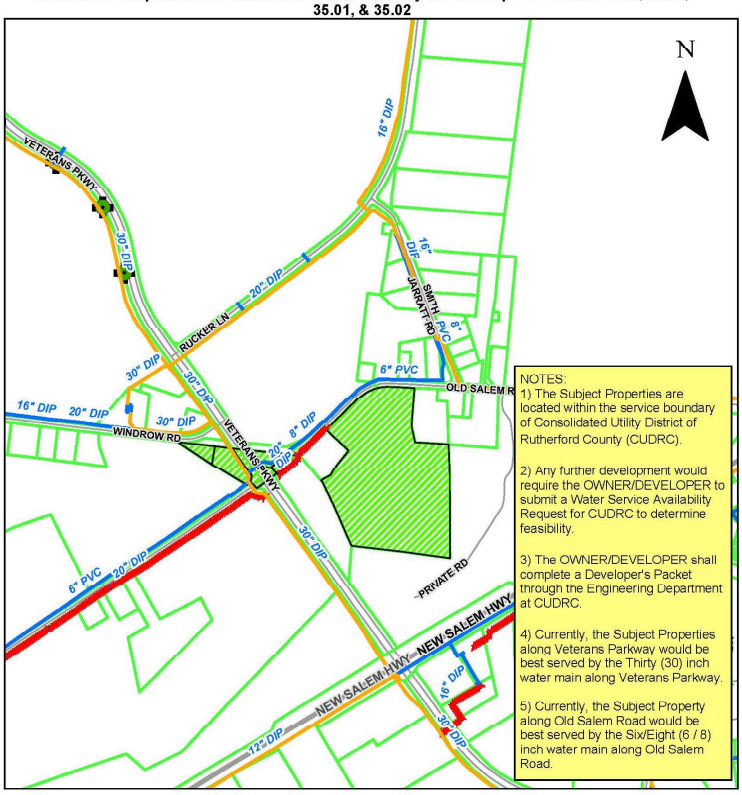
Docusign Envelope ID: 4BDAE2BA-C71A-41B2-A315-D74CC5B2735C

WATER SERVICE

The study area is located within Consolidated Utility District of Rutherford County's (CUDRC) service area. Currently, the subject properties would be best served by the existing thirty (30) inch water main along Veterans Parkway or the existing six/eight (6/8)-inch water main along Old Salem Road, both of which are available to serve the study area.

Prior to any future development, the developer of the property will be required to submit a Water Availability Application to determine feasibility and to complete CUDRC's Developer Packet through CUDRC's Engineering Department prior to entering the construction phase. Any new water line development must be done in accordance with CUDRC's development policies and procedures.

Annexation Request at Old Salem & Veterans Parkway for Tax Map 115 Parcels 26.00, 35.00, 35.01, & 35.02

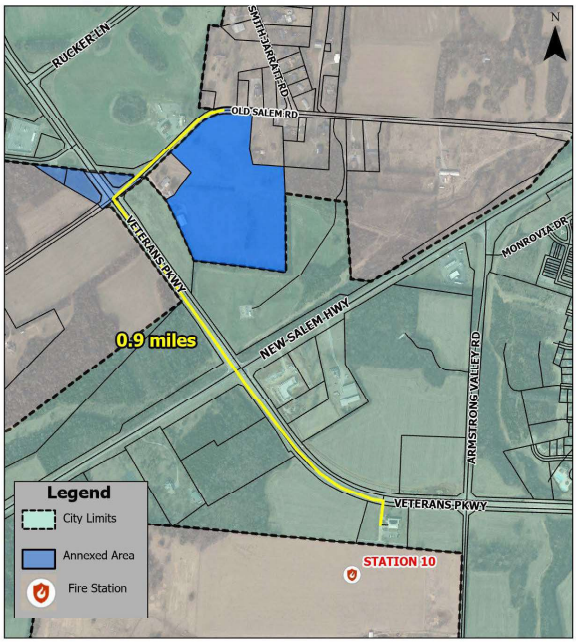


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FIRE AND EMERGENCY SERVICE

The study area contains vacant land. The Murfreesboro Fire and Rescue Department (MFRD) can provide emergency services and fire protection to the study area immediately upon the effective date of annexation at no additional expense.

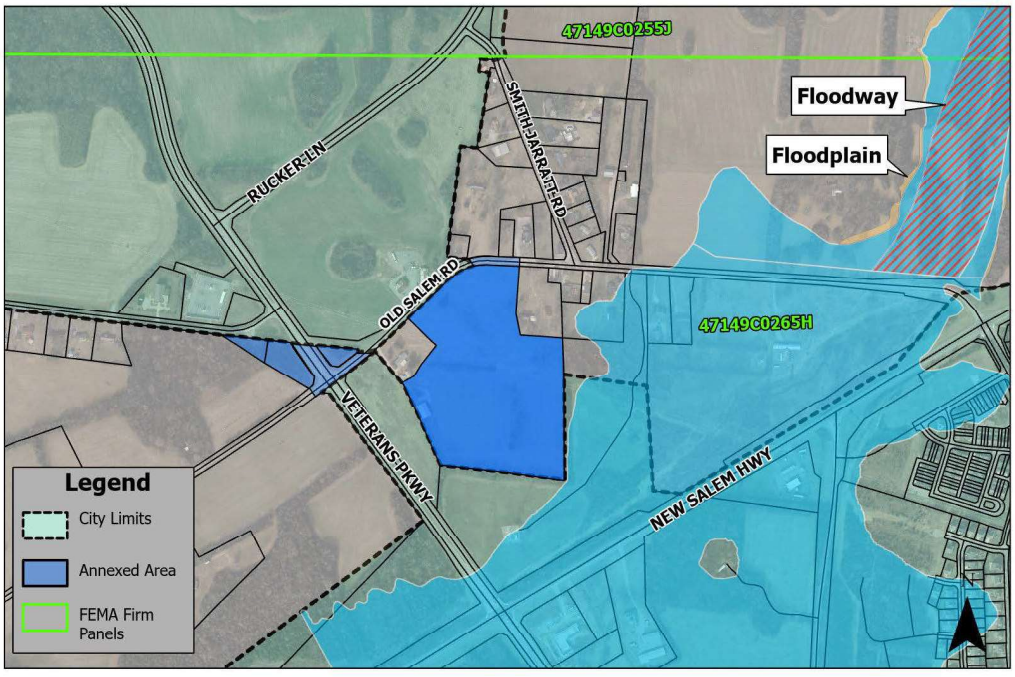
Currently the study area is located 0.9 miles from Fire Station #10 (2563 Veterans Parkway). The yellow line on the adjacent map represents the linear distance range from the nearest fire station.



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FLOODWAY

The study area is not located within the 100-year floodplain nor within the regulatory floodway as delineated on the Flood Insurance Rate Map (FIRM) developed by the Federal Emergency Management Agency (FEMA).



Annexation area along Old Salem Road

0 335 670 1,340 2,010 2,680 US Feet

Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

Docusign Envelope ID: 4BDAE2BA-C71A-41B2-A315-D74CC5B2735C

DRAINAGE

Public Drainage System

Public drainage facilities available to the study area are located within the right-of-way of Old Salem Road and Veterans Parkway. The annualized operation and maintenance cost for this system is included in the public roadway sections above as they are internal roadway drainage systems. No other public drainage facilities are available to the study area. Any public drainage facilities proposed to serve the study area in the future must meet City standards.

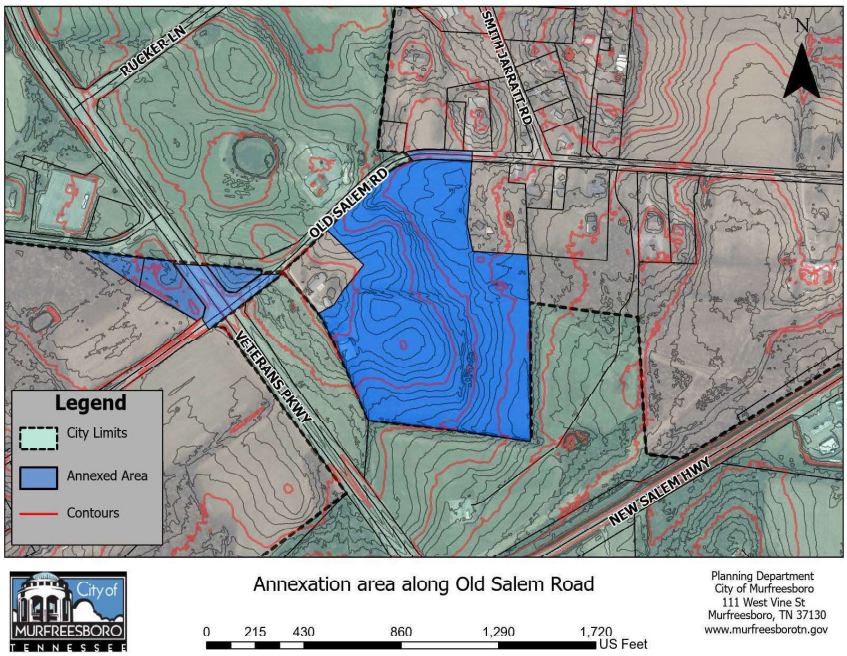
Regional Drainage Conditions

Puckett Creek is located approximately 400' from the southeast corner of the study area. The study area drains mostly to the east and eventually to the creek.

Stormwater Management and Utility Fees

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area. The study area is currently vacant and will not generate revenue for the Stormwater Utility Fee.

The subject property is proposed to be developed with 52 single-family detached homes and 31 single-family attached homes. Based on this development scenario, it is anticipated that the site will generate approximately $3,200 annually in revenue for the Stormwater Utility Fund upon full build-out.



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PROPERTY AND DEVELOPMENT

Old Salem Road is a substandard roadway. Developments along Old Salem Road will be required to dedicate appropriate ROW and participate in the upgrade of the roadway to current City standards.

The intersection of Old Salem Road and Veterans Parkway is on the Major Transportation Plan and developments within the study area will be required to participate in improvements, including providing a three-lane cross-section along Old Salem Road and signalization.

New development should comply with the City's Stormwater Quality Regulations by providing stormwater quality, streambank protection, and detention.

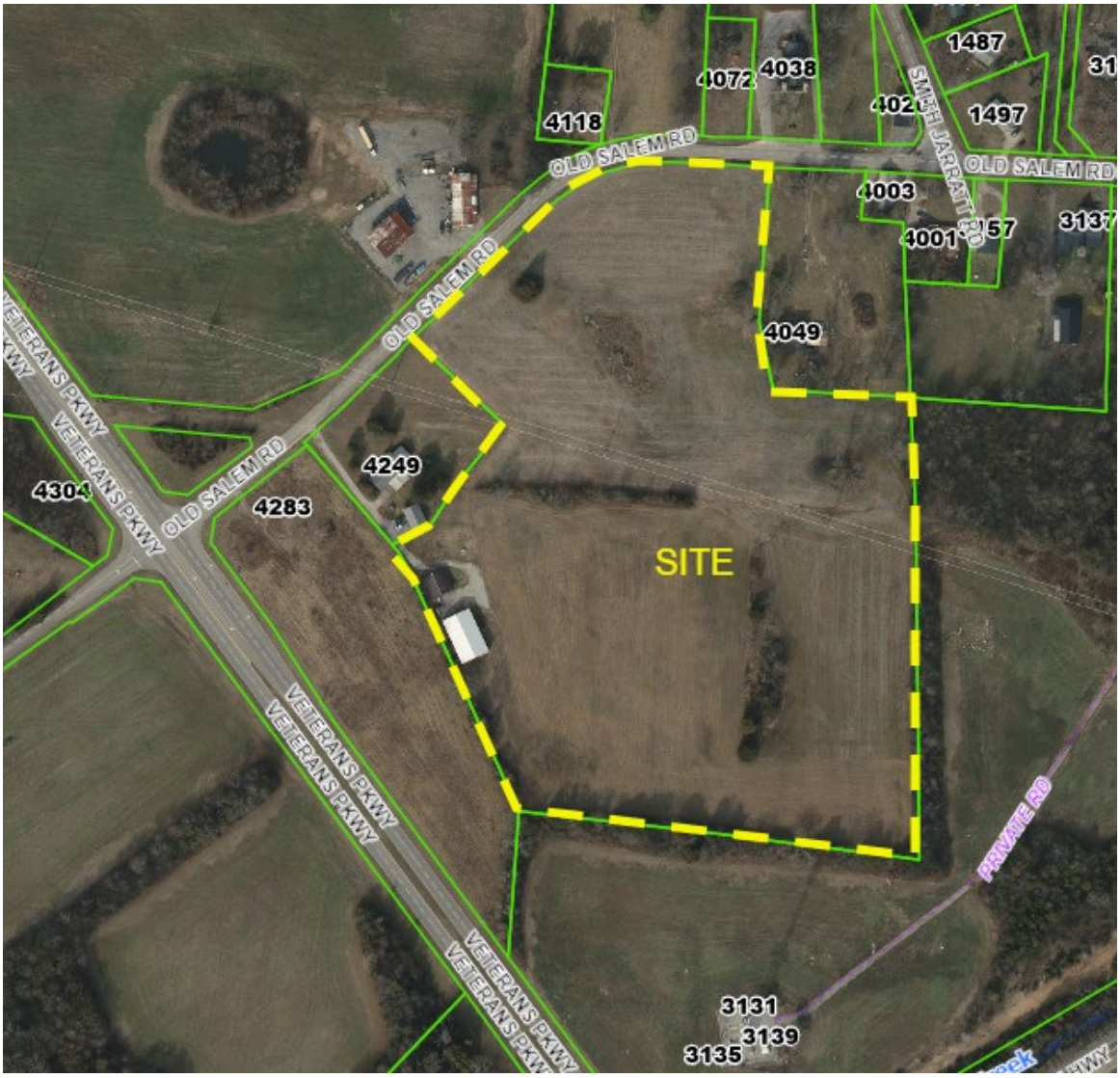
ANNEXATION FOLLOW-UP

The Murfreesboro City Council will be responsible for ensuring that this property will receive City services described in this plan. According to the Tennessee Growth Policy Act, six months following the effective date of annexation, and annually thereafter until all services have been extended, a progress report is to be prepared and published in a newspaper of general circulation. This report will describe progress made in providing City services according to the plan of services and any proposed changes to the plan. A public hearing will also be held on the progress report.

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
SEPTEMBER 3, 2025
PROJECT PLANNER: RICHARD DONOVAN

6.b. Zoning application [2025-415] for approximately 19.26 acres located along Old Salem Road to be zoned PRD (Robinson Bend PRD) simultaneous with annexation, Summit Development, LLC applicant.

Summit Development, LLC, the applicant, is requesting zoning the subject property simultaneous with annexation to PRD (Planned Residential District – Robinson Bend). The vacant property, approximately 19.2 acres in size, is located on the south side of Old Salem Road just to the east of its intersection with Veterans Parkway, identified as Tax Map 115, Parcel 26.00.



Adjacent Land Use and Zoning

The surrounding properties consist of a mix of commercial and residential uses, each zoned accordingly. To the north lies vacant land zoned PRD (Marymont Springs), along with single-family detached homes zoned Medium-Density Residential (RM) within unincorporated Rutherford County. To the east are additional single-family detached residences also zoned RM, along with some vacant land zoned Commercial Highway (CH) within the City limits. CH zoning continues along the southern and western boundaries of the property. A cell tower is located to the south, and a vacant property to the west.

Robinson Bend PRD

The Robinson Bend PRD proposes 83 total residential units, with 52 detached single-family homes and 31 attached single-family homes. The single-family detached homes will be on minimum 6,000 square-foot lots that are a minimum of 50 feet wide. The detached and attached homes will feature 1- to 2-story designs, with front porches, rear patios, and two-car garages. Each home will include a 30- to 36-inch brick or stone water table on all sides, with fiber cement siding above and limited vinyl in the trim and soffit. The detached homes will be a minimum 1,400 square feet, and the attached homes will be a minimum 1,200 square feet. Access to the site will be from Old Salem Road, with three additional stub-outs to the east, south, and west that will provide additional connections upon development of adjoining properties. The development will offer various amenities, including active play lawns, soccer/play field, community fire pit, and a seating area with active play areas. A homeowner's association will be established to manage all common areas.

Lot Size and setbacks:

- 52 detached single-family lots
    - with a minimum lot size of 6,000 square feet
    - with a minimum lot width of 50 feet
    - Setbacks
        - Front – 35 ft
        - Side – 5 ft
        - Rear – 20 ft
- 31 attached single-family dwellings
    - Will be HPR
    - Setbacks
        - Front – 35 ft
        - Rear – 20 ft
        - Between buildings – 10 ft

Architecture and Building Materials:

- Example elevations have been provided in the pattern book for both attached and detached homes.
- Attached homes will:
    - Be 1 or 2 stories;
    - Have front porches;
    - Have back patios
    - Have minimum one-car garages; and
    - Will be a minimum 1,200 square-feet.
- Detached homes will:
    - Be 1 or 2 stories;
    - Have front porches;
    - Have back patios
    - Have two-car garages; and
    - Will be a minimum 1,400 square-feet.
- Building Materials (attached and detached)
    - All sides minimum of 30- to 36-inch water table
    - Front – Brick, Stone, and Fiber Cement Board
    - Side – Brick, Stone, and Fiber Cement Board
    - Rear – Brick, Stone, and Fiber Cement Board
    - Soffit & Trim – Vinyl

Parking:

- Single-family detached
    - Driveway
        - Will accommodate 4 parking spaces.
- Single-family attached
    - Driveway
        - Will accommodate 2 or 3 parking spaces
            - 78 spaces provided
            - 102 spaces required
    - Requesting an exception to allow garage parking to count toward required parking spaces
        - Requesting 39 garage spaces count as required parking
    - Providing 16 guest spaces
        - 10 spaces are provided, to the north, near the active play lawn on the same lot as the attached homes.
        - 6 spaces are provided, to the south, near the community fire pit on the same lot as the attached homes.
- Amenity Parking
    - Mail kiosk – 10 spaces (in addition to the previously-mentioned guest spaces)

Open Space and Amenities:
There will be 5.9 acres of open space (30.6%), including the stormwater management areas; amenities; landscaped buffers along the western, northwestern, and northeastern property lines; mail kiosk; and associated parking. The landscaping and amenities include the following:

- Landscaped Buffer
    - 10-foot-wide landscaped buffer along northeast and western boundary
        - Type A Buffer
        - Single row of evergreen trees
    - 15-foot-wide landscaped buffer along northwest boundary
        - Type D Buffer
        - Three rows of evergreen trees or two rows with fence.
    - 20- foot-wide landscape yard along Old Salem Road
        - mixture of deciduous and evergreen trees and shrubs.
- Active play lawn
- Soccer/active play field
- Community fire pit
- Seating areas

Public Infrastructure:
The City's Public Infrastructure team has requested the inclusion of a left-turn lane into the site to accommodate traffic from Old Salem Road accessing the subdivision. Staff has further requested that this requirement be incorporated into the pattern book; however, it has not yet been included.

Exceptions:
The PRD only includes two exceptions, one from the Zoning Ordinance.

- The required driveway parking is requested to be reduced in the single-family attached area from 102 spaces to 78 spaces. The PRD does state that the CCRs will restrict use of garages to vehicular parking with the garage size specified in the Section 26 of the Zoning Ordinance.

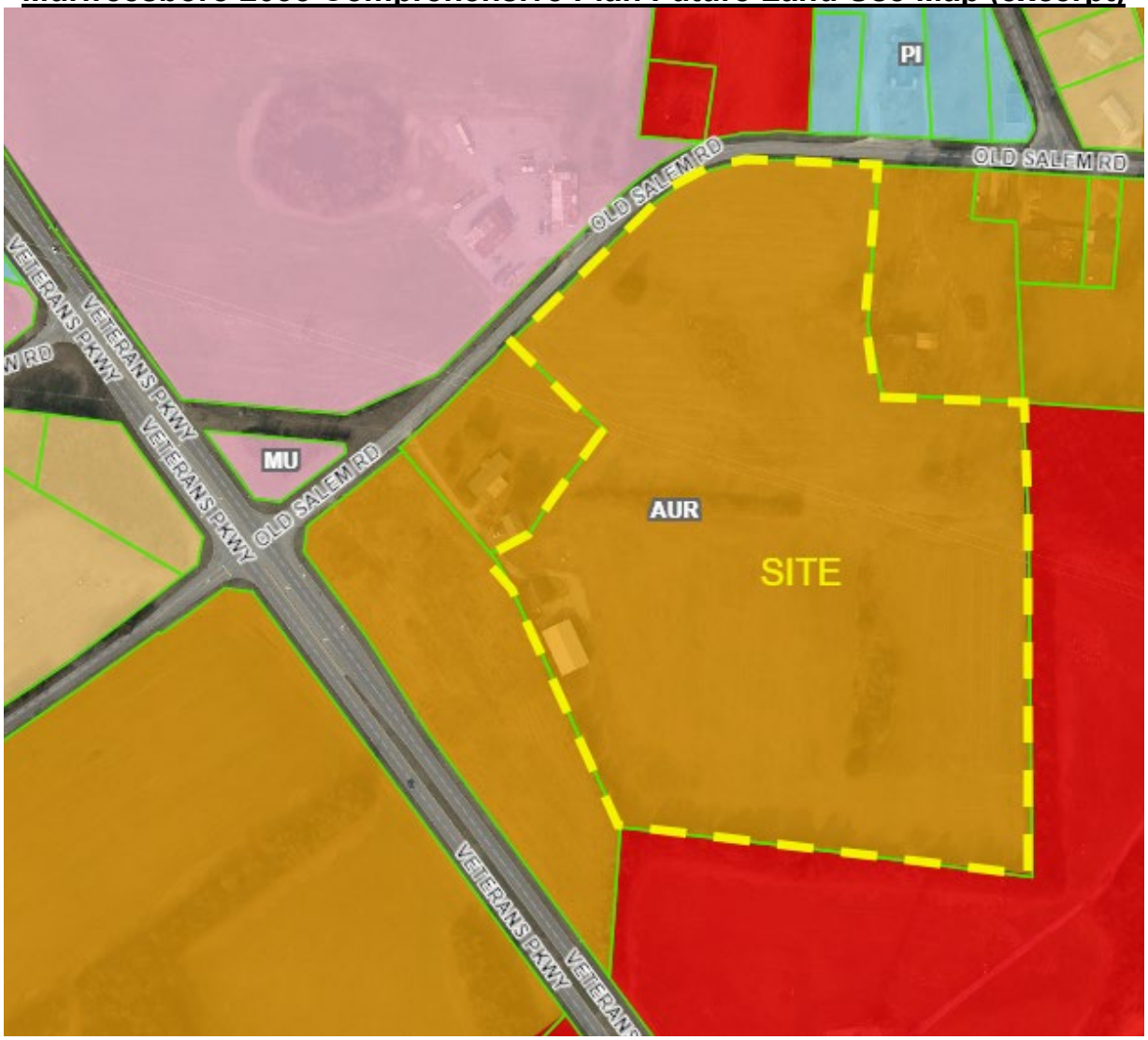
Future Land Use Map:
The Future Land Use Map (FLUM) of the Murfreesboro 2035 Comprehensive Plan designates the project area as 'Auto Urban Residential' (AUR), which is considered the most appropriate land use character, as indicated on the map below. The AUR designation supports a density range of 4.0 to 12.0 dwelling units per acre. The Comprehensive Plan recommends RS-10, RS-8, RS-6, RS-A1, RS-A2, RS-A3, R-D, PRD, and PUD as compatible zoning districts, with minimum lot sizes between 6,000 and 10,000 square feet. The AUR designation also supports townhomes on

lots of 4.1 acres or greater with the following criteria:

- Maximum 20% of overall acreage consists of attached residential units
- Maximum 40% of overall number of units is attached residential units
- Transition of heights and setbacks, requiring an increase in setback when attached units are taller than detached housing.

The proposed PRD meets both the criteria of the AUR designation and the additional criteria for attached housing units, and, therefore, the zoning request is consistent with the AUR designation recommended by the comprehensive plan.

Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)



Staff recommendation:

Staff is supportive of this rezoning request for the following reasons:

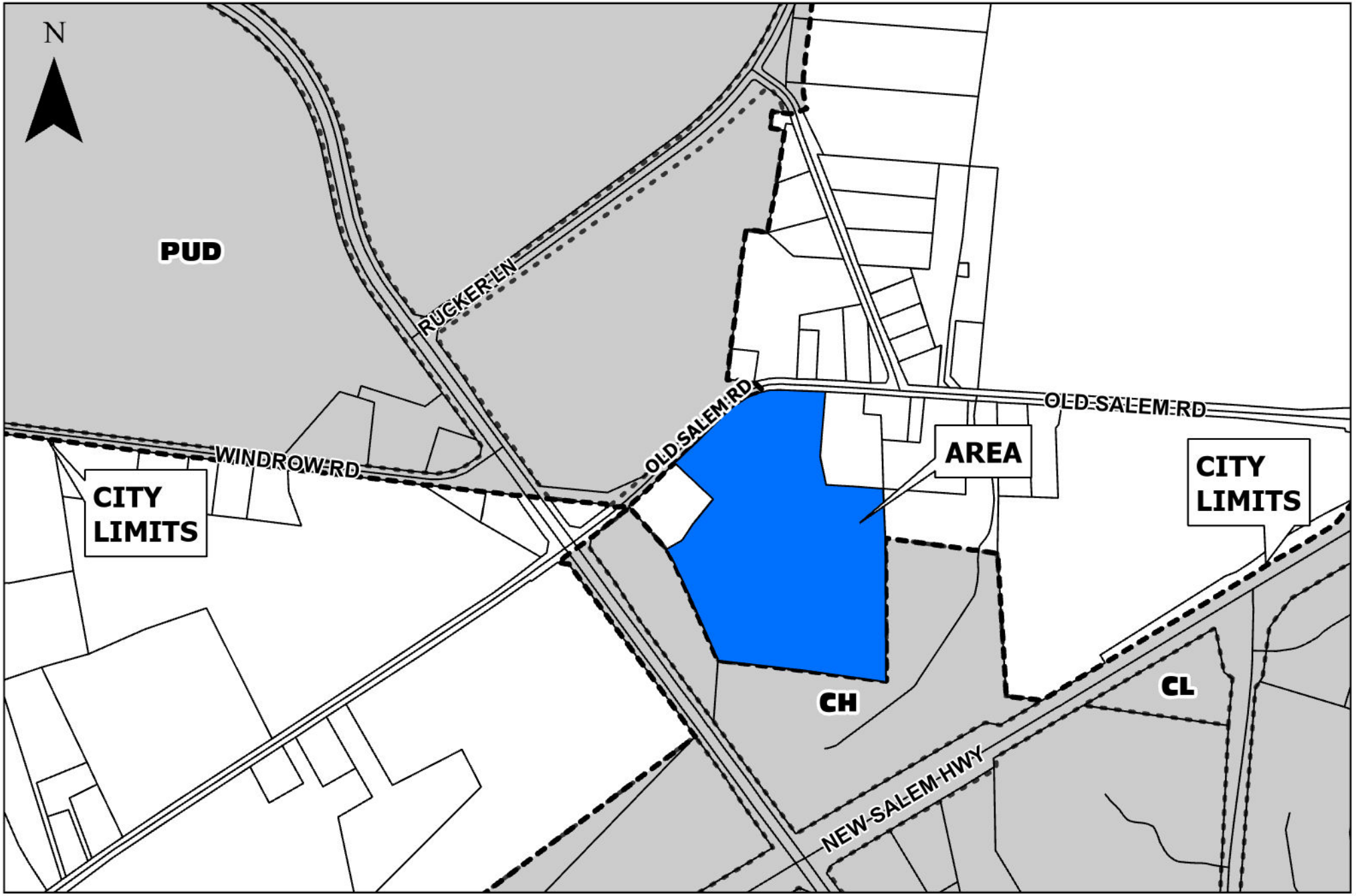
1. The rezoning request is consistent with the Future Land Use Map designation of ‘Auto Urban Residential’ (AUR) in providing a mixture of single- family attached and detached homes.
2. The proposed PRD is compatible with surrounding residential and commercial areas by providing a balanced mix of housing types and landscaped buffers that create a smooth transition between nearby residential and commercial areas.
3. The subject property is currently underdeveloped with only two accessory structures and situated in an area of active residential growth, making it well-positioned to complement ongoing development trends and meet housing demand.

Action Needed:

The Planning Commission will need to conduct a public hearing on this matter, after which it will need to formulate a recommendation for City Council.

Attachments:

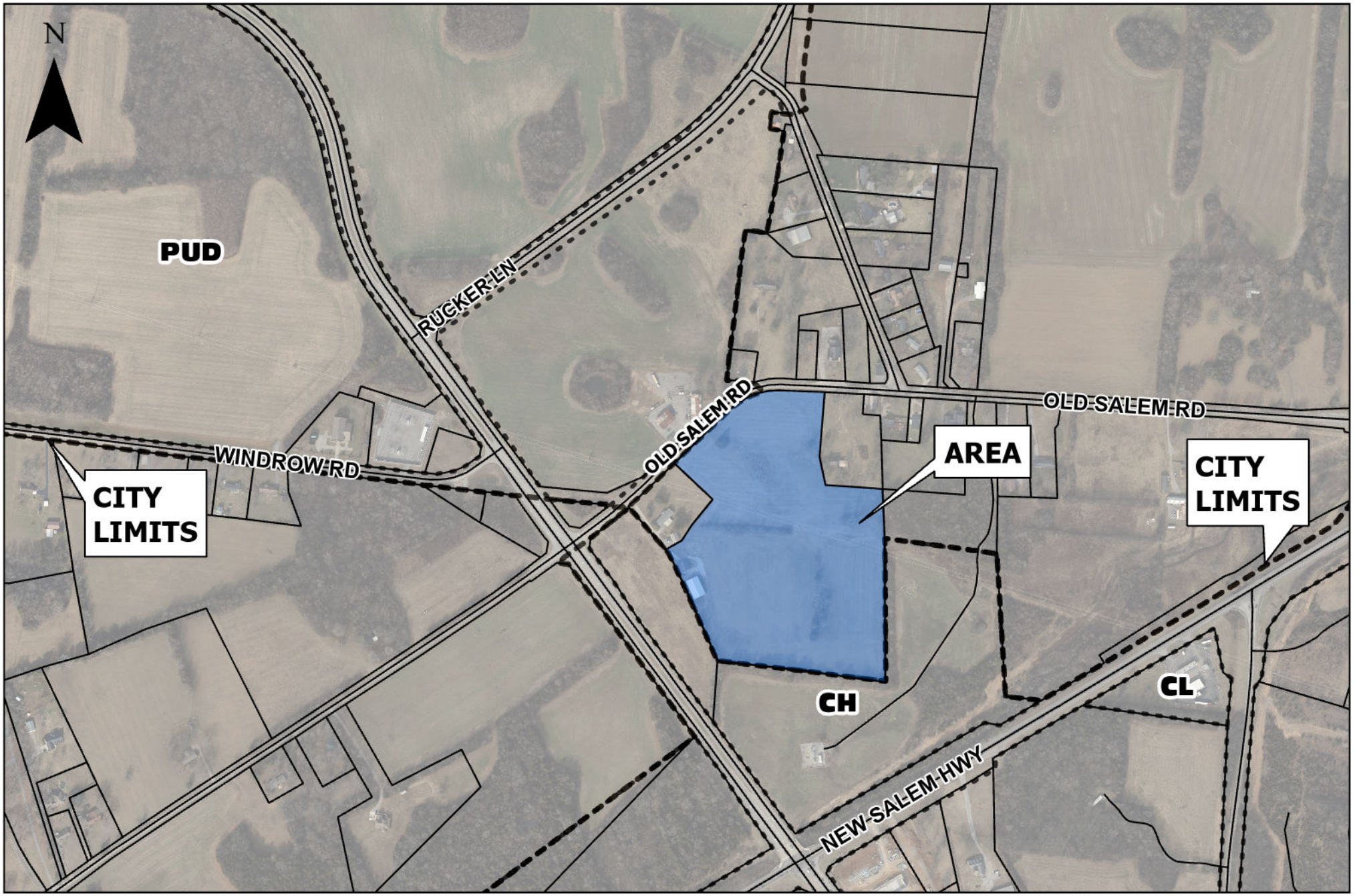
Ortho Map
Non-ortho maps
Pattern Book



Zoning Request for property along Old Salem Road
PRD (Robinson Bend PRD) simultaneous with annexation

0 360 720 1,440 2,160 2,880 US Feet

Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov



Zoning Request for property along Old Salem Road
PRD (Robinson Bend PRD) simultaneous with annexation

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Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov

Docusign Envelope ID: 805E30FB-8CBD-4273-B5F2-959267CC84B9

City of Murfreesboro
Planning and Engineering Department
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139
(615) 893-6441 Fax (615) 849-2606
www.murfreesborotn.gov

Creating a better quality of life

Zoning & Rezoning Applications – other than rezoning to planned unit development	**$700.00**
Zoning & Rezoning Applications – Planned Unit Development, initial or amended	**$950.00**

Procedure for applicant:
The applicant must submit the following information to initiate a rezoning:

1. **A completed rezoning application (below).**
2. **A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)**
3. **A non-refundable application fee (prices listed above).**

For assistance or questions, please contact a planner at 615-893-6441.

To be completed by applicant:

APPLICANT: Summit Development, LLC c/o Christian Macari

Address: 370 Mallory Station Rd., Ste 511 City/State/Zip: Franklin, TN 37067

Phone: 410-961-9360 E-mail address: [redacted]

PROPERTY OWNER: Randal and Debra Robinson

Street Address or
property description: Property is on the south side of Old Salem Road to the east of Veterans Parkway

and/or Tax map #: 115 Group: Parcel (s): 26.00

Existing zoning classification: RM - Rutherford County

Proposed zoning classification: PRD Acreage: 19.29 Acres

Contact name & phone number for publication and notifications to the public (if different from the applicant): Rob Molchan, P.L.A. at SEC, Inc. 615-890-7901

E-mail: [redacted]

APPLICANT'S SIGNATURE (required): Signed by: Christian Macari B1B767F22C9442E... Vice President

DATE: 5/30/2025

*******For Office Use Only**********

Date received: **MPC YR.:** **MPC #:**

Amount paid: **Receipt #:**

Revised 7/20/2018

Site Engineering Consultants
850 Middle Tennessee Blvd
Murfreesboro, TN 37129
615)890-7901
www.sec-civil.com

October 17, 2025

Richard Donovan
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

RE: Robinson Bend PRD
PRD Pattern Book Summary of Changes
SEC Project No. 24380

Dear Richard,

This letter is to outline the revisions to the Robinson Bend PRD book since the September 3, 2025 Planning Commission Public Hearing meeting. All revisions are outlined below.

Summary of Revisions

Cover Page –

- Added resubmittal date for City Council Public Hearing meeting.

Page 5 –

- Added language to Sanitary Sewer section. “Summit Development will continue dialogue with City Staff on extending sewer to the property, and Summit Development will engineer the sewer plans to be the appropriate size desired by the City, and any upsizing in sewer pipe required above the demands of this project, the City will fund the difference in cost between the two pipe sizes.”

Architectural Elevations Pages –

- The revised pattern book has removed several pages related to Single-Family Detached Products and for the Single-Family Attached Townhome Products. That way we’re only showing two builder’s housing products instead of seven different builder’s products.

Ingress/Egress Page –

- Removed the language regarding the commitment for providing funding for the future traffic signal at the Old Salem Road and Veterans Parkway intersection. Then adding in the required roadway improvements to Old Salem Road as per the Murfreesboro Public Infrastructure Department.

Should you need any clarification concerning the plans or our revisions, please feel free to contact me at 615-890-7901.

Sincerely,



Rob Molchan, P.L.A.
Landscape Architect & Land Planner
SEC, Inc.

ROBINSON BEND

A REQUEST FOR ANNEXATION AND REZONING FROM MEDIUM DENSITY RESIDENTIAL (RM) TO PLANNED RESIDENTIAL DISTRICT (PRD)

Murfreesboro, Tennessee



SEC Project #24380

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Initial Submittal
June 12, 2025

Resubmitted
July 02, 2025

Resubmitted
August 21, 2025 for the September 3, 2025
Planning Commission Public Hearing Meeting

Resubmitted
October 17, 2025 for the November 6, 2025
City Council Public Hearing Meeting

Company Name: SEC, Inc.
Profession: Planning.Engineering.Landscape Architecture
Attn: Rob Molchan / Matt Taylor
Phone: (615) 890-7901
Email: [redacted]
Web: www.sec-civil.com

850 Middle Tennessee Blvd.
Murfreesboro, Tennessee 37129

Company Name: Summit Development LLC
Profession: Developer
Attn: Christian Marcari
Phone: (410) 961-9360
Email: [redacted]

370 Mallory Station Rd., Ste 511
Franklin, TN 37067

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AERIAL PHOTOGRAPH Not To Scale

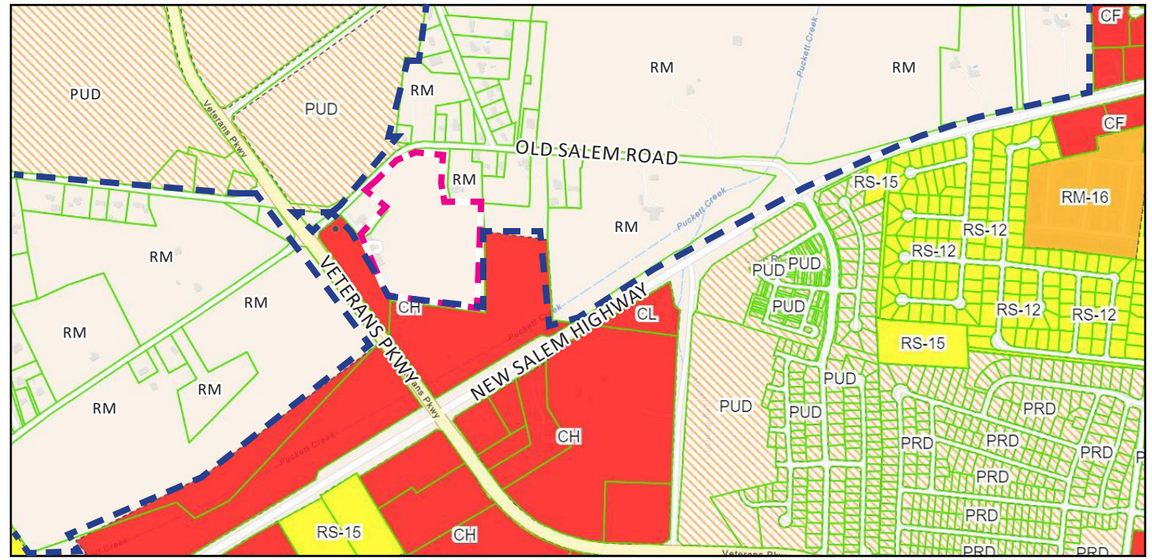
Summit Development, LLC respectfully requests annexation and rezoning of the Randal Robinson property located along Old Salem Road from Medium Density Residential (RM) in Rutherford County to a Planned Residential District (PRD) in the City of Murfreesboro to create Robinson Bend. The site is identified as Parcel 26.00 of Tax Map 115.

The PRD development will consist of 83 homes on approximately 19.26 acres for an overall density of 4.31 homes per acre. Robinson Bend will consist of 52 single-family detached lots on approximately 15.71 acres for a density of 3.31 homes per acre and 31 single-family attached townhomes on approximately 3.57 acres for a density of 8.68 homes per acre.

Single-family detached lots will be a minimum of 6,000 sf. The proposed single-family detached homes will be a minimum of 1,400 sf. and contain a minimum of 2 bedrooms. Each home will have a two car front-entry garage. The exterior elevations of the homes will be constructed with a mixture of masonry materials to add quality and character to the community.

The proposed single-family attached townhomes will be a minimum of 1,200 sf., and will have a minimum of 2 bedrooms. Each townhome unit will have a minimum one-car front entry garage. The townhomes will have elevations constructed with a mixture of masonry materials to add quality and character to the community.

Street lights shall be coordinated with MTE to provide character, safety and continuity to the neighborhood. The Old Salem Road entrance will incorporate signage on both sides of the entrance drive. Entrance signage shall be constructed of masonry material and anchored by landscaping. The Homeowners Association shall maintain all common areas.

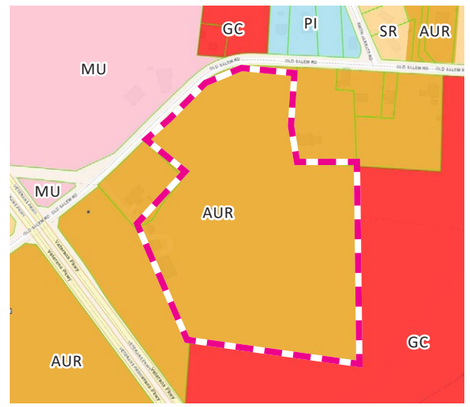


ZONING MAP Not To Scale

RS-12	Residential Single-Family	PUD	Planned Unit Development
RS-15	Residential Single-Family	PRD	Planned Residential Development
RM-16	Residential Multi-Family	RM	Medium Density Residential (Rutherford County)
CL	Commercial Local		Murfreesboro City Limits
CH	Commercial Highway		Site Boundary

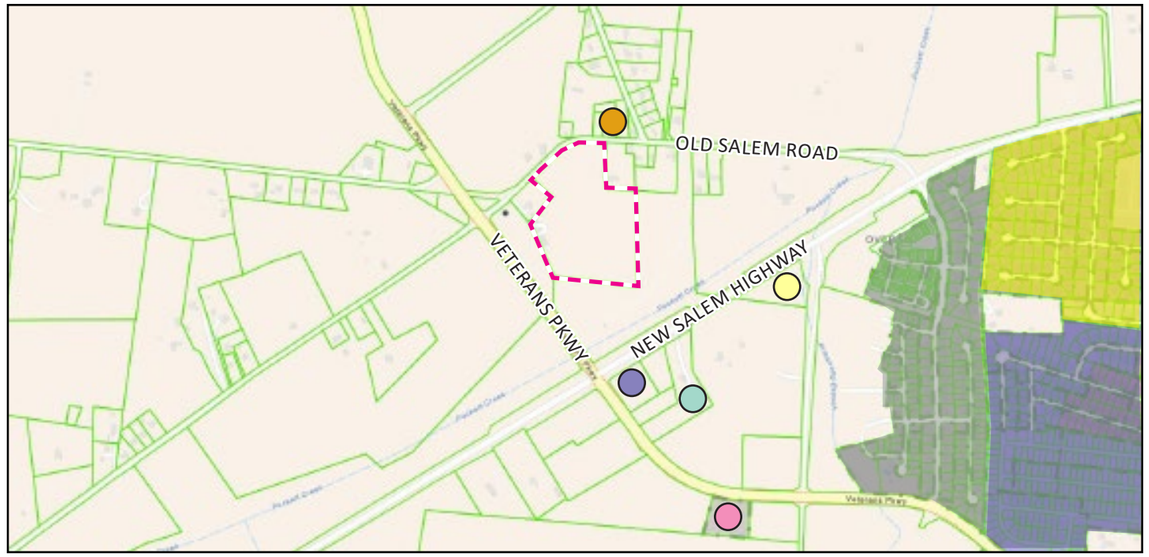
The surrounding area consists of a mixture of zoning types and land uses. The land to the north is zoned PUD (City of Murfreesboro) and RM (Rutherford County). The land to the east and west is zoned RM (Rutherford County). The majority of the land surrounding this development along the northern boundary is zoned for residential classifications, while the adjacent properties along the southern half of the property is zoned Commercial Highway (CH).

2035 FUTURE LAND USE PLAN



The proposed Murfreesboro Future Land Use Map Amendment designates this site as Auto-Urban Residential Character (AUR). The AUR category suggests small acreages, less openness, and clustered developments characterized by enhanced open space, connectivity within the development, and amenity packages, with a focus on all age groups. The AUR land use is defined by the primary development type of single-family detached homes with a density range of 4.0 to 12.0 units/acre. This land use also allows for limited amount of single-family attached homes. Compatible zoning districts include RS-10, RS-8, RS-6, RS-A1, RS-A2, RS-A3, RD, PRD, PUD, and Public Institutional Land uses.

The proposed development aligns with AUR land use as outlined in the Murfreesboro Future Land Use Plan in terms of provided amenities, connectivity within the development, dwelling types, and proposed zoning.



SUBDIVISION MAP

Not To Scale

- Weston Park & Village PUD
- Meadows at Kimbro Woods
- Belle Rive Cove
- Super 9 Gas, Wine & Spirits, Domino's Pizza
- Salem RV & Boat Storage
- Salem United Methodist Church
- Murfreesboro Fire Rescue Station 10
- Shell Gas Station/Taco Shop Express

Site Boundary



2040 MAJOR TRANSPORTATION PLAN

Not To Scale

- 3 LANE ROADWAY
- 3 LANE RECOMMENDED IMPROVEMENT
- 5 LANE ROADWAY
- 5 LANE RECOMMENDED IMPROVEMENT

Site Boundary

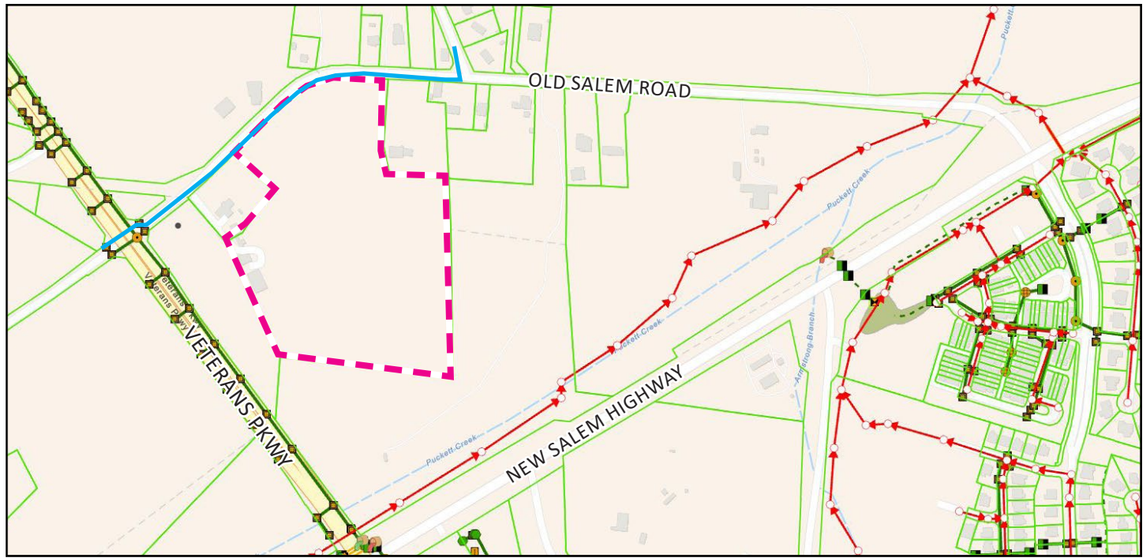
Robinson Bend is surrounded by a mixture of residential subdivisions, agricultural properties, and commercial developments. A majority of the subdivisions are located to the east of the site, including Weston Park & Village, Meadows at Kimbro Woods, Kimbro Woods, Belle Rive, and Belle Haven Cove.

Weston Park & Village is located to the east, it consists of a mixture of single-family detached homes and single-family attached townhomes. The single-family detached lots are roughly 9,600 square feet. The exterior elevations consist of mixture of masonry products including brick, stone and fiber cement board. The primary points of ingress/egress to Weston Park & Village is out to New Salem Highway and Veterans Parkway.

Belle Rive located further to the east and consists of two-story single-family detached homes with garages on lots sizes that are roughly 6,000 square feet. and includes townhomes. The exterior elevations consist of primarily of brick. There is a primary point of ingress/egress to the development from New Salem Highway.

There are various Commercial properties located to the south of the property along New Salem Highway. The nearest is the new Super 9 gas station and convenience store. This shopping center also include Super 9 Wine and Spirits and Domino's Pizza. Other commercial and civic properties in this area consist of Salem RV and Boat Storage and Murfreesboro Fire Station #10.

The property has/will have access to the existing public rights-of-way of Old Salem Road via one entrance. The development will access the eastern portion of the Old Salem Road which is not on the City of Murfreesboro's 2040 Major Transportation Plan. The development is also providing three stub streets to the surround properties to allow for additional points of ingress and egress when those properties develop in the future.



UTILITY MAP

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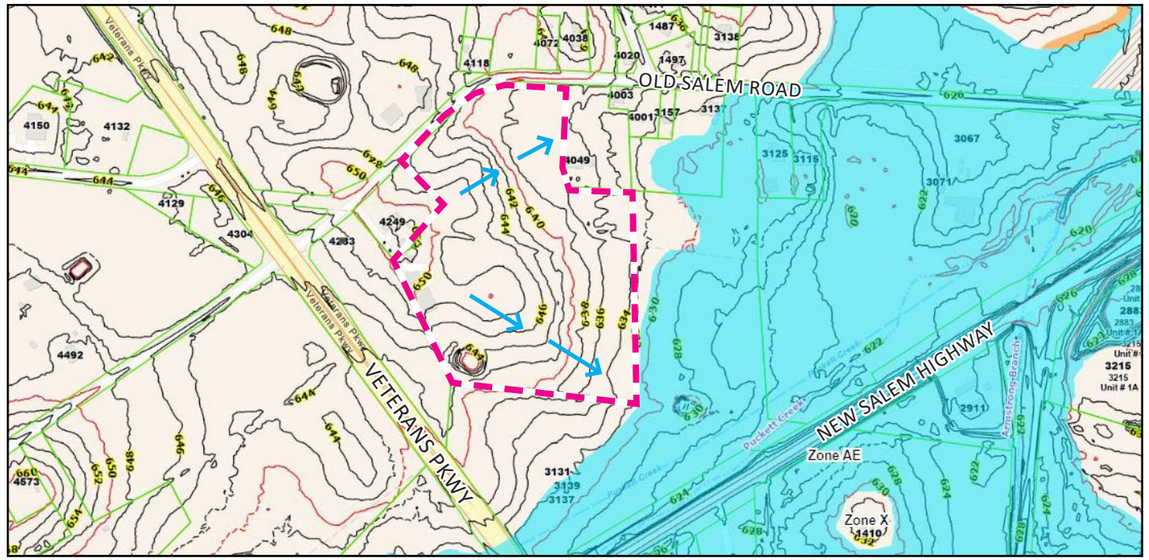
WATER

SEWER

STORMWATER

ELECTRIC

Site Boundary



HYDROLOGY AND TOPOGRAPHY

Not To Scale

WATER FLOW DIRECTION

INTERMEDIATE CONTOURS

INDEX CONTOURS

Site Boundary

Water service will be provided by the Consolidated Utility District. There is an existing 8 inch ductile iron water line that reduces down to an existing 6 inch ductile iron water line along northern side Old Salem Road. CUD is currently upsizing the existing line to a 20" ductile iron water line along the frontage of this development. The developer will be responsible for extending a waterline into the site for domestic and fire water service.

Sanitary sewer service will be provided by the Murfreesboro Water Resources Department. Sanitary sewer service will connect to an existing 15" PVC gravity sewer line along Puckett Creek to the south of the development. The developer is working with the adjacent property owner to provide a new sanitary sewer connection and easement through the adjacent property and back to the trunk line along the creek. The developer is responsible for extending the sewer into this property.

Summit Development will continue dialogue with City Staff on extending sewer to the property, and Summit Development will engineer the sewer plans to be the appropriate size desired by the City, and any upsizing in sewer pipe required above the demands of this project, the City will fund the difference in cost between the two pipe sizes.

Electric service will be provided by the Middle Tennessee Electric. Service will be extended from Old Salem Road. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.

The topographic map above shows the site's topographic high point generally at western portion of the property. From this high point, the property drains towards the northeast and southeast which eventually flows into Puckett Creek.

No portions of this property are within a designated floodway or floodplain per FEMA Flood Panel 47149C0265H eff. 1/4/2007.

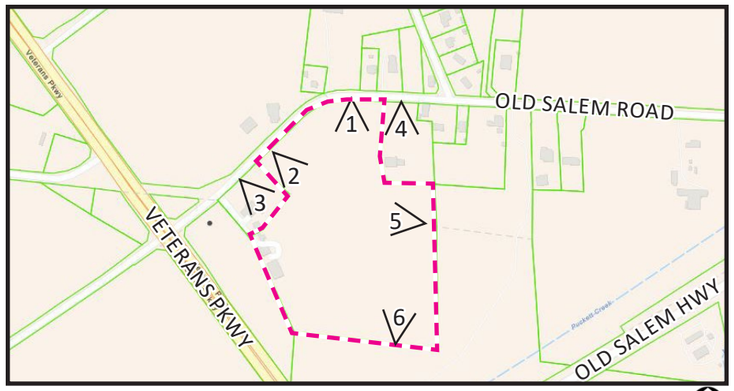


PHOTO DIRECTION MAP

Not To Scale



Site



View of Existing Field Looking South



View of Existing Field Looking Southeast



View of Neighboring Home Looking Southeast



View of Neighboring Home Looking South



View of Existing Field Looking West



View of Existing Field Looking North

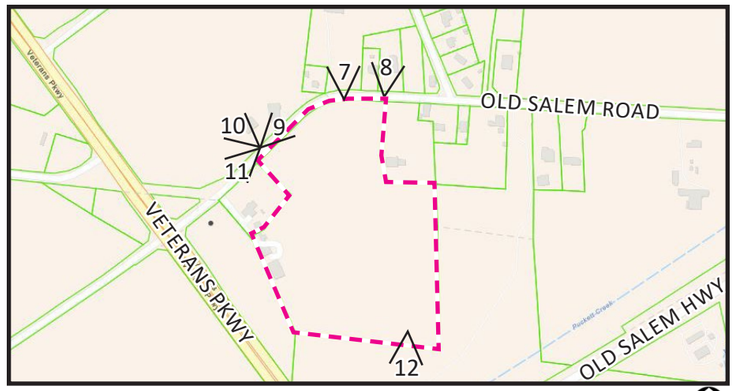
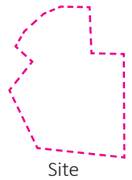


PHOTO DIRECTION MAP

Not To Scale



Site



View of Neighboring Home Looking North



View of Salem United Methodist Church Looking North



View of Old Salem Road Looking Northeast



View of Neighboring Home Looking Northwest



View of Old Salem Road Looking Southwest



View of Adjacent Property Looking South

OVERALL SITE DATA:

Total Land Area:	± 19.29 Acres
ROW dedication Area:	± 0.03 Acres
Total Single-Family Detached Units:	52 Units (62.7%)
Total Single-Family Attached Units:	31 Units (37.3%)
Total Number of Units:	83 Units
Density: 83 Units/19.26 Acres =	±4.31 Units/Acre
Required Open Space:	±3.86 Acres (20%)Min.
Provided Open Space:	±5.90 Acres (30.6%)
Max. Townhome Land Area Allowed (20%):	±3.85 acres
Total Townhome Land Area Provided:	±3.75 acres (19.47%)
Required Formal Open Space =	±0.19 acres (5.00%)
Provided Formal Open Space =	±0.28 acres (7.47%)
Provided Detention:	±1.46 Acres (7.58%)
Length of New Roadway:	±3,375 Linear Feet

Single-Family Detached Lots Parking Requirements

Required Parking (52 x 4.0 Spaces/Units):	208 Spaces
Provided Garage Spaces:	104 Spaces
Provided Driveway Spaces:	208 Spaces
Total Parking Provided =	312 Spaces (+104)

Townhome Parking Requirements

Maximum Number of Bedrooms Per Unit:	3 Bedrooms
Required Parking (31 x 3.3 Spaces/Units):	102 Spaces
Provided Garage Spaces:	39 Spaces
Provided Driveway Spaces:	78 Spaces
Provided Guest Parking Spaces:	16 Spaces
Total Parking Provided =	133 Spaces (+31)

Length of New Private Roadway:	±475 Linear Feet

- Single-Family Detached Lots
- Townhomes
- Open Space
- Detention Pond
- Sidewalk
- Roadway
- 10-FT WIDE TYPE 'A' LANDSCAPE BUFFER
- 15-FT WIDE TYPE 'D' LANDSCAPE BUFFER
- * REQUIRED ENHANCED SIDE ELEVATIONS FACING PUBLIC RIGHT OF WAY



-200’ 0’ 200’ 400’

08 PROPOSED PLANNED RESIDENTIAL DISTRICT
CONCEPTUAL SITE & LANDSCAPE PLAN

Development Standards:

- All homes developed within the subdivision shall not be sold in bulk to a developer or owner of rental units for the purpose of operating a rental community. The builder of the single-family attached and detached homes within the subdivision shall sell the units to individual buyers on an individual contract basis, not as a bulk transaction to a single entity.
- Home occupations, accessory to a principal residential use, shall be permitted in this planned district if they demonstrate that they will comply with the administrative home occupation standards in the Murfreesboro Zoning Ordinance, as they may be amended from time to time. Home occupations that do not comply with said administrative home occupation standards shall not be permitted in this planned district.
- The entrance off of Old Salem Road will have signage constructed of masonry materials and shall be anchored by landscaping. Signage shall adhere to the Murfreesboro signage ordinances.
- Builders shall install sod and landscaping along all front and sides which face onto a private or public roadway.
- All above ground utilities and mechanical equipment (i.e. HVAC and transformers) to be screened via landscape or fencing
- HVAC units will be located at the rear or side of each residence, and shall be screened from ROWs.
- All proposed on-site utilities will be underground. The existing TVA transmission line shall remain.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed
- All home owners will be required to be a member of the H.O.A.
- As a member of the H.O.A., the residents will be subject to restrictive covenants, and be required to pay membership dues as determined by the H.O.A. Board per the By-Laws
- H.O.A. will be managed by independent 3rd party management company.
- Townhomes will be for sale and platted as an Horizontal Property Regime (HPR).
- The common areas will be owned and maintained by an H.O.A.
- Parking areas for townhomes shall be private and maintained by the H.O.A.
- Townhome garages shall be restricted to parking for vehicles only, and not used for storage. This restriction will be recorded in the CCR's for the development and enforced by the H.O.A.
- Interior dimensions of garages will comply with the Murfreesboro Zoning Ordinance (19'4" wide x 20' deep for two car garages and 11'4" wide x 20' deep for single car garages)
- Streets will be a mix of public and private streets.
- Sidewalks will be provided on both sides of all streets throughout the development to create a pedestrian friendly community
- Mail service will be provided via a centralized mail kiosk.
- Solid waste services shall be provided by the City of Murfreesboro.
- Street lights within public ROW's shall be coordinated with MTE.
- Street lights within private roadways shall be coordinated with MTE.
- A 10-ft wide Type 'A' Landscape Buffer shall be installed along a portion of the western and northeastern perimeter of the development and shall be maintained by the H.O.A.
- A 15-ft wide Type 'D' Landscape Buffer shall be installed along a portion of the northwestern perimeter of the development and shall be maintained by the H.O.A.
- An average 15-ft wide landscape yard with enhanced plantings shall be located along the eastern edge of the townhome area to mitigate visual impact from the proposed ROW. Minimum planting yard width in this area shall be 12-ft.
- An average 20-ft wide landscape yard shall be provided along the Old Salem Road ROW. Minimum planting yard width in this area shall be 15-ft.



EXAMPLE OF ENTRANCE SIGN


EXAMPLE OF ROADWAY LIGHTING


EXAMPLE OF CENTRALIZED MAIL KIOSK

Single-Family Detached Site Data:

Approximate Land Area:	±15.71 Acres
Total Single-Family Detached Lots:	52 Lots
Density: 51 Lots/15.71 Acres =	±3.31 Lots/Acre
Typical Lot Size:	50’ x 120’
Minimum Lot Size:	6,000 SQFT
Minimum Lot Width:	50 Feet

Single-Family Detached Development Standards:

- 52 single-family detached lots with a minimum of 2 bedrooms.
- The homes will be a minimum of 1,400 square feet of living area
- Each home will be on individual lots of record and will be for purchase.
- All single-family detached homes shall provide at least 4 parking spaces
- All single-family detached homes will have a driveway wide enough for 2 vehicles, and have a minimum width of 16-feet and a minimum depth of 35-feet.
- Interior dimensions of garages will comply with the Murfreesboro Zoning Ordinance standards.

- Single-Family Detached Lots
- Townhomes
- Open Space
- Detention Pond
- Sidewalk
- Roadway
- 10-FT WIDE TYPE 'A' LANDSCAPE BUFFER
- 15-FT WIDE TYPE 'D' LANDSCAPE BUFFER
- * REQUIRED ENHANCED SIDE ELEVATIONS FACING PUBLIC RIGHT OF WAY

* Enhanced side elevations shall include a minimum of 35% brick or stone material consistent with the materials used on the front elevation of the home or unit. Shutters shall also be installed on the side elevations and shall match in style and color, if present, on the front elevation.



Single-Family Detached Homes Architectural Characteristics:

- Building heights shall not exceed 35 feet in height
- Homes will be 1 or 2 stories
- All homes will have at least 2 bedrooms
- All homes will have eaves
- All homes will have a patio area at the rear of the unit
- All homes will have a 2-car front-entry garages
- Garage doors will range from white to neutral colors in order to match the trim and color palette of each home.
- Interior dimensions of garages will comply with the Murfreesboro Zoning Ordinance (19'4" wide x 20' deep for two car garages and 11'4" wide x 20' deep for single car garages)

Building Materials:

Front Elevations: Minimum height 30-36 inch brick or stone water table (ideally from the window sill and below), the remainder of the elevation to be cement board siding.

Secondary Street Elevations: Will match primary front elevation

Side & Rear Elevations: Minimum height 30-36 inch brick or stone water table (ideally from the window sill and below), the remainder of the elevation to be cement board siding.

All Elevations: Vinyl Only Permitted in Trim & Soffit Areas



Example of Brick
(Different colors, cuts, patterns will be allowed)



Example of Fiber Cement Board
(Different colors will be allowed)



Example of Board and Batten
(Different colors will be allowed)



Example of Asphalt Shingles
(Different colors will be allowed)



Example of Stone Veneer
(Different colors, cuts, patterns will be allowed)



Example of Metal Seam Roof
(Different colors will be allowed)

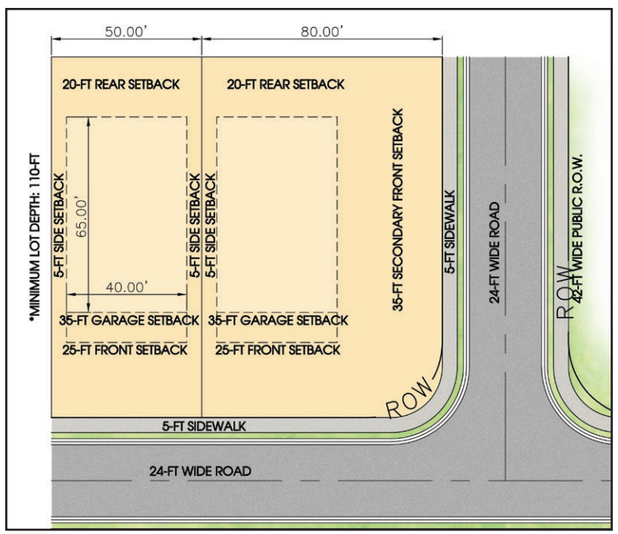


Setbacks Proposed in PRD compared to RS-6 Zoning

Single-Family Detached Homes Minimum Building Setbacks (Internal)

	RS-6	vs.	Proposed PRD
Front Setback to Garage:	35-ft		35-ft Front Setback to Garage
Front Setback to Main Structure:	25-ft		25-ft Front Setback to Main Structure
Secondary Front Setback:	35-ft		35-ft Secondary Front Setback
Side Setback:	5-ft		5-ft Side Setback
Rear Setback:	20-ft		20-ft Rear Setback

*Covered porches/stoops shall be permitted to encroach a maximum of 5-ft into the front, the secondary front, and rear setbacks.



*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.



SINGLE FAMILY DETACHED OPTION 1 - FRONT ELEVATION ‘A’



SINGLE FAMILY DETACHED OPTION 1 - FRONT ELEVATION ‘B’



SINGLE FAMILY DETACHED OPTION 1 - FRONT ELEVATION ‘C’



SINGLE FAMILY DETACHED OPTION 1 - REAR AND SIDE ELEVATION EXAMPLE

*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.



SINGLE FAMILY DETACHED OPTION 2 - FRONT ELEVATION ‘A’



SINGLE FAMILY DETACHED OPTION 2 - FRONT ELEVATION ‘B’



SINGLE FAMILY DETACHED OPTION 2 - FRONT ELEVATION ‘C’

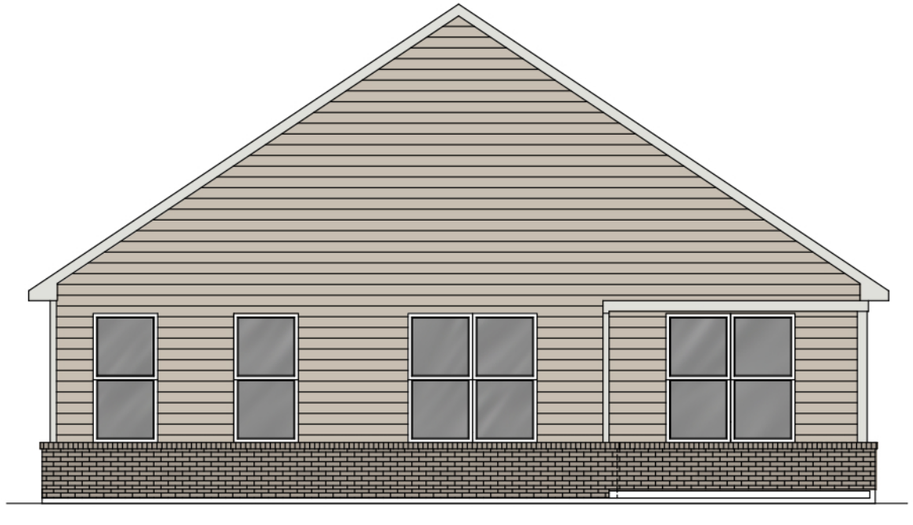


SINGLE FAMILY DETACHED OPTION 2 - REAR AND SIDE ELEVATION EXAMPLE

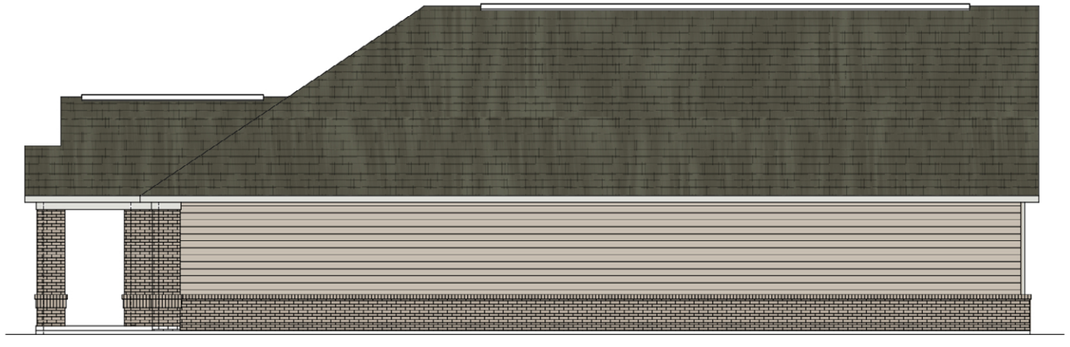
*Architecture shown is illustrative and only meant to convey the general appearance and character of the building.
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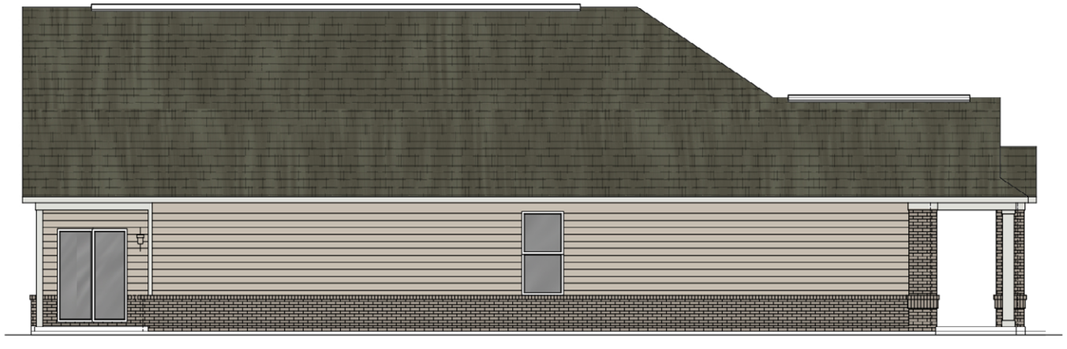
SINGLE FAMILY DETACHED OPTION 3 - FRONT ELEVATION ‘A’



SINGLE FAMILY DETACHED OPTION 3 - REAR ELEVATION



SINGLE FAMILY DETACHED OPTION 3 - LEFT SIDE ELEVATION

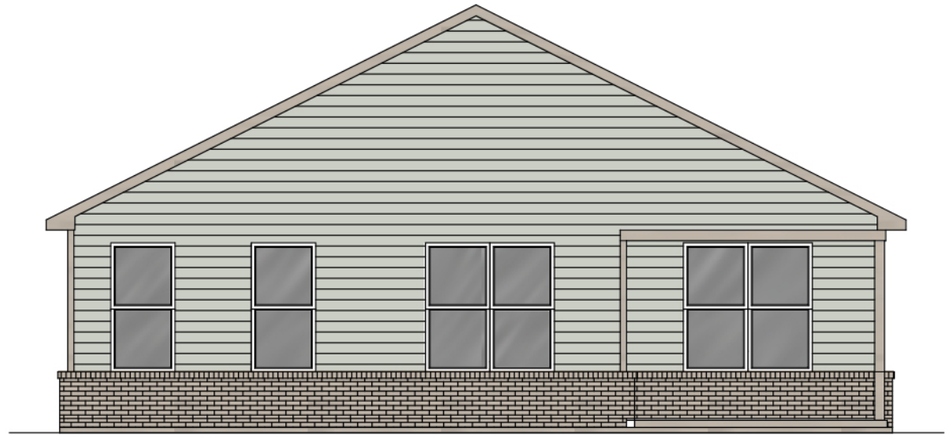


SINGLE FAMILY DETACHED OPTION 3 - RIGHT SIDE ELEVATION

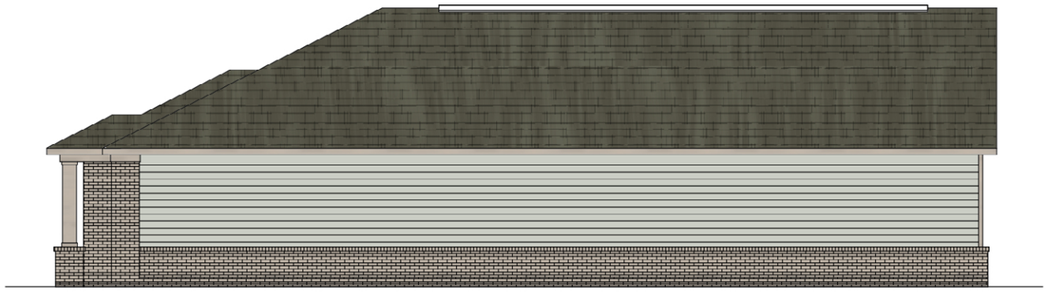
*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.



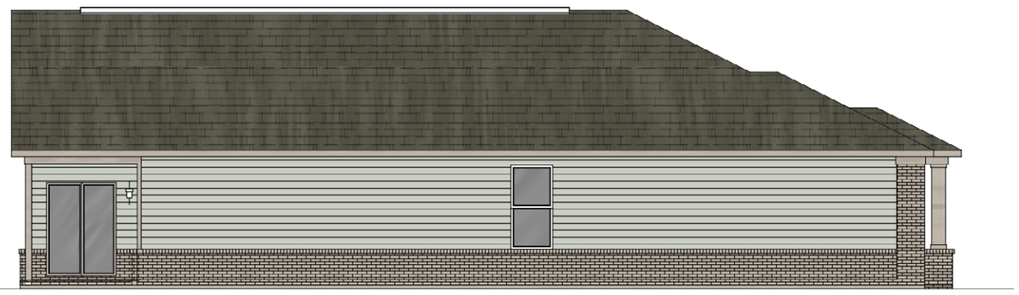
SINGLE FAMILY DETACHED OPTION 4 - FRONT ELEVATION 'A'



SINGLE FAMILY DETACHED OPTION 4 - REAR ELEVATION



SINGLE FAMILY DETACHED OPTION 4 - LEFT SIDE ELEVATION



SINGLE FAMILY DETACHED OPTION 4 - RIGHT SIDE ELEVATION

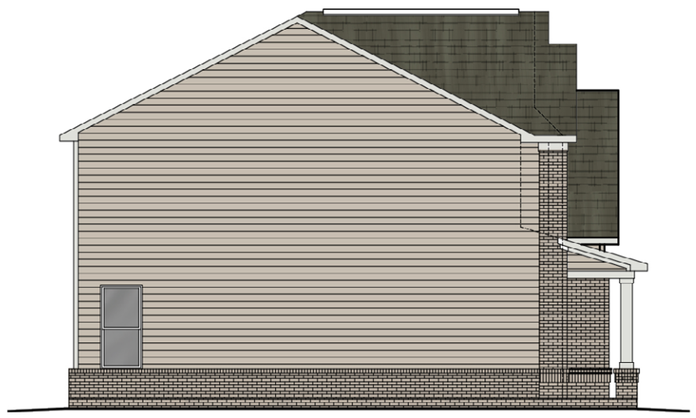
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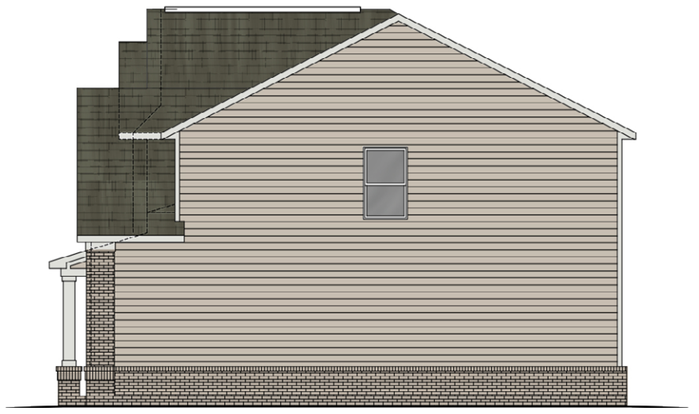
SINGLE FAMILY DETACHED OPTION 5 - FRONT ELEVATION 'A'



SINGLE FAMILY DETACHED OPTION 5 - REAR ELEVATION



SINGLE FAMILY DETACHED OPTION 5 - LEFT SIDE ELEVATION



SINGLE FAMILY DETACHED OPTION 5 - RIGHT SIDE ELEVATION

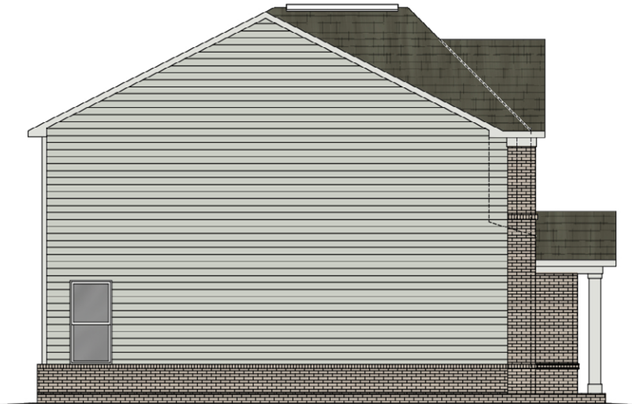
*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.



SINGLE FAMILY DETACHED OPTION 6 - FRONT ELEVATION 'A'



SINGLE FAMILY DETACHED OPTION 6 - REAR ELEVATION



SINGLE FAMILY DETACHED OPTION 6 - LEFT SIDE ELEVATION



SINGLE FAMILY DETACHED OPTION 6 - RIGHT SIDE ELEVATION

*Architecture shown is illustrative and only meant to convey the general appearance and character of the building.
Final architecture shall be provided at the site plan level and will meet design guidelines.



SINGLE FAMILY DETACHED OPTION 7 - FRONT ELEVATION 'A'



SINGLE FAMILY DETACHED OPTION 7 - REAR ELEVATION



SINGLE FAMILY DETACHED OPTION 7 - LEFT SIDE ELEVATION



SINGLE FAMILY DETACHED OPTION 7 - RIGHT SIDE ELEVATION

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SINGLE FAMILY DETACHED OPTION 8 - FRONT ELEVATION 'A'



SINGLE FAMILY DETACHED OPTION 8 - REAR ELEVATION



SINGLE FAMILY DETACHED OPTION 8 - LEFT SIDE ELEVATION



SINGLE FAMILY DETACHED OPTION 8 - RIGHT SIDE ELEVATION

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Final architecture shall be provided at the site plan level and will meet design guidelines.



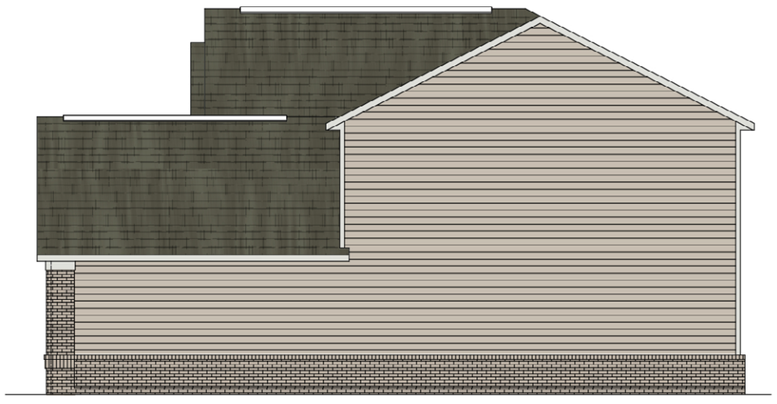
SINGLE FAMILY DETACHED OPTION 9 - FRONT ELEVATION 'A'



SINGLE FAMILY DETACHED OPTION 9 - REAR ELEVATION



SINGLE FAMILY DETACHED OPTION 9 - LEFT SIDE ELEVATION



SINGLE FAMILY DETACHED OPTION 9 - RIGHT SIDE ELEVATION

*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.



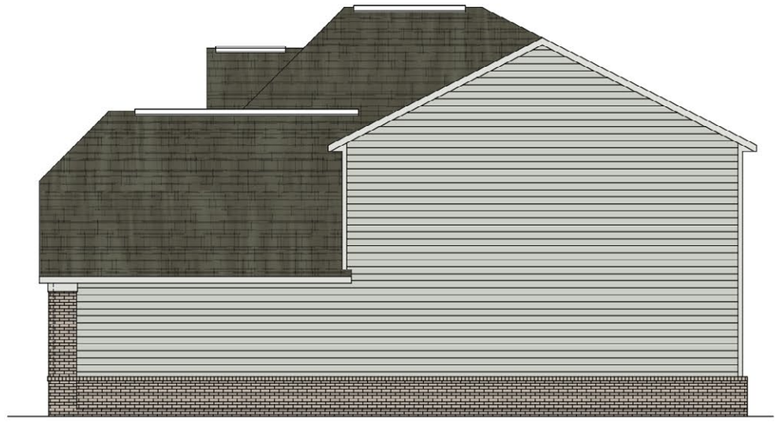
SINGLE FAMILY DETACHED OPTION 10 - FRONT ELEVATION ‘A’



SINGLE FAMILY DETACHED OPTION 10 - REAR ELEVATION



SINGLE FAMILY DETACHED OPTION 10 - LEFT SIDE ELEVATION



SINGLE FAMILY DETACHED OPTION 10 - RIGHT SIDE ELEVATION

*Architecture shown is illustrative and only meant to convey the general appearance and character of the building.
Final architecture shall be provided at the site plan level and will meet design guidelines.



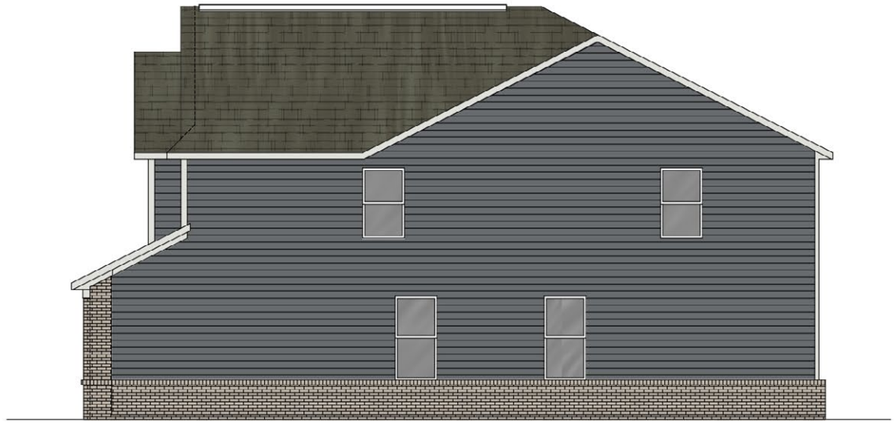
SINGLE FAMILY DETACHED OPTION 11 - FRONT ELEVATION 'A'



SINGLE FAMILY DETACHED OPTION 11 - REAR ELEVATION



SINGLE FAMILY DETACHED OPTION 11 - LEFT SIDE ELEVATION



SINGLE FAMILY DETACHED OPTION 11 - RIGHT SIDE ELEVATION

*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.



SINGLE FAMILY DETACHED OPTION 12 - FRONT ELEVATION 'A'



SINGLE FAMILY DETACHED OPTION 12 - REAR ELEVATION



SINGLE FAMILY DETACHED OPTION 12 - LEFT SIDE ELEVATION



SINGLE FAMILY DETACHED OPTION 12 - RIGHT SIDE ELEVATION

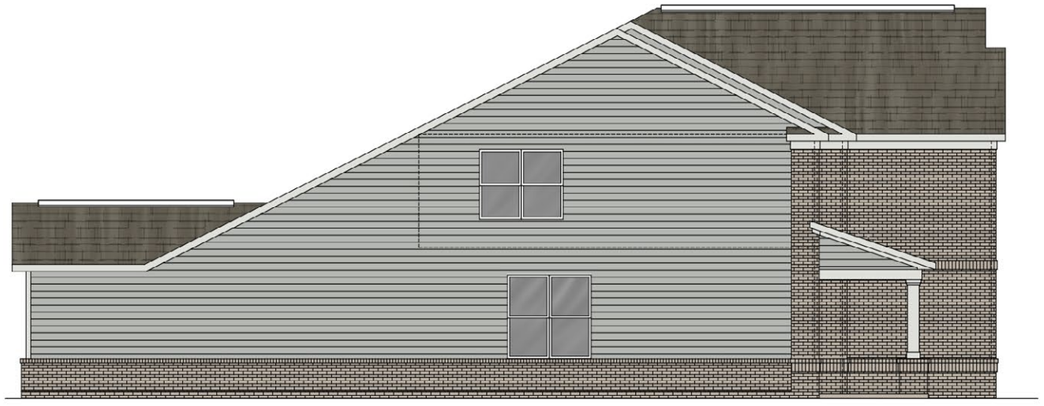
*Architecture shown is illustrative and only meant to convey the general appearance and character of the building.
Final architecture shall be provided at the site plan level and will meet design guidelines.



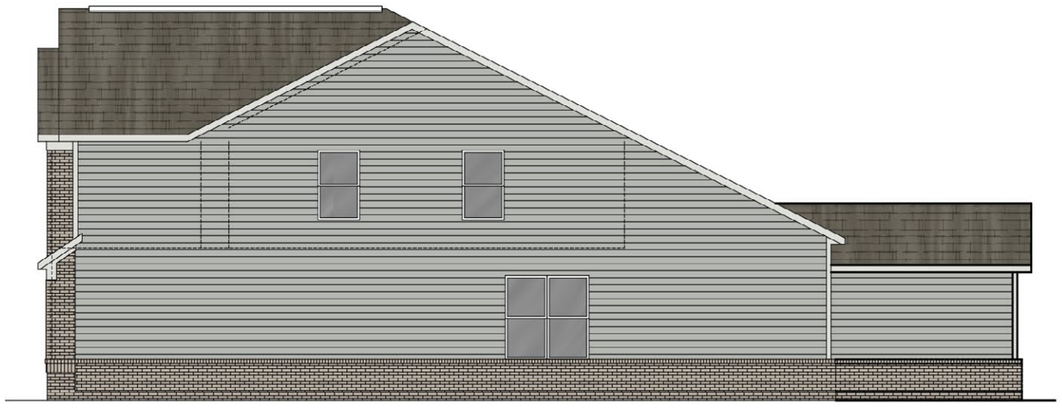
SINGLE FAMILY DETACHED OPTION 13 - FRONT ELEVATION ‘A’



SINGLE FAMILY DETACHED OPTION 13 - REAR ELEVATION



SINGLE FAMILY DETACHED OPTION 13 - LEFT SIDE ELEVATION



SINGLE FAMILY DETACHED OPTION 13 - RIGHT SIDE ELEVATION

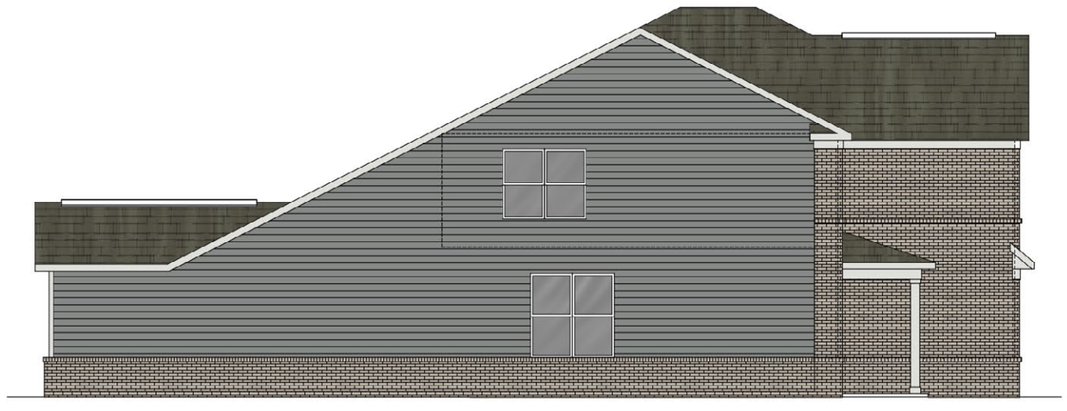
*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.



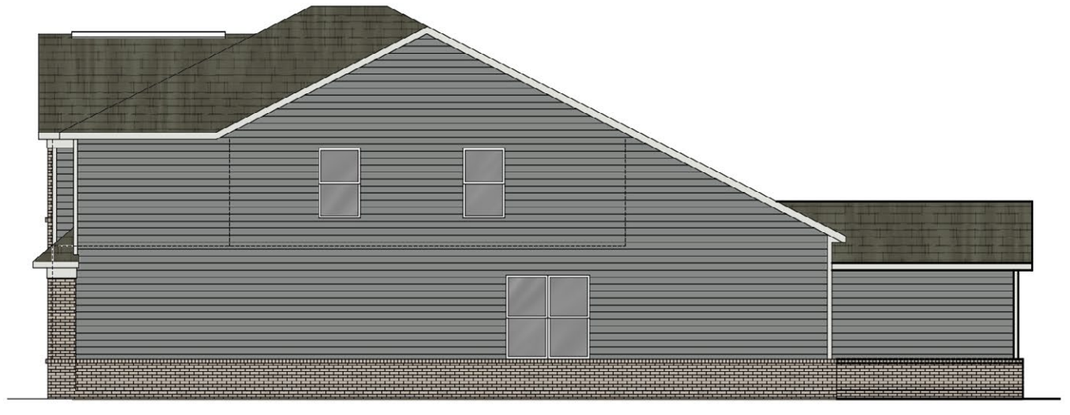
SINGLE FAMILY DETACHED OPTION 14 - FRONT ELEVATION 'A'



SINGLE FAMILY DETACHED OPTION 14 - REAR ELEVATION



SINGLE FAMILY DETACHED OPTION 14 - LEFT SIDE ELEVATION



SINGLE FAMILY DETACHED OPTION 14 - RIGHT SIDE ELEVATION

*Architecture shown is illustrative and only meant to convey the general appearance and character of the building.
Final architecture shall be provided at the site plan level and will meet design guidelines.

Single-Family Attached HPR Site Data:

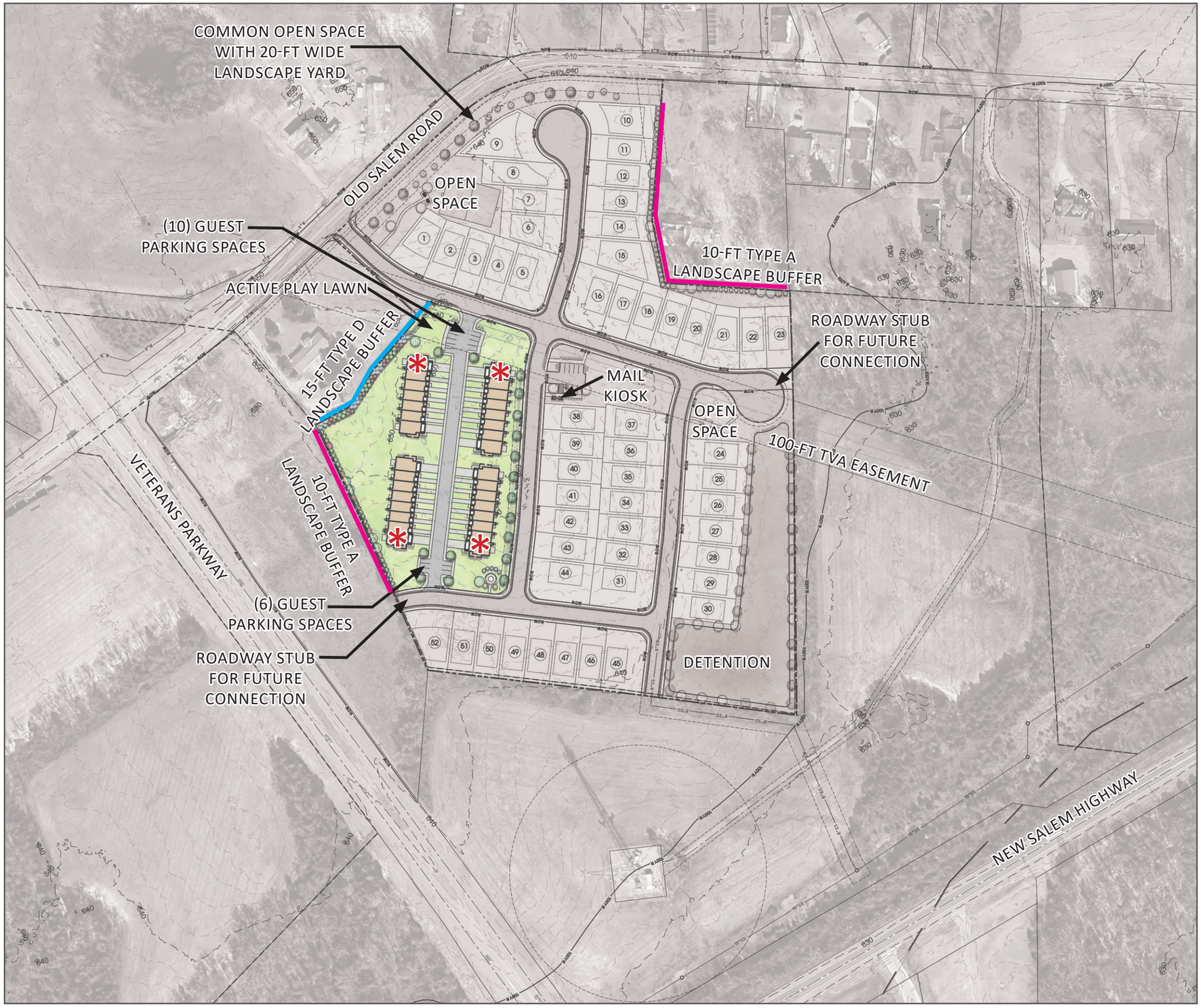
Approximate Land Area:	±3.57 Acres
Total Single-Family Attached Units:	31 Units
Density: 31 Units/3.57 Acres =	±8.68 Units/Acre

Single-Family Attached HPR Development Standards:

- 31 single-family attached homes with a minimum of 2 bedrooms up to a maximum of 3 bedrooms.
- Each unit will be for purchase and sold via a horizontal Property Regime (HPR).
- Each single-family attached home shall provide at least 3 parking spaces per home (2 outside of garage).
- Each townhome unit shall have at least a 1-car garage.
- Each townhome internal unit shall have a driveway wide enough for 1-car and deep enough for 2-cars in the driveway. Driveways shall be have a minimum width of 10-ft and a depth of 35-feet.
- Each townhome end unit shall have a driveway wide enough for 2 vehicles and deep enough for 4-cars in the driveway. Driveways shall be have a minimum width of 16-ft and a depth of 35-feet.
- Garages shall be restricted to vehicular parking only, and the use of garage space for non-vehicular storage will be prohibited and recorded in the development's CCR's.

- Single-Family Detached Lots
- Townhomes
- Open Space
- Detention Pond
- Sidewalk
- Roadway
- 10-FT WIDE TYPE 'A' LANDSCAPE BUFFER
- 15-FT WIDE TYPE 'D' LANDSCAPE BUFFER
- * REQUIRED ENHANCED SIDE ELEVATIONS FACING PUBLIC RIGHT OF WAY

* Enhanced side elevations shall include a minimum of 35% brick or stone material consistent with the materials used on the front elevation of the home or unit. Shutters shall also be installed on the side elevations and shall match in style and color, if present, on the front elevation.



Single-Family Attached Homes Architectural Characteristics:

- Building heights shall not exceed 35 feet in height
- Homes will be 1 or 2 stories
- All units will have at least 2 bedrooms
- All units will have eaves
- Townhomes will be for sale and platted as an Horizontal Property Regime (HPR).
- All units will have a patio area at the rear of the unit
- Patios may be screened with an optional 6-ft tall white or neutral colored vinyl privacy fence between homes.
- All homes will have a minimum 1-car front-entry garage
- Garage doors will range from white to neutral colors in order to match the trim and color palette of each home.
- Interior dimensions of garages will comply with the Murfreesboro Zoning Ordinance (19'4" wide x 20' deep for two car garages and 11'4" wide x 20' deep for single car garages)



Example of Stone Veneer
(Different colors, cuts, patterns will be allowed)



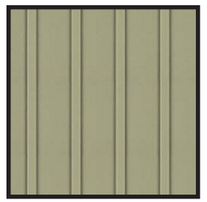
Example of Brick
(Different colors, cuts, patterns will be allowed)



Example of Asphalt Shingles
(Different colors will be allowed)



Example of Fiber Cement Board
(Different colors will be allowed)



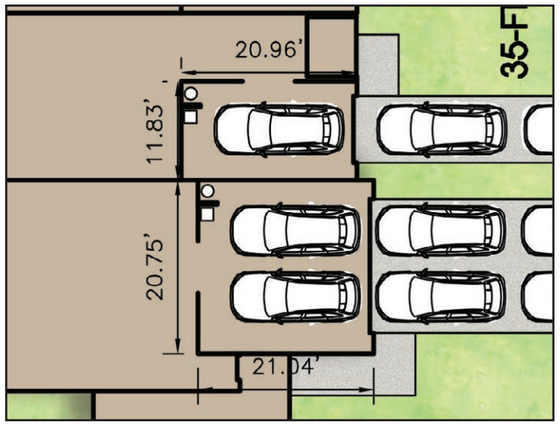
Example of Board and Batten
(Different colors will be allowed)

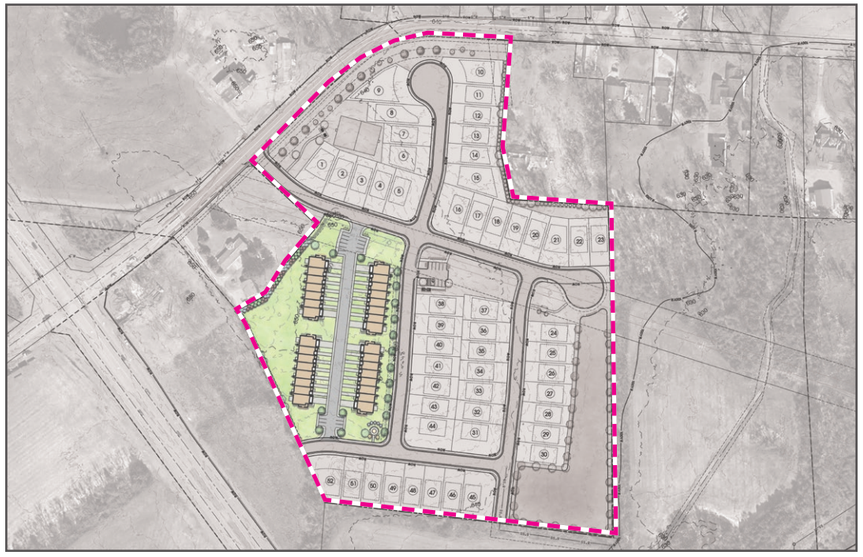


Example of Metal Seam Roof
(Different colors will be allowed)

Building Materials:

Front Elevations:	Minimum height 30-36 inch brick or stone water table (ideally from the window sill and below), the remainder of the elevation to be cement board siding.
Secondary Street Elevations:	Will match primary front elevation
Side & Rear Elevations:	Minimum height 30-36 inch brick or stone water table (ideally from the window sill and below), the remainder of the elevation to be cement board siding.
All Elevations:	Vinyl Only Permitted in Trim & Soffit Areas



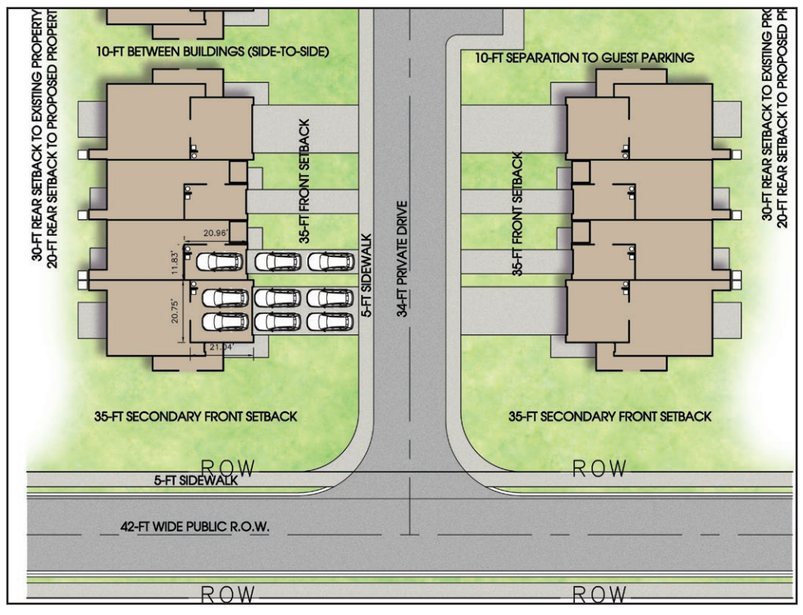


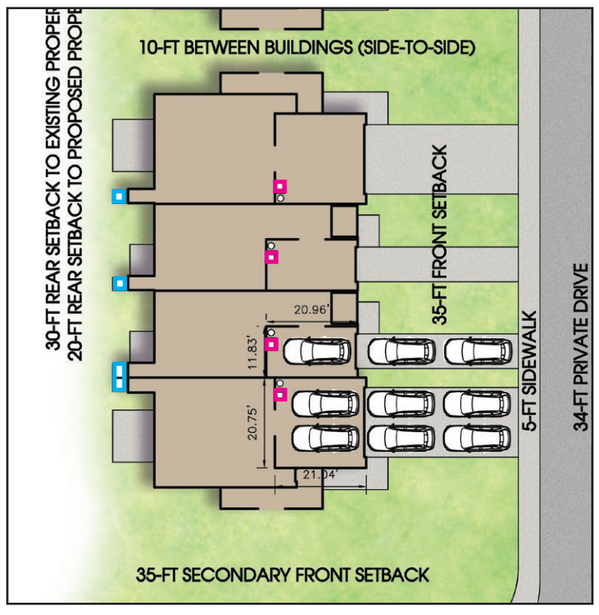
Setbacks Proposed in PRD compared to RS-A Type 2 Zoning

Single-Family Attached Homes Minimum Building Setbacks (Internal)

	RS-A Type 2	vs.	Proposed PRD
Garage to Back of Sidewalk:	35-ft		35-ft Front Setback
Side to Back of Sidewalk (Corner):	35-ft		35-ft Front Setback
Side to Side Between Buildings:	10-ft		10-ft Side Setback
Rear to Proposed Property Lines:	20-ft		20-ft Rear Setback

*Covered porches/stoops shall be permitted to encroach a maximum of 5-ft into the front, the secondary front, and rear setbacks.
**Secondary Front Setback shall refer to any front setback where a driveway or garage does not directly front onto a roadway





HVAC UNIT TRASH CART

*Architecture shown is illustrative and only meant to convey the general appearance and character of the building.
Final architecture shall be provided at the site plan level and will meet design guidelines.



OPTION 1 - SINGLE FAMILY ATTACHED ELEVATION



OPTION 1 - SINGLE FAMILY ATTACHED ELEVATION

*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.



OPTION 2 - SINGLE FAMILY ATTACHED ELEVATION



OPTION 2 - SINGLE FAMILY ATTACHED ELEVATION

*Architecture shown is illustrative and only meant to convey the general appearance and character of the building.
Final architecture shall be provided at the site plan level and will meet design guidelines.



OPTION 3 SINGLE FAMILY ATTACHED - FRONT ELEVATION



OPTION 3 SINGLE FAMILY ATTACHED - LEFT ELEVATION



OPTION 3 - SINGLE FAMILY ATTACHED REAR ELEVATION



OPTION 3 SINGLE FAMILY ATTACHED - RIGHT ELEVATION

*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.



OPTION 4 SINGLE FAMILY ATTACHED - FRONT ELEVATION



OPTION 4 SINGLE FAMILY ATTACHED - LEFT ELEVATION



OPTION 4 - SINGLE FAMILY ATTACHED - REAR ELEVATION



OPTION 4 SINGLE FAMILY ATTACHED - RIGHT ELEVATION

*Architecture shown is illustrative and only meant to convey the general appearance and character of the building.
Final architecture shall be provided at the site plan level and will meet design guidelines.

Pursuant to the City of Murfreesboro's 2040 Major Transportation Plan (MTP), none of the roadways near this development are slated for improvements. Old Salem Road is a residential collector roadway where the majority of vehicular trips generated by this development will impact. It is currently built as a 2-lane cross-section with no curb and gutter and no sidewalks along both sides of the roadway.

The main entrance to the development is proposed to incorporate two travel lanes; one lane into the site and one lane out of the site. The master plan has included potential secondary means of ingress/egress from the development via stubs for potential future developments to the south, east, and west.

The streets within the development will be primarily public streets with a typical Local Street with a 42-ft cross-section, and a private street with a 34-ft cross-section within a private access easement. Illustrations on Page 45 show examples of the proposed road cross-section(s).

Traffic Impact Study

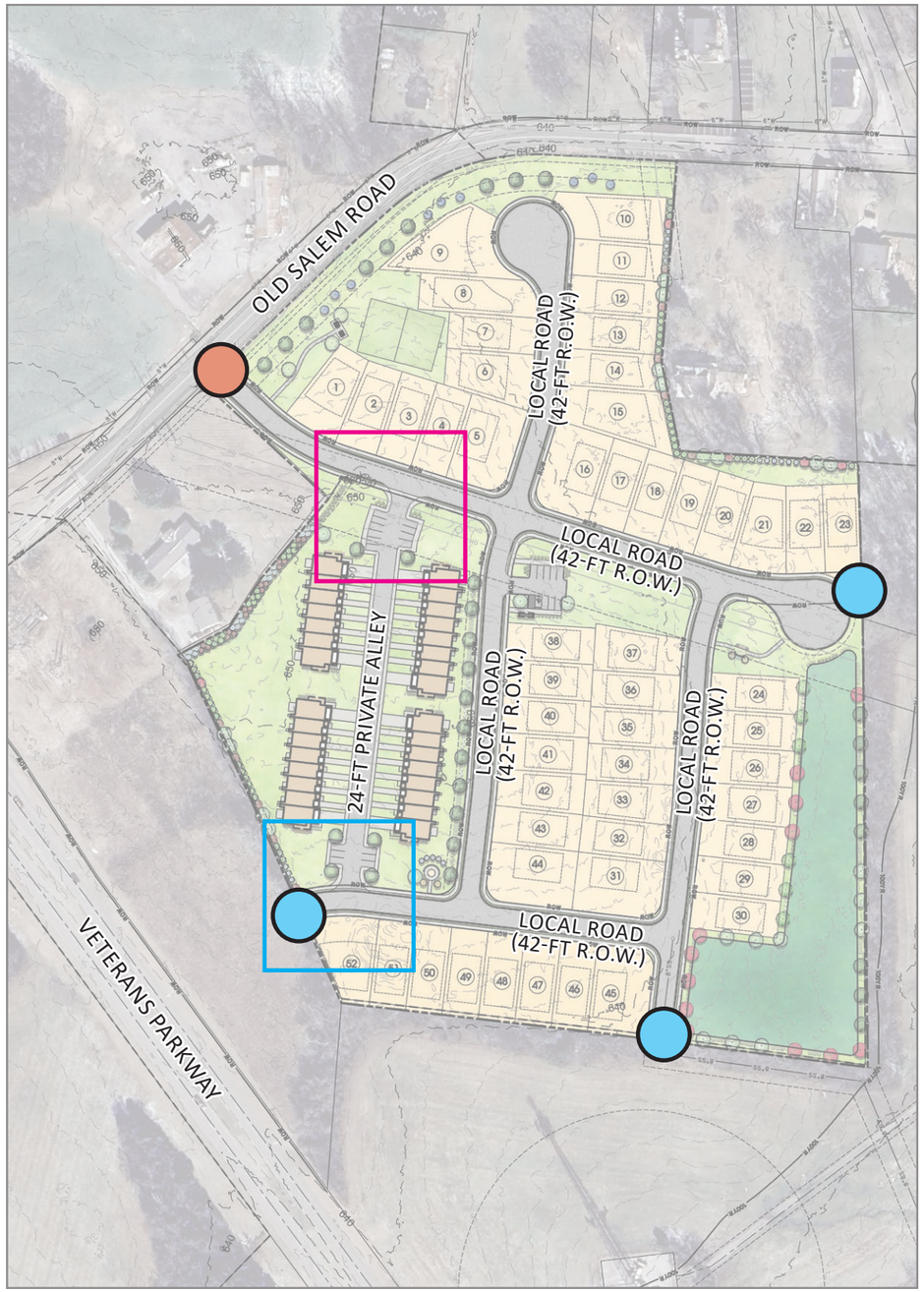
A Traffic Impact Study was conducted for this development. The TIS does not specify any recommended roadway improvements to the surround existing roadways.

Although there are no required roadway improvements, the developer will be responsible for the following improvements to Old Salem Road:

•Provide the improvement of curb and gutter from the existing curb and gutter just to the west of the property, and extend the curb and gutter along the development frontage up to the eastern property line along southern side of Old Salem Road.

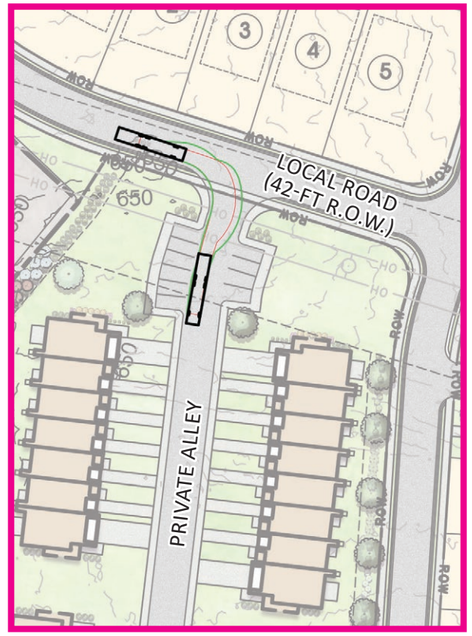
•Provide 5-ft wide sidewalk along the length of the development's frontage along the southern side of Old Salem Road.

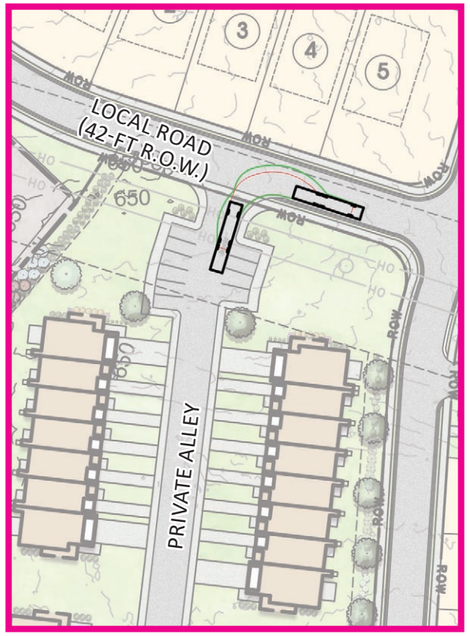
•On the northern side of the Old Salem Road, provide a 2-foot wide shoulder transitioning from the existing curb and gutter to the west of the property all the way to the church parking lot at 4038 Old Salem Road.

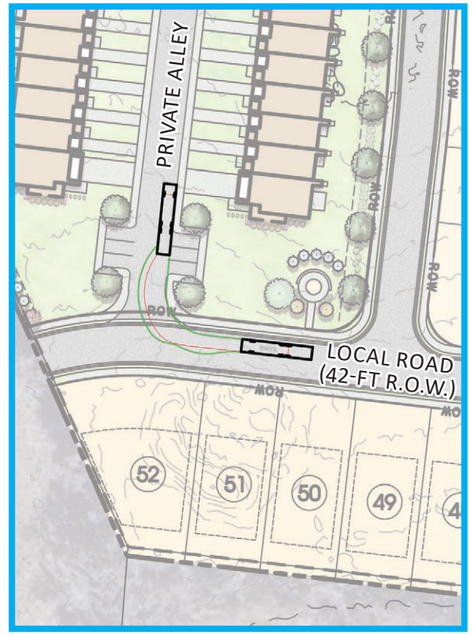


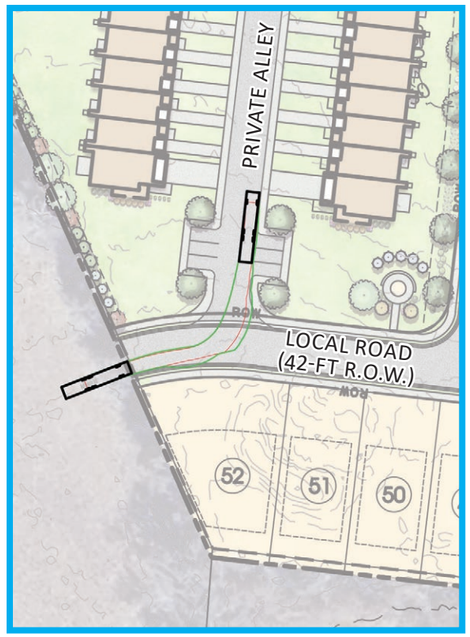
ENTRANCES TO PRD

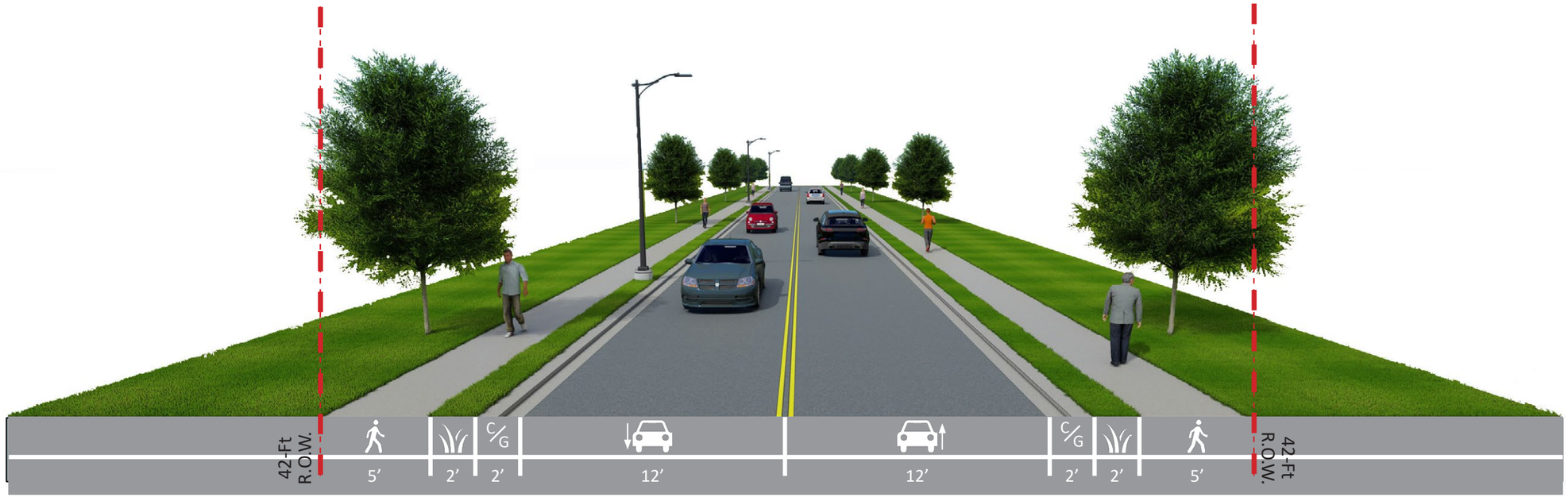
FUTURE CONNECTIONS TO PRD



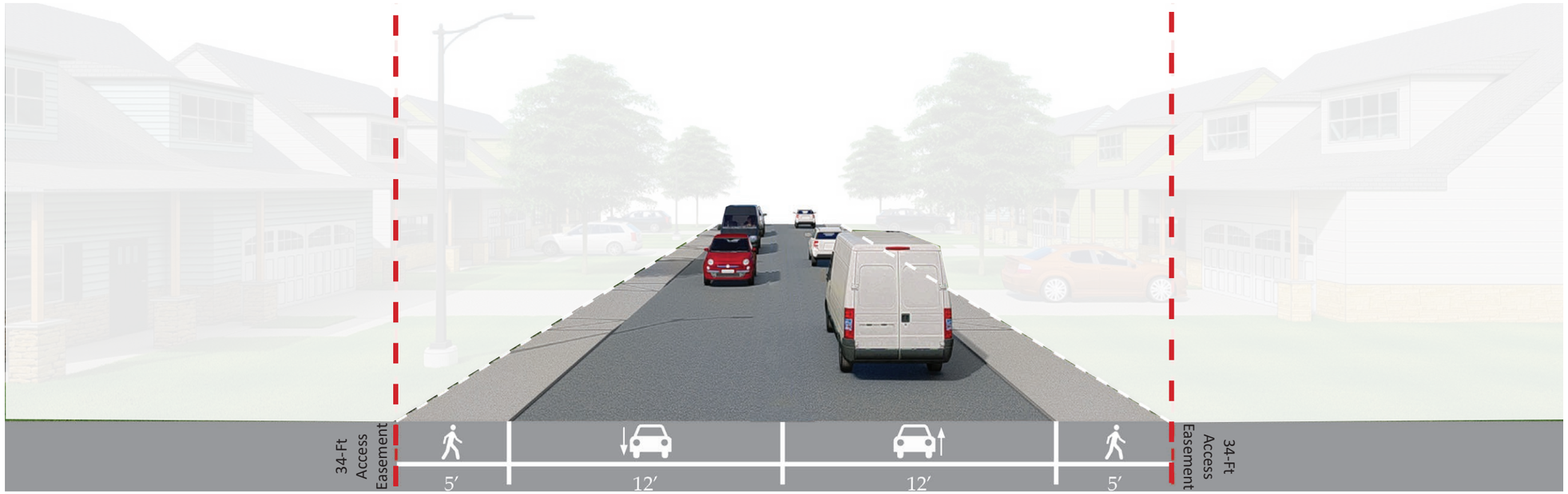




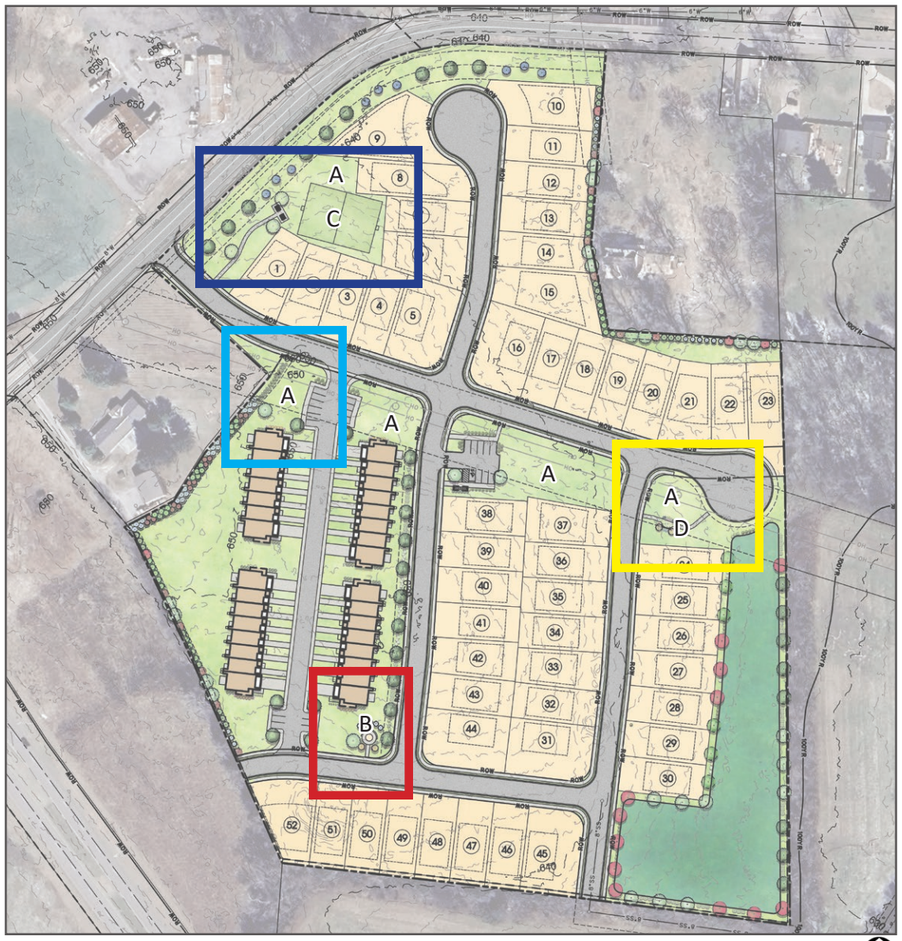




Typical Public Street - 42 -ft. R.O.W.
(See Page 18 for location of private vs public roads)



Typical Private Street - 34-ft Public Access Easement
(See Page 18 for location of private vs public roads)



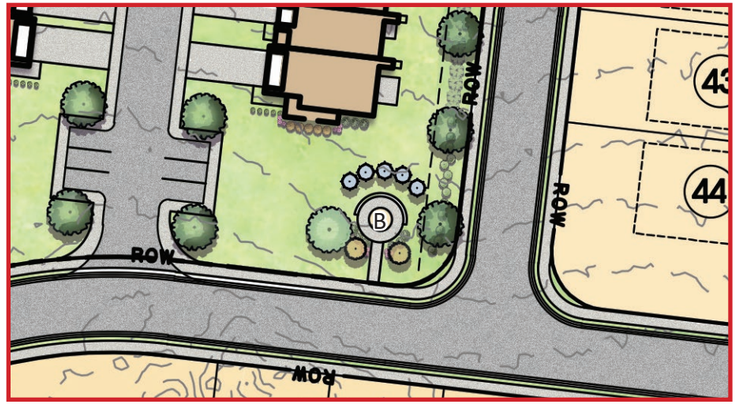
LOCATION MAP - AMENITIES

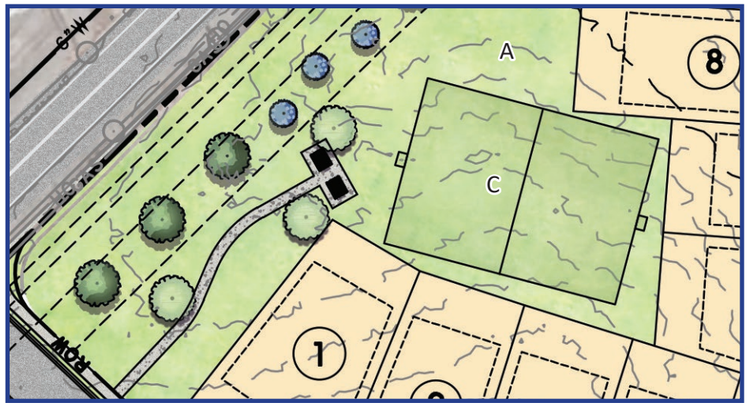
Not To Scale

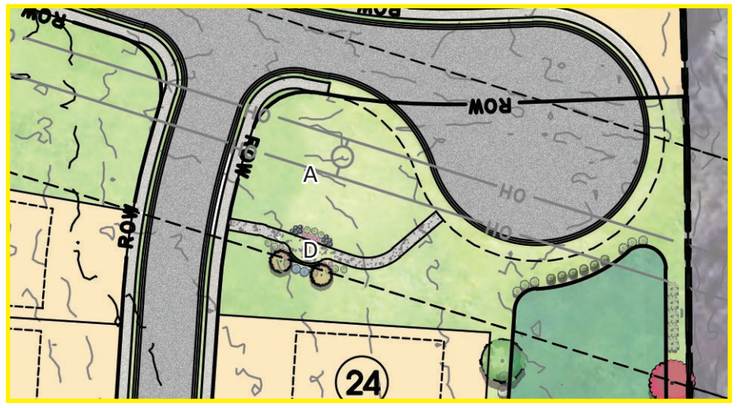
A	Active Play Lawn	C	Soccer Play Field
B	Community Fire Pit	D	Seating Area & Active Play Lawn

With this request, Robinson Bend will be dedicating almost 6 acres (30% of the site) to open space. The open space areas will be comprised of usable open space and detention areas. Usable open space areas spread around the overall development will offer the following amenities; Active Play Lawns, Soccer Play Field, Seating Plazas and a Community Fire Pit. Sidewalks will line both sides of all streets (public and private) to provide pedestrian circulation through the neighborhood for residents.









LOCATION MAP - ACTIVE AMENITIES AREA



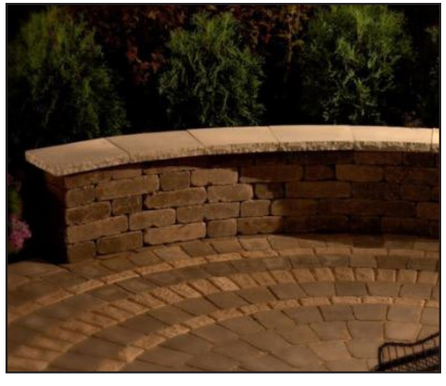
Example of Active Play Lawn



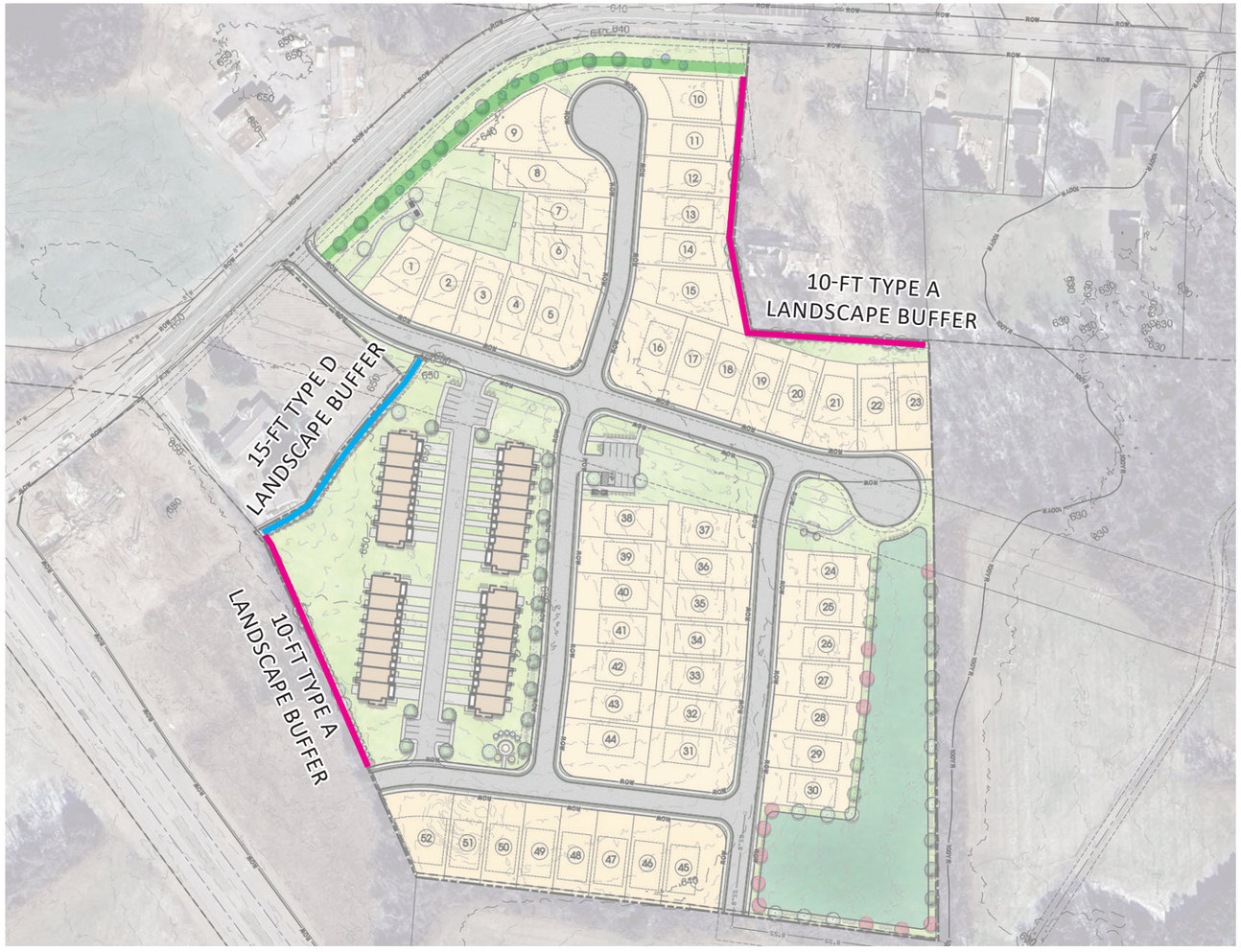
Example of Active Soccer Play Field



Example of Community Fire Pit



Example of Seating Area



The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for the residents, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined below as well as a sample palette provided.

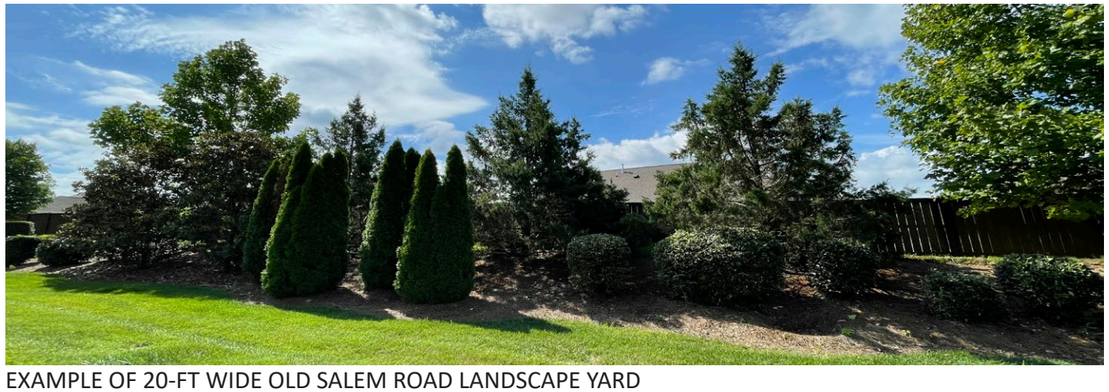
Residential Landscaping Characteristics:

- A 10-ft wide Type 'A' Landscape Buffer shall be installed along the western and northeastern perimeter of the development and shall be maintained by the H.O.A.
- A 15-ft wide Type 'D' Landscape Buffer shall be installed along a portion of the northwestern perimeter of the development and shall be maintained by the H.O.A.
- A 20-ft wide landscape yard shall be provided along Old Salem Road between utility easements along the road and the lots backing up to Old Salem Road. This landscape yard will be planted with a mixture of deciduous and evergreen trees and shrubs.
- A minimum 10-feet of landscape area between parking lots/areas and all property lines.
- Public rights-of-way screened from parking lots/areas by use of landscaping and/or berming.
- Low level screening shrubs shall be installed where parking headlights interfere with R.O.W. or adjacent residential uses to help shield headlight glares.
- The front and side of all homes/townhomes that face a public/private roadway shall have a minimum 3-ft wide landscape bed along those foundations.
- Landscaping will be in conformance with the City of Murfreesboro's Landscaping Ordinance.
- H.O.A. will be responsible for the maintenance and upkeep of all landscape and lawn areas within open space of the development.

10-FT WIDE TYPE 'A' LANDSCAPE BUFFER

15-FT WIDE TYPE 'D' LANDSCAPE BUFFER

20-FT WIDE OLD SALEM ROAD LANDSCAPE YARD



EXAMPLE OF 20-FT WIDE OLD SALEM ROAD LANDSCAPE YARD



EXAMPLE OF LANDSCAPE BUFFER

1.) A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.

Response: Exhibits shown on Pages 3- 5 provide the requested materials.

2.) A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; location and extent of water courses, wetlands, floodways, and floodplains on or within one hundred (100) feet of the subject property; existing drainage patterns; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property.

Response: Exhibits shown on Pages 3- 5 provide the requested materials.

3.) A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structures on-site and within two hundred (200) feet of the subject property and the identification of the use thereof.

Response: Exhibits shown on Pages 3- 5 provide the requested materials.

4.) A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; the general location and maximum amount of area to be devoted to open space and to be conveyed, dedicated, or reserved for parks, playgrounds, recreation uses, school sites, public buildings and other common use areas; the approximate location of points of ingress and egress and access streets; the approximate location of pedestrian, bicycle and vehicular ways or the restrictions pertaining thereto and the extent of proposed landscaping, planting, screening, or fencing.

Response: Exhibits shown on Pages 8-10, 46-49 provide the requested materials

5.) A tabulation of the maximum number of dwelling units proposed including the number of units with two (2) or less bedrooms and the number of units with more than two (2) bedrooms.

Response: Exhibits shown on Page 8 provide the requested materials

6.) A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (Floor Area Ratio), the L.S.R. (Livability Space Ratio), and the O.S.R. (Open Space Ratio). These tabulations are for the PRD.

Response: See Data Table below

TOTAL SITE AREA	838,966 s.f.
TOTAL MAXIMUM FLOOR AREA	349,200 s.f.
TOTAL LOT AREA	352,280 s.f.
TOTAL BUILDING COVERAGE	30,311 s.f.
TOTAL DRIVE/ PARKING AREA	105,028 s.f.
TOTAL RIGHT-OF-WAY	132,841 s.f.
TOTAL LIVABLE SPACE	733,938 s.f.
TOTAL OPEN SPACE	260,225 s.f.
FLOOR AREA RATIO (F.A.R.)	0.42
LIVABILITY SPACE RATIO (L.S.R.)	0.84
OPEN SPACE RATIO (O.S.R.)	0.96

7.) A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the city and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article.

Response: The property is currently zoned RM in Rutherford County. The surrounding area has a mixture of residential and agricultural properties. The concept plan and development standards combined with the architectural requirements of the homes shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complete the development in this area.

8.) If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating:
(aa) the approximate date when construction of the project can be expected to begin;

Response: The project is anticipated to be developed in 1 phase.

9.) Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted.

Response: This requirement has been addressed on Pages 9 and 49.

10.) A statement setting forth in detail either (1) the exceptions which are required from the zoning and subdivision regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed.

Response: See Requested Exceptions Pages 51.

11.) The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article

Response: This property is not in the Gateway Design Overlay District , Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). No portion of this property lies in a floodway or floodplain, according to the current FEMA Flood Panel 47149C0265H eff. 01/04/2007.

12.) The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time.

Response: Pages 4 and 44 discusses the Major Thoroughfare Plan.

13.) The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated.

Response: The primary representative is Rob Molchan of SEC, Inc. Developer/ applicant is Summit Development, LLC contact info for both is provided on cover.

14.) Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. The plan shall include a written description of proposed exterior building materials including the siding and roof materials, porches, and decks. The location and orientation of exterior light fixtures and of garages shall be shown if such are to be included in the structures.

Response: Page 11-44 show the architectural character of the proposed residential buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built.

15.) If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

Response: Examples of entrance signage are located on Page 9 and a description is on Pages 3 & 9.

Robinson Bend (SINGLE FAMILY DETACHED):

Land Use Parameters and Building Setbacks			
Zoning	RS-6	Proposed PRD (SFD)	Difference
Residential Density			
Maximum Gross Density	7.2 Units / Acre	4.31 Units / Acre	-2.89 Units / Acre
Minimum Lot Area	6,000 sqft	6,000 sqft	0 sqft
Minimum Lot Width	50’	50'	0’
Minimum Setback Requirements			
Minimum Front Setback to Garage	35'	35'	0'
Minimum Front Setback to Main Structure	25'	25'	0'
Minimum Secondary Front Setback	35’	35’	0’
Minimum Side Setback	5’	5'	0’
Minimum Rear Setback	20'	20'	0’
Land Use Intensity Ratios			
MAX F.A.R.	N/A	N/A	N/A
Minimum Livable Space Ratio	N/A	N/A	N/A
Minimum Open Space Ratio	N/A	N/A	N/A
Minimum Open Space Requirement	20%	20%	20%
Minimum Active Open Space Requirement	3%	Not Required	0%
Max Height	35'	35'	0'

Robinson Bend (SINGLE FAMILY ATTACHED):

Land Use Parameters and Building Setbacks			
Zoning	RS-A Type 2	Proposed PRD (SFA)	Difference
Residential Density			
Maximum Dwelling Units Multi-Family	12 Units / Acre	8.68 Units / Acre	-3.32 Units / Acre
Minimum Lot Area	2,000 sf	N/A	N/A
Minimum Lot Width	20'	N/A	N/A
Minimum Setback Requirements			
Minimum Main Building Front to Back of Sidewalk	35'	35’	0’
Minimum Main Building Secondary Front to Back of Sidewalk (Corner)	35’	35’	0'
Minimum Distance Between Buildings (Side to Side)	10’	10'	0’
Minimum Main Building Rear Setback to Face of Curb	20'	20’	0’
Minimum Rear Setback	20'	20'	0'
Land Use Intensity Ratios			
MAX F.A.R.	1.0	N/A	N/A
Minimum Livable Space Ratio	0.5	N/A	N/A
Minimum Open Space Ratio	0.25	N/A	N/A
Minimum Open Space Requirement	20%	20%	0%
Minimum Active Open Space Requirement	5%	5%	0%
Max Height	35'	35'	0'

REQUESTED EXCEPTIONS:

- Requesting an exception to restrict garages to be for vehicular use only. No storage permitted in the garages.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SETPEMBER 3, 2025

6:00 P.M. **CITY HALL**

MEMBERS PRESENT
Ken Halliburton, Chair
Jami Averwater, Vice-Chair
Tristan Carroll
Reggis Harris
Bryan Prince
Kelly G Rollins
Shawn Wright

STAFF PRESENT
Greg McKnight, Exec. Dir. Dev. Services
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Holly Smyth, Principal Planner
Richard Donovan, Principal Planner
Brad Barbee, Principal Planner
Marc Shackelford-Rowell, Planner
Lee Holliman, Project Engineer
Carolyn Jaco, Recording Assistant
John Tully, Assistant City Attorney

1. Call to order.

Chair Ken Halliburton called the meeting to order.

2. Determination of a quorum.

Chair Ken Halliburton determined a quorum was present.

3. Recognition of Kathy Jones for her service on the Planning Commission.

Chair Ken Halliburton recognized former Planning Commission Chair Ms. Kathy Jones with a plaque in honor for her dedicated service as a member of the Planning Commissioner for twenty-seven years.

4. Public Comments.

Chair Ken Halliburton announced that no signed up to speak during the Public Comment portion of the agenda.

There being no further discussion, Mr. Tristan Carroll made a motion to approve the annexation petition and plan of services subject to all staff comments; the motion was seconded by Mr. Reggie Harris and carried in favor by the following vote:

Aye: Jami Averwater
Tristan Carroll
Reggie Harris
Bryan Prince
Kelly G Rollins
Shawn Wright
Ken Halliburton

Nay: None

Zoning application [2025-415] for approximately 19.26 acres located along Old Salem Road to be zoned PRD (Robinson Bend PRD) simultaneous with annexation, Summit Development, LLC applicant. Mr. Richard Donovan presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Mr. Rob Molchan (landscape architect) was in attendance representing the application. Mr. Rob Molchan gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Ken Halliburton opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Chair Ken Halliburton closed the public hearing.

There being no further discussion, Mr. Shawn Wright made a motion to approve the zoning application subject to all staff comments; the motion was seconded by Vice-Chair Jami Averwater and carried in favor by the following vote:

Aye: Jami Averwater
Tristan Carroll
Reggie Harris
Bryan Prince
Kelly G Rollins
Shawn Wright
Ken Halliburton

Nay: None

Zoning application [2025-416] for approximately 7.46 acres located along Bill Smith Drive to be rezoned from CH & GDO-1 to PCD (Toyota of Murfreesboro PCD) & GDO-1, TT of T Murfreesboro, Inc. applicant. Mr. Brad Barbee presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Mr. Brian Grover (landscape architect) was in attendance representing the application. Mr. Brian Grover gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Ken Halliburton opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Chair Ken Halliburton closed the public hearing.

There being no further discussion, Mr. Bryan Prince made a motion to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Shawn Wright and carried in favor by the following vote:

Aye: Jami Averwater
Tristan Carroll
Reggie Harris

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ORDINANCE 25-OZ-34 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 19.26 acres located along Old Salem Road to be zoned Planned Residential Development (PRD) District (Robinson Bend PRD), simultaneous with annexation; Summit Development, LLC, applicant [2025-415].

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to zone the territory indicated on the attached map.

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved Planned Residential Development (PRD) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Erin Tucker
City Recorder

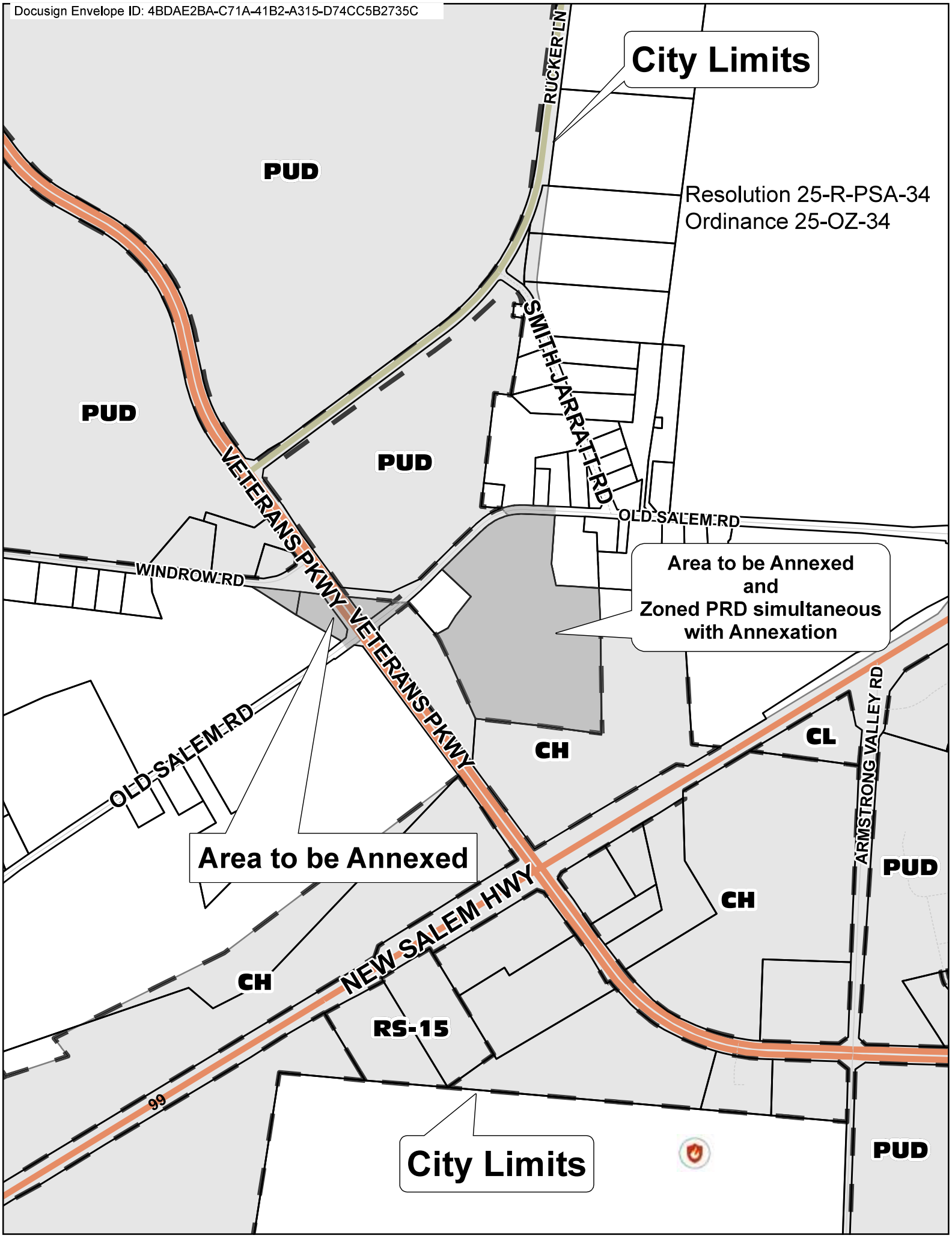
APPROVED AS TO FORM:

Signed by:
Adam F. Tucker
43A2035E51F9401...

_____
Adam F. Tucker
City Attorney

SEAL

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COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: Rezoning of property located along Bill Smith Drive [Public Hearing Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Consider rezoning of approximately 7.46 acres located along the north side of Bill Smith Drive north of Manson Pike.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request on September 3, 2025.

Background Information

TT of T, Inc. presented to the City a zoning application [2025-416] for approximately 7.46 acres located along Bill Smith Drive to be rezoned from CH (Highway Commercial District) and GDO-1 (Gateway Design Overlay District 1) to PCD (Planned Commercial District) and GDO-1. During its regular meeting on September 3, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

This rezoning will allow for the development of an automotive repair building on the Toyota of Murfreesboro overflow parking lot parcel, which is used in conjunction with the nearby Toyota of Murfreesboro automobile dealership. The development of this property with this additional use will help to support an existing business in the community and ensure its continued success, which will, in turn, generate tax revenue for the City and create employment opportunities for residents.

Attachments:

1. Ordinance 25-OZ-35
2. Maps of the area

3. Planning Commission staff comments from the 09/03/2025 meeting
4. Planning Commission minutes from 09/03/2025 meeting
5. Toyota of Murfreesboro PCD pattern book
6. Other miscellaneous exhibits

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
SEPTEMBER 3, 2025
PROJECT PLANNER: BRAD BARBEE

6.c. Zoning application [2025-416] for approximately 7.46 acres located along Bill Smith Drive to be rezoned from CH & GDO-1 to PCD (Toyota of Murfreesboro PCD) & GDO-1, TT of T Murfreesboro, Inc. applicant.

The subject property is located along the north side of Manson Pike and Bill Smith Drive and is currently developed as an excess inventory storage lot for Toyota of Murfreesboro. The site is a total of 7.46 acres and is identified as Tax Map 79, Parcel 58.04 and is zoned CH (Highway Commercial District) and GDO-1 (Gateway Design Overlay District 1). The applicant, Nick Berndt, on behalf of Toyota of Murfreesboro, is requesting to rezone the subject property to Planned Commercial District (Toyota of Murfreesboro PCD) and GDO-1.

Adjacent Land Use and Zoning

The adjacent properties to the north are outside of the City limits of Murfreesboro and are zoned RM (Residential Medium Density) in the unincorporated areas of Rutherford County and developed with single-family residential lots.

The properties to the east and south are zoned CH (Highway Commercial) and GDO-1 (Gateway District Overlay 1) and are developed as Mid-South Bus Center and CarMax auto sales. The Toyota of Murfreesboro main dealership property, also zoned CH and GDO-1, is located further to the east along the north side of Bill Smith Drive. There is a vacant property, also zoned CH and GDO-1, directly to the south of the subject property.

Further to the west and southwest, across Manson Pike, is Panther Creek Parc Apartments which is zoned RM-16 (Multi-family Residential District) and GDO-1 along with one vacant parcel zoned CH and GDO-1.

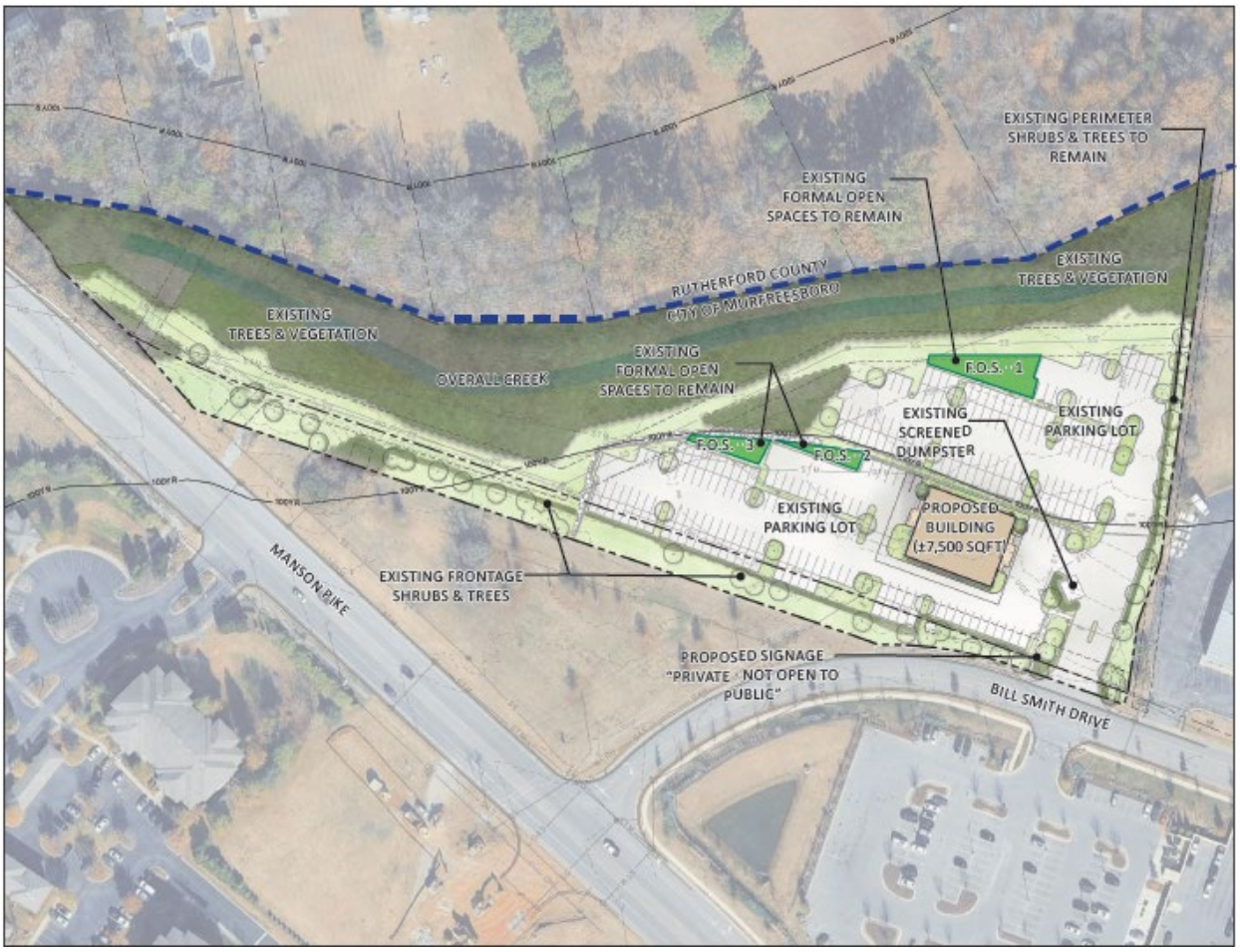
Toyota of Murfreesboro PCD

In this PCD, the applicant proposes to construct a new 7,500 ft2 building to be utilized for the repair and maintenance of customer motor vehicles along with new vehicles that require additional preparation prior to being available for sale. This facility will not be open to the public and vehicles will be brought to the facility by Toyota of Murfreesboro employees or delivered to the subject property. Signage will be provided to direct vendors and delivery drivers to make all deliveries on site and not in the public right-of-way. Large trucks will be directed to the designated loading/unloading area.

This PCD is for sole use as an accessory automotive/motor vehicle repair use to the nearby Toyota of Murfreesboro dealership on Bill Smith Drive and may not operate as an independent, stand-alone, motor vehicle repair business.

The remainder of the site will remain mostly unchanged with existing open spaces and formal amenity areas remaining in place to satisfy the standards enumerated for the Gateway Design Overlay District.

The visibility of the overhead doors that are proposed will be minimized by locating the structure so that the doors are perpendicular to the street. In addition, the doors have also been upgraded to better fit the quality and aesthetic of the district.



Building:

- The building has been designed to meet the requirements of the GDO-1 district and Murfreesboro Design Guidelines while still remaining nondescript to avoid attracting customers to this location.
- The exterior of the building is all brick and cast stone veneer.
- The building will have the required articulation and base, body, and cap architectural elements.

Exceptions:

The pattern book does not include any requested exceptions.

Future Land Use Map:

The Future Land Use Map (FLUM) of the *Murfreesboro 2035 Comprehensive Plan* identifies the requested area as General Commercial (GC).

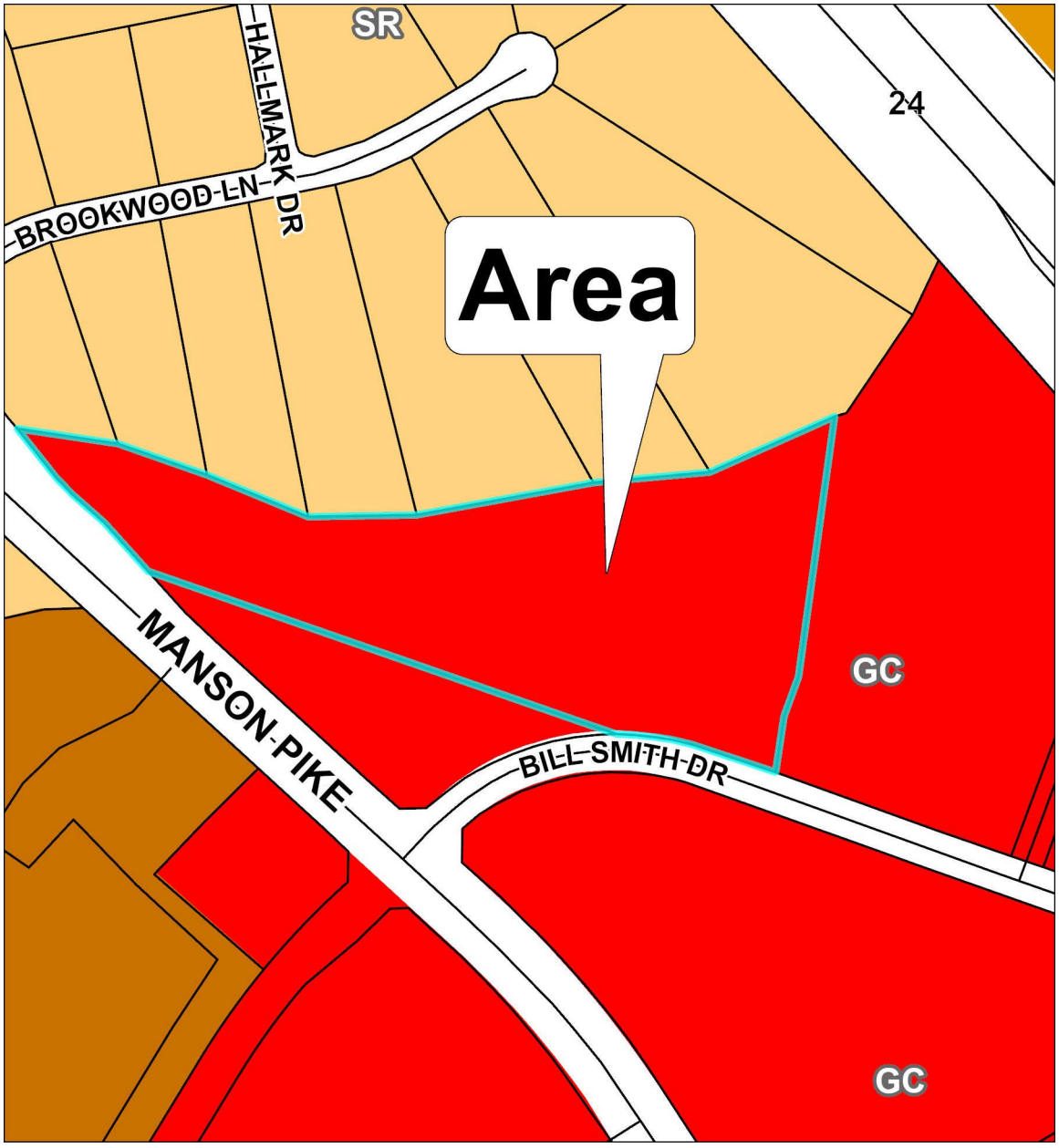
(GENERAL) COMMERCIAL CHARACTER (GC)

This designation pertains to commercial development as well as outparcels located on arterial and collector transportation routes. The primary difference in Urban and Auto-Urban character categories is the role of the automobile in its site design. Rather than buildings oriented to the street, as in an urban setting, such as what is found downtown, auto-urban environments are characterized by large parking lots surrounding the buildings.

Auto-Urban commercial uses include high intensity commercial businesses that have a trade area outside of Murfreesboro and/or require a large amount of land for their operations. Example GC uses include regional shopping centers, grocery stores, hotels, gas stations, restaurants, and “big box” retailers. Due to the potential for these uses to generate high traffic volumes, their location should be on or with adequate access to arterial roadways.

This zoning request is consistent with the GC future land use character. The project location and automobile service-related use are in line with the development types outlined in the 2035 plan. In addition, the site design is consistent with the character described for General Commercial properties.

Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)



Recommendation:

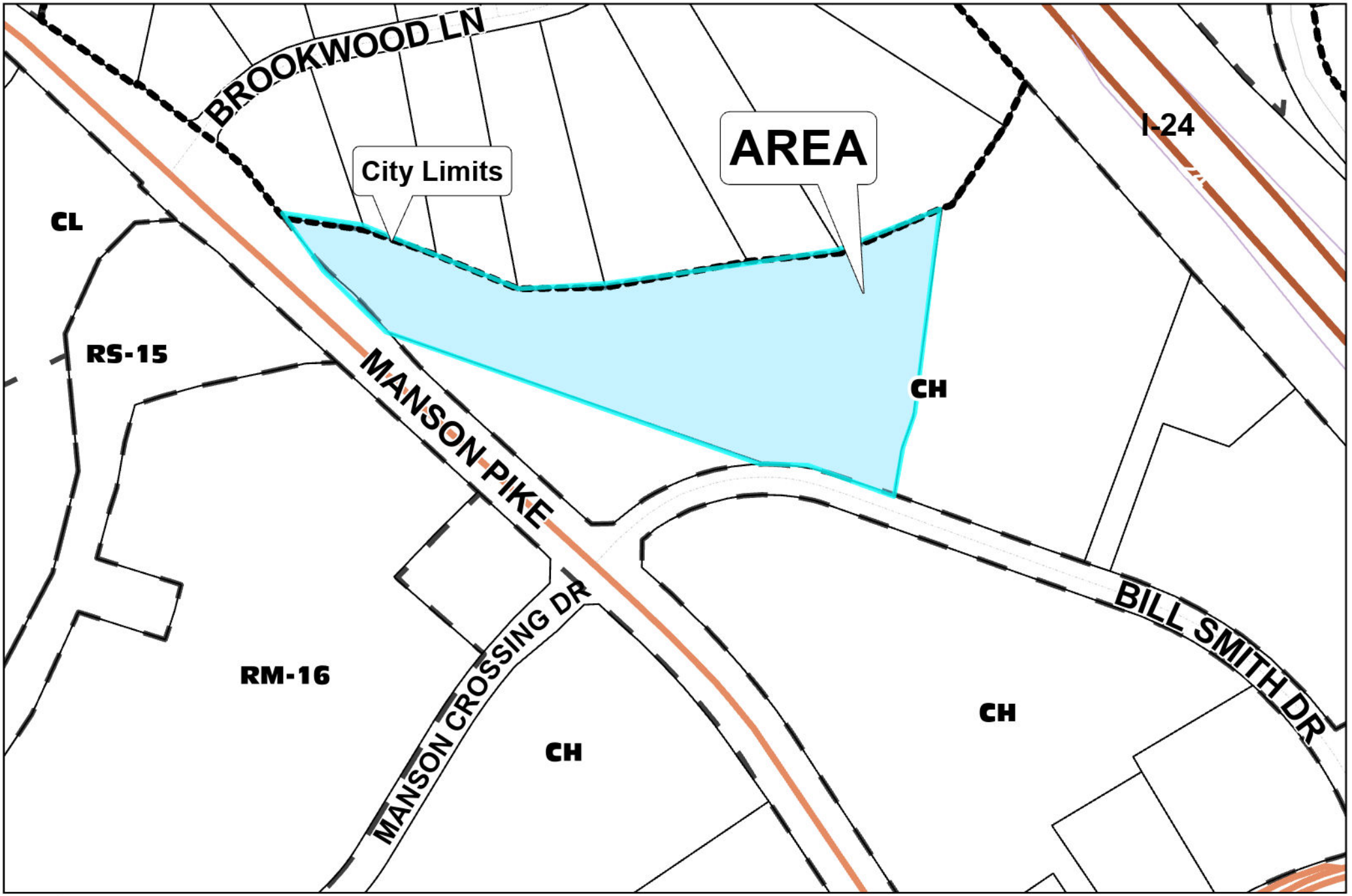
Staff is supportive of this zoning request as described above for the following reasons:

- The proposed commercial use and zoning is consistent with the commercial development pattern and zoning along Bill Smith Drive.
- The proposed structure is approximately 300ft away from the nearest property used for residential purposes, providing a substantial separation and buffer to mitigate any potential negative impacts.
- The request is consistent with the recommendations of the Murfreesboro 2035 Comprehensive Plan.

Action Needed

The Planning Commission will need to conduct a public hearing prior to formulating a recommendation to the City Council.

Attachments
Non-Ortho Map
Ortho Map
Program Book



City of MURFREESBORO TENNESSEE

Rezoning request for property located along Manson Pike and Bill Smith Drive
CH and GDO-1 to PCD (Toyota of Murfreesboro PCD) and GDO-1

Planning Department
City of Murfreesboro
111 West Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov



City of MURFREESBORO TENNESSEE

Rezoning request for property located along Manson Pike and Bill Smith Drive CH and GDO-1 to PCD (Toyota of Murfreesboro PCD) and GDO-1

Planning Department
City of Murfreesboro
111 West Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov

City of Murfreesboro
Planning and Engineering Department
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139
(615) 893-6441 Fax (615) 849-2606
www.murfreesborotn.gov

Creating a better quality of life

Zoning & Rezoning Applications – other than rezoning to planned unit development	**$700.00**
Zoning & Rezoning Applications – Planned Unit Development, initial or amended	**$950.00**

Procedure for applicant:
The applicant must submit the following information to initiate a rezoning:

1. **A completed rezoning application (below).**
2. **A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)**
3. **A non-refundable application fee (prices listed above).**

For assistance or questions, please contact a planner at 615-893-6441.

To be completed by applicant:

APPLICANT: TT of T Murfreesboro, Inc

Address: 505 S Flagler Drive Suite 1400 City/State/Zip: West Palm Beach, FL 33401

Phone: 561-655-8900 XT 152 E-mail address: [redacted]

PROPERTY OWNER: Same as Applicant

Street Address or
property description: 3528 Bill Smith Drive

and/or Tax map #: 79 Group: Parcel (s): 58.04

Existing zoning classification: CH & GDO-1

Proposed zoning classification: PCD & GDO-1 Acreage: 7.42 Acres

Contact name & phone number for publication and notifications to the public (if different from the applicant): Matt Taylor, Aliza Kamrun, Rick Gonzalez , Nick Berndt

E-mail: [redacted]

APPLICANT'S SIGNATURE (required):

DATE: 7-16-25

*******For Office Use Only**********

Date received: **MPC YR.:** **MPC #:**

Amount paid: **Receipt #:**

SEC, Inc.

SITE ENGINEERING CONSULTANTS

ENGINEERING · SURVEYING · LAND PLANNING
LANDSCAPE ARCHITECTURE

850 Middle Tennessee Blvd · Murfreesboro, TN 37129 · 615-890-7901 · www.sec-civil.com · Fax 615-895-2567

October 17, 2025

Brad Barbee
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

RE: Toyota of Murfreesboro PCD.
PCD Pattern Book Summary of Changes
SEC Project No. 25224

Dear Brad,

Revisions per Staff comments have been outlined below.

Summary of Revisions

Development Services – Planning
Brad Barbee - 615.893.6441

Cover Page –

- Updated Submittal Date information

Page 8 –

- Updated concept plan to show approximate location of loading/unloading area

Page 9 –

- Added Loading/unloading standard

Should you need any clarification concerning the plans or our revisions, please feel free to contact me at 615-890-7901.

Sincerely,

Matt Taylor

Matt Taylor, P.E.

SEC, Inc.

TOYOTA OF MURFREESBORO PCD

A REZONING REQUEST FROM COMMERCIAL HIGHWAY TO A PLANNED COMMERCIAL DISTRICT

Murfreesboro, Tennessee



SEC Project #25224

Initial Submittal
July 17th, 2025

Resubmitted
August 6th, 2025

Resubmitted
September 2nd, 2025 for the September 3rd, 2025
Planning Commission Public Hearing

Resubmitted
October 20th, 2025 for the November 6th, 2025
City Council Public Hearing

© Copyright 2025, Site Engineering Consultants, Inc.

Company Name: SEC, Inc.
Profession: Planning.Engineering.Landscape Architecture
Attn: Rob Molchan / Matt Taylor
Phone: (615) 890-7901
Email: [redacted]
Web: www.sec-civil.com

850 Middle Tennessee Blvd.
Murfreesboro, Tennessee 37129

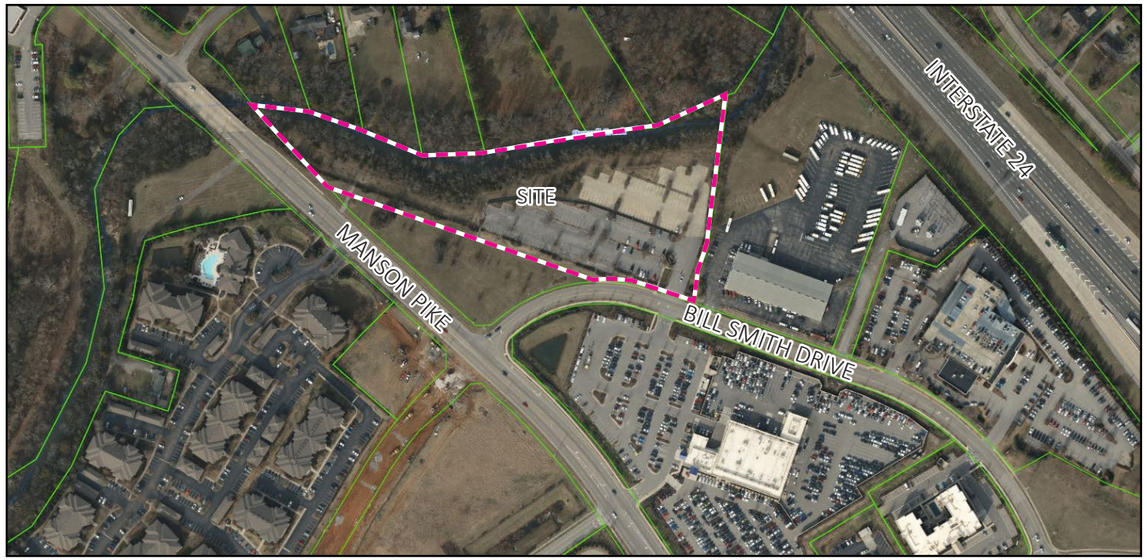
Company Name: TT of T Murfreesboro, INC
Attn: Anas Obeissy
Phone: (865) 548-9108
Email: [redacted]

505 S Flagler Drive Suite 1400
West Palm Beach, FL 33401

TABLE OF CONTENTS

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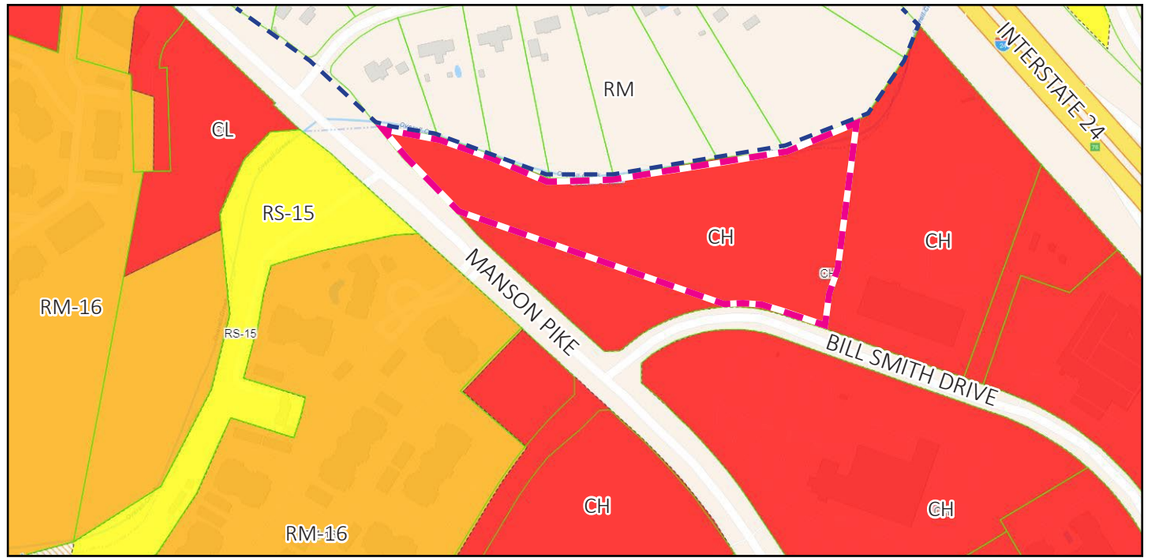


AERIAL PHOTOGRAPH

Not To Scale

TT of T Murfreesboro, Inc. respectfully requests rezoning of the TT of T Murfreesboro Inc. property at 3528 Bill Smith Drive from Commercial Highway (CH) to a Planned Commercial District (PCD). The property is located along the northern side of Bill Smith Drive and east of Manson Pike. The site is identified as Parcel 58.04 of Tax Map 79, and is approximately 7.46 acres.

The reason for this PCD request is to create the Toyota of Murfreesboro Repair Building. The proposed building will total approximately 7,500 sqft for vehicle repair and maintenance. This maintenance will include items such as; oil changes, tire rotations, battery replacement, and brake repairs, etc. These services will be utilized to service customer vehicles as well as new inventory. This site will not be open to the public; customers shall continue to utilize and interact with the main sales lot. Technicians will transport vehicles to the repair facility as needed. Signage shall be installed at the entrance indicating that the area is not open to the public. The remainder of the site will remain primarily unchanged. The project is located within the Gateway District Overlay (GDO-1) and shall adhere to the GDO-1 design standards. Monument signage shall be provided at the entrance. Any proposed signage shall be constructed of materials that accent the building and shall be anchored by landscaping.



ZONING MAP

Not To Scale

RS-15 Residential Single-Family (RS-15)

RM-16 Residential Multi-Family (RM-16)

CL Commercial Local (CL)

CH Commercial Highway (CH)

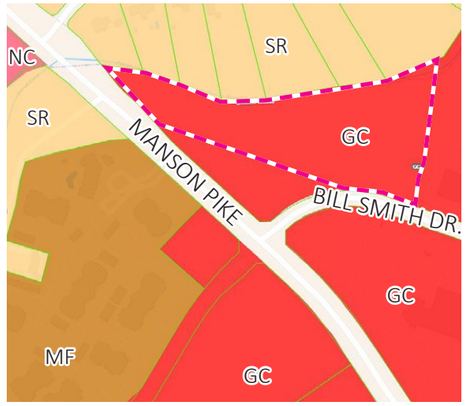
RM Medium Density Residential (Rutherford County)

Murfreesboro City Limits

Site Boundary

The surrounding area consists of a mixture of zoning types and land uses. The land to the north is zoned RM in Rutherford County. The lands to the south and east are zoned CH and the land to the west is zoned RS-15 and RM-16 in the City of Murfreesboro. These commercial developments are within the Gateway Design Overlay (GDO-1).

2035 FUTURE LAND USE PLAN



The Murfreesboro Future Land Use Map designates this site General Commercial (GC). The GC category suggests large parking lots surrounding the buildings. This category promotes Auto-Urban commercial which suggests large acreages for high intensity commercial businesses with access to arterial roadways. The types of developments encourage within the General Commercial land-use includes commercial centers, automobile service-related enterprises, “Big-box” commercial stores, and hotels.

This development aligns with the FLUM by utilizing a GC land use adjacent to Bill Smith Drive, ensuring consistency with the existing uses and character of the corridor.



SUBDIVISION MAP

Not To Scale

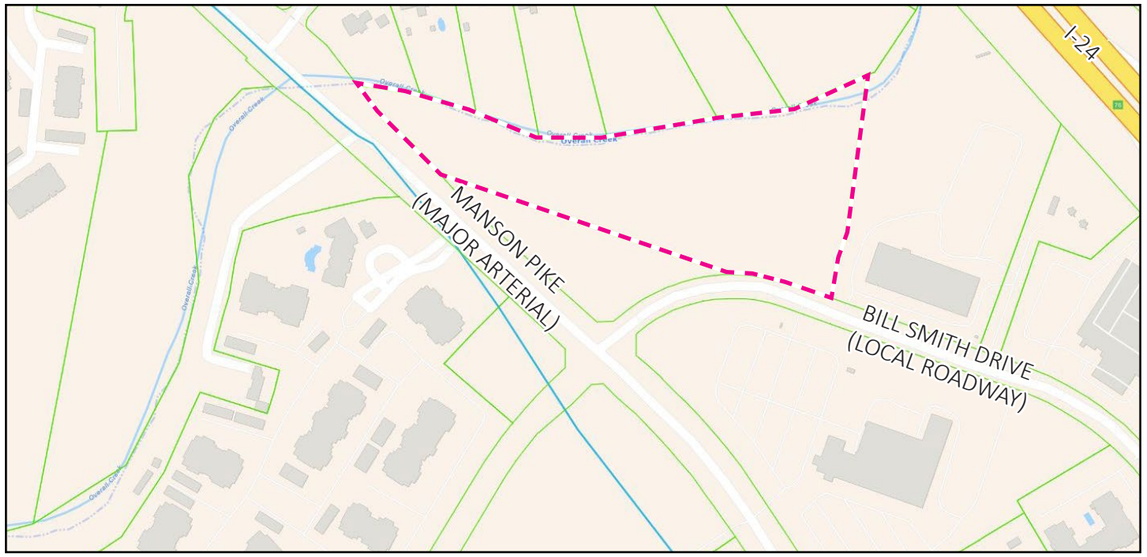
- Puckett Station
- Edge Apartments
- Butler Manor
- Integra Creek Apartments
- Lancaster Christian Academy
- Bus Center at Mid-South
- Toyota of Murfreesboro
- Staybridge Suites Hotel
- Zaxbys Restaurant
- Exxon Gas Station
- Mazda Murfreesboro
- GMC Murfreesboro
- Walmart
- Take 5 Car Wash
- Blue Coast Burrito
- CarMax

Site Boundary

The proposed Toyota of Murfreesboro PCD is surrounded by a mixture of commercial properties and residential subdivisions. The commercial properties located along Bill Smith Drive include similar land-uses such as Toyota of Murfreesboro main sales lot and CarMax. Further southeast along Fortress Boulevard is three additional dealerships, Honda, GMC and Mazda.

Located to the west and southwest of the site are the multi-family developments of Integra Creek Apartment and Edge Apartments. The Integra Creek and Edge Apartment contains one and two story buildings, with exterior elevations consist of primarily of a mixture of masonry materials and hardy board along the all elevations.

Butler Manor is a residential subdivision located to the northwest and consists of one to two story single-family detached homes with garages. The exterior elevations consist primarily of brick along the front and side elevations. The primary point of ingress/egress to the development is along Manson Pike.



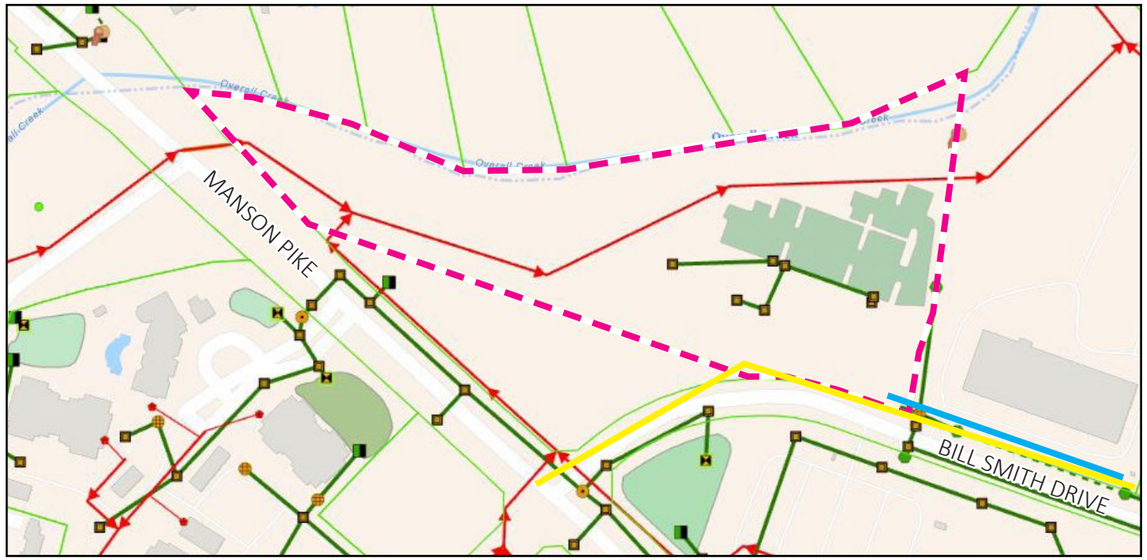
2040 MAJOR TRANSPORTATION PLAN

Not To Scale

5 LANE RECOMMENDED IMPROVEMENT

Site Boundary

The property has/will have access to the existing public rights-of-way of Bill Smith Drive through one entrance. Manson Pike is on the City of Murfreesboro's 2040 Major Transportation Plan to be improved to a 5 lane roadway. Manson Pike is currently up to date as a 5 lane roadway. There are currently no recommendations for improvements to be completed on the City of Murfreesboro's 2040 Major Transportation Plan for Bill Smith Drive.



UTILITY MAP

Not To Scale

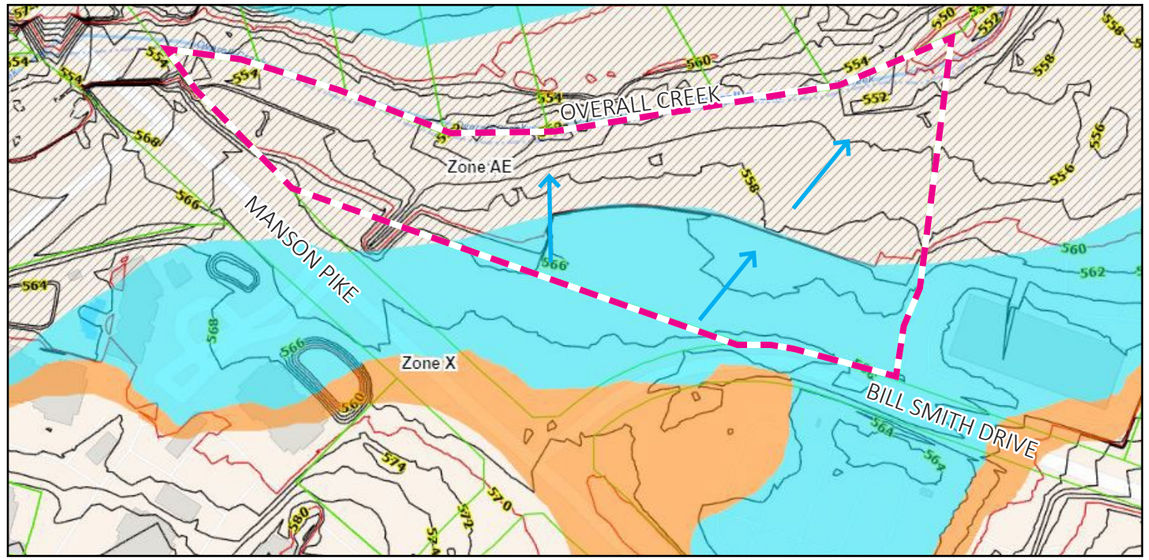
WATER

ELECTRIC

SEWER

STORMWATER

Site Boundary



HYDROLOGY AND TOPOGRAPHY

Not To Scale

WATER FLOW DIRECTION

INTERMEDIATE CONTOURS

INDEX CONTOURS

Site Boundary

Site Boundary

CONSOLIDATED UTILITY DISTRICT
Rutherford County, Tennessee

Water service will be provided by the Consolidated Utility District. There is an existing 8 inch ductile iron water line along Bill Smith Drive for water service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service.

City of MURFREESBORO TENNESSEE WATER RESOURCES

Sanitary sewer service will be provided by the Murfreesboro Water & Sewer Department. Sanitary sewer service can connect to an existing 24” gravity sewer line that extends through the northern portion of the property. The developer will be responsible for extending the sewer into this property. The existing 30’ sanitary sewer easement located along the northern portion of the property shall be revised to increase its width by five feet on each side.

mte Middle Tennessee Electric

Electric service will be provided by the Middle Tennessee Electric. Service will be extended from Bill Smith Drive. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.

The topographic map above shows the site’s topographic high point generally at the southern portion of the property. From this high point, the property drains towards the north. Stormwater that exists within the site travels north before ultimately draining into Overall Creek.

This property is within Zone AE, a designated floodway or floodplain per FEMA Flood Panel 47149C0255J eff. 5/9/2023

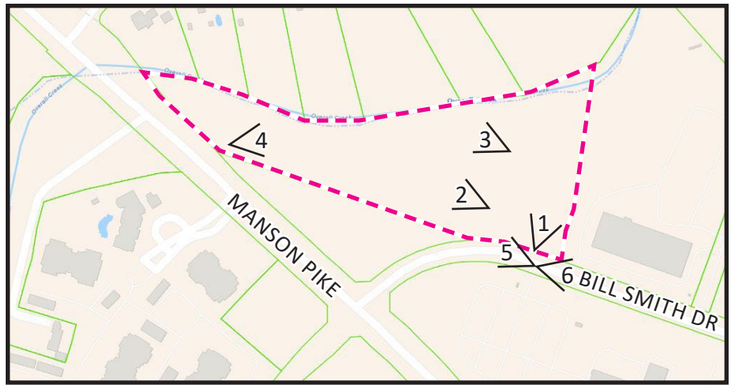


PHOTO DIRECTION MAP

Not To Scale

Site



View of Entrance Looking North



View of Existing Parking Lot On-Site Looking Northwest



View of Existing Parking Lot On-Site Looking Northwest



View of Existing Field Looking East



View of Bill Smith Drive Looking Northwest



View of Bill Smith Drive Looking Southeast

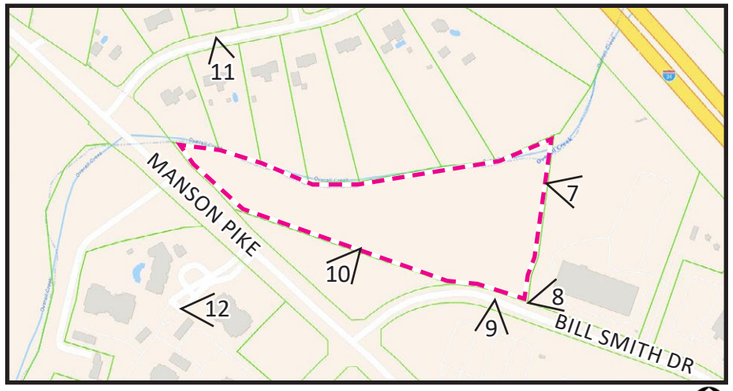


PHOTO DIRECTION MAP

Not To Scale

Site



View of Mid-South Property Looking East



View of Mid-South Looking Northeast



View of CarMax Looking South



View of Neighboring Property Looking Southwest



View of Neighboring Home Looking South



View of Integra Apartments Looking Northeast

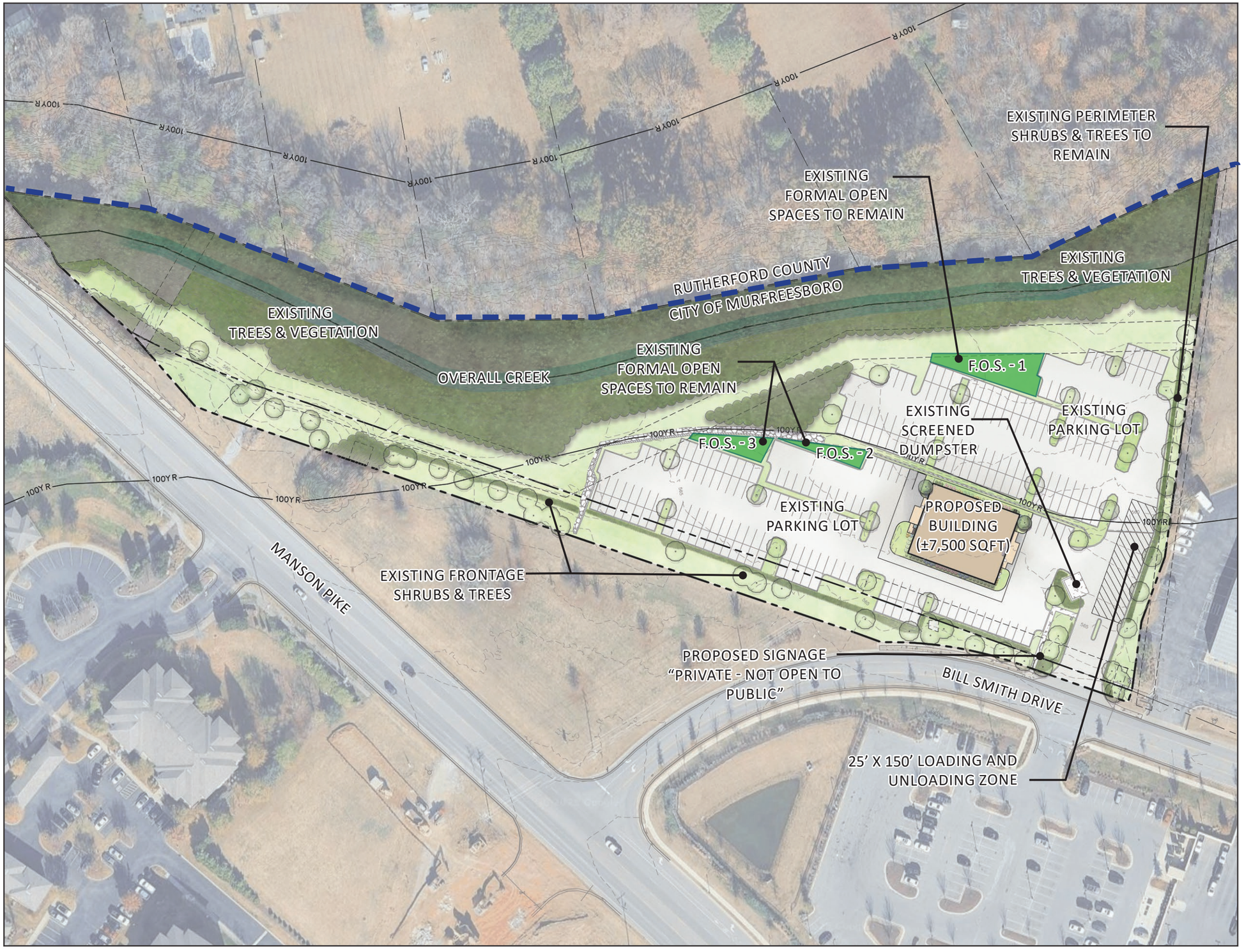
OVERALL SITE DATA:

Total Land Area:	±7.46 Acres
Total Open Space Provided:	±4.57 Acres (61%)
Existing Formal O.S. to Remain:	
Total Existing Parking Provided =	± 265 Spaces

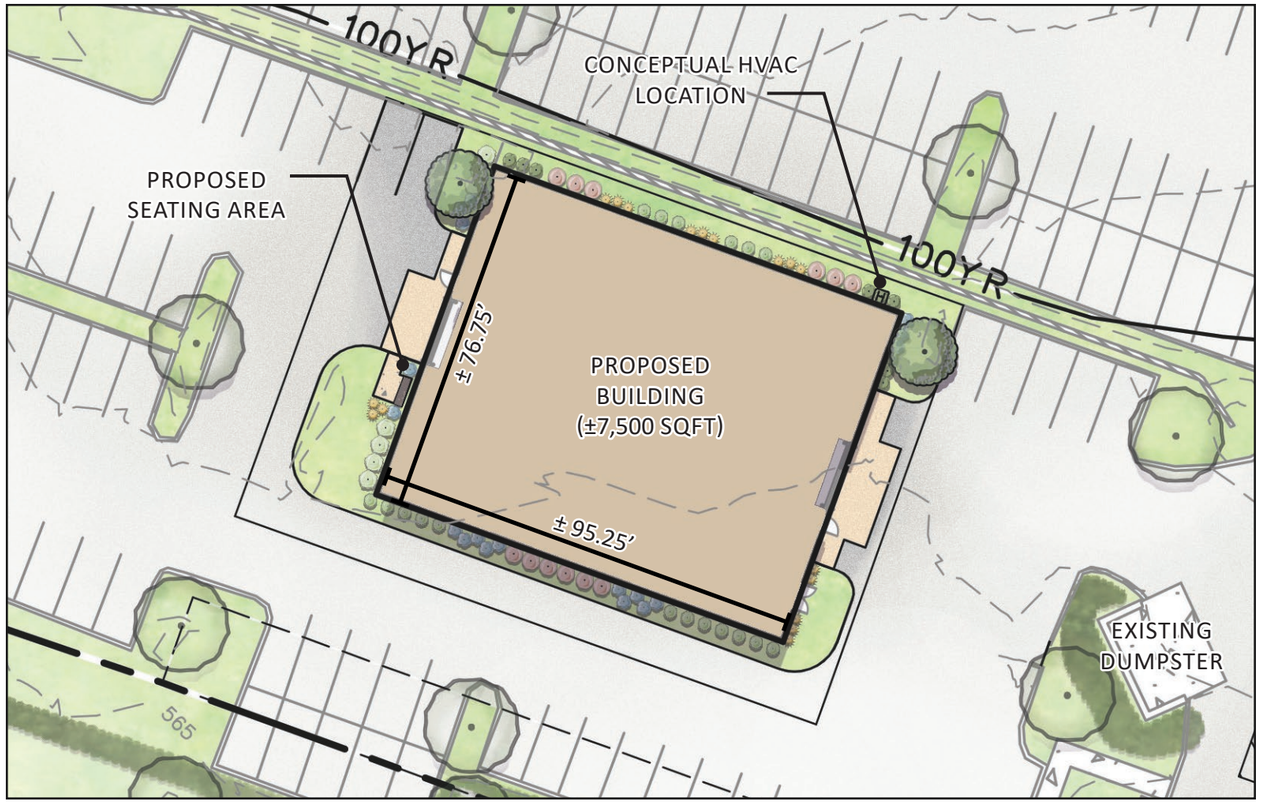
Automobile service station:

(7,500 SF/500 SF) 24 spaces =	15 Spaces
1 space per business vehicle =	2 Spaces
1 space per service bay =	3 Spaces
Total Parking Provided =	20 Spaces + (1 H.C)

- Proposed Building
- Roadway
- Sidewalk
- Open Space
- Detention Pond
- Murfreesboro City Limits



-100' 0' 100' 200'



PCD Development Standards:

- Building shall not exceed 35' in height.
- All building and development signage shall be designed to the City of Murfreesboro sign ordinance.
- All mechanical equipment (i.e. HVAC and transformers) to be screened.
- All on-site utilities will be underground.
- Any additional on-site lighting will comply with the City of Murfreesboro Standards.
- Any additional solid waste enclosures will be constructed of masonry material consistent with building architecture and be at least 12” inches taller then the dumpster. Gates shall be opaque and the enclosure shall be enhanced with landscaping.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- Bulk vehicle deliveries shall be allowed on site, deliveries shall not be completed in the ROW. Corresponding signage shall be provided on site and visible from the ROW to direct drivers to pull into site and to reiterate the need to pull off the roadways before making such deliveries.
- A 25’ x 150’ loading and unloading zone shall be provided on site.

Allowable Uses:

The sole use for this PCD is Automotive/ Motor Vehicle Repair.

However, the use of this development is entirely accessory to Toyota of Murfreesboro and is not intended and shall not allowed to operate as a standalone site.



EXISTING FORMAL OPEN SPACE AREA 1



EXISTING FORMAL OPEN SPACE AREA 2 (APPROXIMATELY 70’ AWAY FROM PROPOSED BUILDING)



EXISTING FORMAL OPEN SPACE AREA 3

Formal Open Space:

The existing formal open space on the site shall be retained and with the addition of the western seating area along the building to satisfy the Formal Open Space requirements.

Commercial Architectural Characteristics:

- Building heights shall not exceed 35' in height.
- Building shall provide minimum 2' masonry water-table along the sides facing Manson Pike and Bill Smith Drive and the east and west sides of the building.
- Proposed overhead service doors will be primarily transparent full view roll up doors.

Building Materials:

Front Elevations:	Brick, Cast Stone Veneer & Trim
Side & Rear Elevations:	Brick, Cast Stone Veneer & Trim
All Elevations:	Brick, Cast Stone Veneer & Trim



Example of Accent Brick
(Shall match existing building or be similar)



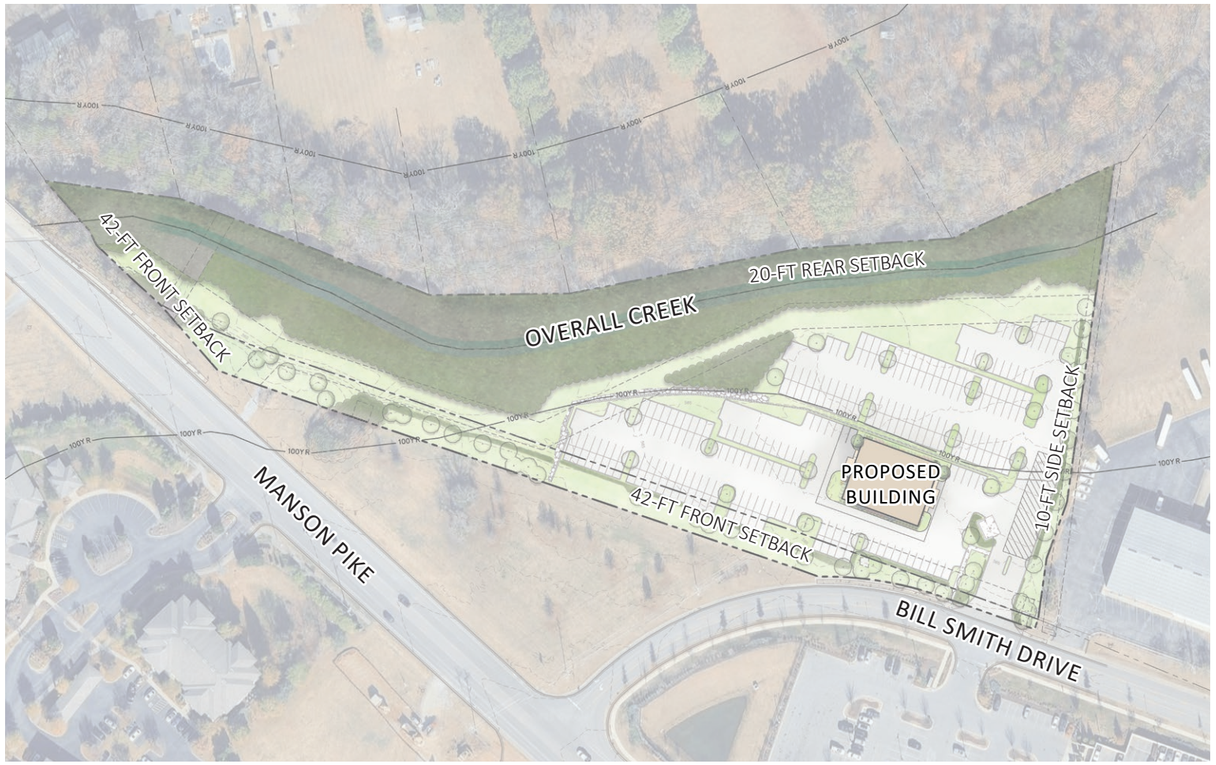
Example of Cast Stone Veneer
(Shall match existing building or be similar)



Example of Accent Brick
(Shall match existing building or be similar)

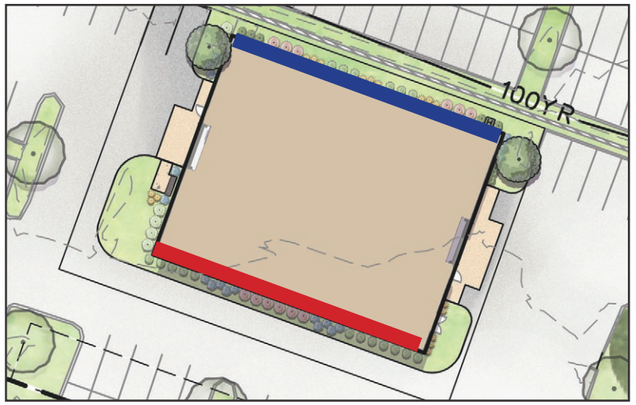


Example of Overhead Door Style



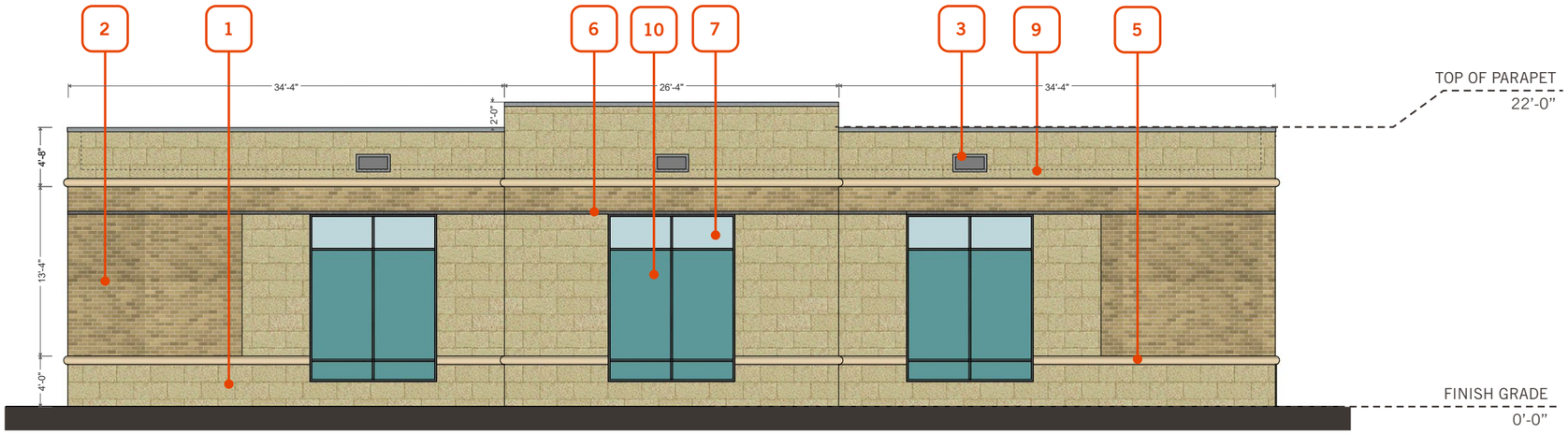
PCD Site Setbacks:

Front Setback - Bill Smith Drive:	42-feet
Front Setback:	42-feet
Side Setback:	10-feet
Rear Setback:	20-feet



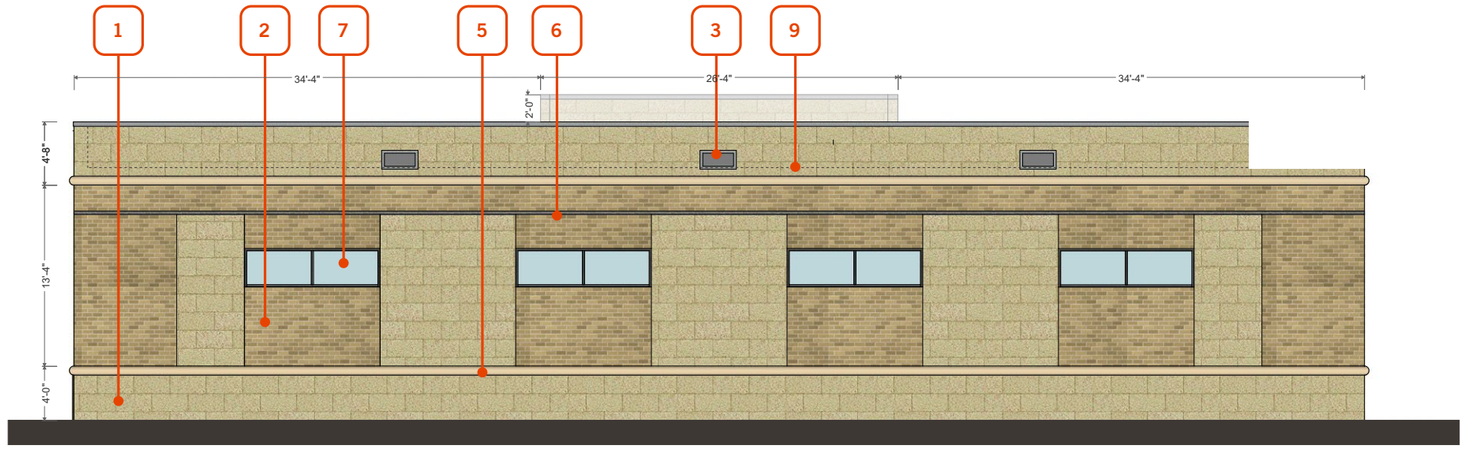
KEYNOTES

1. **CAST STONE VENEER**
   MATCH THE EXISTING BUILDING OR SIMILAR
2. **BRICK VENEER**
   MATCH THE EXISTING BUILDING OR SIMILAR
3. **ROOF SCUPPER**
   MATCH THE EXISTING BUILDING OR SIMILAR
4. **PAINTED HOLLOW METAL DOOR**
   COLOR SW 7603 POOLHOUSE
5. **CAST STONE VENEER TRIM**
   MATCH THE EXISTING BUILDING OR SIMILAR
6. **ACCENT BRICK VENEER**
   MATCH THE EXISTING BUILDING OR SIMILAR
7. **CLERESTORY**
8. **RYTEC FULL VISION OVERHEAD DOOR**
   SPIRAL FV
   WWW.RYTECDOORS.COM
9. **ROOF LINE BEYOND**
10. **SPANDREL GLASS**



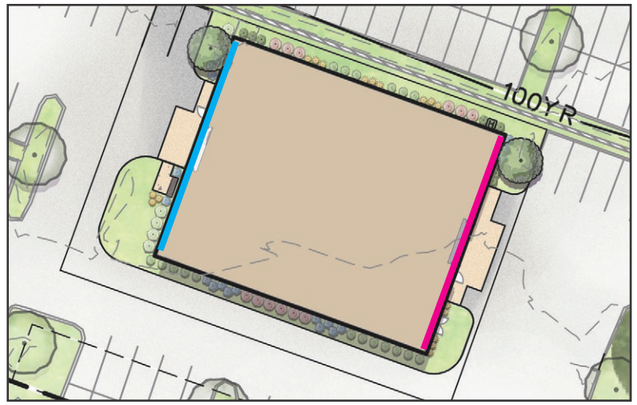
PROPOSED BUILDING - SOUTH ELEVATION (FACING BILL SMITH DRIVE)

CAST STONE VENEER: 1238 SF
BRICK VENEER: 512 SF
GLAZING: 395 SF



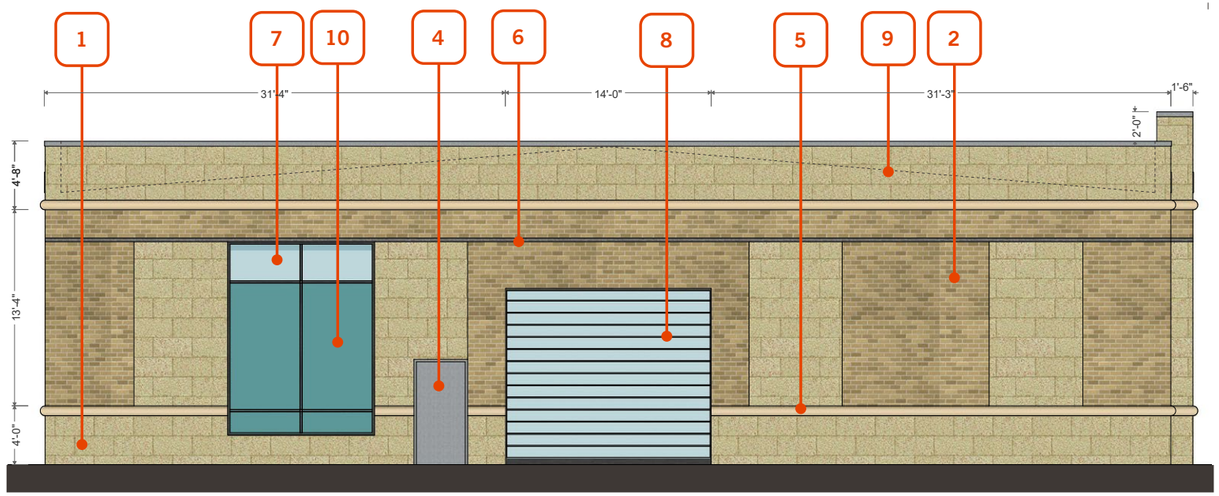
PROPOSED BUILDING - NORTH ELEVATION

CAST STONE VENEER: 1269 SF
BRICK VENEER: 709 SF
GLAZING: 113 SF



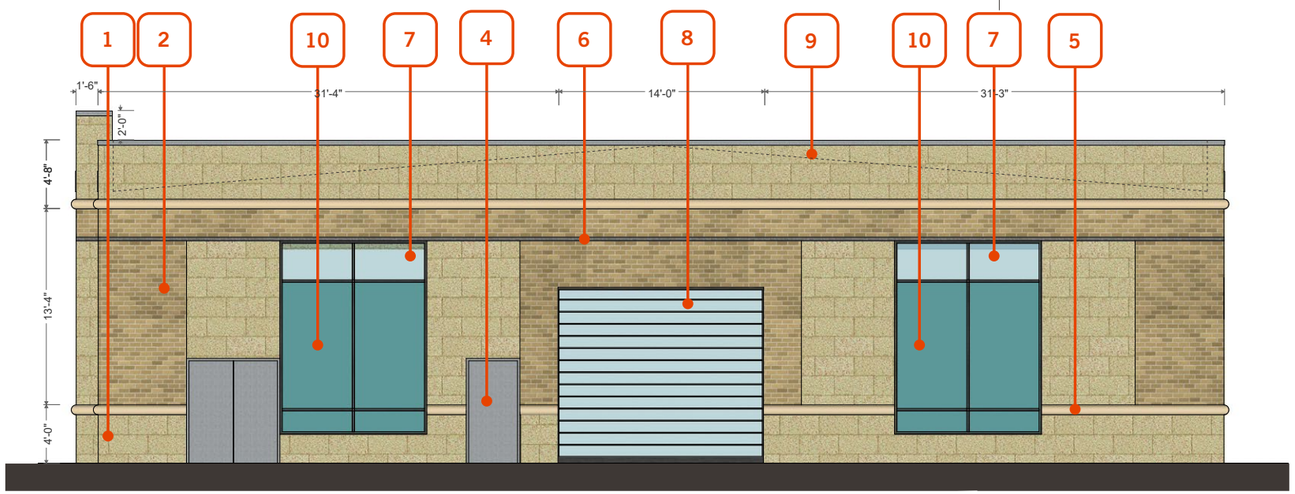
KEYNOTES

1. **CAST STONE VENEER**
   MATCH THE EXISTING BUILDING OR SIMILAR
2. **BRICK VENEER**
   MATCH THE EXISTING BUILDING OR SIMILAR
3. **ROOF SCUPPER**
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   SPIRAL FV
   WWW.RYTECDOORS.COM
9. **ROOF LINE BEYOND**
10. **SPANDREL GLASS**



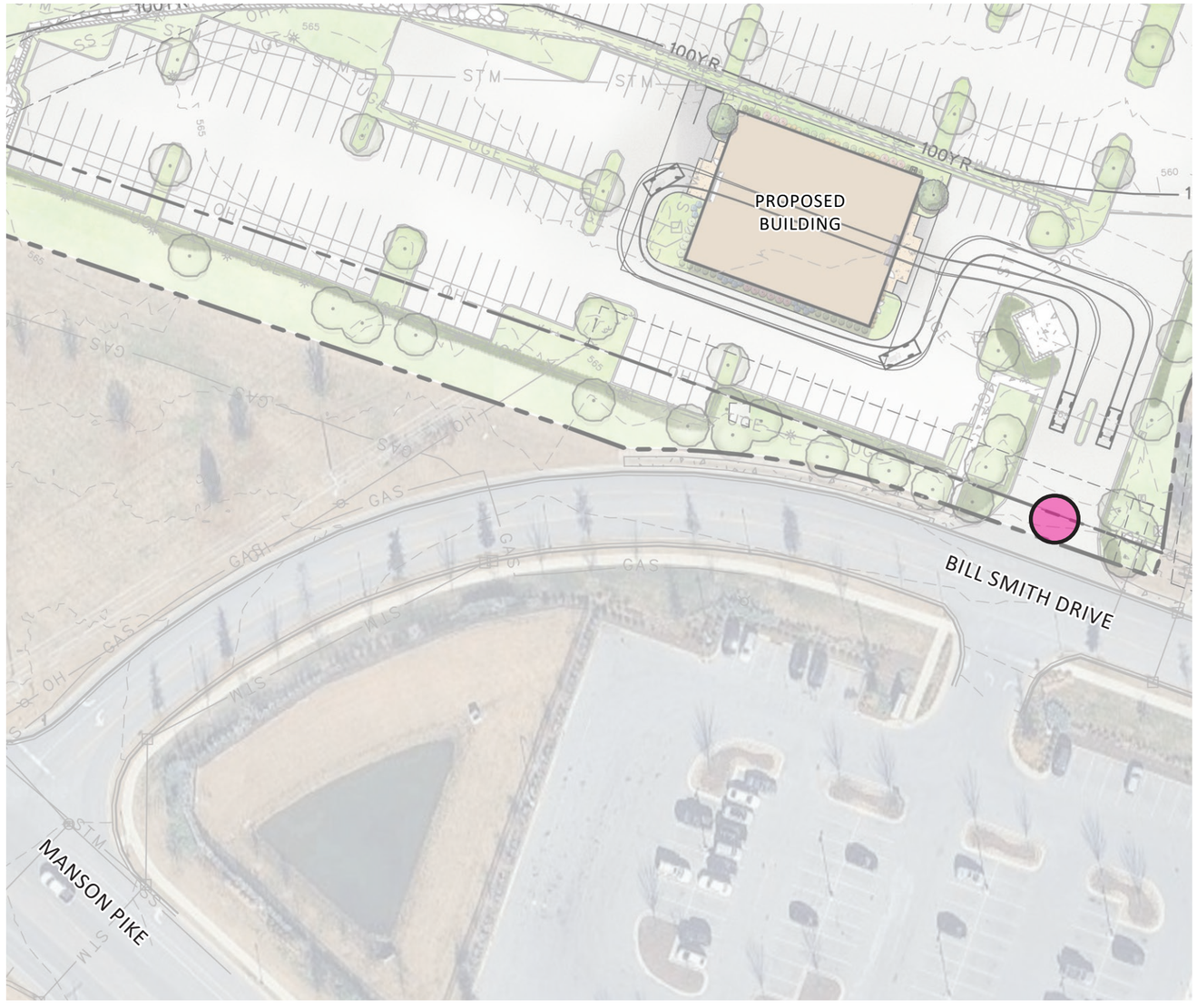
PROPOSED BUILDING - WEST ELEVATION

CAST STONE VENEER: 882 SF
BRICK VENEER: 517 SF
GLAZING: 298 SF



PROPOSED BUILDING - EAST ELEVATION

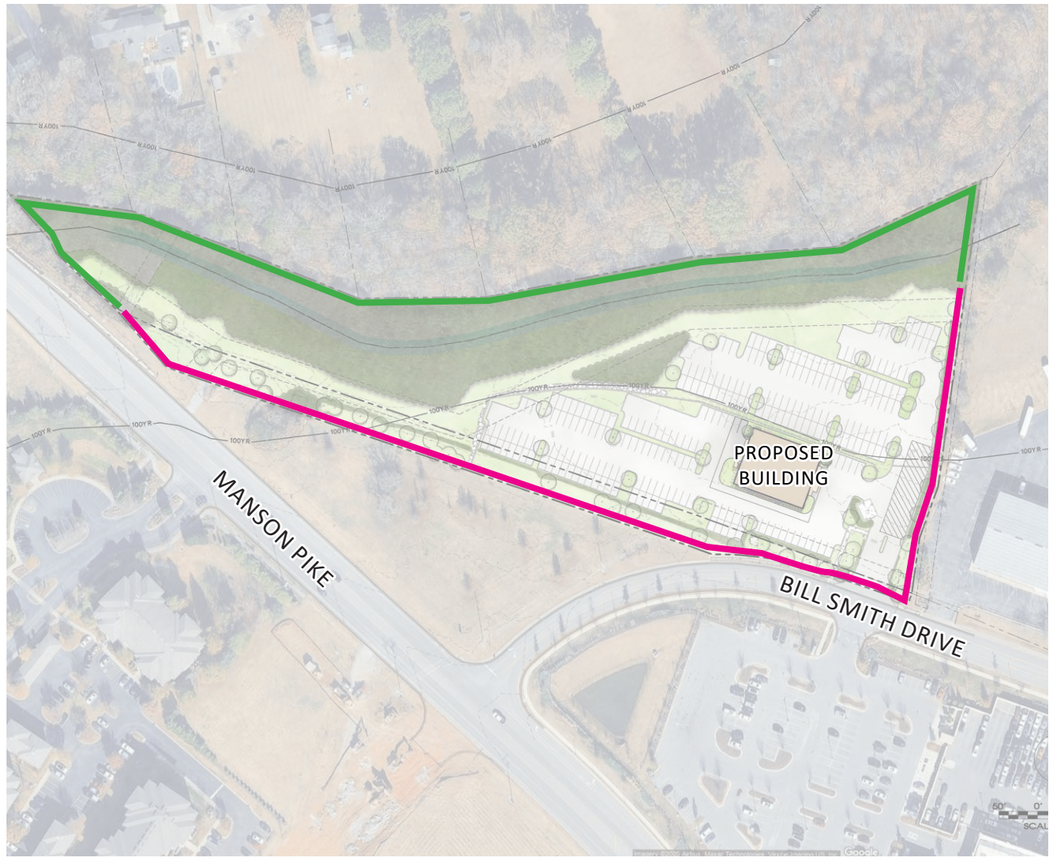
CAST STONE VENEER: 816 SF
BRICK VENEER: 406 SF
GLAZING: 430 SF



Ingress/Egress Points

Pursuant to the City of Murfreesboro's Major Thoroughfare Plan (MTP), none of the roadways in this development are slated for improvements. Bill Smith Drive is a local roadway where the majority of vehicular trips generated by this development will impact. It is currently built as a 3-lane cross-section with a median turning lane, curb & gutter, and sidewalks along both sides of the roadway.

As stated above, the only primary means of ingress/egress from this site will be onto Bill Smith Drive. The existing entrance provides two lanes for proper circulation into and out of the development onto Bill Smith Drive. The illustrations above show all proposed points of ingress/egress to the site.



EXISTING REQUIRED FRONTAGE AND PERIMETER PLANTINGS PER CITY OF MURFREESBORO'S LANDSCAPING ORDINANCE

EXISTING TREES AND VEGETATION TO REMAIN

Commercial Landscaping Characteristics:

- The front and side of the buildings that face a public/private roadway shall have a minimum 5-ft wide landscape bed along the foundations, except for dedicated locations along the building for vehicular and pedestrian ingress/egress.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance.

1.) A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.

Response: The exhibits given on Page 5 meets this requirement.

2.) A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; location and extent of water courses, wetlands, floodways, and floodplains on or within one hundred (100) feet of the subject property; existing drainage patterns; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property.

Response: The exhibits given on Pages 3-5 meet this requirement.

3.) A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structures on-site and within two hundred (200) feet of the subject property and the identification of the use thereof.

Response: The exhibits given on Pages 3 meet this requirement.

4.) A drawing defining the location and area proposed to be developed for buildings and parking; standards for pedestrian and vehicular circulation; the proposed points of ingress and egress to the development; the provision of spaces for loading; proposed screening to be made in relation to abutting land uses and zoning districts; and the extent of proposed landscaping, planting and other treatment adjacent to surrounding property.

Response: Page 8 provides and overall concept plan. Exhibits on pages 9,10, and 11 show the remaining items.

5.) A circulation diagram indicating the proposed principal movement of vehicles, goods and pedestrian within the development to and from existing thoroughfare.

Response: Page 11 provides an exhibit of ingress/egress to the development.

6.) If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating:

(AA): The approximate date when construction of the project can be expected to begin.
(BB): The order in which the phases of the project will be built.
(CC): The minimum area and the approximate location of common spaces and public improvements that will be required at each stage
(DD): A breakdown by phase for subsections (5) and (6) above.

Response: The proposed infrastructure is anticipated to be developed in one phase with the construction of the buildings being market driven phases. Development is anticipated to begin within 180 days of rezoning approval, and will include all public infrastructure.

7.) A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the city and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article.

Response: The property is currently zoned Commercial Highway (CH). The surrounding area has a mixture of residential and commercial properties. The concept plan and development standards combined with the architectural requirements of the commercial building shown within this booklet align and closely to mimic the type of developments in the surrounding neighborhoods and are envisioned to complement the development in this area.

8.) A statement setting forth in detail the manner in which the proposed planned development deviates from the zoning and Subdivision Regulations which would otherwise be applicable to the subject property

Response: See Page 15 for PCD requested exceptions and setbacks.

9.) A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (Floor Area Ratio), the L.S.R. (Livability Space Ratio) and the O.S.R. (Open Space Ratio). These tabulations are for the PCD.

Response: This requirement has been addressed in the chart below.

PCD

TOTAL SITE AREA	108,464 s.f.
TOTAL MAXIMUM FLOOR AREA	6,500 s.f.
TOTAL LOT AREA	108,464 s.f.
TOTAL BUILDING COVERAGE	6,500 s.f.
TOTAL DRIVE/ PARKING AREA	65,139 s.f.
TOTAL RIGHT-OF-WAY	0 s.f.
TOTAL LIVABLE SPACE	43,325 s.f.
TOTAL OPEN SPACE	26,136 s.f.
FLOOR AREA RATIO (F.A.R.)	0.06
LIVABILITY SPACE RATIO (L.S.R.)	0.34
OPEN SPACE RATIO (O.S.R.)	0.94

10.) The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article

Response: This property is not in Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS), it is within the Gateway Design Overlay District. This property is within Zone AE, a designated floodway or floodplain per FEMA Flood Panel 47149C0255J eff. 5/9/2023.

11.) The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time.

Response: Page 4 discusses the 2040 Major Transportation Plan.

12.) The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated.

Response: The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is Anas Obeissy, contact info for both is provided on cover.

13.) Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. The plan shall include a written description of proposed exterior building materials including the siding and roof materials, porches, and decks. The location and orientation of exterior light fixtures and of garages shall be shown if such are to be included in the structures.

Response: Page 10 shows the architectural character of the proposed building and building materials listed.

14.) If a development entrance sign is proposed the application shall include a description of proposed signage for the development including calculations of square footage and height. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

Response: No development sign is proposed.

PCD Setbacks

Land Use Parameters and Building Setbacks			
Zoning (Existing vs Proposed)	CH (Existing)	Proposed PCD	Difference
Minimum Setback Requirements (External)			
Minimum Front Setback	42'	42'	0'
Minimum Side Setback	10'	10'	0'
Minimum Rear Setback	20'	20'	0'
Minimum Distance Between Buildings	15'	15'	0'
Land Use Intensity Ratios			
MAX Floor Area Ratio	N/A	N/A	N/A
Minimum Livable Space Ratio	N/A	N/A	N/A
Minimum Open Space Ratio	N/A	N/A	N/A
Minimum Open Space Requirement	20%	20%	0%
Minimum Formal Open Space Requirement	5%	Utilize Existing Formal Open Space	NA
Max Height	75'	45'	-30'

Requested Exceptions:

- Requesting an exception to provide less then 35% void space on building elevations.
- Requesting an exception to reduce the 10’ space between edge of drive aisle and building to 5’.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SETPEMBER 3, 2025

6:00 P.M. **CITY HALL**

MEMBERS PRESENT
Ken Halliburton, Chair
Jami Averwater, Vice-Chair
Tristan Carroll
Reggis Harris
Bryan Prince
Kelly G Rollins
Shawn Wright

STAFF PRESENT
Greg McKnight, Exec. Dir. Dev. Services
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Holly Smyth, Principal Planner
Richard Donovan, Principal Planner
Brad Barbee, Principal Planner
Marc Shackelford-Rowell, Planner
Lee Holliman, Project Engineer
Carolyn Jaco, Recording Assistant
John Tully, Assistant City Attorney

1. Call to order.

Chair Ken Halliburton called the meeting to order.

2. Determination of a quorum.

Chair Ken Halliburton determined a quorum was present.

3. Recognition of Kathy Jones for her service on the Planning Commission.

Chair Ken Halliburton recognized former Planning Commission Chair Ms. Kathy Jones with a plaque in honor for her dedicated service as a member of the Planning Commissioner for twenty-seven years.

4. Public Comments.

Chair Ken Halliburton announced that no signed up to speak during the Public Comment portion of the agenda.

Aye: Jami Averwater
Tristan Carroll
Reggie Harris
Bryan Prince
Kelly G Rollins
Shawn Wright
Ken Halliburton

Nay: None

Zoning application [2025-416] for approximately 7.46 acres located along Bill Smith Drive to be rezoned from CH & GDO-1 to PCD (Toyota of Murfreesboro PCD) & GDO-1, TT of T Murfreesboro, Inc. applicant. Mr. Brad Barbee presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Mr. Brian Grover (landscape architect) was in attendance representing the application. Mr. Brian Grover gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Ken Halliburton opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Chair Ken Halliburton closed the public hearing.

There being no further discussion, Mr. Bryan Prince made a motion to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Shawn Wright and carried in favor by the following vote:

Aye: Jami Averwater
Tristan Carroll
Reggie Harris

Bryan Prince
Kelly G Rollins
Shawn Wright
Ken Halliburton

Nay: None

Zoning application [2025-417] for approximately 0.4 acres located along East Kingwood Drive to be rezoned from RM-16 to CH, Abundant Life Christian Academy applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Mr. Matt Taylor (design engineer) was in attendance representing the application.

Chair Ken Halliburton opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Chair Ken Halliburton closed the public hearing.

There being no further discussion, Mr. Tristan Carroll made a motion to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Kelly G Rollins and carried in favor by the following vote:

Aye: Jami Averwater
Tristan Carroll
Reggie Harris
Bryan Prince
Kelly G Rollins
Shawn Wright
Ken Halliburton

Nay: None

Docusign Envelope ID: 4BDAE2BA-C71A-41B2-A315-D74CC5B2735C

ORDINANCE 25-OZ-35 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 7.46 acres located along Bill Smith Drive from Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District to Planned Commercial Development (PCD) District (Toyota of Murfreesboro PCD) and Gateway Design Overlay One (GDO-1) District; TT of T Murfreesboro, Inc., applicant, [2025-416].

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to rezone the territory indicated on the attached map.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Planned Commercial Development (PCD) District and Gateway Design Overlay One (GDO-1), as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Erin Tucker
City Recorder

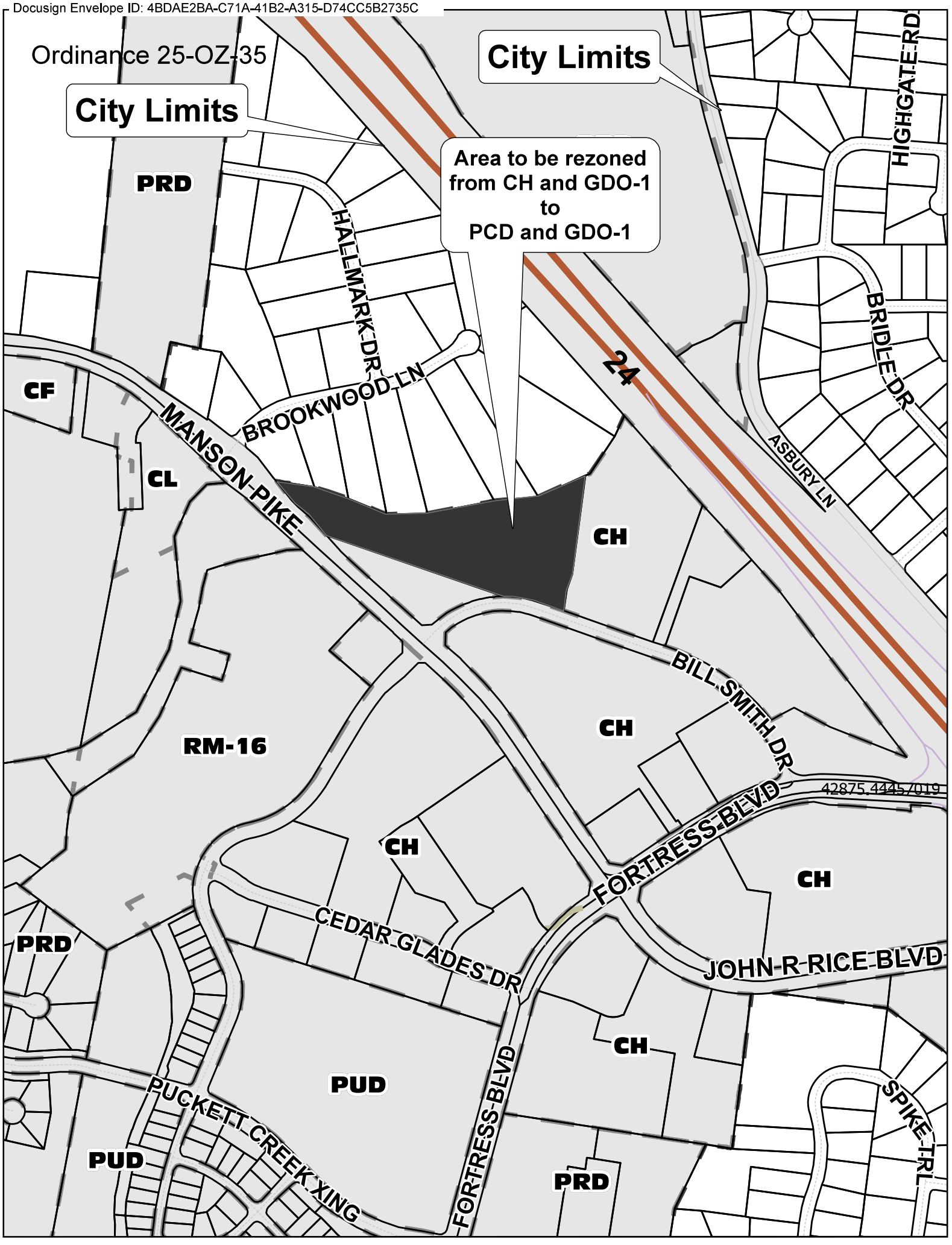
APPROVED AS TO FORM:

Signed by:
Adam F. Tucker
43A2035E51F9401...

_____
Adam F. Tucker
City Attorney

SEAL

Docusign Envelope ID: 4BDAE2BA-C71A-41B2-A315-D74CC5B2735C



COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: Rezoning property along East Kingwood Drive [Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	☒
Resolution	☐
Motion	☐
Direction	☐
Information	☐

Summary

Consider rezoning approximately 0.4 acres located along East Kingwood Drive east of Memorial Boulevard.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of this rezoning on September 3, 2025.

Background Information

Abundant Life Christian Academy presented a zoning application [2025-417] for approximately 0.4 acres located along the north side of East Kingwood Drive to be rezoned from RM-16 (Multi-Family Residential District 16) to CH (Highway Commercial District). During its regular meeting on September 3, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Establish Strong City Brand

This application will support the City's mission to be customer-service oriented by having the subject property zoned only CH, thereby reducing potential confusion and administrative issues regarding the future use of the property.

Attachments:

1. Ordinance 25-OZ-36
2. Maps of the area
3. Planning Commission staff comments from 09/03/2025 meeting
4. Planning Commission minutes from 09/03/2025 meeting
5. Other miscellaneous exhibits

MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS; SEPTEMBER 3, 2025
PROJECT PLANNER: HOLLY SMYTH

6.d. Zoning application [2025-417] for approximately 0.4 acres located along East Kingwood Drive to be rezoned from RM-16 to CH, Abundant Life Christian Academy applicant.

The subject area is a 0.4-acre portion of a 1.45-acre parcel identified as 1510 Memorial Boulevard (also known as Tax Map 091D, Group A, Parcel 027.00). The existing parcel is currently zoned CH (Highway Commercial District) on the western side of the lot and RM-16 (Multi-Family Residential District) on the eastern side of the lot. The subject parcel is developed with a church building that is in the process of being repurposed to also house a school and a daycare. The area of the parcel in question contains a portion of the parking lot used for the primary church building. The study area is bordered by the Kingwood Apartments development, also zoned RM-16, directly to the north, south, and east. Commercial uses, mostly retail, restaurant, and personal service uses, are adjacent to the subject parcel to the north, south, and west along Memorial Boulevard.

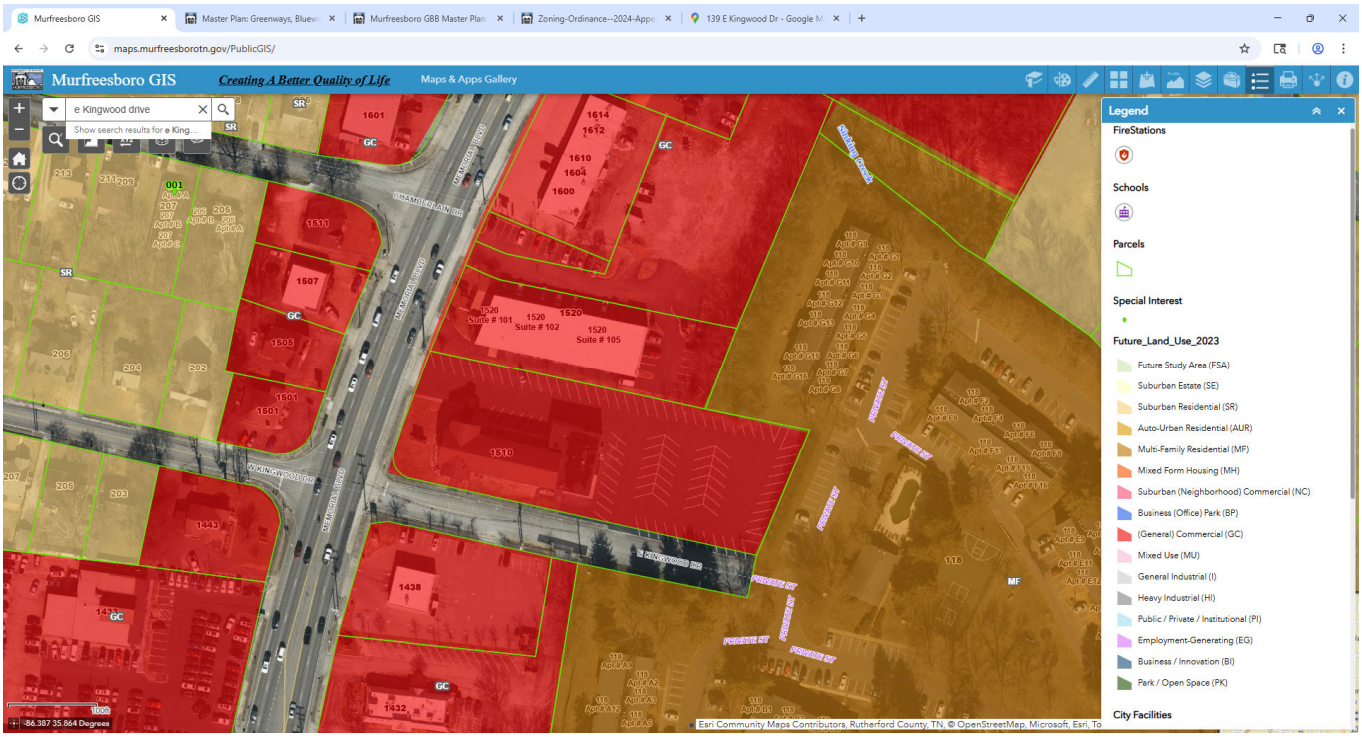
When the applicants came to the City to add a daycare center use within the primary structure it was determined that they could move forward since the building itself was located in the CH zone. However, it was noted at that time that they may be limited on the uses they could carry out on the RM-16-zoned portion of the property without having a special use permit. Given that split zoning can be confusing to administer, Staff recommended that the applicant request rezoning to the same zone district as the church structure of CH in order to reduce confusion and complications in the future.

Future Land Use Map

The Murfreesboro 2035 Comprehensive Plan Future Land Use Map designates the subject area as General Commercial (GC) land use character on the entire parcel, as shown in the embedded screen shot on the next page. The primary difference in Urban and Auto-Urban character categories is the role of the automobile in its site design. Rather than buildings oriented to the street, as in an urban setting, such as what is found in downtown, auto-urban environments are characterized by large parking lots surrounding the buildings. Auto-Urban commercial uses include high intensity commercial businesses that have a trade area outside of Murfreesboro and/or require a large amount of land for their operations. Uses that are examples of the GC land use character include regional shopping centers, grocery stores, hotels, gas stations, restaurants, and “big box” retailers. Due to the potential for these uses to generate high traffic volumes, their locations should be on or with adequate access to arterial roadways. Suggested zoning districts include CH, PCD, PUD, PND, CF, and other districts as evaluated on a case-by-case basis.

The request to rezone to CH is consistent with the Future Land Use Map and appropriate given the commercial uses adjacent to the parent parcel.

Future Land Use Map Excerpt



Staff recommendation:

Staff is supportive of this rezoning request for the following reasons.

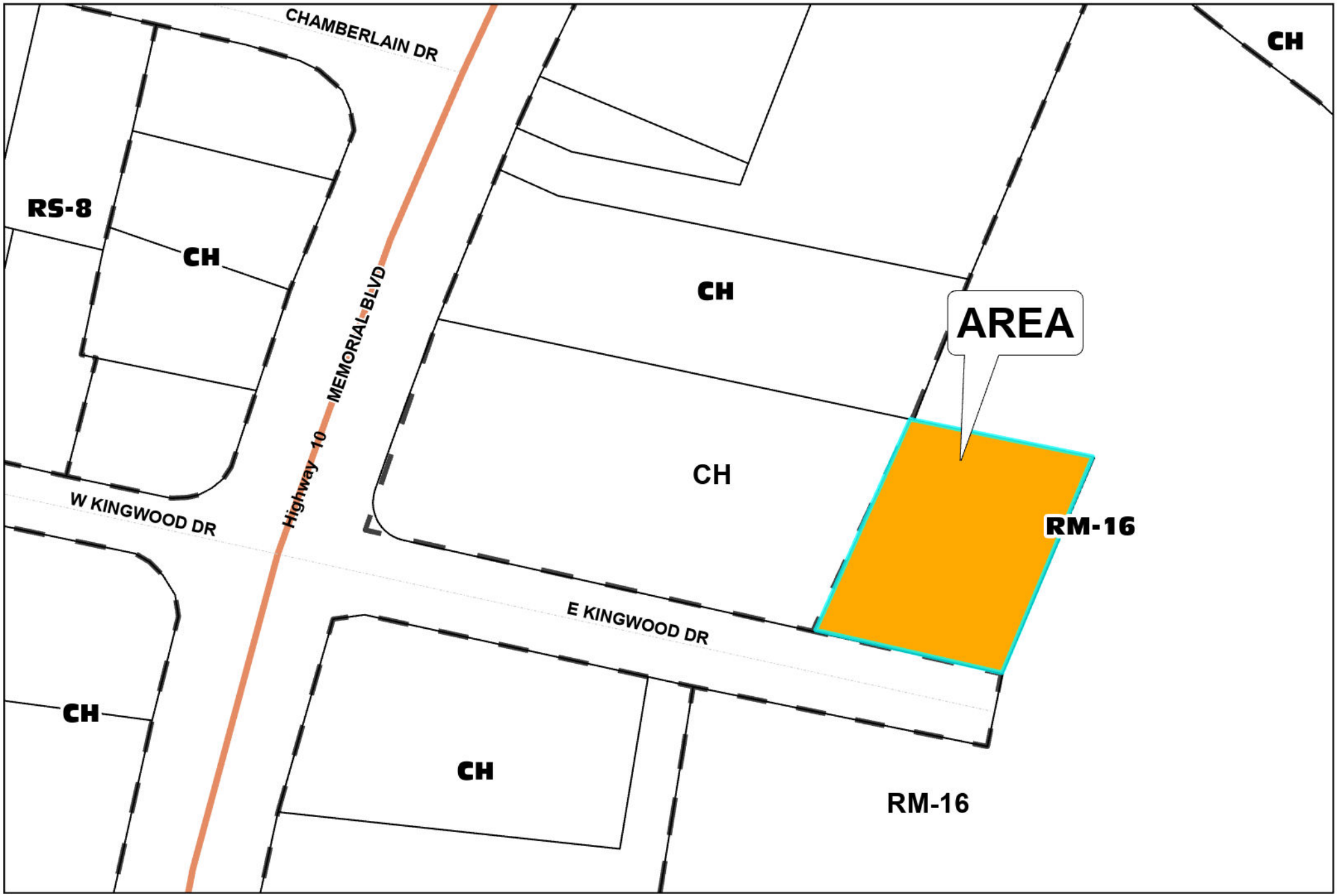
1) The CH zoning will make the entire lot 1 consistent zone district.
2) The CH zone will help eliminate future confusion regarding whether various institutional uses are allowed on the property by right versus via the issuance of a special use permit through the BZA.
3) The CH zone district is consistent with the future land use map of the Murfreesboro 2035 Comprehensive Plan.

Action Needed

The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning request. The Planning Commission should conduct a public hearing regarding the request and then formulate a recommendation for the Murfreesboro City Council.

Attachments:

Rezoning Exhibit
Ortho Zone Map
No-ortho Zone Map



Rezoning request for property located along Memorial Boulevard and East Kingwood Drive RM-16 to CH

Planning Department
City of Murfreesboro
111 West Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov



City of MURFREESBORO TENNESSEE

Rezoning request for property located along Memorial Boulevard and East Kingwood Drive RM-16 to CH

Planning Department
City of Murfreesboro
111 West Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov

City of Murfreesboro
Planning and Engineering Department
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139
(615) 893-6441 Fax (615) 849-2606
www.murfreesborotn.gov

Creating a better quality of life

Zoning & Rezoning Applications – other than rezoning to planned unit development	**$700.00**
Zoning & Rezoning Applications – Planned Unit Development, initial or amended	**$950.00**

Procedure for applicant:

The applicant must submit the following information to initiate a rezoning:

1. **A completed rezoning application (below).**
2. **A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)**
3. **A non-refundable application fee (prices listed above).**

For assistance or questions, please contact a planner at 615-893-6441.

To be completed by applicant:

APPLICANT: Abundant Life Christian Academy

Address: 5904 New Nashville Hwy City/State/Zip: Murfreesboro, TN 37129

Phone: 615-896-5333 E-mail address: [redacted]

PROPERTY OWNER: Events Center, LLC

Street Address or property description: 1510 Memorial Blvd

and/or Tax map #: 91D Group: A Parcel (s): 27.00

Existing zoning classification: RM-16

Proposed zoning classification: CH Acreage: 1.45 (ENTIRE SITE)

Contact name & phone number for publication and notifications to the public (if different from the applicant): Matt Taylor 615-890-7901

E-mail: [redacted]

APPLICANT'S SIGNATURE (required): [signature]

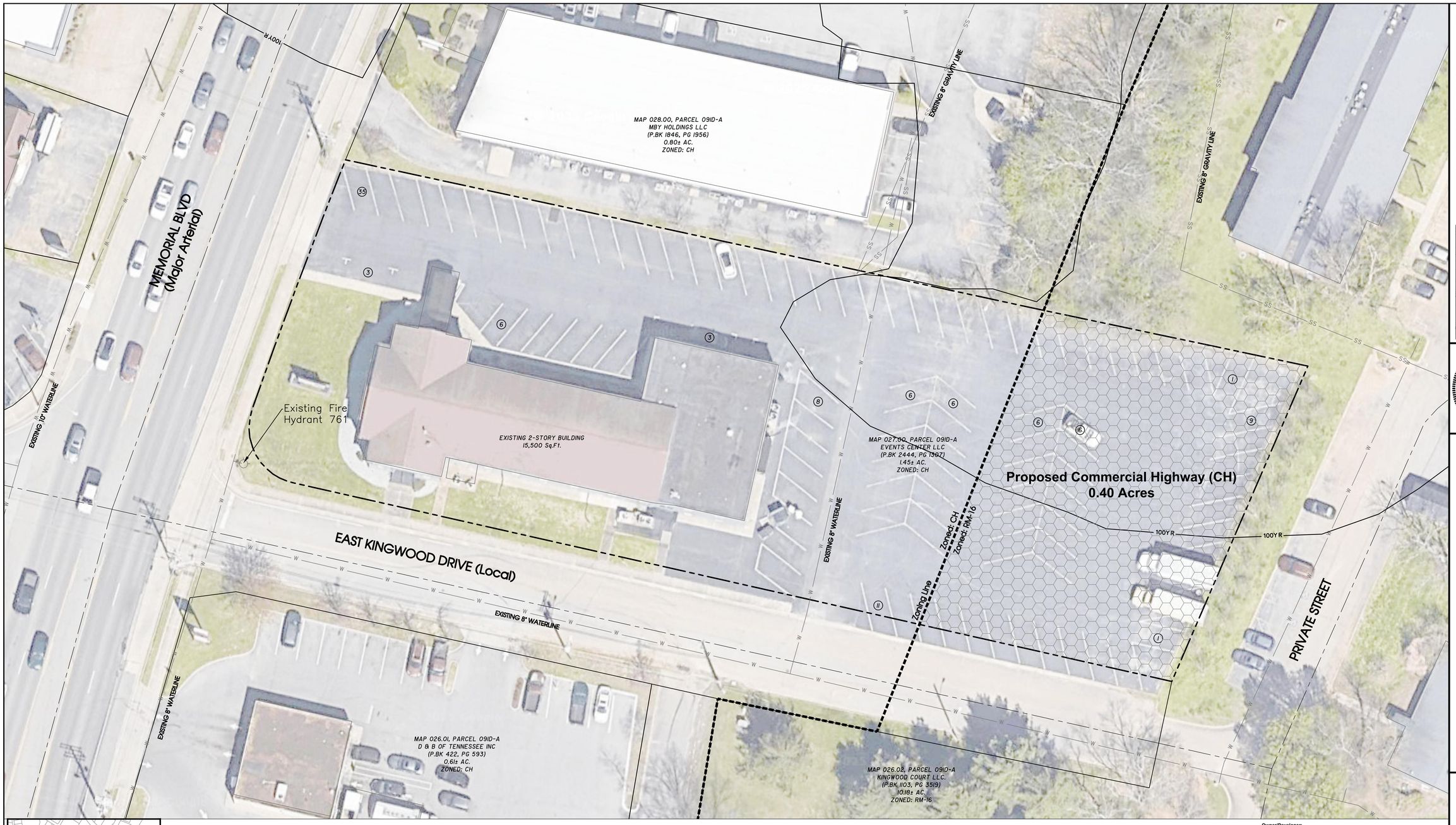
DATE: 7/15/25

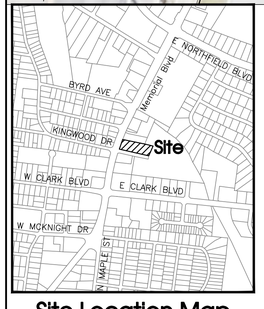
*******For Office Use Only**********

Date received: **MPC YR.:** **MPC #:**

Amount paid: **Receipt #:**

Revised 7/20/2018





Site Location Map
Not To Scale

Proposed Commercial Highway (CH)

Total Acres to Rezoned From RM-16 To Zone CH = 0.40± Acres

N

20′ 0 20′ 40′

SCALE: 1"= 20′

Owner/Developer:
Abundant Life Christian Academy
5904 New Nashville Hwy
M'boro TN 37129
Contact: Brittany Blakesleay

Deed Reference:
R. Bk. 2444, Pg. 1307
Tax Map 91D, Group A, Parcel 27.00

Yard Requirements:
Front: 42'
Side: 0'
Rear: 20'

Intended Use:
7,000 Sq.Ft. Church (10:30 Sunday & 6:30 Wednesday Services)
5,500 Sq.Ft. Daycare
3,000 Sq.Ft. School (K-12)(Monday to Friday 8:00-5:00)

Land Use Data:
Zoned: CH & RM-16

Parking Requirement:
Church = $\frac{1 \text{ Space}}{4 \text{ Seats}}$ x 300 Seats = 38 Required
Daycare = $\frac{1 \text{ Space}}{1000 \text{ Sq.Ft.}}$ x 5500 Sq.Ft. + $\frac{2.5 \text{ Spaces}}{1 \text{ Employee}}$ x 7 = 24 Required
School = Kindergarden = $\frac{1 \text{ Space}}{1 \text{ Classroom}}$ x 5 = 1 Required
1-9 = $\frac{1 \text{ Space}}{1 \text{ Classroom}}$ x 4 Classrooms or $\frac{1}{4 \text{ Seats in Auditorium}}$ x 22 Seats = 8 Required
Total Required = 24 + 1 + 8 = 33 Total Spaces Required
Total Provided = 101 Regular Spaces

Flood Map No.:
A prtion of this site lies within Zone AE, in the 100 Year Floodplain, per Community Panel 47149C0260J dated May 9, 2023.

SEC, Inc.
SITE ENGINEERING CONSULTANTS
ENGINEERING • SURVEYING • LAND PLANNING
LANDSCAPE ARCHITECTURE
850 MIDDLE TENNESSEE BOULEVARD MURFREESBORO, TENNESSEE 37129
PHONE (615) 890-7901 FAX (615) 895-2567 WWW.SECINC.COM

NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF S.E.C. INC.
COPYRIGHT S.E.C. INC., 2025

This site as shown on these construction drawings is intended to achieve specific engineering design criteria and objectives. It is the sole responsibility of the contractor to construct the site as described, and illustrated. The engineer assumes no administrative liability or responsibility in the assurance that the site is constructed in accordance with the construction plans.

MATTHEW A. TAYLOR — LICENSED PROFESSIONAL ENGINEER — STATE OF TENNESSEE

Abundant Life Christian Academy
1510 Memorial Blvd
Murfreesboro, TN

Rezoning Exhibit

REVISED:
DRAWN: SJA
DATE: 6-11-2025
CHECKED: MAT
FILE NAME: 25276rezoning
SCALE: 1"=20'
JOB NO. 25276
SHEET: C1.0

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SETPEMBER 3, 2025

6:00 P.M. **CITY HALL**

MEMBERS PRESENT
Ken Halliburton, Chair
Jami Averwater, Vice-Chair
Tristan Carroll
Reggis Harris
Bryan Prince
Kelly G Rollins
Shawn Wright

STAFF PRESENT
Greg McKnight, Exec. Dir. Dev. Services
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Holly Smyth, Principal Planner
Richard Donovan, Principal Planner
Brad Barbee, Principal Planner
Marc Shackelford-Rowell, Planner
Lee Holliman, Project Engineer
Carolyn Jaco, Recording Assistant
John Tully, Assistant City Attorney

1. Call to order.

Chair Ken Halliburton called the meeting to order.

2. Determination of a quorum.

Chair Ken Halliburton determined a quorum was present.

3. Recognition of Kathy Jones for her service on the Planning Commission.

Chair Ken Halliburton recognized former Planning Commission Chair Ms. Kathy Jones with a plaque in honor for her dedicated service as a member of the Planning Commissioner for twenty-seven years.

4. Public Comments.

Chair Ken Halliburton announced that no signed up to speak during the Public Comment portion of the agenda.

Bryan Prince
Kelly G Rollins
Shawn Wright
Ken Halliburton

Nay: None

Zoning application [2025-417] for approximately 0.4 acres located along East Kingwood Drive to be rezoned from RM-16 to CH, Abundant Life Christian Academy applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Mr. Matt Taylor (design engineer) was in attendance representing the application.

Chair Ken Halliburton opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Chair Ken Halliburton closed the public hearing.

There being no further discussion, Mr. Tristan Carroll made a motion to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Kelly G Rollins and carried in favor by the following vote:

Aye: Jami Averwater
Tristan Carroll
Reggie Harris
Bryan Prince
Kelly G Rollins
Shawn Wright
Ken Halliburton

Nay: None

Docusign Envelope ID: 4BDAE2BA-C71A-41B2-A315-D74CC5B2735C

ORDINANCE 25-OZ-36 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.4 acres located along East Kingwood Drive from Residential Multi-Family Sixteen (RM-16) District to Commercial Highway (CH) District; Abundant Life Christian Academy, applicant, [2025-417].

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to rezone the territory indicated on the attached map.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Commercial Highway (CH) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

_____
Shane McFarland, Mayor

ATTEST:

_____
Erin Tucker
City Recorder

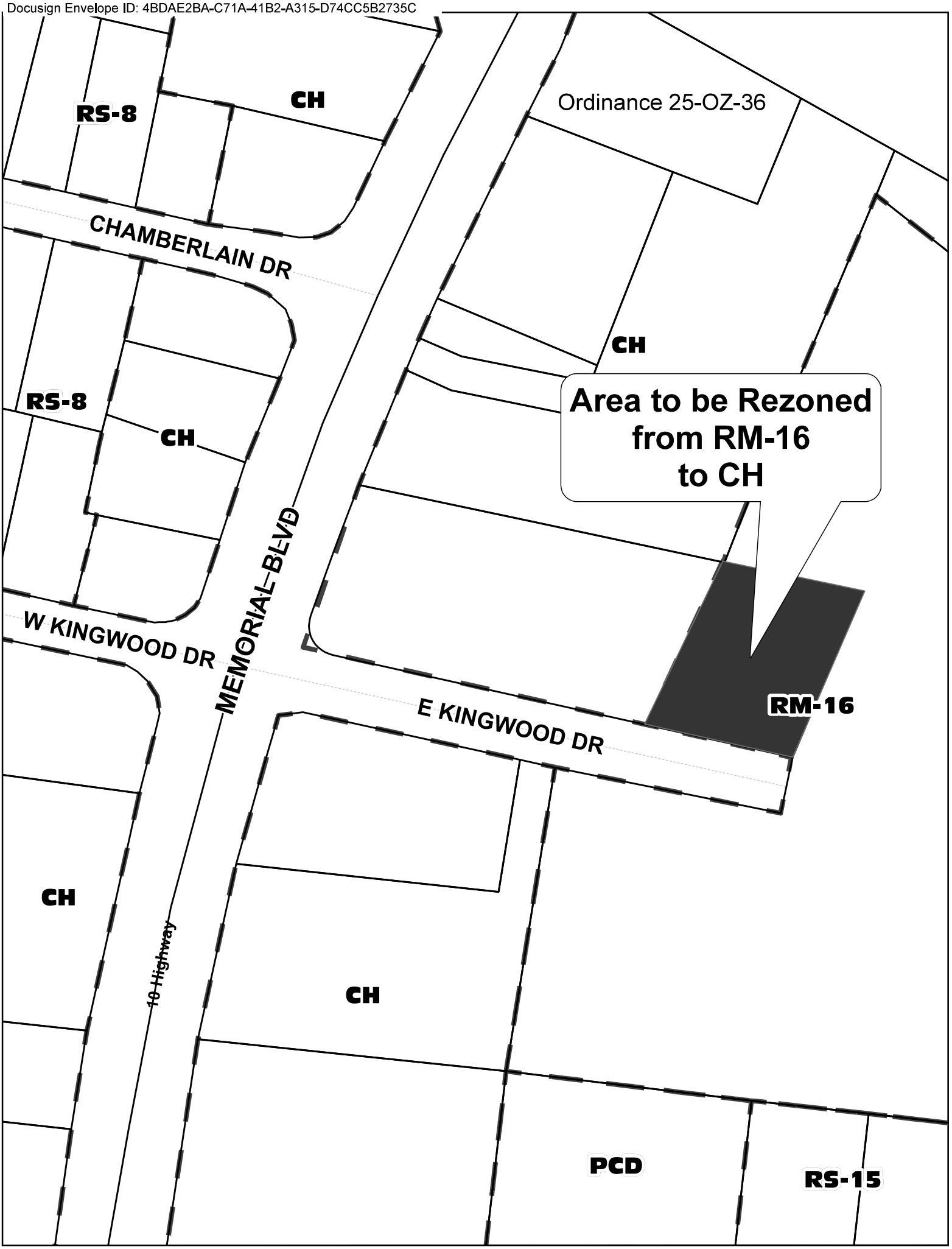
APPROVED AS TO FORM:

Signed by:
Adam F. Tucker
43A2035E51E9401...

_____
Adam F. Tucker
City Attorney

SEAL

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COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: Acceptance of TN State Museum Grant

Department: Parks and Recreation

Presented by: Rachel Singer, Assistant Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider acceptance of TN State Museum Capital Maintenance and Improvements Grant for Bradley Academy Museum and Cultural Center (Bradley Museum).

Staff Recommendation

Approve TN State Museum Capital Maintenance and Improvements Grant.

Background Information

For the Fiscal Year 25-26, the Tennessee General Assembly included a direct appropriation in the amount of $5 million to the Tennessee State Museum "for the sole purpose of providing grants to museums with a 501(c)(3) nonprofit organization or affiliated with a governmental entity for capital maintenance and improvements." This grant is facilitated by the State Museum and is open to museums located in Tennessee.

Council Priorities Served

Responsible Budgeting

Total project costs will be offset by acceptance of these grant funds.

Operational Issues

Bradley Museum is exhibiting water intrusion issues around the windows and main entrance into the building. Leaks and poorly sealed windows are causing serious consequences to the facility. The replacement of windows and front entry doors coupled with reworking the entry stoop for improved drainage and repair of plaster and wood flooring are needed.

Fiscal Impact

TN State Museum grant funding of $100,000, in combination with designated Capital Improvement Project funds, will cover the entire repair costs that have been estimated by Johnson and Bailey Architects.

Attachments

1. TN State Museum Letter of Agreement
2. Assessment from Johnson and Bailey Architects

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TENNESSEE STATE MUSEUM
EXPERIENCE TENNESSEE

LETTER OF AGREEMENT:
DIRECT APPROPRIATION GRANT
FOR GOVERNMENTAL ENTITIES

Date: October 14, 2025

To: **Director Williams**
City of Murfreesboro
Bradley Academy Museum
PO Box 748
Murfreesboro, TN 37133

From: **Ashley Howell, Executive Director**

In the State of Tennessee's 2026 Appropriations Act, Section 61, Item 20, reads as follows:

In addition to any other funds appropriated by the provisions of this act, there is appropriated the sum of $5,000,000 (nonrecurring) to the State Museum for the sole purpose of providing grants to museums with a 501 (c)(3) nonprofit organization or affiliated with a governmental entity for capital maintenance and improvements. Any unexpended funds shall not revert to the general fund balance at June 30 and shall be carried forward in a reserve at June 30 and are hereby reappropriated in the subsequent fiscal year.

Award:
The City of Murfreesboro has been selected to receive funding in the amount of $100,000 for the project ***as described in the submitted grant application***. Projects must be completed by June 30, 2026.

If you choose to accept this award:

1. Sign this agreement (include your taxpayer identification number and a daytime phone number) in the space provided as your acceptance of the following terms and conditions:
    a) If you fail to fulfill your obligations under this agreement, the State shall have the right to seek restitution, pursuant to the laws of the State of Tennessee, from you for payments made to you under this agreement.

Docusign Envelope ID: 9FB84FFA-9410-4E8A-8AC3-6BC8BC481ABE

b) Your records and documents, insofar as they relate to the performance of your obligations or to payments received under this agreement, shall be maintained in a manner consistent with the accounting procedures of the Comptroller of the Treasury, pursuant to T.C.A. 4-3-304 and applicable rules and regulations thereunder.

c) The funds received shall be placed in an interest-bearing account until such time as they are needed for the purposes set out in the Appropriations Act. In the event that any portion of the funds is not expended, the unexpended portion plus any accrued interest shall be returned to the State.

d) You must have a completed W-9 Form and a signed Letter of Agreement. You are responsible for and assume the liability for failure to provide the correct taxpayer identification number for IRS purposes.

2. Return to the State agency head the following materials together:

a) This signed Letter of Agreement; and

b) Title VI Self-Assessment form and Title VI Assurance of Compliance form., and

c) *W-9 Form* - (submitted with application. However, if corrections are needed you will be contacted)

We encourage you to return these materials by **November 14, 2025**. The State is prepared to process this agreement and issue payment in a timely fashion, upon receipt of these materials. *Please refer to the Capital Maintenance and Improvements Usage and Reporting Guidelines in your award email for a list of requirements for funding disbursement including acknowledgement requirements.*

If you should have any questions or comments or need any assistance responding to this request, please email: TSMGrants@tn.gov

Please retain a copy of this letter for your records. Payment status and accounting inquiries may be directed to the following staff of this department: TSMGrants@tn.gov

On behalf of the ***City of Murfreesboro***, I hereby agree to the aforementioned terms and conditions.

Official's Signature	Date
Shane McFarland	Mayor
Official's Name (please print)	Official's Title or Position
615-890-5333	62-6000374
Daytime Contact Phone Number	Federal Taxpayer Identification Number

Approved as to Form:

Signed by:
Adam F Tucker
43A2035E51F9401...

Adam F. Tucker, City Attorney

Johnson + Bailey Architects, P.C.

August 11, 2025

Mr. Brad Hennessee
Facilities
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

Re: Proposal for Architectural Services

Bradley Academy Museum – Exterior Renovations

Dear Brad:

Johnson + Bailey Architects is pleased to submit this proposal to provide full architectural services for the planned exterior renovations at Bradley Academy Museum. This project will address ongoing water infiltration issues—primarily at the original school building's south and west facades—by replacing deteriorated 1930's wood windows, repairing associated interior and exterior damage, and improving the building envelope to better protect the museum's collections and ensure its long-term preservation.

Our previous work at Bradley Academy Museum in 2015 included re-glazing and repainting existing windows and repairing deteriorated exterior wood window framing. While these maintenance efforts extended the life of the original windows, the elements have continued to take their toll, with deterioration now evidenced by failing interior plaster and paint, large gaps between window sashes, and exterior paint degradation. The installation of storm windows, while intended to mitigate water infiltration, appears to have accelerated deterioration on the south and west facades due to direct solar exposure.

Given the museum's function as a cultural center (and not it's architectural value) as a basis for its listing on the National Register of Historic Places, we recommend replacing the existing windows with aluminum storefront systems designed to replicate the original wood profiles. This approach will prioritize protection of the building's envelope and artifacts while maintaining the building's historic appearance.

Proposed scope of work includes:

- Demolition of existing windows and preparation of openings for new aluminum storefront units
- Repair of damaged interior plaster and repainting

- Rework of the front entry stoop for improved drainage
- Replacement of front entry doors
- Repair of wood flooring inside front entrance
- Replacement of existing galvanized metal roofing and flashing at the perimeter of the original structure

We estimate the construction cost, including a 5% contingency, at $287,000.

J+B Scope of Services

- Design
- Construction Documentation
- Bidding and Negotiation
- Construction Administration

Proposed Fee

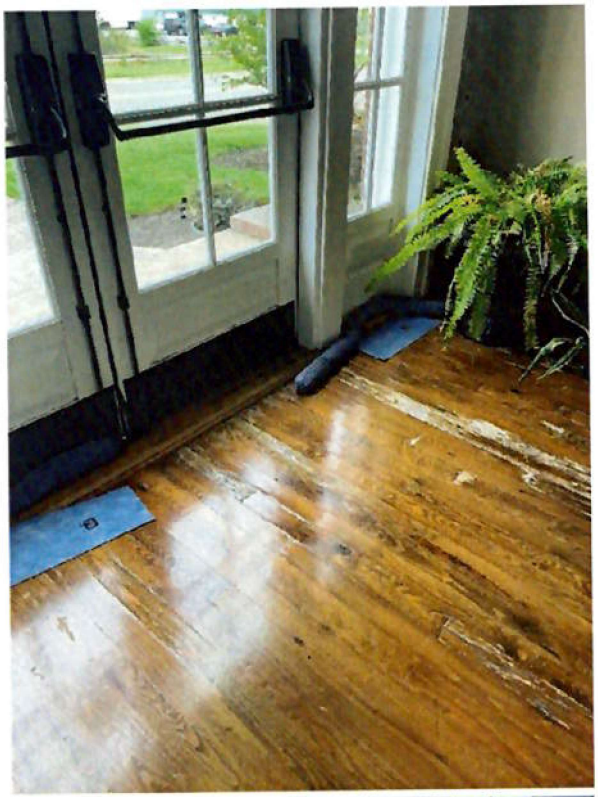
Our lump sum fee for the above services is $27,400.

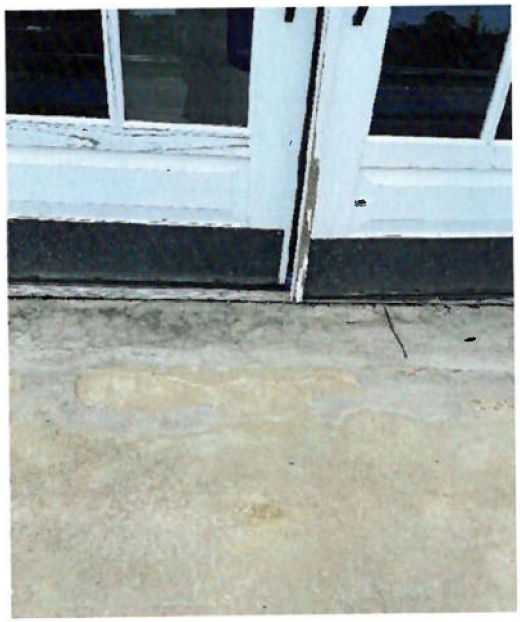
We appreciate the opportunity to continue our work with the City of Murfreesboro on this important historic and cultural facility. Please do not hesitate to contact us with any questions.

Sincerely,

Keaton Pettit
President
Johnson + Bailey Architects, P.C.

Front door at Bradley Academy. Slope of porch is downward towards the door, causing water to pool at the door and flood into the building.



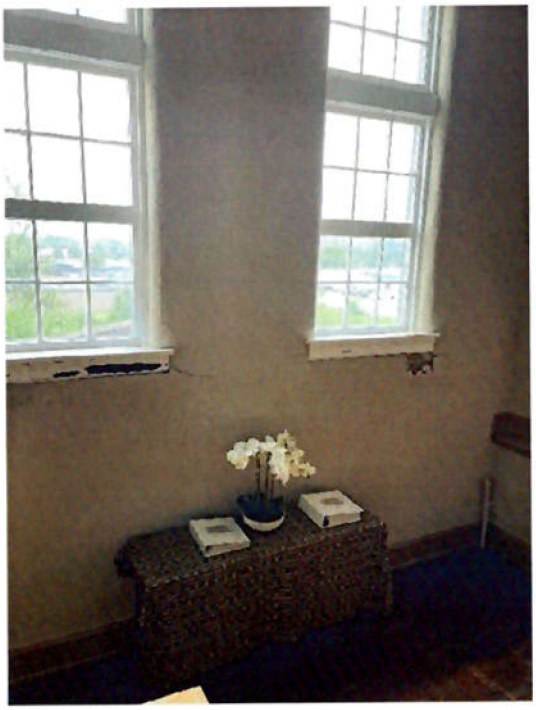


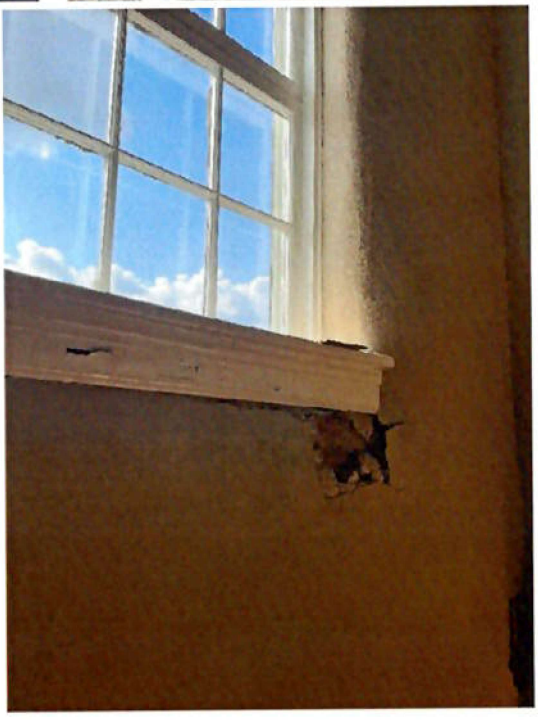


Bradley Academy windows and damage caused by leaks.

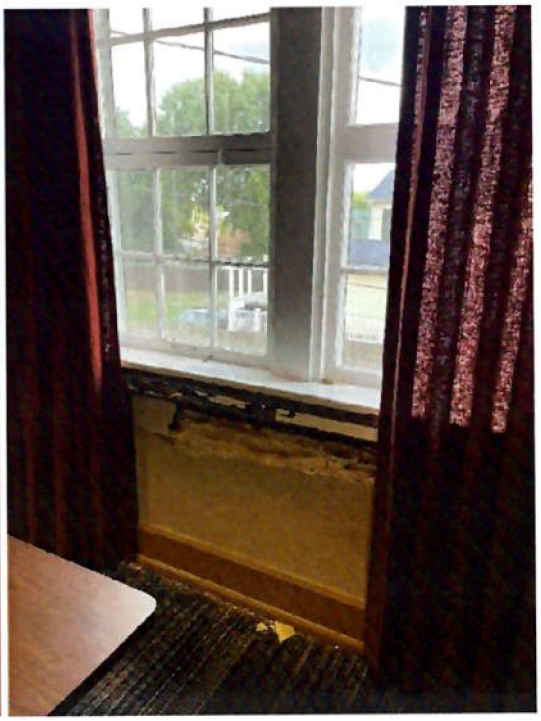


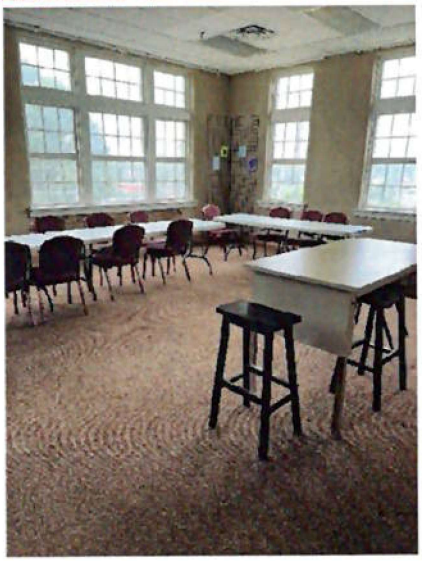












COUNCIL COMMUNICATION
Meeting Date: 11/06/2025

Item Title:	Purchase of two replacement arms for automated garbage trucks
Department:	Solid Waste
Presented by:	Russell Gossett, Director of Solid Waste

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Purchase two replacement arms from Municipal Equipment.

Staff Recommendation

Approve the purchase of two replacement arms for the automated side loader garbage trucks.

Background Information

The Solid Waste department is requesting the approval of the purchase of two replacement arms for trucks 225 and 226. These trucks have exceeded their arm life expectancy by 5 years and have ultimately become inoperable in their current condition. These replacement arms will help the fleet maintain a high level of service without the financial burden of purchasing a new truck. Municipal Equipment has the contract for these parts.

Council Priorities Served

Responsible Budgeting

The current condition of trucks 225 and 226 are inoperable only due to the condition of their arms. This purchase will bring a truck back to the front line without needing to purchase a new truck.

Fiscal Impact

The expense, $114,134, is budgeted in the FY25 operations budget.

Attachments

1. Municipal Equipment quote
2. Executed agreement

Docusign Envelope ID: BF61E9E3-D9A2-43B4-B1BF-4C270C237BF8

CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
MUNICIPAL EQUIPMENT, INC.
FOR PURCHASE OF REPLACEMENT ARMS FOR GARBAGE TRUCKS

This Contract is entered into and effective as of _____ ("Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **MUNICIPAL EQUIPMENT, INC.** a Corporation of the State of Kentucky, and sole authorized dealer in Rutherford County for New Way Vehicles and Equipment ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Quote #Q10914 dated August 13, 2025, from Municipal Equipment for two (2) New Way Assy Arm R-Pac Replacement arms and freight, hereinafter, "Contractor's Quote" (Exhibit A)***
- ***Any properly executed amendments to this Agreement***

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Third, Contractor's Quote***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: Two (2) New Way Assy Arm R-Pac Replacement Arms as listed on Contractor's Quote.
2. **Term.** The term of this contract shall be one year from the Effective Date. Contractor's performance may be terminated in whole or in part:
    a. Upon 30-day prior notice, for the convenience of the City.
    b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
    c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
    d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
    e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. **Price; Compensation; Method of Payment.**
    a. The price for the goods and other items to be provided under this Contract is set forth in the Contractor's Quote for Two (2) New Way Assy Arm R-Pac Replacement Arms as listed

at a unit price of $56,117.00 each and freight charge of $1,900.00 for a **Total Purchase Price of One Hundred Fourteen Thousand, One Hundred Thirty-Four Dollars and No Cents ($114,134.00)**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.

b. Deliveries and pick-up of all items for the Solid Waste Department shall be made by August 30, 2025, to Attn: Russell Gossett – Solid Waste Department – 4765 Florence Road, Murfreesboro, TN 37129. Contact Person Russell Gossett (tel. 615-893-3681; email: rgossett@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.

c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.

d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.

e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. **Warranty.** Unless otherwise specified, every item purchased shall meet the warranty requirements set forth by the manufacturer.

5. **Indemnification.**

a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

c. Copyright, Trademark, Service Mark, or Patent Infringement.

i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide

Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

1. Procure for the City the right to continue using the products or services.
2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:
City of Murfreesboro
Attn: City Manager
111 West Vine Street
Murfreesboro, TN 37130

If to the Contractor:
Municipal Equipment, Inc
Attn: Morgan Thomas Regional Territory Manager
6305 Shepherdsville Road
Louisville, KY 40228
mthomas@meieq.com

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.

9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment

and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.

10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.

11. **Relationship of the Parties**. Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

15. **Gratuities and Kickbacks**. It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

16. **Assignment**. The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

17. **Integration**. This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.

18. **Force Majeure.** No party has any liability to the other 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, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

19. **Governing Law and Venue**. The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

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

21. **Attorney Fees**. In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

22. **Iran Divestment Act of Tennessee**. By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.

23. **Non-Boycott of Israel.** By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of $250,000 or more and to contractors with ten (10) or more employees.

24. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of the "Effective Date" first listed above.

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

APPROVED AS TO FORM:

Signed by:
Adam F Tucker
43A2035E51F9461...
Adam F. Tucker, City Attorney

MUNICIPAL EQUIPMENT, INC.

By: DocuSigned by:
Mark Clindaniel
6812C702DBF1458...
Mark Clindaniel, President

Docusign Envelope ID: BF61E9E3-D9A2-43B4-B1BF-4C270C237BF8

MUNICIPAL EQUIPMENT, INC.

MUNICIPAL EQUIPMENT
6305 SHEPHERDSVILLE RD
LOUISVILLE KY 40228

Phone: (502) 962-9527
WWW.MUNICIPALEQUIPMENTINC.COM

QUOTE

Quote ID: Q10914
Quote Date: 8/13/2025
Quote Valid Until: 8/20/2025

Customer:

CITY OF MURFREESBORO
PO BOX 1139
ATTENTION: REBECCA LEHEW
MURFREESBORO TN 37133

Contact: JAKE
Phone: (615) 642-1004
Email:

Salesperson: KENNETH COLLINGS

Part Number	Description	Qty	Unit Price	Amount
133404	ASSY ARM R-PAC	2 EA	$56,117.00	**$112,234.00**
SHIPPING & HANDLING	SHIPPING & HANDLING	1 EA	$1,900.00	**$1,900.00**

Sub Total:	**$114,134.00**
Discount:	
Sales Tax:	**$0.00**
Grand Total:	**$114,134.00**

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. Number:	

* Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.

* Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.

Notes:

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: Airport Sign Construction Contract

Department: Airport

Presented by: Chad Gehrke, Airport Director

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider approval of contract with Rice Construction to construct a sign for the Murfreesboro Airport.

Staff Recommendation

Approve a contract with Rice Construction to construct a sign at Memorial Boulevard for the Murfreesboro Airport.

Background Information

Previously the Murfreesboro Municipal Airport sign on Memorial Boulevard was removed when a major portion of the land in front of the airport was sold. Now that construction on that property has been completed the Airport will be installing a new sign on the remaining portion of the property at the corner of Memorial Boulevard and Airport Road. The Airport sign was competitively bid with several bids received. The Airport sign is a critical tool not only for locating the entrance to the airport but also informing the public of various events and services provided at the airport. The new sign will be another tool by which the Airport can communicate the many ways that the airport contributes to the community.

Council Priorities Served

Improve economic development

The Murfreesboro Municipal Airport plays a vital role in the transportation system of our community. It is important that its location can easily be identified and important information about the activities and events occurring at the airport is communicated with the community demonstrating the many way the Airport serves to improve economic development.

Fiscal Impact

The expense, or $79,900, will be funded from the Airport Fund.

Attachments

Rice Construction Contract

Docusign Envelope ID: 112055E4-A3F3-4DEA-A00D-59E85776D063

AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the ___ day of _____ in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Murfreesboro, Tennessee, a Tennessee municipal corporation
111 West Vine Street
Murfreesboro, TN 37130

and the Contractor:
(Name, legal status, address and other information)

Rice Construction Co. LLC, a Tennessee limited liability company
2327 Gravett Street
Murfreesboro, TN 37129

for the following Project:
(Name, location and detailed description)

Installation of a New Monument Sign
Murfreesboro Airport
1930 Memorial Blvd, Murfreesboro, TN 37129

The Architect:
(Name, legal status, address and other information)

Johnson + Bailey Architects P.C.
100 East Vine Street
City Center Suite 700
Murfreesboro, TN 37130
J+B No. 2407

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

.1 this Agreement signed by the Owner and Contractor;

.2 the drawings and specifications prepared by the Engineers, dated as set forth below, and enumerated as follows:

Drawings:

Number	Title	Date
Project No. 2407	New Monument Sign Murfreesboro Airport	8/20/25

Specifications:

Section	Title	Pages
	New Monument Sign at Murfreesboro Airport dated August 20, 2025	1-20

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.3 addenda prepared by the Engineers as follows:

Number	Date	Pages
No. 1	October 7, 2025	4

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

1. Exhibit A – Supplemental Conditions
2. Exhibit B – Insurance Requirements
3. Exhibit C – Non-Collusion Affidavit
4. Exhibit D – Drug Free Workplace Affidavit
5. Exhibit E – Iran Divestment Act Affidavit
6. Exhibit F – Performance Bond- waived pursuant to Section 5.6.1
7. Exhibit G – Payment Bond waived pursuant to Section 5.6.1
8. Exhibit H – Specifications
9. Exhibit I – Invitation to Bid
10. Exhibit J – Contractor's Bid Response

In the event of a conflict between the terms of this Agreement and those of either Exhibit A or Exhibit B, the exhibit's terms shall take precedence.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

The date of commencement shall be the date
(Paragraphs deleted)
on which the Owner issues the Notice to Proceed.

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

[X] Not later than one hundred twenty (120) calendar days from the date of Contractor accepts the pre-engineered building on the Project site..

[ ] By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Seventy-Nine Thousand, Nine Hundred Dollars and No Cents ($79,900.00), as reflected in greater detail in Exhibit J.

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
N/A	N/A

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§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
N/A	N/A

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§3.6 The Contractor shall pay all taxes, levies, duties, and assessments of any nature, that are applicable to any Work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. The Contractor shall make any and all payroll deductions required by law. The Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Owner, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

any undisputed amount not later than thirty (30) days after the Owner receives the Contractor's Application, provided, however, the Owner may withhold five percent (5%) of any undisputed amount as retainage

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

3.0 % per annum

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain, at its own expense, the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1 and Exhibit B:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than Two Million Dollars ($ $2,000,000.00) each occurrence, Two Million Dollars ($ $2,000,000.00) general aggregate, and Two Million Dollars ($ $2,000,000.00) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars ($ $1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such

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primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than One Million Dollars ($ $1,000,000.00) each accident, One Million Dollars ($ 1,000,000) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Umbrella/Excess	Three Million Dollars ($3,000,000.00)

§ 5.2 Omitted intentionally: Section 5.2 has been removed in its entirety because the City's insurance program will not provide property insurance coverage for this Work during construction. Upon project completion, the City's property insurance will provide coverage for the signage, but not during construction.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages. All insurance required of Contractor under this Article 5 and Exhibit B shall be primary for the Work until the expiration of the period for correction of Work as set forth in Section 14.2.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Engineer, Engineer's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

§ 5.6 Payment and Performance Bonds.
§ 5.6.1 Unless waived by the Owner in the event of a Contract Sum less than $100,000, the Contractor shall secure performance and payment bonds for 100% of the Contract Sum on a form acceptable to the Owner covering the faithful performance and completion of the Agreement and the payment of all obligations arising there under. Bonds shall be issued by a surety licensed in the State of Tennessee and satisfactory to the Owner.

§ 5.6.2 The Contractor must provide evidence of Bonds prior to the beginning of work. If the Performance and Payment Bonds are not furnished within 30 days of Notice of Award, the Contractor Bid Bond may be forfeited, and the Contract may be awarded to an alternate contractor.

§ 5.6.3 The Owner will require the Contractor to increase the Performance and Payment Bonds to accommodate Change Orders that individually or cumulatively exceed 10% of the original Contract Sum. The Contractor shall furnish to the Owner and keep in force during the term of the Contract, performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and materials furnished for the Work.

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ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.2.1 Specifications may describe types and quantities of materials, equipment, and other items of the Work and methods of installation that cannot be easily shown on the Drawings. It is not intended that the Specifications will mention every item of Work that can be adequately shown on the Drawings nor is it intended that the Drawings will show all items of Work adequately described or required by the Specifications, even if it is the case that such Work could have been shown thereon. The Contract Documents are complimentary, and what is required by, or reasonably inferable, by one shall be as binding as if required by all. In the event of conflicts or discrepancies among the Contract Documents, this Agreement will take precedent over the Specifications and Drawings.

§ 6.2.2 Prior to the inspections for Substantial Completion and Final Completion, as applicable, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site: clean and polish all floors: clean and polish all hardware; and repair all Work damaged during cleaning.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In the event there are conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. Amendments or Change Orders, with those of later date having precedence over those of earlier date
2. The Agreement
3. Exhibits and Addenda, with those of later date having precedence over those of earlier date.
4. Drawings and Specifications
5. In the case of any conflicts or discrepancies between Drawings and Specifications or within or among the Contract Documents and not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation.

§ 6.4 Ownership and Use of Engineers' Drawings, Specifications and Other Documents

Documents prepared by the Engineers are instruments of the Engineers' service for use solely with respect to this Project. The Engineers shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Engineers.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

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To Owner:	To Contractor:
Darren W. Gore, City Manager dgore@murfreesborotn.gov with copies to: • Chad Gehrke, Airport Director cgehrke@murfreesborotn.gov • Scott Elliott, Manager of Project Development selliott@murfreesborotn.gov	Tim Rice, Owner riceconstruction@gmail.com

Any notice sent via email shall be sent requesting a delivery receipt for the message. If the party sending the notice does not receive a delivery receipt within 24 hours, the party shall send notice via Certified U.S. Mail, private courier, or hand delivery to the other party.

§ 6.5 Non-Discrimination. It is the policy of the Owner not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, the Contractor certifies and warrants it will comply with this policy.

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges. If the Contractor's bid includes fees that the Owner has paid, or is required to pay directly, or that the Owner may waive, the Contractor shall, at the Owner's option, either pay these fees as a part of their bid or deduct fees from Contract Sum as a deductive change order.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents or is in default of its material obligations under the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made or default is cured, for which there will be no Change Order extending the Contract Time or the Contract Sum.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Owner may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Owner. In addition, if payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner immediately upon the Owner's written demand.

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§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Owner. Reports of errors, inconsistencies, or omissions must be made in writing and copies provided directly to the Owner.

§ 8.1.3 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

.1 That the Contractor is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

.2 That the Contractor is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

.3 That the Contractor is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental authorities having jurisdiction over it, the Work, or the site of the Project; and

.4 That the execution of the Contract and its performance thereof are within the duly-authorized powers of the Contractor and the signatory on behalf of the Contractor.

§ 8.1.4 Contractor shall be responsible for ascertaining correct dimensions, and Contractor is not to ascertain dimensions simply by scaling drawings unless directed to do so by the Owner or Project Engineer. In case of any discrepancy between Drawings and Specifications, Contractor shall consult the Project Engineer promptly for an interpretation before proceeding with the Work.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work. Contractor must maintain an updated project schedule and if milestones are negatively impacted, Contractor must, prior to submission of the next application for payment, provide Owner with a specific plan to return the project to the project schedule.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner have made a timely and reasonable objection.

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§ 8.3.3 Layout new construction lines and verify slab slope and conditions. If discrepancies between actual lines and elevations and those indicated on plans exist, notify Project Engineer and Owner and obtain a decision before starting work.

§ 8.3.4 The Contractor shall establish and maintain reference points required for the work. Contractor shall lay out on the rough floor the exact locations of partitions, openings, etc. as a guide to all trades. Contractor shall verify elevations, lines, levels, and dimensions indicated on the drawings before commencing work.

§ 8.3.5 The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees, and all other persons performing any of the Work under a contract with the Contractor.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.4.3 Contractor agrees to keep the Project free and clear from all mechanic's liens, materialmen liens, and other liens. The Contractor shall discharge any such lien immediately but in no event more than 30 days after filing of such a lien. In the event such lien is not released or discharged within such 30 days period, the Owner shall have the right to pay all sums necessary to discharge such liens and the Owner shall have the right to deduct such amounts from any amounts due hereunder or demand immediate payment from the Contractor. In the event of any such deduction, the Contract Sum due under the Contract Documents automatically shall be reduced by the amount of such payment without the need for any Change Order. In no instance shall this provision affect any limitation or restriction imposed by law or regulation on the placement or enforcement of liens.

§ 8.4.4 Substitutions:

.1 Where materials, equipment, apparatus, or other products are specified by manufacturer, brand name, type or catalog number, such designation shall establish standards of quality and style desired. Any reasonable request for substitution will be considered, if in the opinion of the Owner such materials are equal to the material specified and entirely satisfactory for use in the project. The Owner shall be the sole judge of acceptability of substitution.

. 2 By making requests for substitutions, the Contractor:

A. Represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

B. Represents that it will provide the same warranty for the substitution as it would for the product specified;

C. Certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, and waives all claims for additional costs related to the substitution that subsequently become apparent; and

D. Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects. .

.3 When a material, equipment or system is specified by the name of one or more manufacturers, such material, equipment, or system shall form the basis of the Contract. If the Contractor desires to make a substitution, Contractor shall comply with Specification Sections 01 25 13 and 00 43 25.

.4 The Owner shall be entitled to reimbursement from the Contractor for amounts the Owner pays to an engineer or consultant for reviewing the Contractor proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

§ 8.4.5 The use of undocumented workers is not permitted.

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§ 8.4.6 The Contractor shall have the Subcontractor who installs them, correct defects in bases, surfaces, or substrates on which finishing materials are to be applied, construction is to be added, or equipment is to be mounted.

§ 8.4.7 The Contractor shall disclose the existence and extent of any financial interest, whether direct or indirect, he has in subcontractors or material suppliers which he may propose for this project.

§ 8.5 Warranty

§ 8.5.1 The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the contract documents. The warranty provided in this Section shall be in addition to and not in limitation of any other warranty, including, manufacturer or supplier warranties, or remedy required by law or by the Contract Documents, and notwithstanding anything to the contrary contained in the Contract Documents. This warranty commences upon Final Completion. The Contractor shall promptly repair and replace, at the Contractor's sole cost and expense, any materials, equipment, or Work covered by and violating the warranty. All warranty work shall be coordinated with the Owner in order to limit the disruption of operation and completed Project. All such warranty work shall be completed in compliance with the terms and conditions of the Contract Documents.

§ 8.5.2 Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse of Owner or Owner's invitees, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 8.5.3 Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferrable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Owner shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

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§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials. If the Contractor fails to clean-up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor and deducted from the remaining. No on-site burning of trash is allowed.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Engineers, Engineers' consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The provisions of this Section 8.12 shall survive the completion of the Work or termination of the Agreement.

ARTICLE 9 PROJECT MANAGEMENT

§ 9.1 The Owner will provide administration of the Contract as described in the Contract Documents. The Owner will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Owner will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work. Representatives of the Owner and Contractor shall meet periodically at mutually agreed-upon intervals for the purposes of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participation in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationship which may otherwise exist.

§ 9.3 The Owner will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Owner's observations and evaluations of the Contractor's Applications for Payment, the Owner will review and certify the amounts due the Contractor.

§ 9.5 The Owner has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Owner will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Owner will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Owner will be consistent with the intent of, and reasonably inferable from the Contract Documents.

(Paragraph deleted)

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing.

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§ 10.1.1 Changes in the Work may be accomplished by Change Order, Change Directive, or Field Order, all of which the Contractor shall diligently effectuate and carry out.

.1 A Change Order is a written instrument prepared by the Owner and signed by the Owner and the Contractor, stating their agreement upon all of the following: (i) the change of the Work: (ii) the amount of the adjustment, if any, in the Contract Sum; and (iii) the extent of the adjustment, if any, in the Contract Time. No change to the Contract Sum or Contract Time is effective without a written, signed Change Order. The Contractor's sole remedy for any changes is to secure a Change Order.

.2 A Change Directive is a change required by the Owner that does not affect the Contract Time or Contract Sum and will be issued by the Owner in writing to the Contractor.

.3 A Field Order is a minor change or deviation in the Specifications or Drawings and not inconsistent with the Contract that do not affect the Contract Time or Contract Sum and can be made verbally by the Owner and summarized within seven days in writing provided to the Contractor. The Contractor may request that the Owner convert a Field Order to a Change Directive.

§ 10.1.2 Should the Contractor believe a Change Directive requires a Change Order, the Contractor must make a Claim in accordance with the Agreement within 15 days of the Change Directive being issued.

§ 10.1.3 Intentionally Omitted

§ 10.2 The Owner may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

§ 10.4 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based upon the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces at the fee negotiated with the owner of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, five percent (5%) of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-Subcontractor involved, for Work performed by that Subcontractor's or Sub-Subcontractor's own forces, ten percent (10%) of the cost.

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub- Subcontractors, five percent (5%) of the amount due the Sub-Subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 10.1.1.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over $500.00 be approved without such itemization.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract. Extensions of time will not be granted for delays caused by inadequate construction force, the failure of the Contractor to place orders for equipment or materials sufficiently in advance to ensure delivery when needed, or the failure of Contractor to protect properly the site from inclement weather.

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§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment. If the Contractor is delayed at any time in progress of the work by an act or neglect of the Owner or its employee(s), or of a separate Contractor employed by the Owner, or by changes ordered in the work that affect the "critical path" of the work, or by labor disputes, fire, unavoidable casualties, or other causes beyond the Contractor's control, except as defined in Articles 3 and 15, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as Owner may determine. Extended overhead, profit, and other indirect costs related to the extension of the contract time will not be allowed.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing. The form of Application for Payment duly notarized shall be a current authorized edition of AIA Document G702-1992 Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703-1992, Continuation Sheet.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.2.3 In Applications for Payment, the amount represented as total completed and stored to date shall reflect the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work, and materials and equipment suitably stored in accordance with Subparagraph 4.2 and not exceed the Contract Sum less the value of incomplete work and corrections required. This total completed and stored to date shall not be construed to define completion as determined for Substantial Completion or final completion of the Work according to 12.5 or 12.6.

§ 12.2.4 Applications for Payment shall indicate retainage withheld from the total completed and stored to date as follows: Five percent (5%) until acceptance of a Certificate of Substantial Completion, and thereafter two percent (2%) until final payment. The resulting amount shall be indicated as the total earned less retainage. Applications that reduce retainage shall be accompanied by Consent of Surety.

§ 12.2.5 Applications for Payment shall indicate the total earned less retainage, and the aggregate of previous payments made subtracted therefrom, and an amount requested.

§ 12.3 Certificates for Payment

§ 12.3.1 The Owner will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Owner determines is properly due, and notify the Contractor and Owner in writing of the Owner's reasons for withholding certification in part; or (3)

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withhold certification of the entire Application for Payment, and notify the Contractor of the Owner's reason for withholding certification in whole. If certification or notification is not made within such seven-day period, the Contractor may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.3.2 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor and the Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount for which the Owner is able to make such representations. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions, because of, but not limited to:

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

.7 persistent failure to carry out the Work in accordance with the Contract Documents or unsatisfactory execution of the Work;

.8 failure of the Contractor to comply with applicable Codes, Laws, or Regulations;

.9 failure to update as-built drawings or provide construction photographs with the Application for Payment as required by the Contract Documents. (If these documents/items are not provided for actual work performed for a period of work covered by an Application for Payment and cannot be accurately provided due to passage of time, the Owner may deduct a reasonable amount from the Agreement sum to reflect work not performed that cannot be recovered due to progress of work.)

.10 failure to update the CPM schedule concurrent with the request for payment; or

.11 Any other reasonable basis to withhold certification.

§ 12.3.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall have no liability whatsoever for
interest or other charges resulting from withholding of payment for any reason stated in this Article.

§ 12.3.5 If any claim or lien is made or filed with or against the Owner, the Project or the Premises by any person claiming that the Contractor or any Subcontractor or other person under it has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, the Owner might become liable and which is chargeable to the Contractor, or if the Contractor or any Subcontractor or other person under it causes damage to the Work or to any other work on the Project, or if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, the Owner shall withhold certification, and the Owner shall have the right to retain from any payment then due or thereafter to become due an amount which the Owner shall deem sufficient to:

.1 satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgement which may be recovered thereon,

.2 make good any such nonpayment, damage, failure or default, and

.3 compensate the Owner for and indemnify it against any and all losses, liability, damages, costs and expenses, including reasonable attorneys' fees and disbursements, which may be sustained or incurred by the Owner in connection therewith. The Owner shall have the right to apply and charge against the Contractor so much of the amount retained as may be required for the foregoing purposes. If such amount is insufficient therefore, the Contractor shall be liable for the difference and pay the same to the Owner.

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§ 12.4 Progress Payments

§ 12.4.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 The Owner shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.4.5 The Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall reflect such payment on the next Certificate for Payment.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficient complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use and when all required occupancy permits have been issued such as, but not limited to, Local Building Occupancy Permits, and copies of same have been delivered to the Owner. In order to occupy or utilize the Work for its intended use, Owner must have received complete Project Data, Operating and Maintenance Data, orientation and training, as may be required by the specifications. The work will not be considered ready for Substantial Completion if any of the following conditions exist:

.1 Excessive punch list work remains to be completed that would prevent or interfere with the occupancy and intended use of the facility in the Owner's reasonable judgment;

.2 Incomplete or defective work remains which would prevent or interfere with the occupancy and intended use of the facility;

.3 The building mechanical systems have not been tested, balanced, and accepted as being fully complete;

.4 The building electrical and life safety systems have not been tested and accepted as being fully complete;

.5 The building commissioning process is not complete;

.6 Final clean-up is not complete to support the occupancy and intended use of the facility other than clean-up associated with punch list items;

.7 Final Inspections, approvals, and temporary or final Certificates of Occupancy by regulatory officials are not received and complete;

.8 Successful compliant testing of all data cabling (copper, fiber or other) and labeling of all data ports is incomplete; or

.9 Any other basis for the Owner's reasonable determination that Substantial Completion has not been achieved.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Owner and the Owner will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete, the Owner shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.5.3 Upon receipt of the Certificate of Substantial Completion, Contractor may submit a final Application for Payment that includes the retainage withheld from prior Applications pursuant to Section 4.1.

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§ 12.5.4 Unless the project has phased Substantial Completion dates, the Owner will make only one such inspection to determine Substantial Completion. If this inspection determines that the work is not substantially complete, either because of major items not completed or an excessive number of punch list items, successive inspections requested by the Contractor shall be charged to the Contractor at a rate of $1,000.00 per person per day plus expenses. The costs of these re-inspections shall be added to the contract by change order.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, claims, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 12.6.4 Unless the project has phased Final Completion dates, The Owner will make only one such inspection to determine Final Completion. If this inspection determines that the work is not finally complete, successive inspections requested by the Contractor shall be charged to the Contractor at a rate of $1,000.00 per person per day plus expenses. The costs of these re-inspections shall be added to the contract by change order.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

§ 13.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

§ 13.2 The Contractor is responsible for compliance with any requirements included in the Contract Documents and all applicable laws, rules, and regulations regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. The Contractor shall provide the Owner with notice of all hazardous substances as regulated by the Comprehensive Environmental and Liability Act as amended and/or regulated under any other applicable law which the Contractor brings on to the site.

§ 13.3 When the storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

§ 13.4 Protect owners, persons, building components not to be demolished or modified, and building grounds from damage of any sort. Furnish necessary equipment to provide this protection during the life of the contract. Construct and maintain necessary temporary drainage to keep excavations free of water.

§ 13.5 Provide protection for the stored materials against wind, storms, cold or heat. At the end of each day's work, cover new work or stored items likely to be damaged.

§ 13.6 Provide shoring and bracing required for safety and for the proper execution of the work and have same removed when the work is completed.

§ 13.7 Protect, maintain and restore any bench marks, monuments, etc. affected by this work. If bench marks or monuments are displaced or destroyed, points shall be re-established and markers reset under the supervision of a licensed surveyor, who shall furnish certificates of his work.

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ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents. This provision does not relieve the Contractor from conforming to the requirements of the Contract Documents or correcting items not compliant with the Contract Documents per applicable laws, statutes, or any regulations, whether they are observable, concealed, or in any other condition or status, nor does this provision in any way limit any warranties, service contractors, or similar agreements with third party service, equipment, or materials providers.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other. In addition, the Contractor may not assign its responsibilities, duties, obligations, and rights under this Agreement, without the express written consent of the Owner. This does not prevent the Contractor from engaging subcontractors to perform various phases of the Project, but the Contractor shall be fully responsible to the Owner for the work, actions, and omissions of all such subcontractors. No person or entity shall be deemed to be a third-party beneficiary of any provisions of the Contract, nor shall any provisions thereof be interpreted to create a right of action or otherwise permit anyone not a signatory party to the Contract to maintain an action for personal injury or property damage.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Owner shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents, including specifically Section 15.2.4, or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Owner requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.2.4 In addition to any test, inspections, and approvals by applicable law or elsewhere in the Contract Documents, Owner shall arrange and bear the costs for the following tests:

1. Building pad and parking lot subgrade proof-roll test
2. Concrete testing
3. Structural Steel Visual Inspection of Bolts and Connections

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 15.4 Venue

Exclusive venue for any dispute arising from this Agreement or relating to this Project shall be in the Circuit or Chancery Courts of Rutherford County, Tennessee.

§ 15.5 Attorneys' Fees

If either party is required to bring an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party.

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§ 15.6 No Mandatory Arbitration
Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 15.7 Subject to Applicable Law; Severability
This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Tennessee or of the United States shall not affect the validity of the remainder of this Agreement.

§ 15.8 No Waiver; Cumulative Duties and Remedies
No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded under the Contract Documents, nor shall any such action or failure to act constitute any approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing. The duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or equity.

§ 15.9 Theft-Deterrence Program
The Contractor shall institute a theft-deterrence program designed to restrict construction worker access to properties of the Owner that are currently in use, to maintain supervision of the Contractor's and the Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from the Contractor's forces or the Contractor's subcontractor's forces, as charged and determined by the local authorities having jurisdiction.

§ 15.10 No Construction Against Maker of Modifications
As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 15.11 Independent Contractors
The parties agree that the contractual relationship of the Contractor to the Owner is one solely of an independent contractor in all respects and that the Contract Documents do not in any way create a partnership, joint venture, or any other relationship between the parties other than the contractual relationship as specified in the Contract.

§ 15.12 Binding on Successors and Assigns
This Agreement in its entirety shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators, or assigns.

§ 15.13 Execution
The Contract Documents may be executed in any number of counterparts, all of which taken together shall constitute one and the same Agreement. Any signature of or pursuant to the Contract Documents shall be considered for all purposes an original signature and of the same legal effect as an original, provided that at the request of a party any signature sent by facsimile shall subsequently be confirmed by an original re-execution.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor
If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause
§ 16.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** is otherwise guilty of substantial breach of a provision of the Contract Documents.

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§ 16.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

.1 take possession of the site and of all materials thereon owned by the Contractor, and

.2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

§ 16.3.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. In such case, the Owner will provide the Contractor seven days written notice of intent to terminate. Upon receipt of such notice, the Contractor shall take immediate action to mitigate any damage or additional expense. The Contractor shall be entitled to receive payment for Work executed.

§ 16.3.2 The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by the Owner for the performance of this Contract. If sufficient appropriations and authorizations are not made by the Owner, this Contract shall terminate, without penalty or expense to the Owner of any kind whatsoever, upon written notice being given by the Owner to the Contractor. Upon receipt of such notice, the Contractor shall take immediate action to mitigate any damage or additional expense. The Contractor shall be entitled to receive payment for Work executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

§ 17.1 Claims and Disputes

§ 17.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and the Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 17.1.2 Notice of Claims.

.1 Claims by either the Owner or the Contractor must be initiated by written notice to the other party. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

.2 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a contractor default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 17.1.3 Continuing Contract Performance. Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 17.1.4 Claims

.1 **For Additional Cost.** If the Contractor makes a Claim for an increase in the Contract Sum, written notice to the Owner shall be given before proceeding to execute the Work if practical or within 15 days of any Change Directive. Prior notice is not required for Claims relating to an emergency endangering life or property.

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.2 **For Additional Time.** If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice to the Owner shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions that were clearly abnormal for the period of time such that they could not have been reasonably anticipated and clearly had an adverse effect on the scheduled construction.

A. Claims for increase in the Contract Time shall set forth, in detail the circumstances that form the basis for the Claim, the date upon which the cause of the delay began to affect the progress of the Work, the date upon which the cause of delay ceased to affect the progress of the Work, and the number of days increased in the Contract Time claimed as a consequence of each cause of delay.

B. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all of the activities affected by the circumstances forming the basis of the claim. The Contractor shall not be entitled to a separate increase of the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the work, or for concurrent delays due to the fault of the Contractor.

§ 17.1.5 Initial Decision on Claims Made by Contractor

.1 The Owner will make an initial decision on all claims submitted by the Contractor. An initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Owner with no decision having been rendered.

.2 The Owner will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (i) request additional supporting data from the claimant or a response with supporting data from the other party, (ii) reject the Claim in whole or in part, (iii) approve the Claim, (iv) suggest a compromise, or (v) advise the Contractor that the Owner is unable to resolve the Claim because the Owner lacks sufficient information to evaluate the merits of the Claim.

.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist Owner in rendering a decision.

.4 The Owner will render an initial decision approving or rejecting the Claim or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (i) be in writing: (ii) state the reasons therefor: and (iii) notify the Contractor of any recommended Change Order.

§ 17.1.6 Mediation.

.1 Claims, disputes, or other matters in controversy arising out of or related to the contract not resolved by the Initial Decision-Making process, nor waived under this Contract, shall be subject to mediation as a condition precedent to binding dispute resolution.

.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

.4 Exceptions:

A. Neither the Owner nor Contractor are not be required to mediate any third-party claim, cross-claim, counter claim, or other claim or defenses in any action that is commenced by a third-party who is not obligated by contract to arbitrate disputes with the Owner and Contractor.

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B. The Owner or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice (but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Tennessee law), without the first requesting mediation.

C. This section 17.1.6 does not apply to, and may not be construed to require mediation of, any claims, actions or other process undertaken, filed, or issued by the City of Murfreesboro Building and Codes Department, Planning Department, Police Department, Fire Department, or any other agency of the Owner (the City) acting in its governmental permitting, for the benefit of public health, safety, and welfare, or other regulatory capacity.

§ 17.1.7 Binding Dispute Resolution. For any Claim subject to, but not resolved by, mediation per this agreement, the method of binding dispute resolution shall be litigated only in a Rutherford County court of competent jurisdiction.

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

DocuSigned by:
Tim Rice
CBC59E812071479...

OWNER *(Signature)*
Shane McFarland, Mayor
(Printed name and title)

CONTRACTOR *(Signature)*
Tim Rice Owner
(Printed name and title)
LICENSE NO.:
JURISDICTION:

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker
43A2035E51F9401...
Adam F. Tucker, City Attorney

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PAGE 1

AGREEMENT made as of the ___ day of _____ in the year 2025

...

City of Murfreesboro, Tennessee, a Tennessee municipal corporation
111 West Vine Street
Murfreesboro, TN 37130

...

Rice Construction Co. LLC, a Tennessee limited liability company
2327 Gravett Street
Murfreesboro, TN 37129

...

Installation of a New Monument Sign
Murfreesboro Airport
1930 Memorial Blvd, Murfreesboro, TN 37129

...

Johnson + Bailey Architects P.C.
100 East Vine Street
City Center Suite 700
Murfreesboro, TN 37130
J+B No. 2407

PAGE 2

9 ~~**ARCHITECT**~~**OWNER**

...

.2 the drawings and specifications prepared by the ~~Architect, dated ,~~ Engineers, dated as set forth below, and enumerated as follows:

...

Project No. 2407	New Monument Sign Murfreesboro Airport	8/20/25

...

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	New Monument Sign at Murfreesboro Airport dated August 20, 2025	1-20

.3 addenda prepared by the ~~Architect~~ Engineers as follows:

PAGE 3

No. 1	October 7, 2025	4

...

1. Exhibit A – Supplemental Conditions
2. Exhibit B – Insurance Requirements
3. Exhibit C – Non-Collusion Affidavit
4. Exhibit D – Drug Free Workplace Affidavit
5. Exhibit E – Iran Divestment Act Affidavit
6. Exhibit F – Performance Bond- waived pursuant to Section 5.6.1
7. Exhibit G – Payment Bond waived pursuant to Section 5.6.1
8. Exhibit H – Specifications
9. Exhibit I – Invitation to Bid
10. Exhibit J – Contractor's Bid Response

In the event of a conflict between the terms of this Agreement and those of either Exhibit A or Exhibit B, the exhibit's terms shall take precedence.

...

~~Unless otherwise set forth below, the~~
The date of commencement shall be the date ~~of this Agreement.~~
~~*(Insert the date of commencement if other than the date of this Agreement.)*~~

on which the Owner issues the Notice to Proceed.

...

[X] Not later than one hundred twenty (120) calendar days from the date of ~~commencement.~~Contractor accepts the pre-engineered building on the Project site..

...

~~($)~~Seventy-Nine Thousand, Nine Hundred Dollars and No Cents ($79,900.00), as reflected in greater detail in Exhibit J.

...

N/A	N/A

PAGE 4

N/A

...

N/A	N/A

...

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§3.6 The Contractor shall pay all taxes, levies, duties, and assessments of any nature, that are applicable to any Work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. The Contractor shall make any and all payroll deductions required by law. The Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

§ 4.1 Based on Contractor's Applications for Payment certified by the ~~Architect,~~ Owner, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

...

any undisputed amount not later than thirty (30) days after the Owner receives the Contractor's Application, provided, however, the Owner may withhold five percent (5%) of any undisputed amount as retainage

...

3.0 % per annum

...

§ 5.1 The Contractor shall ~~maintain~~ maintain, at its own expense, the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this ~~Section 5.1:~~Section 5.1 and Exhibit B:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than Two Million Dollars ($ $2,000,000.00) each occurrence, Two Million Dollars ($ $2,000,000.00) general aggregate, and Two Million Dollars ($ $2,000,000.00) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars ($ $1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.5 Employers' Liability with policy limits not less than One Million Dollars ($ $1,000,000.00) each accident, One Million Dollars ($ 1,000,000) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

...

Umbrella/Excess	Three Million Dollars ($3,000,000.00)

§ 5.2 ~~The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.~~Omitted intentionally: Section 5.2 has been removed in its entirety because the City's insurance program will not provide property insurance coverage for this Work during construction. Upon project completion, the City's property insurance will provide coverage for the signage, but not during construction.

...

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages. All insurance required of Contractor under this Article 5 and Exhibit B shall be primary for the Work until the expiration of the period for correction of Work as set forth in Section 14.2.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the ~~Architect, Architect's~~ Engineer, Engineer's consultants, and any of their agents and employees, for damages

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caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

§ 5.6 Payment and Performance Bonds.

§ 5.6.1 Unless waived by the Owner in the event of a Contract Sum less than $100,000, the Contractor shall secure performance and payment bonds for 100% of the Contract Sum on a form acceptable to the Owner covering the faithful performance and completion of the Agreement and the payment of all obligations arising there under. Bonds shall be issued by a surety licensed in the State of Tennessee and satisfactory to the Owner.

§ 5.6.2 The Contractor must provide evidence of Bonds prior to the beginning of work. If the Performance and Payment Bonds are not furnished within 30 days of Notice of Award, the Contractor Bid Bond may be forfeited, and the Contract may be awarded to an alternate contractor.

§ 5.6.3 The Owner will require the Contractor to increase the Performance and Payment Bonds to accommodate Change Orders that individually or cumulatively exceed 10% of the original Contract Sum. The Contractor shall furnish to the Owner and keep in force during the term of the Contract, performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and materials furnished for the Work.

PAGE 6

§ 6.2.1 Specifications may describe types and quantities of materials, equipment, and other items of the Work and methods of installation that cannot be easily shown on the Drawings. It is not intended that the Specifications will mention every item of Work that can be adequately shown on the Drawings nor is it intended that the Drawings will show all items of Work adequately described or required by the Specifications, even if it is the case that such Work could have been shown thereon. The Contract Documents are complimentary, and what is required by, or reasonably inferable, by one shall be as binding as if required by all. In the event of conflicts or discrepancies among the Contract Documents, this Agreement will take precedent over the Specifications and Drawings.

§ 6.2.2 Prior to the inspections for Substantial Completion and Final Completion, as applicable, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site: clean and polish all floors: clean and polish all hardware; and repair all Work damaged during cleaning.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In the event there are conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. Amendments or Change Orders, with those of later date having precedence over those of earlier date
2. The Agreement
3. Exhibits and Addenda, with those of later date having precedence over those of earlier date.
4. Drawings and Specifications
5. In the case of any conflicts or discrepancies between Drawings and Specifications or within or among the Contract Documents and not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation.

§ 6.4 ~~Ownership and Use of Architect's Drawings, Specifications and Other Documents~~Ownership and Use of Engineers' Drawings, Specifications and Other Documents

Documents prepared by the ~~Architect~~ Engineers are instruments of the ~~Architect's~~ Engineers' service for use solely with respect to this Project. The ~~Architect~~ Engineers shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the ~~Architect.~~Engineers.

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...

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To Owner:	To Contractor:
Darren W. Gore, City Manager dgore@murfreesborotn.gov with copies to: • Chad Gehrke, Airport Director cgehrke@murfreesborotn.gov • Scott Elliott, Manager of Project Development selliott@murfreesborotn.gov	Tim Rice, Owner riceconstruction@gmail.com

Any notice sent via email shall be sent requesting a delivery receipt for the message. If the party sending the notice does not receive a delivery receipt within 24 hours, the party shall send notice via Certified U.S. Mail, private courier, or hand delivery to the other party.

§ 6.5 Non-Discrimination. It is the policy of the Owner not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, the Contractor certifies and warrants it will comply with this policy.

PAGE 7

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges. If the Contractor's bid includes fees that the Owner has paid, or is required to pay directly, or that the Owner may waive, the Contractor shall, at the Owner's option, either pay these fees as a part of their bid or deduct fees from Contract Sum as a deductive change order.

...

If the Contractor fails to correct Work which is not in accordance with the Contract Documents or is in default of its material obligations under the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is ~~made.~~made or default is cured, for which there will be no Change Order extending the Contract Time or the Contract Sum.

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the ~~Architect~~ Owner may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by ~~the Architect.~~the Owner. In addition, if payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner immediately upon the Owner's written demand.

PAGE 8

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the ~~Architect.~~Owner. Reports of errors, inconsistencies, or omissions must be made in writing and copies provided directly to the Owner.

§ 8.1.3 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which

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representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

.1 That the Contractor is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

.2 That the Contractor is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

.3 That the Contractor is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental authorities having jurisdiction over it, the Work, or the site of the Project; and

.4 That the execution of the Contract and its performance thereof are within the duly-authorized powers of the Contractor and the signatory on behalf of the Contractor.

§ 8.1.4 Contractor shall be responsible for ascertaining correct dimensions, and Contractor is not to ascertain dimensions simply by scaling drawings unless directed to do so by the Owner or Project Engineer. In case of any discrepancy between Drawings and Specifications, Contractor shall consult the Project Engineer promptly for an interpretation before proceeding with the Work.

...

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's ~~and Architect's~~ information a Contractor's construction schedule for the Work. Contractor must maintain an updated project schedule and if milestones are negatively impacted, Contractor must, prior to submission of the next application for payment, provide Owner with a specific plan to return the project to the project schedule.

...

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the ~~Owner, through the Architect,~~ Owner the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner ~~or Architect~~ have made a timely and reasonable objection.

§ 8.3.3 Layout new construction lines and verify slab slope and conditions. If discrepancies between actual lines and elevations and those indicated on plans exist, notify Project Engineer and Owner and obtain a decision before starting work.

§ 8.3.4 The Contractor shall establish and maintain reference points required for the work. Contractor shall lay out on the rough floor the exact locations of partitions, openings, etc. as a guide to all trades. Contractor shall verify elevations, lines, levels, and dimensions indicated on the drawings before commencing work.

§ 8.3.5 The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees, and all other persons performing any of the Work under a contract with the Contractor.

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§ 8.4.3 Contractor agrees to keep the Project free and clear from all mechanic's liens, materialmen liens, and other liens. The Contractor shall discharge any such lien immediately but in no event more than 30 days after filing of such a lien. In the event such lien is not released or discharged within such 30 days period, the Owner shall have the right to pay all sums necessary to discharge such liens and the Owner shall have the right to deduct such amounts from any amounts due hereunder or demand immediate payment from the Contractor. In the event of any such deduction, the Contract Sum due under the Contract Documents automatically shall be reduced by the amount of such payment without the need for any Change Order. In no instance shall this provision affect any limitation or restriction imposed by law or regulation on the placement or enforcement of liens.

§ 8.4.4 Substitutions:

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.1 Where materials, equipment, apparatus, or other products are specified by manufacturer, brand name, type or catalog number, such designation shall establish standards of quality and style desired. Any reasonable request for substitution will be considered, if in the opinion of the Owner such materials are equal to the material specified and entirely satisfactory for use in the project. The Owner shall be the sole judge of acceptability of substitution.

. 2 By making requests for substitutions, the Contractor:

A. Represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

B. Represents that it will provide the same warranty for the substitution as it would for the product specified;

C. Certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, and waives all claims for additional costs related to the substitution that subsequently become apparent; and

D. Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects. .

.3 When a material, equipment or system is specified by the name of one or more manufacturers, such material, equipment, or system shall form the basis of the Contract. If the Contractor desires to make a substitution, Contractor shall comply with Specification Sections 01 25 13 and 00 43 25.

.4 The Owner shall be entitled to reimbursement from the Contractor for amounts the Owner pays to an engineer or consultant for reviewing the Contractor proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

§ 8.4.5 The use of undocumented workers is not permitted.

§ 8.4.6 The Contractor shall have the Subcontractor who installs them, correct defects in bases, surfaces, or substrates on which finishing materials are to be applied, construction is to be added, or equipment is to be mounted.

§ 8.4.7 The Contractor shall disclose the existence and extent of any financial interest, whether direct or indirect, he has in subcontractors or material suppliers which he may propose for this project.

~~The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.~~**§ 8.5.1** The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the contract documents. The warranty provided in this Section shall be in addition to and not in limitation of any other warranty, including, manufacturer or supplier warranties, or remedy required by law or by the Contract Documents, and notwithstanding anything to the contrary contained in the Contract Documents. This warranty commences upon Final Completion. The Contractor shall promptly repair and replace, at the Contractor's sole cost and expense, any materials, equipment, or Work covered by and violating the warranty. All warranty work shall be coordinated with the Owner in order to limit the disruption of operation and completed Project. All such warranty work shall be completed in compliance with the terms and conditions of the Contract Documents.

§ 8.5.2 Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse of Owner or Owner's invitees, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 8.5.3 Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferrable to the Owner, and shall commence in accordance with Section 12.5.

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§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the ~~Architect~~ Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

...

The Contractor shall promptly review, approve in writing, and submit to the ~~Architect~~ Owner shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

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The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials. If the Contractor fails to clean-up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor and deducted from the remaining. No on-site burning of trash is allowed.

...

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, ~~Architect, Architect's~~ Engineers, Engineers' consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The provisions of this Section 8.12 shall survive the completion of the Work or termination of the Agreement.

~~ARTICLE 9 ARCHITECT~~
ARTICLE 9 PROJECT MANAGEMENT

§ 9.1 The ~~Architect~~ Owner will provide administration of the Contract as described in the Contract Documents. The ~~Architect~~ Owner will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The ~~Architect~~ Owner will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work. Representatives of the Owner and Contractor shall meet periodically at mutually agreed-upon intervals for the purposes of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participation in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationship which may otherwise exist.

§ 9.3 The ~~Architect~~ Owner will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The ~~Architect~~ Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the ~~Architect's~~ Owner's observations and evaluations of the Contractor's Applications for Payment, the ~~Architect~~ Owner will review and certify the amounts due the Contractor.

§ 9.5 The ~~Architect~~ Owner has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The ~~Architect~~ Owner will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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§ 9.7 On written request from either the Owner or Contractor, the ~~Architect~~ Owner will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the ~~Architect~~ Owner will be consistent with the intent of, and reasonably inferable from the Contract ~~Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.~~Documents.

~~§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.~~

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. ~~If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.~~

§ 10.1.1 Changes in the Work may be accomplished by Change Order, Change Directive, or Field Order, all of which the Contractor shall diligently effectuate and carry out.

.1 A Change Order is a written instrument prepared by the Owner and signed by the Owner and the Contractor, stating their agreement upon all of the following: (i) the change of the Work: (ii) the amount of the adjustment, if any, in the Contract Sum; and (iii) the extent of the adjustment, if any, in the Contract Time. No change to the Contract Sum or Contract Time is effective without a written, signed Change Order. The Contractor's sole remedy for any changes is to secure a Change Order.

.2 A Change Directive is a change required by the Owner that does not affect the Contract Time or Contract Sum and will be issued by the Owner in writing to the Contractor.

.3 A Field Order is a minor change or deviation in the Specifications or Drawings and not inconsistent with the Contract that do not affect the Contract Time or Contract Sum and can be made verbally by the Owner and summarized within seven days in writing provided to the Contractor. The Contractor may request that the Owner convert a Field Order to a Change Directive.

§ 10.1.2 Should the Contractor believe a Change Directive requires a Change Order, the Contractor must make a Claim in accordance with the Agreement within 15 days of the Change Directive being issued.

§ 10.1.3 Intentionally Omitted

§ 10.2 The ~~Architect~~ Owner may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

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§ 10.4 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based upon the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces at the fee negotiated with the owner of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, five percent (5%) of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-Subcontractor involved, for Work performed by that Subcontractor's or Sub-Subcontractor's own forces, ten percent (10%) of the cost.

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub- Subcontractors, five percent (5%) of the amount due the Sub-Subcontractor.

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.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 10.1.1.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over $500.00 be approved without such itemization.

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract. Extensions of time will not be granted for delays caused by inadequate construction force, the failure of the Contractor to place orders for equipment or materials sufficiently in advance to ensure delivery when needed, or the failure of Contractor to protect properly the site from inclement weather.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment. If the Contractor is delayed at any time in progress of the work by an act or neglect of the Owner or its employee(s), or of a separate Contractor employed by the Owner, or by changes ordered in the work that affect the "critical path" of the work, or by labor disputes, fire, unavoidable casualties, or other causes beyond the Contractor's control, except as defined in Articles 3 and 15, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as Owner may determine. Extended overhead, profit, and other indirect costs related to the extension of the contract time will not be allowed.

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§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the ~~Architect~~ Owner an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner ~~or Architect~~ may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing. The form of Application for Payment duly notarized shall be a current authorized edition of AlA Document G702-1992 Application and Certificate for Payment, supported by a current authorized edition of AlA Document G703-1992, Continuation Sheet.

...

§ 12.2.3 In Applications for Payment, the amount represented as total completed and stored to date shall reflect the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work, and materials and equipment suitably stored in accordance with Subparagraph 4.2 and not exceed the Contract Sum less the value of incomplete work and corrections required. This total completed and stored to date shall not be construed to define completion as determined for Substantial Completion or final completion of the Work according to 12.5 or 12.6.

§ 12.2.4 Applications for Payment shall indicate retainage withheld from the total completed and stored to date as follows: Five percent (5%) until acceptance of a Certificate of Substantial Completion, and thereafter two percent (2%) until final payment. The resulting amount shall be indicated as the total earned less retainage. Applications that reduce retainage shall be accompanied by Consent of Surety.

§ 12.2.5 Applications for Payment shall indicate the total earned less retainage, and the aggregate of previous payments made subtracted therefrom, and an amount requested.

~~The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for~~

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~~withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.~~**§ 12.3.1** The Owner will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Owner determines is properly due, and notify the Contractor and Owner in writing of the Owner's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor of the Owner's reason for withholding certification in whole. If certification or notification is not made within such seven-day period, the Contractor may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.3.2 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor and the Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount for which the Owner is able to make such representations. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions, because of, but not limited to:

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

.7 persistent failure to carry out the Work in accordance with the Contract Documents or unsatisfactory execution of the Work;

.8 failure of the Contractor to comply with applicable Codes, Laws, or Regulations;

.9 failure to update as-built drawings or provide construction photographs with the Application for Payment as required by the Contract Documents. (If these documents/items are not provided for actual work performed for a period of work covered by an Application for Payment and cannot be accurately provided due to passage of time, the Owner may deduct a reasonable amount from the Agreement sum to reflect work not performed that cannot be recovered due to progress of work.)

.10 failure to update the CPM schedule concurrent with the request for payment; or

.11 Any other reasonable basis to withhold certification.

§ 12.3.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall have no liability whatsoever for interest or other charges resulting from withholding of payment for any reason stated in this Article.

§ 12.3.5 If any claim or lien is made or filed with or against the Owner, the Project or the Premises by any person claiming that the Contractor or any Subcontractor or other person under it has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, the Owner might become liable and which is chargeable to the Contractor, or if the Contractor or any Subcontractor or other person under it causes damage to the Work or to any other work on the Project, or if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, the Owner shall withhold certification, and the Owner shall have the right to retain from any payment then due or thereafter to become due an amount which the Owner shall deem sufficient to:

.1 satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgement which may be recovered thereon,

.2 make good any such nonpayment, damage, failure or default, and

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.3 compensate the Owner for and indemnify it against any and all losses, liability, damages, costs and expenses, including reasonable attorneys' fees and disbursements, which may be sustained or incurred by the Owner in connection therewith. The Owner shall have the right to apply and charge against the Contractor so much of the amount retained as may be required for the foregoing purposes. If such amount is insufficient therefore, the Contractor shall be liable for the difference and pay the same to the Owner.

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§ 12.4.1 After the ~~Architect~~ Owner has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

...

§ 12.4.3 ~~Neither the Owner nor the Architect~~ The Owner shall have responsibility for payments to a subcontractor or supplier.

...

§ 12.4.5 The Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall reflect such payment on the next Certificate for Payment.

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is ~~sufficiently~~ sufficient complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use and when all required occupancy permits have been issued such as, but not limited to, Local Building Occupancy Permits, and copies of same have been delivered to the Owner. In order to occupy or utilize the Work for its ~~intended use.~~intended use, Owner must have received complete Project Data, Operating and Maintenance Data, orientation and training, as may be required by the specifications. The work will not be considered ready for Substantial Completion if any of the following conditions exist:

.1 Excessive punch list work remains to be completed that would prevent or interfere with the occupancy and intended use of the facility in the Owner's reasonable judgment;

.2 Incomplete or defective work remains which would prevent or interfere with the occupancy and intended use of the facility;

.3 The building mechanical systems have not been tested, balanced, and accepted as being fully complete;

.4 The building electrical and life safety systems have not been tested and accepted as being fully complete;

.5 The building commissioning process is not complete;

.6 Final clean-up is not complete to support the occupancy and intended use of the facility other than clean-up associated with punch list items;

.7 Final Inspections, approvals, and temporary or final Certificates of Occupancy by regulatory officials are not received and complete;

.8 Successful compliant testing of all data cabling (copper, fiber or other) and labeling of all data ports is incomplete; or

.9 Any other basis for the Owner's reasonable determination that Substantial Completion has not been achieved.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the ~~Architect~~ Owner and the ~~Architect~~ Owner will make an inspection to determine whether the Work is substantially complete. When the ~~Architect~~ Owner determines that the Work is substantially complete, the ~~Architect~~ Owner shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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§ 12.5.3 Upon receipt of the Certificate of Substantial Completion, Contractor may submit a final Application for Payment that includes the retainage withheld from prior Applications pursuant to Section 4.1.

§ 12.5.4 Unless the project has phased Substantial Completion dates, the Owner will make only one such inspection to determine Substantial Completion. If this inspection determines that the work is not substantially complete, either because of major items not completed or an excessive number of punch list items, successive inspections requested by the Contractor shall be charged to the Contractor at a rate of $1,000.00 per person per day plus expenses. The costs of these re-inspections shall be added to the contract by change order.

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§ 12.6.1 Upon receipt of a final Application for Payment, the ~~Architect~~ Owner will inspect the Work. When the ~~Architect~~ Owner finds the Work acceptable and the Contract fully performed, the ~~Architect~~ Owner will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the ~~Architect~~ Owner releases and waivers of liens, claims, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

...

§ 12.6.4 Unless the project has phased Final Completion dates, The Owner will make only one such inspection to determine Final Completion. If this inspection determines that the work is not finally complete, successive inspections requested by the Contractor shall be charged to the Contractor at a rate of $1,000.00 per person per day plus expenses. The costs of these re-inspections shall be added to the contract by change order.

~~The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.~~§ 13.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

§ 13.2 The Contractor is responsible for compliance with any requirements included in the Contract Documents and all applicable laws, rules, and regulations regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. The Contractor shall provide the Owner with notice of all hazardous substances as regulated by the Comprehensive Environmental and Liability Act as amended and/or regulated under any other applicable law which the Contractor brings on to the site.

§ 13.3 When the storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

§ 13.4 Protect owners, persons, building components not to be demolished or modified, and building grounds from damage of any sort. Furnish necessary equipment to provide this protection during the life of the contract. Construct and maintain necessary temporary drainage to keep excavations free of water.

§ 13.5 Provide protection for the stored materials against wind, storms, cold or heat. At the end of each day's work, cover new work or stored items likely to be damaged.

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§ 13.6 Provide shoring and bracing required for safety and for the proper execution of the work and have same removed when the work is completed.

§ 13.7 Protect, maintain and restore any bench marks, monuments, etc. affected by this work. If bench marks or monuments are displaced or destroyed, points shall be re-established and markers reset under the supervision of a licensed surveyor, who shall furnish certificates of his work.

§ 14.1 The Contractor shall promptly correct Work rejected by the ~~Architect~~ Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents. This provision does not relieve the Contractor from conforming to the requirements of the Contract Documents or correcting items not compliant with the Contract Documents per applicable laws, statutes, or any regulations, whether they are observable, concealed, or in any other condition or status, nor does this provision in any way limit any warranties, service contractors, or similar agreements with third party service, equipment, or materials providers.

...

Neither party to the Contract shall assign the Contract as a whole without written consent of the other. In addition, the Contractor may not assign its responsibilities, duties, obligations, and rights under this Agreement, without the express written consent of the Owner. This does not prevent the Contractor from engaging subcontractors to perform various phases of the Project, but the Contractor shall be fully responsible to the Owner for the work, actions, and omissions of all such subcontractors. No person or entity shall be deemed to be a third-party beneficiary of any provisions of the Contract, nor shall any provisions thereof be interpreted to create a right of action or otherwise permit anyone not a signatory party to the Contract to maintain an action for personal injury or property damage.

...

§ 15.2.1 At the appropriate times, the ~~Contractor~~ Owner shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract ~~Documents~~ Documents, including specifically Section 15.2.4, or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the ~~Architect~~ Owner requires additional testing, the Contractor shall perform those tests.

...

§ 15.2.4 In addition to any test, inspections, and approvals by applicable law or elsewhere in the Contract Documents, Owner shall arrange and bear the costs for the following tests:

1. Building pad and parking lot subgrade proof-roll test
2. Concrete testing
3. Structural Steel Visual Inspection of Bolts and Connections

...

§ 15.4 Venue

Exclusive venue for any dispute arising from this Agreement or relating to this Project shall be in the Circuit or Chancery Courts of Rutherford County, Tennessee.

§ 15.5 Attorneys' Fees

If either party is required to bring an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party.

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§ 15.6 No Mandatory Arbitration
Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 15.7 Subject to Applicable Law; Severability
This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Tennessee or of the United States shall not affect the validity of the remainder of this Agreement.

§ 15.8 No Waiver; Cumulative Duties and Remedies
No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded under the Contract Documents, nor shall any such action or failure to act constitute any approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing. The duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or equity.

§ 15.9 Theft-Deterrence Program
The Contractor shall institute a theft-deterrence program designed to restrict construction worker access to properties of the Owner that are currently in use, to maintain supervision of the Contractor's and the Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from the Contractor's forces or the Contractor's subcontractor's forces, as charged and determined by the local authorities having jurisdiction.

§ 15.10 No Construction Against Maker of Modifications
As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 15.11 Independent Contractors
The parties agree that the contractual relationship of the Contractor to the Owner is one solely of an independent contractor in all respects and that the Contract Documents do not in any way create a partnership, joint venture, or any other relationship between the parties other than the contractual relationship as specified in the Contract.

§ 15.12 Binding on Successors and Assigns
This Agreement in its entirety shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators, or assigns.

§ 15.13 Execution
The Contract Documents may be executed in any number of counterparts, all of which taken together shall constitute one and the same Agreement. Any signature of or pursuant to the Contract Documents shall be considered for all purposes an original signature and of the same legal effect as an original, provided that at the request of a party any signature sent by facsimile shall subsequently be confirmed by an original re-execution.

PAGE 18

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the ~~Owner and Architect,~~ Owner, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

PAGE 19

§ 16.2.2 When any of the above reasons exist, the ~~Owner, after consultation with the Architect,~~ Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

...

~~The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with~~

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~~reasonable overhead and profit on the Work not executed.~~ **§ 16.3.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. In such case, the Owner will provide the Contractor seven days written notice of intent to terminate. Upon receipt of such notice, the Contractor shall take immediate action to mitigate any damage or additional expense. The Contractor shall be entitled to receive payment for Work executed.

§ 16.3.2 The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by the Owner for the performance of this Contract. If sufficient appropriations and authorizations are not made by the Owner, this Contract shall terminate, without penalty or expense to the Owner of any kind whatsoever, upon written notice being given by the Owner to the Contractor. Upon receipt of such notice, the Contractor shall take immediate action to mitigate any damage or additional expense. The Contractor shall be entitled to receive payment for Work executed.

...

§ 17.1 Claims and Disputes

§ 17.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and the Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 17.1.2 Notice of Claims.

.1 Claims by either the Owner or the Contractor must be initiated by written notice to the other party. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

.2 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a contractor default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 17.1.3 Continuing Contract Performance. Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 17.1.4 Claims

.1 **For Additional Cost.** If the Contractor makes a Claim for an increase in the Contract Sum, written notice to the Owner shall be given before proceeding to execute the Work if practical or within 15 days of any Change Directive. Prior notice is not required for Claims relating to an emergency endangering life or property.

.2 **For Additional Time.** If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice to the Owner shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions that were clearly abnormal for the period of time such that they could not have been reasonably anticipated and clearly had an adverse effect on the scheduled construction.

A. Claims for increase in the Contract Time shall set forth, in detail the circumstances that form the basis for the Claim, the date upon which the cause of the delay began to affect the progress of the Work, the date upon which the cause of delay ceased to affect the progress of the Work, and the number of days increased in the Contract Time claimed as a consequence of each cause of delay.

B. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all of the activities affected by the circumstances forming the basis of the claim. The Contractor shall not be entitled to a separate increase of the Contract Time for each one of the number of causes of

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delay which may have concurrent or interrelated effects on the progress of the work, or for concurrent delays due to the fault of the Contractor.

§ 17.1.5 Initial Decision on Claims Made by Contractor

.1 The Owner will make an initial decision on all claims submitted by the Contractor. An initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Owner with no decision having been rendered.

.2 The Owner will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (i) request additional supporting data from the claimant or a response with supporting data from the other party, (ii) reject the Claim in whole or in part, (iii) approve the Claim, (iv) suggest a compromise, or (v) advise the Contractor that the Owner is unable to resolve the Claim because the Owner lacks sufficient information to evaluate the merits of the Claim.

.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist Owner in rendering a decision.

.4 The Owner will render an initial decision approving or rejecting the Claim or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (i) be in writing: (ii) state the reasons therefor: and (iii) notify the Contractor of any recommended Change Order.

§ 17.1.6 Mediation.

.1 Claims, disputes, or other matters in controversy arising out of or related to the contract not resolved by the Initial Decision-Making process, nor waived under this Contract, shall be subject to mediation as a condition precedent to binding dispute resolution.

.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

.4 Exceptions:

A. Neither the Owner nor Contractor are not be required to mediate any third-party claim, cross-claim, counter claim, or other claim or defenses in any action that is commenced by a third-party who is not obligated by contract to arbitrate disputes with the Owner and Contractor.

B. The Owner or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice (but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Tennessee law), without the first requesting mediation.

C. This section 17.1.6 does not apply to, and may not be construed to require mediation of, any claims, actions or other process undertaken, filed, or issued by the City of Murfreesboro Building and Codes Department, Planning Department, Police Department, Fire Department, or any other agency of the Owner (the City) acting in its governmental permitting, for the benefit of public health, safety, and welfare, or other regulatory capacity.

§ 17.1.7 Binding Dispute Resolution. For any Claim subject to, but not resolved by, mediation per this agreement, the method of binding dispute resolution shall be litigated only in a Rutherford County court of competent jurisdiction.

Shane McFarland, Mayor Tim Rice Owner

...

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APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:45:01 on 10/27/2025 under Order No. 20250102975 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2017, Standard Short Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: Murfreesboro Transit Center Final Change Order

Department: Project Development Department

Presented by: Scott Elliott, Manager of Project Development

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider the final balancing change order for the Murfreesboro Transit Center.

Staff Recommendation

Approve the final balancing change order with Rock City Construction Company.

Background Information

The City began construction of the Public Transit Center in October 2023 with Rock City Construction Company. The project included an administration building, a transit pavilion, and a light maintenance building. This new facility will greatly benefit the citizens of Murfreesboro who depend on public transportation, providing the Transportation Department with an efficient space to operate and meet community needs.

Change Order No. 14 modifies the contract amount to remove the remaining balances in the contingency and unused item allowances. A credit of $531,777 will be returned to the City, reducing the final total contract amount to $17,314,065. This change order represents the final contract work for the project.

Council Priorities Served

Expand infrastructure

Constructing a Transit Center will allow for continued improvement and expansion of transit services.

Fiscal Impact

There is a reduction of $531,777 to the original contracted price; resulting in a final contract price of $17,314,065.

Attachments

Murfreesboro Transit Center Final Change Order.

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Change Order

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Murfreesboro Transit Center 324 New Salem Highway Murfreesboro , Tennessee 37129	Contract For: Murfreesboro Transit Center Date:	Change Order Number: 014 Date: 10/10/2025

OWNER: *(name and address)*	ARCHITECT: *(name and address)*	TO CONTRACTOR: *(name and address)*
CITY OF MURFREESBORO 111 WEST VINE STREET MURFREESBORO, Tennessee 37130	HDR, INC. 120 BRENTWOOD COMMONS WAY#525 BRENTWOOD, Tennessee 37027	Bulley & Andrews Rock City, LLC 830 Crescent Centre Drive - Suite 140 Franklin, Tennessee 37067

THE CONTRACT IS CHANGED AS FOLLOWS:

PCO 049 Added HVAC Controls Wiring - ($1,349.64)	$0.00
PCO 050 Allowances Credit to C.O.M.	-$531,777.14

The original Contract Sum was	$ 17,145,843.00
The net change by previously authorized Change Orders	$ 700,000.00
The Contract Sum prior to this Change Order was	$ 17,845,843.00
The Contract Sum will would be changed by this Change Order in the amount of	($531,777.14)
The new Contract Sum including this Change Order will be	$ 17,314,065.86
The Contract Time will by	
The new date Substantial Completion will be	

NOTE: This Change Order does not include adjustment in the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

HDR, INC.	Bulley & Andrews Rock City, LLC	CITY OF MURFREESBORO
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm Name)*
	Joe Hyken Digitally signed by Joe Hyken DN: C=US, E=jhyken@rockcity.com, CN=Joe Hyken Date: 2025.10.15 08:45:58-05'00'	
SIGNATURE	**SIGNATURE**	**SIGNATURE**
	Joe Hyken Project Manager	Shane McFarland, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
	October 15th 2025	
DATE	**DATE**	**DATE**

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Signed by:
APPROVED AS TO FORM
Adam F. Tucker
48A2035E51F9401...
Adam F. Tucker, City Attorney

CHANGE CONTROL FORM NO. 13

Date Issued:	October 23, 2025	**Project:**	Murfreesboro Transit Center
Project No.:	ITB-07-2023	**Contractor:**	Rock City Construction Co LLC

This Document is a: ☐ **Request for Proposal** ☐ **Field Order** ☒ **Work Change Directive** ☐ **Contractor Change Request**

Description of Change *(attach necessary supporting documentation)***: Add PCO 49 and 50. PCO 49 add HVAC Control Wiring in the amount of $1,349.64, leaving a remaining contingency amount of $8,408.79. PCO 50 returns a credit in the amount of $531,77.14 for the unused allowances and remaining contingency.**

Initiated By: ☐ Contractor ☐ Engineer ☒ Owner ☐ Resident Project Representative

Drawing(s) Reference: N/A	**Spec. Reference: N/A**
RFI Reference: N/A	**Date of RFI: N/A**

Attachments: CO # 13

REQUEST FOR PROPOSAL/CHANGE REQUEST

We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:

☐ No Change in Contract Amount is Required
☒ A Change in Contract Amount is Required:
☒ No Change in Contract Time is required
☐ A Change in Contract Time is Required:

WORK CHANGE DIRECTIVE

You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.

FIELD ORDER

This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Engineer immediately and before proceeding with the proposed Work.

AUTHORIZING SIGNATURES

ENGINEER:	**CONTRACTOR:**	**OWNER:**	**RESIDENT PROJECT REPRESENTATIVE:**
_____	_____	_____	_____
_____	_____	_____	_____
(print name)	(print name)	(print name)	(print name)
Date:_____	Date:_____	Date:_____	Date:_____

CHANGE CONTROL LOG

Owner: City of Murfreesboro
Project Name: Murfreesboro Transit Center
Contract No. ITB-07-2023
Arch/Eng: HDR Engineering, Inc.
Contractor: Rock City Construction Co LLC

Original Contract Amount:	$ 17,145,843.00
Adjusted Contract Amount:	$ 17,314,065.86
Contingency Allowance Amount:	$ 700,000.00
Remaining Contingency Allowance Amount:	$ 8,408.79

CCF No.	Brief Description of Change Item	Change Type	Initial By	Status (Approved/ Pending/ Rejected)	Approved By:	Date From/ To Contractor	Date Submitted to Owner	Date Approved/ Rejected by Owner	Contract Time Extension (days)	Add/ Deduct (+/-) from Allowance	Cumulative Add/ Deduct (+/-) from contract	Adjusted Contingency Amount
1	ADD-Owners Contingency Allowance	CO	OWNER	APPROVED	Council	1/9/2024	1/9/2024	1/26/2024	0	$ -	$ 700,000.00	
2	ADD-MTE Fees over Allowance	CCR	CONTRACTOR	APPROVED	Craig Tindall	12/6/2023	12/6/2023	2/14/2024	0	$ (27,121.18)	$ -	$ 672,878.82
3	ADD-Irrigation Change to spray heads	CCR	CONTRACTOR	APPROVED	Craig Tindall	12/6/2023	12/6/2023	2/14/2024	0	$ (2,676.05)	$ -	$ 670,202.77
4	ADD-GAS Fees over Allowance	CCR	CONTRACTOR	APPROVED	Craig Tindall	1/5/2024	1/5/2024	2/14/2024	0	$ (17,940.00)	$ -	$ 652,262.77
5	ADD-Communication lines new route	WCD	CONTRACTOR	APPROVED	Craig Tindall	4/2/2024	4/17/2024	4/29/2024	0	$ (40,240.84)	$ -	$ 612,021.93
6	DEDUCT-PCO 12.13 Foundation and Piping credit	WCD	CONTRACTOR	APPROVED	Craig Tindall	4/30/2024	5/14/2024	5/23/2024	0	$ 18,166.00	$ -	$ 630,187.93
7	ADD-IT over allowance	WCD	CONTRACTOR	APPROVED	Council	10/1/2024	10/1/2024	11/8/2024	0	$ (164,045.19)	$ -	$ 466,142.74
8	ADD- PCO's 6,8,9,10,15, 19 through 28, 30, 32,33	WCD	CONTRACTOR	APPROVED	Darren Gore	12/16/2024	3/6/2025	3/12/2025	0	$ (34,682.69)	$ -	$ 431,460.05
9	ADD- PCO's 31,35,36,38	WCD	CONTRACTOR	APPROVED	Council	3/6/2025	4/10/2025	5/2/2025	31	$ (154,058.85)	$ -	$ 277,401.20
10	ADD-PCO 34	WCD	ENGINEER	APPROVED	Darren Gore	3/26/2025	4/22/2025	4/25/2025	0	$ (25,654.97)	$ -	$ 251,746.23
11	ADD-PCO's 39,40,41,42,43	WCD	OWNER	APPROVED	Council	5/2/2025	5/2/2025	5/23/2025	43	$ (210,724.19)	$ -	$ 41,022.04
12	ADD-PCO's 44,45,46,47,48	WCD	OWNER	APPROVED	Darren Gore	6/13/2025	6/13/2025	6/17/2025	0	$ (31,263.61)	$ -	$ 9,758.43
13	ADD-PCO's 49,50	WCD	OWNER	PENDING	Council	10/10/2025	10/10/2025		0	$ (1,349.64)	$ (531,777.14)	$ 8,408.79
14												
Totals									**74**	**$ (691,591.21)**	**$ 168,222.86**	**$ 8,408.79**

A Contract Times Extension Requires City Council Approval

Abbreviations
RFP = REQUEST FOR PROPOSAL
FO = FIELD ORDER
WCD = WORK CHANGE DIRECTIVE
CCR = CONTRACTOR CHANGE REQUEST

Docusign Envelope ID: 66BF13DE-CCE1-48B4-8FD5-A18EE68E0C3B

BULLEY & ANDREWS Rock City

PCO #049

Bulley & Andrews Rock City, LLC
830 Crescent Centre Drive - Suite 140
Franklin, Tennessee 37067
Phone: (615) 794-6691

Project: 6230020 - Murfreesboro Transit Center
324 New Salem Highway
Murfreesboro , Tennessee 37129

DRAFT

Prime Contract Potential Change Order #049: Added HVAC Controls Wiring - ($1,349.64)

TO:	CITY OF MURFREESBORO 111 WEST VINE STREET MURFREESBORO, Tennessee 37130	**FROM:**	BULLEY & ANDREWS ROCK CITY LLC 830 Crescent Centre Drive Suite 140 FRANKLIN, Tennessee 37067
PCO NUMBER/REVISION:	049 / 0	**CONTRACT:**	1 - Murfreesboro Transit Center
REQUEST RECEIVED FROM:		**CREATED BY:**	Joe Hyken **(BULLEY & ANDREWS ROCK CITY LLC)**
STATUS:	Draft	**CREATED DATE:**	6/24/2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$0.00

POTENTIAL CHANGE ORDER TITLE: Added HVAC Controls Wiring - ($1,349.64)

CHANGE REASON: Additional Scope

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #079 - Added HVAC Controls Wiring
Owner Requested added HVAC controls wiring

ATTACHMENTS:

#	Budget Code	Description	Amount
1	16-16700.S COMMUNICATIONS.Commitment		$1,226.95
2	88-83000.U FEE		$122.69
3	88-82002.U OWNERS CONTINGENCY.Undefined		$(1,349.64)
		Grand Total:	**$0.00**

Neal Corbett (HDR, INC.)
120 BRENTWOOD COMMONS WAY#525
BRENTWOOD, Tennessee 37027

SIGNATURE **DATE**

CITY OF MURFREESBORO
111 WEST VINE STREET
MURFREESBORO, Tennessee 37130

SIGNATURE **DATE**

BULLEY & ANDREWS ROCK CITY LLC
830 Crescent Centre Drive Suite 140
FRANKLIN, Tennessee 37067

SIGNATURE **DATE**

Docusign Envelope ID: 66BF13DE-CCE1-48B4-8FD5-A18EE68E0C3B

Telephone and Datacom Service Pathway and Wiring Specifications

Murfreesboro City
Job Name: Transit Center
324 New Salem Highway
Murfreesboro, TN 37129
6.23.25 (CO1004)

Section 1 – General Scope of Work

LanLink shall furnish all materials labor, services, purchasing, testing of completely installed systems, etc., that are required to provide the complete data and voice distribution network for the project as outlined below. Project will be managed by a BICSI Registered Communication Distribution Designer (RCDD) to ensure proper installation. LanLink has **RCDD** on full-time staff and installation will be completed by **BICSI** trained technicians. **LanLink lead technical staff are all BISCI Level 2 installers**. LanLink has included the federal requirement of the Davis Bacon Wage payment scale.

- Data cables shall total (4)
- LanLink shall install all the CommScope cat 6a cabling needed for complete installation.
- LanLink will provide 6- 1' cat 6a patch cables for the rack side and station.
- This price is based upon empty, clean, dry conduits. (No water in conduit or floor boxes.) All data comm conduits shall have no more than three 90s or equal. Any data comm conduits over 20' shall have a pull string. All conduits shall have plastic bushing installed by EC.
- LanLink has priced this with normal working hours and the Davis Bacon wage. (Mon-Fri 7am-5pm)
- LanLink shall install data cables to the closest IDF in the current patch panel.
- LanLink shall use the existing conduits that are installed in the Comm Room to the current Hvac and Verkada Panels.

Work Station

A. LanLink shall provide and install 8-pin, 8-conductor Category 6a jacks for all voice/data cables. Jacks are CommScope and Black in Color. These jacks shall be housed in a wall mounted plastic CommScope face plate. The face plates shall be Electric Ivory and labeled to reflect its corresponding patch port within the communications room. Any unused ports shall have blanks installed.

Warranty

- LanLink can offer a 25-year Manufacturer warranty on this installation for all new cabling installed.
- LanLink shall offer the Manufacturer warranty on the TV and hardware installed by our team. All labor associated with the warranty work would be billable if found to be a manufacturer defect, and not installer related.

Project Completion

- Contractor's (LanLink's) work shall be considered complete after the following has been accomplished:
  1. Installation is complete, all system testing has been completed and Contractor certifies in writing that the entire system is in working order.
  2. All system labels have been put in place.

Docusign Envelope ID: 66BF13DE-CCE1-48B4-8FD5-A18EE68E0C3B

3. All construction debris and scrap materials have been removed from the premises.
4. All marked up record drawings have been returned to the Engineer.
5. The GC/Engineer has accepted the installation. Local Electrical has passed installation.
6. The Owner and/or his equipment vendor have accepted the system wiring in its entirety.
7. The testing logs in electronic and hard copy have been forwarded to the Owner.
8. As-Built Drawings with pathway and outlet label will be provided to the customer.

Exclusions

- LanLink has not included power poles.
- LanLink has not included PDUs. (These can be added to the project if requested.)
- LanLink has not included basket tray. If this would be requested, it can be added into the scope of work.
- LanLink has not included Cameras, WAPs, Outdoor WAPs.
- All Conduit Stub up Sleeves, Backboxes and Panduit needed shall be installed and provided by other
- LanLink has not included any cabling to the Driveway Entry Gates. Once more information on the needs for systems and cabling are finalized we will be able to give pricing for this system.

Testing

A. The voice and data distribution network, upon completion of the installation, will be tested in its entirety. This testing will completely check each voice/data port from the outlet plate, through the wiring to the patch panel termination.

B. Testing will encompass all system performance parameters of each port, including attenuation, continuity of wiring to D.C., N.E.X.T (near end cross talk), cable length, cable I.D., proper pair termination per E.I.A. standards, EMI content, etc., and all significant performance parameters related to TIA/EIA Cat 6a, most recent draft standards available.

Section 2 – Payment Terms and Pricing

Invoices will be generated on project progressive billing. Payment terms are Net 30. A Purchase Order and signed contract is required for quote to be processed.

Total = $1,226.95 (Tax included)

By signing below you are agreeing to the installation above and the payment terms set forth in the payment section. Work will begin upon acceptance of this contract.

_____ Authorized Signature _____ Date

Proposal is valid for 30 Days

Docusign Envelope ID: 66BF13DE-CCE1-48B4-8FD5-A18EE68E0C3B

BULLEY & ANDREWS
Rock City

PCO #050

Bulley & Andrews Rock City, LLC
830 Crescent Centre Drive - Suite 140
Franklin, Tennessee 37067
Phone: (615) 794-6691

Project: 6230020 - Murfreesboro Transit Center
324 New Salem Highway
Murfreesboro , Tennessee 37129

DRAFT

Prime Contract Potential Change Order #050: Allowances Credit to C.O.M.

TO:	CITY OF MURFREESBORO 111 WEST VINE STREET MURFREESBORO, Tennessee 37130	**FROM:**	BULLEY & ANDREWS ROCK CITY LLC 830 Crescent Centre Drive Suite 140 FRANKLIN, Tennessee 37067
PCO NUMBER/REVISION:	050 / 0	**CONTRACT:**	1 - Murfreesboro Transit Center
REQUEST RECEIVED FROM:		**CREATED BY:**	Joe Hyken **(BULLEY & ANDREWS ROCK CITY LLC)**
STATUS:	Draft	**CREATED DATE:**	10/10/2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	($531,777.14)

POTENTIAL CHANGE ORDER TITLE: Allowances Credit to C.O.M.

CHANGE REASON: Additional Scope

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #085 - Allowances Credit

ATTACHMENTS:

#	Budget Code	Description	Amount
1	88-82018.U UNDERCUT UNSUITABLE MATERIAL		$(90,300.00)
2	88-82017.U ROCK EXCAVATION		$(373,818.35)
3	88-82015.U OFFSITE BORROW - SOIL		$(48,000.00)
4	88-82014.U NON-WOVEN GEOTEXTILE FABRIC		$(11,250.00)
5	88-82002.U OWNERS CONTINGENCY.Undefined		$(8,408.79)
		Grand Total:	**$(531,777.14)**

Neal Corbett (HDR, INC.)
120 BRENTWOOD COMMONS WAY#525
BRENTWOOD, Tennessee 37027

SIGNATURE **DATE**

CITY OF MURFREESBORO
111 WEST VINE STREET
MURFREESBORO, Tennessee 37130

SIGNATURE **DATE**

BULLEY & ANDREWS ROCK CITY LLC
830 Crescent Centre Drive Suite 140
FRANKLIN, Tennessee 37067

SIGNATURE **DATE**

Docusign Envelope ID: 66BF13DE-CCE1-48B4-8FD5-A18EE68E0C3B

Paid

	Non-Woven Geo textile fabric			Offsite Borrow Soil			Offsite Borrow Shot Rock			Rock Excavation			Undercut Unsuitable Material		
Description	QTY (SY)	Unit Cost	Amount	QTY(CY)	Unit Cost	Amount	QTY(CY)	Unit Cost	Amount	QTY(CY)	Unit Cost	Amount	QTY(CY)	Unit Cost	Amount
Transit Pavillion undercut south side							$ 352.74	$ 45.00	$ 15,873.30						
Transit Pavillion undercut noth side							$ 154.00	$ 45.00	$ 6,930.00						
Roadway next to admin building							$ 93.70	$ 45.00	$ 4,216.50						
Road way next to pond infill							$ 829.32	$ 45.00	$ 37,319.40						
Admin Building parking lot infill							$ 523.93	$ 45.00	$ 23,576.85						
Haul Off of Unsuitable soil													$ 2,268.00	$ 35.00	$ 79,380.00
Canopy Footings							$ 83.68	$ 45.00	$ 3,765.60				$ 117.50	$ 35.00	$ 4,112.50
East-West Roadway under cut									$ -				$ 34.50	$ 35.00	$ 1,207.50
Original Contingency Balance	3000	$ 3.75	$ 11,250.00	1600	$ 30.00	$ 48,000.00	1100	$ 45.00	$ 49,500.00	6400	$ 65.00	$ 416,000.00	5000	$ 35.00	$ 175,000.00
Current Contingency Balance	3000	$ 3.75	$ 11,250.00	1600	$ 30.00	$ 48,000.00	1100	$ 45.00	$ (42,181.65)	6400	$ 65.00	$ 416,000.00	5000	$ 35.00	$ 90,300.00

Original Total Eartwork Contingencies	$ 699,750.00
Current Total Earthwork Contingencies	$ 523,368.35

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Mufreesboro Transit Center

10/10/2025

APPROVED CHANGE ORDERS

Change Order #	PCO #	Description	Amount	Status
CO #1	**PCO # 001**	Additional Owner Contingency fund	$ 700,000.00	Approved
CO #2	**PCO # 002**	MTE Fee Overage	$ (27,121.18)	Approved
CO #2	**PCO # 003**	Irrigation drip heads to spray heads	$ (2,676.05)	Approved
CO #2	**PCO # 004**	Gas Trenching Allowance Increase	$ (17,940.00)	Approved
CO #3	**PCO # 007**	Elimination of Five percent withheld payment as retainage	$ -	Approved
CO #5	**PCO # 011**	Communication Lines to Bridge Avenue	$ (40,240.84)	Approved
CO #6	**PCO # 012**	Bus maitanance building foundation underdrain credit	$ 8,240.00	Approved
CO #6	**PCO # 013**	Bus wash piping credit	$ 9,926.00	Approved
CO #7	**PCO # 016**	Storage Lot across New Salem HWY	$ -	Approved
CO #8	**PCO # 017**	Low volatge allowance overage	$ (164,045.19)	Approved
CO #9	**PCO #6-33**	Combined PCOs	$ (34,682.69)	Approved
CO #11	**PCO #34**	Added Steel Support for Canopies 50%	$ (25,654.97)	Approved
CO #10	**PCO #31,35,36,38**	Combined PCOs	$ (154,058.85)	Approved
CO #12	**PCO #39-43**	Combined PCOs	$ (210,724.19)	Approved
CO #13	**PCO #44-48**	Combined PCOs	$ (31,263.61)	Approved
CO #14	**PCO #49**	Added cabling for additional Controls Monitoring	$ (1,349.64)	Approved

Original Contingency Balance	**-**
Current Contingency Balance	**$ 8,408.79**

In Process PCOS

Change Order #	PCO #	Description	Amount	Status

Current Contingency Balance	**$ 8,408.79**
Contingency Balance After Un-Approved PCO's	**$ 8,408.79**

Open PCOS

PCO #	Description	Amount	Status

Current Contingency Balance	**$ 8,408.79**
Contingency Balance After Un-Approved PCO's	**$ 8,408.79**

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: Amendment 3 to the Annual Traffic Signal Maintenance and Electrical Contract

Department: Transportation

Presented by: Lee Smith, Deputy Transportation Director/City Traffic Engineer

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider approval of Amendment No. 3 of the Traffic Signal and Electrical Maintenance Contract with S&W Contracting.

Staff Recommendation

Approve the contract amendment between the City of Murfreesboro & S&W.

Background Information

The Traffic Signal and Electrical Maintenance Contract was bid and awarded to S&W Contracting on December 9th, 2022. This contract is typically used for installation and maintenance of traffic signals systems, interstate lighting, and general electrical work for various departments.

The contract allows for up to four one-year renewal options following the original term. Amendment No. 1 and Amendment No. 2 extended the contract through December 31, 2025. Amendment No. 3 proposes extending the contract for an additional year, through December 31, 2026, with all other terms and unit prices remaining unchanged.

Council Priorities Served

Safe and Livable Neighborhoods

Continued traffic signal maintenance and roadway lighting enhance the safety and efficiency of the City's transportation infrastructure.

Fiscal Impacts

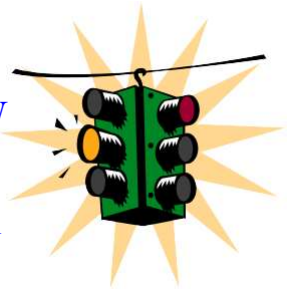
The expense for the extended term will be funded primarily by State Street Aid, with a portion from General Funds. Transportation has approximately $1,000,000 budgeted in FY26 for traffic signal and streetlight maintenance.

Attachments

1. Amendment No. 3
2. Amendment No. 2
3. Amendment No. 1
4. Original Contract

Docusign Envelope ID: 6077A5D9-9E33-4B86-9BFE-2B282EA1E2A1

S&W CONTRACTING COMPANY, LLC
ELECTRICAL CONTRACTORS - TRAFFIC DIVISION
952 NEW SALEM ROAD
MURFREESBORO, TENNESSEE 37129
PHONE: (615) 893-2511 FAX: (615) 895-2030
MITCH ARNOLD, SENIOR PROJECT MANAGER – TRAFFIC DIVISION
MOBILE: (615) 207-3327 EMAIL: Marnold@sandwcontracting.com



10/23/2025

City of Murfreesboro
Planning and Engineering Department
111 W. Vine Street
Murfreesboro, TN 37130

ATTN: Jim Kerr, Traffic Director

RE: ITB-28-2023, Traffic Signal and Electrical Maintenance Contract

Jim,

Please accept this proposal to confirm that S&W Contracting Company, LLC does hereby agree to extend the current Traffic Signal and Electrical Maintenance Contract at current prices thru the year of 2026.

Please feel free to call me at 615-207-3327 (Mobile) or 615-893-2511 Ext 107 (Office)

Thank you,

Mitch Arnold
Senior Project Manager/Estimator - Traffic Division

Docusign Envelope ID: 6077A5D9-9E33-4B86-9BFE-2B282EA1E2A1

AMENDMENT NO. 3 TO THE

CONTRACT BETWEEN CITY OF MURFREESBORO

AND

S&W ELECTRICAL CONTRACTORS, INC. FOR

TRAFFIC SIGNAL AND ELECTRICAL MAINTENANCE

The Contract by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **S&W ELECTRICAL CONTRACTORS, INC.**, a corporation of the State of Tennessee, ("Contractor") entered into on December 9, 2022 for traffic signal maintenance is hereby amended as follows:

WHEREAS, pursuant to Section 2 of the Contract approved by Council on December 8, 2022, Amendment No. 1 and Amendment No. 2, the term of this contract ends on December 31, 2025, and said contract is subject to up to three additional one (1) year renewals by the City; and

Whereas Amendment No. 1 and Amendment No. 2 extended the contract for two additional years until December 31, 2025, leaving two additional one-year (1) renewals upon mutual agreement by Contractor and City; and

WHEREAS, the parties have mutually agreed to extend the contract until December 31, 2026; and

WHEREAS, and all other terms of the contract and subsequent amendments and change orders to such contract, including unit price, shall remain unchanged;

NOW THEREFORE, said contract is hereby amended as set forth below:

1. The Contract is amended by extending the term of the Contract for an additional year through December 31, 2026.

2. This amendment is hereby effective _____.

CITY OF MURFREESBORO

Shane McFarland, Mayor

S&W ELECTRICAL CONTRACTORS, INC

Signed by:
David Counts
ABA3A28A6C1841B...

David Counts, President

Approved as to form:

Signed by:
Adam F Tucker
43A2033E31F9401...

Adam F. Tucker, City Attorney

Docusign Envelope ID: D6D00B70-ADFB-4A21-B759-EF580A2F0396

AMENDMENT NO. 2 TO THE

CONTRACT BETWEEN CITY OF MURFREESBORO

AND

S&W ELECTRICAL CONTRACTORS, INC. FOR

TRAFFIC SIGNAL AND ELECTRICAL MAINTENANCE

The Contract by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **S&W ELECTRICAL CONTRACTORS, INC.**, a corporation of the State of Tennessee, ("Contractor") entered into on December 9, 2022 for traffic signal maintenance is hereby amended as follows:

WHEREAS, pursuant to Section 2 of the Contract approved by Council on December 8, 2022 and Amendment No. 1, the term of this contract ends on December 31, 2024, and said contract is subject to up to four additional one (1) year renewals by the City; and

Whereas Amendment No. 1 extended the contract for an additional year until December 31, 2024, leaving three additional one year (1) renewals upon mutual agreement by Contractor and City; and

WHEREAS, the parties have mutually agreed to extend the contract until December 31, 2025; and

WHEREAS, and all other terms of the contract and subsequent amendments and change orders to such contract, including unit price, shall remain unchanged;

NOW THEREFORE, said contract is hereby amended as set forth below:

1. The Contract is amended by extending the term of the Contract for an additional year through December 31, 2025.

2. This amendment is hereby effective December 6, 2024.

CITY OF MURFREESBORO

DocuSigned by:
A2F6A4BF7CD74E7...
Shane McFarland, Mayor

S&W ELECTRICAL CONTRACTORS, INC

DocuSigned by:
Richie Bolin
1D66F59928B94F1...
Richie Bolin, President

Approved as to form:

Signed by:
43A2035E51F9401...
Adam Tucker, City Attorney

DocuSign Envelope ID: FE22E346-10EC-4E3C-80C9-79634C219BB0

AMENDMENT NO. 1 TO THE

CONTRACT BETWEEN CITY OF MURFREESBORO

AND

S&W ELECTRICAL CONTRACTORS, INC. FOR

TRAFFIC SIGNAL AND ELECTRICAL MAINTENANCE

The Contract by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **S&W ELECTRICAL CONTRACTORS, INC.**, a corporation of the State of Tennessee, ("Contractor") entered into on December 9, 2022 for traffic signal maintenance is hereby amended as follows:

WHEREAS, pursuant to section 2 of the Contract approved by Council on December 8, 2022, the term of this contract ends on December 31, 2023, and said contract is subject to up to four (4) additional one (1) year renewals by the City; and

WHEREAS, the parties have mutually agreed to extend the contract until December 31, 2024; and

WHEREAS, and all other terms of the contract and subsequent amendments and change orders to such contract, including unit price, shall remain unchanged;

NOW THEREFORE, said contract is hereby amended as set forth below:

1. The Contract is amended by extending the term of the Contract for an additional year through December 31, 2024.

2. This amendment is hereby effective December 8, 2023.

CITY OF MURFREESBORO

DocuSigned by:
A2F6A4BF7CD74E7...
Shane McFarland, Mayor

S&W ELECTRICAL CONTRACTORS, INC

DocuSigned by:
1D66F59928B94F1...
Richie Bolin, President

Approved as to form:

DocuSigned by:
A3A2035E54F9401...
Adam Tucker, City Attorney

DocuSign Envelope ID: 6D94BA88-108A-4184-94D2-F53116EC11C6

Agreement between
The City of Murfreesboro
and
S&W Contracting Co., Inc.
for Traffic Signal and Electrical Maintenance

This Agreement is entered into as of the 9th day of December 2022, by and between the **City of Murfreesboro,** a municipal corporation of the State of Tennessee (the "City"), and **S&W Contracting Co., Inc**., a Tennessee Corporation ("Contractor"). This Agreement consists of the following documents:

- This document
- ITB-28-2023, Traffic Signal and Electrical Maintenance issued November 15, 2022 (the "Solicitation");
- Contractor's Bid Response, dated November 29, 2022 ("Contractor's Proposal"); and
- Any properly executed amendments to this Agreement.

In the event of conflicting provisions, all documents will be construed according to the following priorities:

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

a. Contractor is engaged to provide traffic signal and electrical maintenance to the City as provided in ITB-28-2023, Traffic Signal and Electrical Maintenance, issued November 15, 2022.

b. The provisions of the Solicitation, including (without limitation) Section 2. *General Requirements* and Section 3. *Technical Requirements*, are specifically incorporated herein and made a part of this Agreement as if fully stated herein.

c. Work to be completed under this Agreement may be assigned to Contractor in the form of a Task Order. Any and all Task Orders assigned to Contractor by task order, amendment, or otherwise, shall also form part of this Agreement, including any and all terms therein.

d. In undertaking the work set forth herein, Contractor must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Contractor is solely responsible for any and all taxes imposed upon Contractor and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.

2. Term.

The initial term of this Agreement commences on the Effective Date, January 1, 2023, and expires on December 31, 2023, with the City holding an option to extend the term for up to four (4) additional one (1) year periods upon sixty (60) days' notice to Contractor. The term may be extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein.

3. Termination. Contractor's services may be terminated in whole or in part:

a. Upon 30-day prior notice, for the convenience of the City.

b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination

c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

4. Compensation; Method of Payment.

a. The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per Contractor's Proposal Bid Form (Exhibit A).

Annual Traffic Signal and Electrical Maintenance Contract - NOV 2022			
Item No.	**Description**	**Units**	**S&W Contracting Unit Price**
1	Bucket Truck with 2-person Crew (<80' extension)	HR	**$125.00**
2	Bucket Truck with 2-person Crew (>/= 80' extension)	HR	**$125.00**
3	Digger Truck (for soil) 2-Person Crew	HR	**$125.00**
4	Digger Truck (for rock) 2-Person Crew	HR	**$225.00**
5	Non-Evasive Excavating Equip. 2-Person Crew	HR	**$80.00**
6	Compressor and Air Tools with Operator	HR	**$80.00**
7	Mini-Excavator with operator	HR	**$90.00**
8	1 Worker with Pickup Truck or Van	HR	**$80.00**
9	2 Workers with Pickup Truck or Van	HR	**$115.00**
10	6-yard Dump Truck with Operator	HR	**$90.00**
11	Trencher with 2-Person Crew	HR	**$115.00**
12	Each additional worker	HR	**$40.00**
13	Overtime Premium Charge	HR	**$25.00**
14	Loop Cutting with 2-Person Crew, equipment, and all materials (wire must be IMSA spec. 51-7)	LF	**$5.00**
15	Fiber Optic Fusion Splicing	EA	**$60.00**
16	General Electrician with Pickup Truck or Van	HR	**$85.00**
17	IMSA Level II Signal Technician with Pickup Truck or Van	HR	**$90.00**
18	Traffic Control Interstate Syst. (Interstate Lighting Mainline Repair Only)	HR	**$80.00**
19	Conduit 3" (JACK AND BORE) Sch. 80	LF	**$45.00**
20	Electro-Static Painting of Signal Cabinet	HR	**$80.00**
21	Electro-Static Painting of Signal Poles	HR	**$80.00**

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b. Contractor will be compensated upon the completion of tasks as outlined in Contractor's Proposal and upon the completion of a Task and submission of an invoice to the City at its address for Notices.

c. Traffic Signal Maintenance and installation activities shall be adhered to as stated in the ITB and bid specifications.

d. Services will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such work items, determined that they fully comply with specifications. Contractor will be compensated upon the completion of tasks as outlined in the Proposal and upon the completion of a Task Order and submission of an invoice to the City at its address for Notices after performance of the portion of services which each payment represents.

e. Contractor shall promptly and timely (in no event later than 30 days) submit invoices to the City for performance of work completed pursuant to this Agreement. Failure of Contractor to submit timely invoices may delay payment of said invoice and shall be considered a material breach of this Agreement.

5. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement

6. **Insurance.** During the term of this Agreement, Contractor must maintain the following insurance:

a. Workers' Compensation Insurance: Contractor shall procure and shall maintain during the life of this contract Workers' Compensation Insurance for all of its employees to be engaged in work on the project under this contract as required by Tennessee state law, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance.

b. Public Liability and Property Damages Insurance: Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect it and any subcontractor performing work covered by this contract from claims for damage for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations are by it or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be as follows:

   i. Public Liability Insurance in the amount of not less than $1,000,000.00 on any account of any one accident.

   ii. Property Damage Insurance in an amount not less than $500,000.00 for any one damage claim.

   iii. Combined Single Limit Public Liability and Property Damage in an amount of not less than $1,000,000.00 per occurrence.

c. Comprehensive General Liability Insurance with limits of not less than $1,000,000.

d. Automotive Insurance with limits of not less than $1,000,000.

e. Proof of Carriage of Insurance. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents." (iii) Copies of insurance policies will be furnished to the City upon request. The City shall be furnished not less than ten (10) days advance notice of material changes or cancellation of insurance policies.

7. Indemnification.

a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

c. Copyright, Trademark, Service Mark, or Patent Infringement.

Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

I. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

a. Procure for the City the right to continue using the products or services.

b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.

c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

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II. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

8. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

If to Contractor:

S&W Contracting Company, Inc.
Mitch Arnold
952 New Salem Road
Murfreesboro, TN 37129
marnold@sandwcontracting.com

9. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

10. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

12. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

13. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or

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disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

17. **Time of the Essence.** Time is of the essence in the performance of all duties and responsibilities set forth in this Agreement.

18. **Integration.** This Agreement, including (without limitation) all documents and attachments listed herein, sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.

19. **Force Majeure.** No party has any liability to the other 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, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

20. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

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

22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses,

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and costs at all stages of the litigation and dispute resolution.

23. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as the effective date first listed above (the "Effective Date").

City of Murfreesboro, Tennessee

DocuSigned by:
By: _____
Shane McFarland, Mayor

S & W Contracting Co., Inc

DocuSigned by:
By: _____
Richie Bolin, President

Approved as to form:

DocuSigned by:
_____
Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: Dell VxRail Servers Contract

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider replacement of Water Resources primary hardware/software servers, or eight VxRail VE-660, a high-performance computing system designed to support the Department's IT needs.

Staff Recommendation

Approve contract with Waypoint Business Solutions for Dell VxRail servers. The Water Resources Board recommended approval of this matter at the October 28th meeting.

Background Information

MWRD current servers are six years old. The current support, through Dell (hardware) and Broadcom (virtual environment software) is expiring and cannot be renewed. The VxRail contains critical software and data, including Customer Information System and Advanced Metering Infrastructure. This cost includes deployment and migration services as well as Production and Disaster Recovery systems.

Council Priorities Served

Responsible Budgeting

Maintaining appropriate computer hardware ensures efficient operations of MWRD software.

Fiscal Impacts

The expense, $703,305, is included in the Department's current capital budget in the amount of $750,000.

Attachments:

Waypoint Contract

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CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
WAYPOINT BUSINESS SOLUTIONS, LLC
FOR
VXRAIL HARDWARE AND SOFTWARE SUPPORT

This Agreement (the "Agreement") is entered into this _____ (the "Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee, ("City") and **WAYPOINT BUSINESS SOLUTIONS, LLC**, a Texas limited liability company, (hereafter referred to as "Waypoint"). City and Waypoint are collectively referred to in this Agreement as the "Parties." This contract consists of the following documents:

- ***Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education;***
- ***Waypoint's Quote #AAAQ25061 dated October 21, 2025; and***
- ***This Agreement***

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

1. ***Any properly executed amendment or change order to this contract (most recent with first priority);***
2. ***This Agreement;***
3. ***Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education; and***
4. ***Waypoint's Quote # AAAQ25061 dated October 21, 2025 (Exhibit A)***

In consideration of the promises contained in this Agreement, the Parties stipulate, represent and agree, each to the other, as follows:

1. **Scope of Agreement.** This Agreement contains the entire Agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions, agreements, proposals, negotiations, letters of intent or other correspondence. Neither of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to such subject matter other than as expressly provided in this Agreement or as agreed by the Parties in writing on or subsequent to the date of this Agreement.

2. **Duties and Responsibilities of Waypoint.** Waypoint agrees to provide and City agrees to purchase the equipment and services set forth on Waypoint's Quote #AAAQ25061 dated October 21, 2025 from Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education. Waypoint is an Authorized Reseller for Dell on the Wilson County Board of Education Contract.

3. **Agreement for Services.** In undertaking the work set forth herein, Waypoint must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Waypoint is solely response to any and all taxes imposed upon Waypoint and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.

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4. **Term**. The term of this contract shall be from the Effective Date to March 27, 2029 (the termination date for the Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education).

5. **Termination.** Waypoint's performance may be terminated in whole or in part:
   a. Upon 30-day prior notice, for the convenience of the City.
   b. For the convenience of Waypoint, provided that Waypoint notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
   c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
   d. Should Waypoint fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Waypoint of any liability to the City for damages sustained by virtue of any breach by Waypoint.
   e. Should the appropriation for Waypoint's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Waypoint.

6. **Independent Contractor.** In the performance of this Agreement, Waypoint, together with its staff, is acting as an independent contractor with respect to Waypoint's performance hereunder and neither Waypoint nor anyone used or employed by Waypoint shall be deemed for any purpose to be the employee, agent, servant or representative of City, and City shall have no direction or control of Waypoint, except in the results obtained.

7. **Payment.**

   a. **Price.** The price for the goods and other items to be provided under the initial purchase under this Agreement are set forth in Waypoint's Quote #AAAQ25061 dated October 21, 2025, which reflects a purchase price of $703,304.96. Any compensation due Waypoint under this agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Waypoint after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase number. Final payment shall not be made until after performance is complete.

   b. **Delivery**. Deliveries of all items shall be made within 60 calendar days of order or as best provided by Contractor to 300 NW Broad, Murfreesboro, TN 37130. Contact Person Jeff Broach, Murfreesboro Water Resources, (tel. 615-890-0862 ext 3011; email jbroach@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during normal working hours of the City, Monday through Friday. Deliveries of all items shall be made as stated in Waypoint's Quote #AAAQ25061. Should Waypoint fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. Waypoint shall be responsible for making any and all claims against carriers for missing or damaged items.

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c. **Acceptance**. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. Such inspection shall take place within 10 days. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education.

d. **Purchase Order**. All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.

e. **Applicable Taxes.** City is exempt from State sales tax and will issue a tax exemption certificate to Waypoint as requested. City shall not be responsible for any taxes that are imposed on Waypoint. Furthermore, Waypoint understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

8. Insurance.

a. During the term of this Agreement, Waypoint must maintain the following liability insurance policies:

i. Commercial general liability insurance of at least $1,000,000 per occurrence and $2,000,000 aggregate;

ii. Automobile liability insurance of at least $1,000,000 per occurrence;

iii. Professional (errors and omissions) liability insurance of at least $1,000,000 per claim and $1,000,000 aggregate; and

iv. Workers' compensation complying with statutory requirements and employer's liability insurance with a limit of $500,000 per occurrence.

b. Waypoint will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon; and (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

9. Confidentiality.

All information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), including, but not limited to information relating to a party's business activities and the results of Work performed by Waypoint pursuant to this Agreement, if disclosed in writing, marked as proprietary or confidential , or if disclosed orally, reduced to writing within thirty (30) days and labeled as proprietary or confidential ("Confidential Information") shall remain the sole property of Disclosing Party. Except for the specific rights granted by this Agreement, Receiving Party shall not use any Confidential Information of Disclosing Party for its own account. Receiving Party shall use the highest commercially reasonable degree of care to protect Disclosing Party's Confidential

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Information. Receiving Party shall not disclose Confidential Information to any third party without the express written consent of Disclosing Party (except solely for Receiving Party's internal business needs, to employees or consultants who are bound by a written agreement with Receiving Party to maintain the confidentiality of such Confidential Information in a manner consistent with this Agreement). Confidential Information shall exclude information (i) available to the public other than by a breach of this Agreement; (ii) rightfully received from a third party not in breach of an obligation of confidentiality; (iii) independently developed by Receiving Party without access to Confidential Information; (iv) known to Receiving Party at the time of disclosure; or (v) produced in compliance with applicable law or a court order, provided Disclosing Party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production.

Upon termination of this Agreement, Receiving Party agrees to cease using any and all materials embodying Confidential Information, and to promptly return such materials to Disclosing Party upon request, or make such other reasonable disposition as Disclosing Party may direct.

10. Warranty.

Unless otherwise specified, every item purchased shall meet the warranty requirements set forth in the quote or purchase order for the specific item.

11. Indemnification.

a. **City Indemnity Obligation**. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Waypoint from any claims arising from any failure, regardless of any language in any attachment or other document that Waypoint may provide.

b. **Waypoint Indemnity Obligation.** Waypoint shall defend, indemnify and hold harmless City from any third-party claim or action that the Services, Work, Software or Equipment ("Deliverable") delivered by Waypoint pursuant to this Agreement infringe or misappropriate that third party's patent, copyright, trade secret, or other intellectual property rights, and shall reimburse City for all reasonable expenses (including, without limitation, attorneys' fees and expenses) as they are incurred in connection with pursuing or defending any third-party claim or action, whether or not such claims are successful. In addition, if Waypoint receives notice of a claim that, in Waypoint's reasonable opinion, is likely to result in an adverse ruling, then Waypoint shall at its option, (a) obtain a right for City to continue using such Service or Deliverable; (b) modify such Service to make it non-infringing; (c) replace such Service or Deliverable with a non-infringing equivalent; or (d) refund any pre-paid fees for the allegedly infringing Service or Deliverable that have not been provided. Notwithstanding the foregoing, Waypoint shall have no obligation under this Section for any claim resulting or arising from (a) City's modifications of the Service or Deliverable that was not approved by Waypoint; (b) the combination, operation or use of the Service or Deliverable in connection with a third-party product or service (the combination of which causes the infringement); or (c) Waypoint's compliance with City's written specifications or directions, including the incorporation of any Deliverable or other materials or process provided by or requested by City. Waypoint shall be responsible for all physical injuries (including death) to persons (including but not limited to employees of City) or damage to property

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(including, but not limited to the property of City and Waypoint) resulting from the negligence of Waypoint or its employees and shall indemnify and save City harmless from loss and liability upon any and all claims on account of such injuries to persons or damage to property, and from all direct costs and expenses finally awarded in suit which may be brought against City on account thereof, provided, however, the City or Waypoint, as the case may be, shall be responsible for workers compensation claims brought by their respective employees, without regard to the negligence of either.

This Section states each Party's exclusive remedies for any third-party claim or action, and nothing in this Agreement or elsewhere will obligate either party to provide any greater indemnity to the other.

12. **Time Limitation.** NO ACTION, REGARDLESS OF FORM, ARISING OUT THE TRANSACTIONS UNDER THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT WITHIN TWO YEARS OF THE DATE OF LAST PAYMENT.

13. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Waypoint and the authorized representatives of the City. It is thereafter effective as of the date set forth above.

14. **City Data.** City is responsible for securing a full data backup 24 hours before Work is to commence on an existing system for scheduled maintenance or system modification.

15. **General Provisions.**

    a. **Exclusive Remedies.** The remedies in this Agreement are exclusive.

    b. **Compliance with Laws.** Waypoint agrees to comply with any applicable federal, state and local laws and regulations.

    c. **Maintenance of Records.** Waypoint must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

    d. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

    e. **Relationship of the Parties.** Nothing herein may in any way be constructed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of the paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

    f. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

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g. **Employment.** Waypoint may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

h. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Waypoint certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

i. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

j. **Entire Agreement/Assignment.** This Agreement: (i) is the complete and exclusive statement of the agreement between the parties, (ii) supersedes all proposals, oral or written, and all other communications between the parties relating to the subject of this Agreement; and (iii) may not be assigned, sublicensed, or otherwise transferred by either party without the prior written consent of the other party, but its terms and conditions shall extend to and bind any permitted successor or assign. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated.

k. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Waypoint may provide. The exclusive jurisdiction for any legal proceedings shall be in the courts

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of the State of Tennessee, County of Rutherford, and the parties expressly submit to the jurisdiction of said courts.

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

m. **Survival of Proprietary Rights.** The proprietary rights and confidentiality obligations of the parties shall survive the expiration or earlier termination hereof.

n. **Titles.** The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.

o. **Notices.** Any and all notices between the parties under this Agreement shall be in writing and deemed received when mailed by registered mail, postage prepaid, first class, electronic mail (e-mail) to a partner, officer, or authorized representative, or delivered by courier to the following addresses:

Waypoint Business Solutions, LLC ATTN: Darren Orsag 118 Vintage Park Blvd, W414 Houston, Texas 77070 or Email: dorsag@waypointsolutions.com	City of Murfreesboro ATTN: City Manager 111 West Vine Street Murfreesboro, TN 37130 or Email: dgore@murfreesborotn.gov with copy to jbroach@murfreesbortn.gov

p. **Delay.** Waypoint shall not be liable to City for any delay or failure by Waypoint to perform its obligations hereunder or otherwise if such delay or failure by Waypoint to perform its obligations hereunder or otherwise if such delay or failure arises from any cause or causes beyond the reasonable control of Waypoint, including but not limited to, labor disputes, strikes, other labor or industrial disturbances, acts of God, floods, hurricanes, lightning, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, regulations, or orders of any government agency or subdivision thereof, or temporary unavailability of service personnel due to other service calls received by Waypoint. In the event of such a delay or failure, and notwithstanding anything to the contrary in any Statement of Work, such delay or failure shall be excused during the continuance thereof, and the period of performance shall be extended to such extent necessary to enable Waypoint to perform after the cause of delay has been removed.

q. **Dispute Resolution**. City and Waypoint will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this Agreement (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable

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relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within 60 days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.

r. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties enter into this agreement as of the Effective Date listed above.

City of Murfreesboro, Tennessee	**Waypoint Business Solutions, LLC**
By: _____	By: _____
Shane McFarland, Mayor	Paul Neyman, President

Approved as to form:

Signed by:
Adam F Tucker
43A2035E51F9401...
Adam F. Tucker, City Attorney

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QUOTE

Number AAAQ25061

Date Oct 21, 2025

118 Vintage Park Blvd, W414, Houston, TX 77070
Phone: 832-479-8540

Bill To

Murfreesboro Water Resources
Jeff Broach
300 NW Broad
Murfreesboro, TN 37130
USA

Phone 615-890-0862 x 3011
Email jbroach@murfreesborotn.gov

Ship To

Murfreesboro Water Resources
Jeff Broach
300 NW Broad
Murfreesboro, TN 37130
USA

Phone 615-890-0862 x 3011
Email jbroach@murfreesborotn.gov

Account Manager



Darren Orsag
979-325-0523
DOrsag@waypointsolutions.com

Contract

Wilson County Schools SPA

51AHO

Notes:

Line	Qty	Description	Unit Price	Ext. Price
1	8	1 VxRail VE-660 1 PSNT Info 1 VxRail VE-660 Branding 1 VxRail All Flash 1 vSAN Node 1 VxRail VE-660 Firmware Lock 1 VxRail Software 8.0.330 Factory Install 1 VxRail VMware Subscription or BYOS from Broadcom - Approval Required 1 Informational Purposes Only 1 2.5" Chassis with up to 10 HDDs (SAS/SATA) including max of 4 Universal Drives, 1 CPU, PERC11 1 No GPU Enablement 1 VxRail 1U Bezel 1 Intel Xeon Gold 6426Y 2.5G, 16C/32T, 16GT/s, 37.5M Cache, Turbo, HT (185W) DDR5-4800 1 No Additional Processor 1 5600MT/s RDIMMs 1 HCI, 660 Riser Config 4, Low Profile, 2x8 LP Slots (Gen5) + 1x16 LP Slot (Gen4), 1CPU 1 Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0 1 Broadcom 5720 Dual Port 1GbE LOM 1 Trusted Platform Module 2.0 V6 1 1U Combo Drop-In/Stab-In Rails (A16) 1 Dual, Redundant(1+1), Hot-Plug Power Supply,1100W MM(100-240Vac) Titanium 1 PowerEdge R660 CE, CCC Marking 1 VE-660 Shipping, DAO 1 PowerEdge R660 Shipping Material, 10x2.5", 8x2.5" Smart Flow	$84,663.12	$677,304.96

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT https://www.waypointsolutions.com/return-policy. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.

Line	Qty	Description	Unit Price	Ext. Price

or 16xEDSFF
1 10x2.5 Front Storage
1 Motherboard MLK supports ALL CPUs and is required for CPUs 250W and above
1 Standard Heatsink for 1 CPU configuration (CPU less than or equal to 185W)
1 Performance Optimized
1 C35, No RAID, VxRail
1 Dell HBA355i Controller Front
1 Front PERC Mechanical Parts, rear load
1 BOSS-N1 controller card + with 2 M.2 960GB (RAID 1)

1 BOSS Cables and Bracket for R660
1 iDRAC9, Enterprise 16G
1 iDRAC Group Manager, Disabled
1 iDRAC,Legacy Password
1 DHCP with Zero Touch Configuration
1 4 Standard Fans for 2 CPU
1 No Quick Sync
1 No Systems Documentation, No OpenManage DVD Kit

1 No Energy Star
1 UEFI BIOS Boot Mode with GPT Partition
1 Enable UEFI Secure Boot
1 VE-660 Luggage Tag
1 None Required
1 Informational Purposes Only
1 Dell Hardware Limited Warranty
1 ProSupport 7x24 Technical Support and Assistance 5 Years

1 ProSupport Next Business Day Onsite Service After Problem Diagnosis 2 Years Extended
1 ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years
1 Dell Limited Hardware Warranty Extended Year(s)
1 Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355

1 60 Months ProSupport VxRail VMware Cloud Foundation Sub Sftwr Spt-Contract
1 Certified Deployment Partner T2
8 32GB RDIMM, 5600MT/s, Dual Rank - HCI
1 1.6TB SSD SAS Mixed Use up to 24Gbps 512e 2.5in Hot-Plug 3DWPD , AG Drive
4 3.84TB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD - HCI
1 Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile, V2
2 C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America
16 VxRail VMware Cloud Foundation (VCF), 5Yrs Subscription per Core
1 VxRail HCI System Software, 16G
4 VxRail HCI System Software, Capacity Drive, 3.84TB

8 VxRail HCI System Software Memory, 32GB, 16G
1 Customer Provided, vSAN, ELA
16 60 Months ProSupport VxRail VMware Cloud Foundation Sub Sftwr Spt-Maint
1 Recover Point for Virtual Machine
1 5 Years ProSupport RecoverPoint for Virtual Machines Sftwr Spt-Contract

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT https://www.waypointsolutions.com/return-policy. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.

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Line	Qty	Description	Unit Price	Ext. Price
		1 On-Site Installation Declined 1 Storage Software Info 1 HCIA RecoverPoint for VMs for 1 node		
2	1	Waypoint Services ****See SoW for Details****	$26,000.00	$26,000.00

SubTotal	$703,304.96
Tax	$0.00
Shipping	$0.00
Total	**$703,304.96**

Purchase Options

Select your preferred payment option / purchase terms*:

[ ] Net 30 Days Purchase (purchase amount $703,304.96)

* If this quote contains finance payment options, the options are provided as an estimate only. Final payment amount is subject to credit verification and applicable taxes as required by law.

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT https://www.waypointsolutions.com/return-policy. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: Thompson Ln Widening-Revised Easement Offers

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider approval of five counter offers for easement acquisition this month received from property owners affected by the Thompson Lane widening project.

Staff Recommendation

Approve the revised easement offers. The Water Resources Board recommended approval of this matter at the October 28th meeting and to move forward with eminent domain for the remaining properties that have not agreed to the easements.

Background Information

At the June 26, 2025, Council approved easement offer amounts based on the Rutherford County Tax Assessors' value of the land as the basis. Permanent easements were offered at 50% of the land value and temporary construction easements were offered at 20%, assuming a 2-year construction period. Staff also programmed a $1000 minimum as well as a 10% increase in the offers for voluntary conveyance.

Since sending the initial offers, staff has continued to receive counter offers based on TDOT's prices from property assessments that TDOT performed. The number of counter offers staff is receiving are slowing down. Staff requests approval of just these five counter offers for this month. Staff will bring back additional counter offers for approval if they are received.

If the property owners do not agree to voluntarily convey the easement, eminent domain will require Water Resources to perform property appraisals/assessments on those properties.

Council Priorities Served

Responsible budgeting

Funding for this project has been set aside and shown in the Working Capital Reserves dashboard since November of 2020.

Fiscal Impact

The counter offers, $35,738 over the original offers, brings the total easement acquisition costs to $919,471. Easement purchases will be funded from the Department's Working Capital Reserves.

UTILITY EASMENT ACQUISITION TABLE (See Easement Acquisition Status sheet for Status of each eaement's acquisition.)						Summary of Counter-Offers Made - starting with 7/10/2025 offer letter distribution. Inital and Counter-Offers do not contain costs associated with Property Assessments.					
TRACT NO.	**PROPERTY OWNERS**	**STREET ADDRESS**	**PERMANENT EASEMENT PRICE**	**TEMPORARY EASEMENT PRICE (2-Yr)**	**PERMANENT +TEMP EASEMENT (10% & $1000 MIN)**	**COUNTER-OFFER $/SQ.FT (TEMPORARY)**	**COUNTER-OFFER TOTAL EASEMENT PRICE ($) (TEMPORARY)**	**COUNTER-OFFER $/SQ.FT. (PERMANENT)**	**COUNTER-OFFER TOTAL EASEMENT PRICE ($) (PERMANENT)**	**COUNTER-OFFER TOTAL EASEMENT PRICE REQUESTED ($1,000 minimum)**	**ADDITIONAL FUNDS NEEDED OVER INTIAL (OFFER) AMOUNT - REQUESTED 10/2025**
169	WILLIAM MARK CAGLE	819 W THOMPSON LN	$651.14	$839.02	$1,639.18	$6.21	$1,535.57	$6.21	$1,191.71	$2,727.28	$1,360.83
208	TENNESSEE MILLER COLISEUM CORPORATION	304-314 W THOMPSON LN	$5,615.71	$1,528.09	$7,858.18	$2.18	$5,804.47	$2.18	$21,331.30	$27,135.77	$19,277.58
209	MIDDLE TENNESSEE STATE UNIVERSITY FOUNDATION, A TENNESSEE CORPORATION	324 W THOMPSON LN	$750.45	$232.84	$1,081.62	$2.18	$1,050.76	$2.18	$3,386.63	$4,437.39	$3,355.77
215	BEVERLY H. WALLACE AND JULIET W. WALKER, THEIR HEIRS, AND ASSIGNS	254 W THOMPSON LN	$1,804.46	$332.96	$2,351.16	$6.04	$1,418.66	$6.04	$7,688.45	$9,107.11	$6,755.95
230	3343 MEMORIAL LLC.	3343 MEMORIAL BLVD	$1,691.35	$1,170.68	$3,148.23	$11.42	$3,327.79	$11.42	$4,807.82	$8,135.61	$4,987.38
241	ANTIOCH SHOPPING CENTER	3389 MEMORIAL BLVD	$61,229.24	$16,717.10	$85,740.98						
256	GENERALS LANDING HOMEOWNERS ASSOCIATION INC	PERSHING DR (Unnumbered)	$32.87	$7.71	$1,000.00						
257	CAROLINE FARMS HOMEOWNERS ASSOCIATION, INC.	424 W THOMPSON LN	$197.73	$56.27	$1,000.00						
							(TEMPORARY)		**(PERMANENT)**	**(TEMP + PERM)**	**ADDITIONAL FUNDS**
	TOTAL EASEMENT		**$439,077.80**	**$147,618.86**	**$661,541.04**		**$80,899.67**		**$443,224.31**	**$524,290.10**	**$35,737.51**

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: 2nd Extension to the Annual Pavement Marking Contract with Pope Striping Corp. and Volunteer Paving, LLC

Department: Transportation

Presented by: Lexi Stacey, Project Coordinator

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider approval of the 2nd Extensions to Annual Pavement Marking Contracts with Pope Striping Corp. and Volunteer Paving, LLC.

Staff Recommendation

Approve extensions for both contracts.

Background Information

On February 20, 2024, Council approved the award of the Annual Pavement Marking Contracts to Pope Striping Corp. and Volunteer Paving, LLC. These contracts are renewable annually for up to five years, subject to mutual agreement.

The 2nd Extensions will extend the contract terms from January 1, 2026, through January 1, 2027. Per Section 3.c of the original contracts, unit prices will be increased by 3.0%, based on the Consumer Price Index for All Urban Consumers (CPI-U), as reported by the U.S. Bureau of Labor Statistics. All other terms of the contracts remain unchanged.

Council Priorities Served

Responsible budgeting

Ongoing maintenance of pavement markings supports safe and efficient transportation and protects the City's investment in roadway infrastructure.

Fiscal Impact

The primary funding source for the City Pavement Marking Contract is from State Street Aid, which is the local share of the State's gasoline tax. Engineering has a budget of $350,000 for these contracts.

Attachments

1. 2nd Extension for Volunteer Paving
2. Letter from Volunteer Paving, LLC requesting contract extension

3. 1st Extension for Volunteer Paving
4. Original Contract for Volunteer Paving, LLC
5. 2nd Extension for Pope Striping Corp.
6. Letter from Pope Striping Corp. requesting contract extension
7. 1st Extension for Pope Striping Corp.
8. Original Contract for Pope Striping Corp.

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SECOND EXTENSION
TO THE CONTRACT BETWEEN
THE CITY OF MURFREESBORO
AND VOLUNTEER PAVING, LLC
FOR PAVEMENT MARKING

This Second Extension ("Second Extension") to the Contract entered February 20, 2024, ("Contract") by and between City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Volunteer Paving, LLC, a Limited Liability Company of the State of Tennessee, ("Contractor") is effective as of the date of executed listed below.

RECITALS

WHEREAS, on February 20, 2024, the City entered into a contract with Contractor for pavement marking services set forth in ITB-26-2024-Pavement Marking issued on December 5, 2023; and,

WHEREAS, pursuant to the First Amendment, the term of the Contract is from January 1, 2025 to January 1, 2026; and

WHEREAS, the contract is renewable annually for up to a maximum of five years per Section 2 of the Contract; and

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to Section 2 of the current Contract for an additional year; and

WHEREAS, pursuant to Section 3.c of the Contract, the unit prices shall be increased by a percentage equal to the increase in CPI-U for the prior term, subject to Council approval, which amount is 3.0% according to the U.S. Bureau of Labor Statistics;

NOW THEREFORE, the City and Contractor mutually agree:

1. To extend the term of the current Contract, from January 1, 2026, until January 1, 2027.

2. To increase the unit prices as listed in Contractor's Price Proposal by 3.0% pursuant to Section 3.c of the Contract.

3. To incorporate, by reference, Contractor's renewal letter dated October 14, 2025, as Exhibit 1 to this Second Extension.

4. All other terms of the Contract shall remain the same.

IN WITNESS WHEREOF, the parties enter into this amendment as of _____.

CITY OF MURFREESBORO

By:_____
Shane McFarland, Mayor

Approved as to form:
Signed by:
Adam F Tucker
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Adam F. Tucker, City Attorney

Volunteer Paving, LLC

By: Signed by: Lance Miller
FB962831F1B8434...
Lance Miller, Vice President

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P. O. Box 682423, Franklin, Tennessee 37068 P 931 364 6900 F 931 364 4115 volunteerpaving.com

October 14, 2025

City of Murfreesboro
Attn: Shane McFarland, Mayor
111 W. Vine Street
Murfreesboro, TN 37130

Ref: ITB-26-2024-Pavement Marking – Contract Time Extension

Dear Mr. McFarland,

Volunteer Paving respectfully requests for the 2024 contract on the Pavement Marking be extended from January 1, 2026, to December 31, 2026. Volunteer Paving will honor all prices on the existing contract as adjusted by section 3.c of the agreement for the duration of this extension period if approved.

If you have any questions, please feel free to contact us at any time.

Sincerely,

Lance Miller

Division Manager

Volunteer Paving, LLC

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FIRST EXTENSION
TO THE CONTRACT BETWEEN
THE CITY OF MURFREESBORO
AND VOLUNTEER PAVING, LLC
FOR PAVEMENT MARKING

This First Extension ("First Extension") to the Contract entered February 20, 2024, ("Contract") by and between City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Volunteer Paving, LLC, a Limited Liability Company of the State of Tennessee, ("Contractor") is effective as of the date of executed listed below.

RECITALS

WHEREAS, on February 20, 2024, the City entered into a contract with Contractor for pavement marking services set forth in ITB-26-2024-Pavement Marking issued on December 5, 2023; and,

WHEREAS, the contract is renewable annually for up to a maximum of five years per Section 2 of the Contract; and

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to Section 2 of the current Contract for an additional year; and

WHEREAS, pursuant to Section 3.c of the Contract, the unit prices shall be increased by a percentage equal to the increase in CPI-U for the prior term, subject to Council approval, which amount is 2.6% according to the U.S. Bureau of Labor Statistics;

NOW THEREFORE, the City and Contractor mutually agree:

1. To extend the term of the current Contract, from January 1, 2025, until January 1, 2026.

2. To increase the unit prices as listed in Contractor's Price Proposal by 2.6% pursuant to Section 3.c of the Contract.

3. To incorporate, by reference, Contractor's renewal letter dated October 22, 2024, as Exhibit 1 to this First Extension.

4. All other terms of the Contract shall remain the same.

IN WITNESS WHEREOF, the parties enter into this amendment as of December 6, 2024.

CITY OF MURFREESBORO

DocuSigned by:
By: _____
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Shane McFarland, Mayor

Approved as to form:

Signed by:
_____
43A2033E31F9401...
Adam F. Tucker, City Attorney

Volunteer Paving, LLC

Signed by:
By: _____
DEC86EAD33D44DC...
Cory Dobbs, Vice President

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e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Compensation; Unit Pricing; Method of Payment.

a. The City shall pay the Contractor for each item of work in accordance with the Price Proposal list submitted with the bid Proposal, which Price Proposal list is incorporated by this reference into this Agreement as Exhibit A. The City shall pay the Contractor for the performance of this Agreement in current funds, subject to additions and deductions as may be provided in this Agreement.

b. For the purpose of this Agreement, the value of this Agreement is based upon the "Unit Cost" listed in the Price Proposal. The unit costs and estimated quantities provided in the Solicitation provide an extended **TOTAL VALUE OF SIX HUNDRED FIFTY-FOUR THOUSAND NINE HUNDRED FIFTY DOLLARS ($654,950.00).** Estimated quantities and total prices provided in the Solicitation and/or Price Proposal are estimates used for information only. In the event of a conflict between a unit price and extended price, the unit price shall control. This Agreement (including, without limitation, the Solicitation and Price Proposal) does not guarantee either a minimum or maximum amount of work to the Contractor. Work shall be requested on a work order/purchase order/invoice basis, up to the total amount budgeted by the City for such work, including any amendments thereto.

c. The unit prices in the Price Proposal shall be firm during the initial one (1) year term of this Agreement. Beginning the first anniversary after the Effective Date for any renewal to this Agreement, the unit prices set forth in this Agreement shall be increased effective as of that anniversary and each anniversary thereafter by an amount equal to the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, all items (index base period 1982-84=100), published by the United States Bureau of Labor Statistics, based on the most recently released CPI-U as of the date of renewal. This increase shall be subject to City Council approval.

d. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. Work will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such work, determined that it fully complies with specifications. Any work rejected shall be repaired/replaced at Contractor's expense. Markings shall meet performance and durability requirements described in the specifications that shall begin with the date the portion of the roadway containing those markings becomes operational. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. The final payment shall not be made until after the performance is complete. City will process payment applications within 30 days of acceptance of work. Invoices must bear the purchase order number. All invoices must be submitted to: accountspayable@murfreesborotn.gov with a copy to the Contact person.

4. Work Product. Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.

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5. Insurance. During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than $1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

6. Indemnification.

a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

c. <u>Copyright, Trademark, Service Mark, or Patent Infringement</u>.

I. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

a. Procure for the City the right to continue using the products or services.

b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.

c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

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III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

7. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:	If to Contractor:
City Manager	Cory Dobbs, Vice President
City of Murfreesboro	Volunteer Paving, LLC
111 West Vine Street	P.O. Box 682423
Murfreesboro, TN 37130	Franklin, TN 37068
	Cdobbs@volunteerpaving.com

8. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

9. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

11. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

12. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or

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statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

15. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

16. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.

17. **Force Majeure.** No party has any liability to the other 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, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, pandemic, epidemic or other cause of similar or dissimilar nature beyond its control.

18. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

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

20. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

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21. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.

22. **Non-Boycott of Israel.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of $250,000 or more and to contractors with ten (10) or more employees.

23. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

CITY OF MURFREESBORO, TENNESSEE

DocuSigned by:
By: _____
A2E6A4BF76D74E7...
Shane McFarland, Mayor

VOLUNTEER PAVING, LLC

DocuSigned by:
By: _____
F8E37CB236D840E...
Cory Dobbs, Vice President

APPROVED AS TO FORM:

DocuSigned by:
_____
A3A2035B51F8401...
Adam F. Tucker, City Attorney

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EXHIBIT A

Volunteer Paving - 2024

Line Item	Description	Est. Quantity	Unit of Measure	Unit Cost	Total
1	716-02.01 - Plastic Pavement Marking (4-inch Line)	10	LM	$5,225.00	$52,250.00
2	716-02.02 - Plastic Pavement Marking (8-inch Barrier Line)	500	LF	$3.25	$1,625.00
3	716-02.03 - Plastic Pavement Marking (Cross-Walk)	2000	LF	$6.50	$13,000.00
4	716-02.04 - Plastic Pavement Marking (Channelization Striping)	400	SY	$35.00	$14,000.00
5	716-02.05 - Plastic Pavement Marking (Stop Line)	3500	LF	$25.00	$87,500.00
6	716-02.06 - Plastic Pavement Marking (Turn Lane Arrow)	100	Each	$275.00	$27,500.00
7	716-02.08 - Plastic Pavement Marking (8-inch Dotted Line)	1000	LF	$4.50	$4,500.00
8	716-02.09 - Plastic Pavement Marking (Longitudinal Cross-Walk)	1000	LF	$40.00	$40,000.00
9	716-02.10 - Plastic Pavement Marking (6-inch line)	5	LM	$7,000.00	$35,000.00
10	716-02.11 - Plastic Pavement Marking (6-inch Dotted Line)	2000	LF	$2.00	$4,000.00
11	716-02.13 - Plastic Word Pavement Marking (Parking Lines 4-inch)	5000	LF	$4.00	$20,000.00
12	716-02.15 - Plastic Pavement Marking (U-Turn Arrow)	5	Each	$400.00	$2,000.00
13	716-03.01 - Plastic Word Pavement Marking (ONLY)	5	Each	$375.00	$1,875.00
14	716-03.02 - Plastic Word Pavement Marking (RxR)	15	Each	$625.00	$9,375.00
15	716-03.09 - Plastic Word Pavement Marking (Yield)	5	Each	$510.00	$2,550.00
16	716-04.01 - Plastic Pavement Markings (Straight-Turn Arrow)	10	Each	$425.00	$4,250.00
17	716-04.02 - Plastic Pavement Marking (Double-Turn Arrow)	25	Each	$410.00	$10,250.00
18	716-04.03 - Plastic Pavement Marking (4-inch Dotted Line)	2000	LF	$1.75	$3,500.00
19	716-04.05 - Plastic Pavement Marking (Straight Arrow)	25	Each	$200.00	$5,000.00
20	716-04.10 - Plastic Pavement Marking (Handicap Symbol)	10	Each	$350.00	$3,500.00
21	716-04.12 - Plastic Pavement Marking (Yield Line)	500	SF	$21.25	$10,625.00
22	716-04.13 - Plastic Pavement Marking (Bike Lane Symbol & Arrow)	20	Each	$500.00	$10,000.00
23	716-04.17 - Plastic Pavement Marking (YIELD Symbol)	5	Each	$610.00	$3,050.00
24	716-05.01 - Painted Pavement Marking (4-inch Line)	5	LM	$3,000.00	$15,000.00
25	716-05.03 - Painted Pavement Marking (Cross-Walk)	100	LF	$4.00	$400.00
26	716-05.04 - Painted Pavement Marking (Channelization Striping)	50	SY	$10.00	$500.00
27	716-05.05 - Painted Pavement Marking (Stop Line)	300	LF	$9.50	$2,850.00
28	716-05.06 - Painted Pavement Marking (Turn Lane Arrow)	20	Each	$80.00	$1,600.00
29	716.05.08 - Painted Pavement Marking (Parking Lines)	500	LF	$1.25	$625.00
30	716-05.09 - Painted Pavement Marking (Straight-Turn Arrow)	5	Each	$175.00	$875.00
31	716-05.11 - Painted Pavement Marking (Straight Arrow)	5	Each	$125.00	$625.00
32	716-05.20 - Painted Pavement Marking (6-inch Line)	2	LM	$3,300.00	$6,600.00
33	716-05.21 - Painted Pavement Marking (4-inch Dotted Line)	300	LF	$1.50	$450.00
34	716.05.23 - Painted Pavement Marking (6-inch Dotted Line)	300	LF	$1.75	$525.00
35	716-05.72 - Performance Based Retracing (Spray Thermo 4-inch Line)	10	LM	$2,100.00	$21,000.00
36	716.05.73 - Performance Based Retracing (Spray Thermo 6-inch Line)	5	LM	$2,750.00	$13,750.00
37	716-05.74 - Performance Based Retracing (Spray Thermo 8-inch Line)	500	LF	$2.50	$1,250.00
38	716.05.75 - Performance Based Retracing (Spray Thermo 6-inch Dotted Line)	500	LF	$2.00	$1,000.00
39	716-08.01 - Removal of Pavement Marking (Line)	5000	LF	$1.00	$5,000.00
40	716-08.03 - Removal of Pavement Marking (Cross-Walk)	500	LF	$3.25	$1,625.00
41	716-08.04 - Removal of Pavement Marking (Channelizing Stripping)	100	SY	$25.00	$2,500.00
42	716-08.05 - Removal of Pavement Marking (Stop Line)	100	LF	$10.00	$1,000.00
43	716-08.06 - Removal of Pavement Marking (Turn Lane Arrow)	15	Each	$80.00	$1,200.00
44	716-08.07 - Removal of Pavement Marking (Straight-Turn Arrow)	10	Each	$75.00	$750.00
45	716-08.08 - Removal of Pavement Marking (Double Turn Arrow)	10	Each	$100.00	$1,000.00
46	716-08.09 - Removal of Pavement Marking (Dotted Line)	50	LF	$1.00	$50.00
47	716-08.19 - Removal of Pavement Marking (6-inch Line)	1000	LF	$1.00	$1,000.00
48	716-08.32 - Hydroblast Removal of Pavement Markings (Line)	5000	LF	$1.50	$7,500.00

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49	716-08.33 - Hydroblast Removal of Pavement Markings (Arrow)	25	Each	$85.00	$2,125.00
50	716-08.34 - Hydroblast Removal of Pavement Markings (Stop Line)	200	LF	$4.50	$900.00
51	716-10.01 - Preformed Plastic Pavement Marking (4-inch line)	1000	LF	$4.50	$4,500.00
52	716-10.03 - Preformed Plastic Pavement Marking (6-inch line)	500	LF	$7.00	$3,500.00
53	716-10.07 - Preformed Plastic Pavement Marking (Stop line)	100	LF	$25.00	$2,500.00
54	716-10.08 - Preformed Plastic Pavement Marking (4-inch Dotted Line)	1000	LF	$4.50	$4,500.00
55	716-10.09 - Preformed Plastic Pavement Marking (6-inch Dotted Line)	1000	LF	$7.00	$7,000.00
56	716-10.22 - Preformed Plastic Pavement Marking (Shield)	3	Each	$550.00	$1,650.00
57	716-10.52 - Preformed Plastic Pavement Marking (US Shield)	2	Each	$1,500.00	$3,000.00
58	716-12.01 - Enhanced Flatline Thermo PVMT Marking (4-inch line)	10	LM	$4,500.00	$45,000.00
59	716-12.02 - Enhanced Flatline Thermo PVMT Marking (6-inch line)	10	LM	$6,850.00	$68,500.00
60	716-12.03 - Enhanced Flatline Thermo PVMT Marking (8-inch Barrier Line)	1000	LF	$4.50	$4,500.00
61	716-12.04 - Enhanced Flatline Thermo PVMT Marking (4-inch Dotted Line)	1000	LF	$3.50	$3,500.00
62	716-12.05 - Enhanced Flatline Thermo PVMT Marking (6-inch Dotted Line)	1000	LF	$5.50	$5,500.00
63	716-13.01 - Spray Thermo Pave Marking (60 mil) (4-inch line)	10	LM	$2,900.00	$29,000.00
64	716-13.02 - Spray Thermo Pave Marking (60 mil) (6-inch line)	2	LM	$3,750.00	$7,500.00
65	716-13.03 - Spray Thermo Pave Marking (60 mil) (8-inch Barrier Line)	1000	LF	$2.50	$2,500.00
66	716-13.04 - Spray Thermo Pave Marking (60 mil) (4-inch Dotted Line)	1000	LF	$2.50	$2,500.00
67	716-13.05 - Spray Thermo Pave Marking (60 mil) (6-inch Dotted Line)	500	LF	$2.50	$1,250.00
68	716-13.06 - Spray Thermo Pave Marking (60 mil) (8-inch Dotted Line)	500	LF	$3.00	$1,500.00
	Total				$654,950.00

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SECOND EXTENSION
TO THE CONTRACT BETWEEN
THE CITY OF MURFREESBORO
AND POPE STRIPING CORP.
FOR PAVEMENT MARKING

This Second Extension ("Second Extension") to the Contract entered February 20, 2024, ("Contract") by and between City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Pope Striping Corp., a Corporation of the State of Tennessee, ("Contractor") is effective as of the date of executed listed below.

RECITALS

WHEREAS, on February 20, 2024, the City entered into a contract with Contractor for pavement marking services set forth in ITB-26-2024-Pavement Marking issued on December 5, 2023; and,

WHEREAS, the contract is renewable annually for up to a maximum of five years per Section 2 of the Contract; and

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to Section 2 of the current Contract for an additional year; and

WHEREAS, pursuant to Section 3.c of the Contract, the unit prices shall be increased by a percentage equal to the increase in CPI-U for the prior term, subject to Council approval, which amount is 3.0% according to the U.S. Bureau of Labor Statistics;

NOW THEREFORE, the City and Contractor mutually agree:

1. To extend the term of the current Contract, from January 1, 2026, until January 1, 2027.

2. To increase the unit prices as listed in Contractor Price Proposal by 3.0% pursuant to Section 3.c. of the Contract.

3. All other terms of the Contract shall remain the same.

IN WITNESS WHEREOF, the parties enter into this amendment as of _____.

CITY OF MURFREESBORO

By:_____
Shane McFarland, Mayor

Pope Striping Corp.

DocuSigned by:
By:_____
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Wayne T. Pope, CEO

Approved as to form:

Signed by:
Adam F Tucker
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Adam F. Tucker, City Attorney

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Wayne T. Pope

CEO

Pope Striping, Corp.

120 E. Main St. Suite 220

Murfreesboro, TN 37130

10/23/2025

City of Murfreesboro

Eric Toombs

Senior Public Works Inspector

111 W. Vine St First Floor

Murfreesboro, TN 37130

Dear Eric Toombs,

Subject: Annual Pavement Marking Contract ITB-09-2021

I hope this message finds you well. On behalf of Pope Striping, Corp, I would like to express our appreciation for the opportunity to work with the City of Murfreesboro under the annual pavement marking contract (ITB-09-2021).

We are pleased to confirm that, if the extension period is approved, we will honor all existing contract prices with an adjustment addition of 2.6%, in accordance with Section 3c of the agreement. Our goal is to ensure a smooth and efficient continuation of services while providing the best value to the city.

If you have any questions or need further information, please do not hesitate to reach out. We look forward to continuing our partnership and supporting the city`s needs in the years to come.

Thank you for your trust in Pope Striping, Corp.

Sincerely,

DocuSigned by:

W

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FIRST EXTENSION AND AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF MURFREESBORO AND POPE STRIPING CORP FOR PAVEMENT MARKING

This First Extension and Amendment ("First Extension") to the Contract entered February 16, 2024, ("Contract") by and between City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Pope Striping Corp, a Corporation of the State of Tennessee, ("Contractor") is effective as of the date of executed listed below.

RECITALS

WHEREAS, on February 16, 2024, the City entered into a contract with Contractor for pavement marking services set forth in ITB-26-2024-Pavement Marking issued on December 5, 2023; and,

WHEREAS, the contract is renewable annually for up to a maximum of five years per Section 2 of the Contract; and

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to Section 2 of the current Contract for an additional year; and

WHEREAS, pursuant to Section 3.c of the Contract, the unit prices shall be increased by a percentage equal to the increase in CPI-U for the prior term, subject to Council approval, which amount is 2.6% according to the U.S. Bureau of Labor Statistics;

NOW THEREFORE, the City and Contractor mutually agree:

1. To extend the term of the current Contract, from January 1, 2025, until January 1, 2026.

2. To increase the unit prices as listed in Contractor Price Proposal by 2.6% pursuant to Section 3.c. of the Contract.

3. To incorporate, by reference, Contractor's renewal letter dated October 29, 2024, as Exhibit 1 to this First Extension.

4. All other terms of the Contract shall remain the same.

IN WITNESS WHEREOF, the parties enter into this amendment as of December 6, 2024.

CITY OF MURFREESBORO

DocuSigned by:
By: _____
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Shane McFarland, Mayor

Approved as to form:
DocuSigned by:
_____
43A2035E51F9401...
Adam F. Tucker, City Attorney

Pope Striping Corp.

DocuSigned by:
By: _____
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Wayne T. Pope, CEO

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Agreement for Pavement Marking

This Agreement is entered into and effective as of February 16, 2024 ("Effective Date") by and between the **City of Murfreesboro,** a municipal corporation of the State of Tennessee (the "City"), and **Pope Striping Corp**, a Corporation of the State of Tennessee ("Contractor").
This Agreement consists of the following documents:

- This document
- ITB-26-2024-Pavement Marking, issued December 5, 2023 (the "Solicitation");
- Contractor's Proposal, dated December 21, 2023 ("Contractor's Proposal");
- Contractor's Price Proposal, dated December 21, 2023 (the "Price Proposal")herein provided as Exhibit A; and,
- Any properly executed amendments to this Agreement.

In the event of conflicting provisions, all documents will be construed according to the following priorities:

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal (Exhibit A).

1. Duties and Responsibilities of Contractor.
Provide the Retro Reflective Pavement Marking Tape, Thermoplastic and Painted Lines, Symbols, and Legends based on "ITB-26-2024 – Pavement Marking" listed under "Bid Specifications" of the ITB.

2. Term.
The term of this Agreement commences on the Effective Date listed above and expires on January 1, 2025, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. This Agreement may be renewed for up to four (4) additional one (1) year option periods in any combination, provided the entire contract does not exceed five (5) years. Renewal options shall be exercised by mutual written agreement. Contractor's services may be terminated in whole or in part:

a. Upon 30-day prior notice, for the convenience of the City.
b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

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e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Compensation; Unit Pricing; Method of Payment.

a. The City shall pay the Contractor for each item of work in accordance with the Price Proposal list submitted with the bid Proposal, which Price Proposal list is incorporated by this reference into this Agreement as Exhibit A. The City shall pay the Contractor for the performance of this Agreement in current funds, subject to additions and deductions as may be provided in this Agreement.

b. For the purpose of this Agreement, the value of this Agreement is based upon the "Unit Cost" listed in the Price Proposal. The unit costs and estimated quantities provided in the Solicitation provide an extended **TOTAL VALUE OF FOUR HUNDRED FIFTY-ONE THOUSAND FOUR HUNDRED TWENTY DOLLARS ($451,420.00).** Estimated quantities and total prices provided in the Solicitation and/or Price Proposal are estimates used for information only. In the event of a conflict between a unit price and extended price, the unit price shall control. This Agreement (including, without limitation, the Solicitation and Price Proposal) does not guarantee either a minimum or maximum amount of work to the Contractor. Work shall be requested on a work order/purchase order/invoice basis, up to the total amount budgeted by the City for such work, including any amendments thereto.

c. The unit prices in the Price Proposal shall be firm during the initial one (1) year term of this Agreement. Beginning the first anniversary after the Effective Date for any renewal to this Agreement, the unit prices set forth in this Agreement shall be increased effective as of that anniversary and each anniversary thereafter by an amount equal to the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, all items (index base period 1982-84=100), published by the United States Bureau of Labor Statistics, based on the most recently released CPI-U as of the date of renewal. This increase shall be subject to City Council approval.

d. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. Work will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such work, determined that it fully complies with specifications. Any work rejected shall be repaired/replaced at Contractor's expense. Markings shall meet performance and durability requirements described in the specifications that shall begin with the date the portion of the roadway containing those markings becomes operational. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. The final payment shall not be made until after the performance is complete. City will process payment applications within 30 days of acceptance of work. Invoices must bear the purchase order number. All invoices must be submitted to: accountspayable@murfreesborotn.gov with a copy to the Contact person.

4. Work Product. Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.

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5. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than $1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

6. **Indemnification.**

a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

c. <u>Copyright, Trademark, Service Mark, or Patent Infringement</u>.

I. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

a. Procure for the City the right to continue using the products or services.

b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.

c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

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III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

7. Notices. Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:	If to Contractor:
City Manager	Wayne T. Pope, CEO
City of Murfreesboro	Pope Striping, Corporation
111 West Vine Street	120 East Main Street, Ste. 220
Murfreesboro, TN 37130	Murfreesboro, TN 37130
	Todd@popestriping.com

8. Maintenance of Records. Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

9. Modification. This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

10. Relationship of the Parties. Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

11. Waiver. No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

12. Employment. Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

13. Non-Discrimination. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national

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origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

15. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

16. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.

17. **Force Majeure.** No party has any liability to the other 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, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, pandemic, epidemic or other cause of similar or dissimilar nature beyond its control.

18. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

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

20. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

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21. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.

22. **Non-Boycott of Israel.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of $250,000 or more and to contractors with ten (10) or more employees.

23. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

CITY OF MURFREESBORO, TENNESSEE

DocuSigned by:

By: _____

Shane McFarland, Mayor

POPE STRIPING CORP

DocuSigned by:

By: _____

Wayne T. Pope, CEO

APPROVED AS TO FORM:

DocuSigned by:

_____

Adam F. Tucker, City Attorney

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EXHIBIT A

Pope Striping - 2024

Line Item	Description	Est. Quantity	Unit of Measure	Unit Cost	Total
1	716-02.01 - Plastic Pavement Marking (4-inch Line)	10	LM	$3,100.00	$31,000.00
2	716-02.02 - Plastic Pavement Marking (8-inch Barrier Line)	500	LF	$1.00	$500.00
3	716-02.03 - Plastic Pavement Marking (Cross-Walk)	2000	LF	$25.00	$50,000.00
4	716-02.04 - Plastic Pavement Marking (Channelization Striping)	400	SY	$63.00	$25,200.00
5	716-02.05 - Plastic Pavement Marking (Stop Line)	3500	LF	$14.00	$49,000.00
6	716-02.06 - Plastic Pavement Marking (Turn Lane Arrow)	100	Each	$125.00	$12,500.00
7	716-02.08 - Plastic Pavement Marking (8-inch Dotted Line)	1000	LF	$1.00	$1,000.00
8	716-02.09 - Plastic Pavement Marking (Longitudinal Cross-Walk)	1000	LF	$14.00	$14,000.00
9	716-02.10 - Plastic Pavement Marking (6-inch line)	5	LM	$3,600.00	$18,000.00
10	716-02.11 - Plastic Pavement Marking (6-inch Dotted Line)	2000	LF	$1.00	$2,000.00
11	716-02.13 - Plastic Word Pavement Marking (Parking Lines 4-inch)	5000	LF	$.58	$2,900.00
12	716-02.15 - Plastic Pavement Marking (U-Turn Arrow)	5	Each	$700.00	$3,500.00
13	716-03.01 - Plastic Word Pavement Marking (ONLY)	5	Each	$300.00	$1,500.00
14	716-03.02 - Plastic Word Pavement Marking (RxR)	15	Each	$300.00	$4,500.00
15	716-03.09 - Plastic Word Pavement Marking (Yield)	5	Each	$400.00	$2,000.00
16	716-04.01 - Plastic Pavement Markings (Straight-Turn Arrow)	10	Each	$250.00	$2,500.00
17	716-04.02 - Plastic Pavement Marking (Double-Turn Arrow)	25	Each	$250.00	$6,250.00
18	716-04.03 - Plastic Pavement Marking (4-inch Dotted Line)	2000	LF	$.58	$1,160.00
19	716-04.05 - Plastic Pavement Marking (Straight Arrow)	25	Each	$150.00	$3,750.00
20	716-04.10 - Plastic Pavement Marking (Handicap Symbol)	10	Each	$300.00	$3,000.00
21	716-04.12 - Plastic Pavement Marking (Yield Line)	500	SF	$7.00	$3,500.00
22	716-04.13 - Plastic Pavement Marking (Bike Lane Symbol & Arrow)	20	Each	$450.00	$9,000.00
23	716-04.17 - Plastic Pavement Marking (YIELD Symbol)	5	Each	$80.00	$400.00
24	716-05.01 - Painted Pavement Marking (4-inch Line)	5	LM	$550.00	$2,750.00
25	716-05.03 - Painted Pavement Marking (Cross-Walk)	100	LF	$7.00	$700.00
26	716-05.04 - Painted Pavement Marking (Channelization Striping)	50	SY	$12.00	$600.00
27	716-05.05 - Painted Pavement Marking (Stop Line)	300	LF	$7.00	$2,100.00
28	716-05.06 - Painted Pavement Marking (Turn Lane Arrow)	20	Each	$80.00	$1,600.00
29	716.05.08 - Painted Pavement Marking (Parking Lines)	500	LF	$.45	$225.00
30	716-05.09 - Painted Pavement Marking (Straight-Turn Arrow)	5	Each	$120.00	$600.00
31	716-05.11 - Painted Pavement Marking (Straight Arrow)	5	Each	$80.00	$400.00
32	716-05.20 - Painted Pavement Marking (6-inch Line)	2	LM	$650.00	$1,300.00
33	716-05.21 - Painted Pavement Marking (4-inch Dotted Line)	300	LF	$.50	$150.00
34	716.05.23 - Painted Pavement Marking (6-inch Dotted Line)	300	LF	$.75	$225.00
35	716-05.72 - Performance Based Retracing (Spray Thermo 4-inch Line)	10	LM	$2,700.00	$27,000.00
36	716.05.73 - Performance Based Retracing (Spray Thermo 6-inch Line)	5	LM	$2,900.00	$14,500.00
37	716-05.74 - Performance Based Retracing (Spray Thermo 8-inch Line)	500	LF	$1.08	$540.00
38	716.05.75 - Performance Based Retracing (Spray Thermo 6-inch Dotted Line)	500	LF	$.90	$450.00
39	716-08.01 - Removal of Pavement Marking (Line)	5000	LF	$1.00	$5,000.00
40	716-08.03 - Removal of Pavement Marking (Cross-Walk)	500	LF	$1.00	$500.00
41	716-08.04 - Removal of Pavement Marking (Channelizing Stripping)	100	SY	$9.00	$900.00
42	716-08.05 - Removal of Pavement Marking (Stop Line)	100	LF	$1.00	$100.00
43	716-08.06 - Removal of Pavement Marking (Turn Lane Arrow)	15	Each	$50.00	$750.00
44	716-08.07 - Removal of Pavement Marking (Straight-Turn Arrow)	10	Each	$50.00	$500.00
45	716-08.08 - Removal of Pavement Marking (Double Turn Arrow)	10	Each	$50.00	$500.00
46	716-08.09 - Removal of Pavement Marking (Dotted Line)	50	LF	$.90	$45.00

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47	716-08.19 - Removal of Pavement Marking (6-inch Line)	1000	LF	$.90	$900.00
48	716-08.32 - Hydroblast Removal of Pavement Markings (Line)	5000	LF	$.90	$4,500.00
49	716-08.33 - Hydroblast Removal of Pavement Markings (Arrow)	25	Each	$50.00	$1,250.00
50	716-08.34 - Hydroblast Removal of Pavement Markings (Stop Line)	200	LF	$1.00	$200.00
51	716-10.01 - Preformed Plastic Pavement Marking (4-inch line)	1000	LF	$3.75	$3,750.00
52	716-10.03 - Preformed Plastic Pavement Marking (6-inch line)	500	LF	$5.50	$2,750.00
53	716-10.07 - Preformed Plastic Pavement Marking (Stop line)	100	LF	$16.00	$1,600.00
54	716-10.08 - Preformed Plastic Pavement Marking (4-inch Dotted Line)	1000	LF	$3.75	$3,750.00
55	716-10.09 - Preformed Plastic Pavement Marking (6-inch Dotted Line)	1000	LF	$5.50	$5,500.00
56	716-10.22 - Preformed Plastic Pavement Marking (Yield)	3	Each	$400.00	$1,200.00
57	716-10.52 - Preformed Plastic Pavement Marking (US Shield)	2	Each	$850.00	$1,700.00
58	716-12.01 - Enhanced Flatline Thermo PVMT Marking (4-inch line)	10	LM	$3,600.00	$36,000.00
59	716-12.02 - Enhanced Flatline Thermo PVMT Marking (6-inch line)	10	LM	$4,200.00	$42,000.00
60	716-12.03 - Enhanced Flatline Thermo PVMT Marking (8-inch Barrier Line)	1000	LF	$1.25	$1,250.00
61	716-12.04 - Enhanced Flatline Thermo PVMT Marking (4-inch Dotted Line)	1000	LF	$1.00	$1,000.00
62	716-12.05 - Enhanced Flatline Thermo PVMT Marking (6-inch Dotted Line)	1000	LF	$1.00	$1,000.00
63	716-13.01 - Spray Thermo Pave Marking (60 mil) (4-inch line)	10	LM	$2,600.00	$26,000.00
64	716-13.02 - Spray Thermo Pave Marking (60 mil) (6-inch line)	2	LM	$2,800.00	$5,600.00
65	716-13.03 - Spray Thermo Pave Marking (60 mil) (8-inch Barrier Line)	1000	LF	$1.00	$1,000.00
66	716-13.04 - Spray Thermo Pave Marking (60 mil) (4-inch Dotted Line)	1000	LF	$.90	$900.00
67	716-13.05 - Spray Thermo Pave Marking (60 mil) (6-inch Dotted Line)	500	LF	$.95	$475.00
68	716-13.06 - Spray Thermo Pave Marking (60 mil) (8-inch Dotted Line)	500	LF	$1.00	$500.00
	Total				$451,420.00

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: Construction Contract Award for Doctor Martin Luther King Jr. Blvd (SR-1) Sidewalk Project Phase 2

Department: Engineering

Presented by: Lexi Stacey, Project Coordinator

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider approval of agreement for construction of the Doctor Martin Luther King Jr. Blvd (SR-1) Sidewalk Project Phase 2 with Capital City Construction Services, LLC.

Staff Recommendation

Approve the construction agreement, pending legal review.

Background Information

On March 21, 2019, Council approved the design contract for Phase 2 of the Doctor Martin Luther King Jr. Blvd (SR-1) Sidewalk Project. This phase includes installation of new sidewalks, ADA-compliant ramps, and related pedestrian improvements along the corridor from Middle Tennessee Blvd to Minerva Drive.

Bids were received on September 25, 2025, and Capital City Construction Services, LLC was determined to be the lowest responsive and responsible bidder. The total contract amount is $2,138,564.

Council Priorities Served

Expand Infrastructure

Implementation of the 2040 Major Transportation Plan through the construction of new roadways.

Fiscal Impact

The project's construction expense, or $2,138,564, is funded through an approximate 80/20 split between federal/state dollars and local monies, with the majority of funding provided through TDOT's TAP program. The local portion is funded through 2022 Bond.

Attachments

Agreement Between Owner and Contractor for Construction Contract.

PROPOSAL CONTRACT

FOR THE CONSTRUCTION OF

Contract No.

PIN:	126616.00
County:	Rutherford
Federal Project No.:	TAP-1(395)
State Project No.:	75LPLM-F3-076
Local Agency Reference No.:	
Description Of Project:	Dr. Martin Luther King Jr. Blvd. (SR-1): Sidewalks from Middle Tennessee Blvd. to near Apollo Dr. in Murfreesboro
Project Length:	0.623 miles
Completion Time:	On or Before 12 Months from the Start Notice
DBE Goal:	9.0%

By: Capital City Construction Services, LLC

City, St.: P.O, Box 681117, Franklin, TN 37068

Surety: The Cincinnati Insurance Company

TDOT Version: 6/1/23

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Supplemental Specification to Section 400	12-26-24	
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Supplemental Specification to Section 600	01-08-25	
Supplemental Specification to Section 700	12-26-24	
Supplemental Specification to Section 800	N / A	
Supplemental Specification to Section 900	12-26-24	

The above Supplemental Specifications, revised as noted, are incorporated by reference for bidding purposes and will be printed with the Contract after awards. These Supplemental Specifications may be obtained from the Department at Suite 700, James K. Polk Bldg., Nashville, Tennessee or viewed on the Department's website at http://www.tn.gov/tdot/section/tdot-construction-division.

Special Provisions	Special Provision Number, Regarding:	Date	Page #
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107FP	Water Quality and Storm Water Permits	12/09/24	14
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1231	Equal Employment Opportunity (11246)	9/7/22	25
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ATTENTION

It shall be the bidders' responsibility to confirm that the Proposal Contract contains all the documents indicated on the Table of Contents.

Should any omissions occur, the appropriate documents may be obtained from the Construction Division upon request.

THE CITY OF MURFREESBORO, Purchasing Department

INSTRUCTIONS TO BIDDERS

BIDS TO BE RECEIVED

Sealed bids for the construction of the following projects will be received by the CITY OF MURFREESBORO, Purchasing Department**, 111 West Vine Street, Murfreesboro, TN 37130,** until **2:00 PM September 25, 2025,** and opened publicly via Zoom **on this date and time**. The reading of the bids will begin at **2:00 PM**.

The proposed construction shall be performed in accordance with the most current version of the Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation, and the Standard Roadway and Structures Drawings of the Tennessee Department of Transportation which are incorporated herein by reference and made a part hereof. In addition, only the Special Provisions contained within the applicable Proposal Contract will be considered binding. Any reference to any Special Provision not contained within the applicable Proposal Contract shall be disregarded. All questions related to the Proposal Contract, Plans, Specifications or Special Provisions shall be directed to the Question/Answer tab via OpenGov. Free registration for OpenGov can be found at: https://procurement.opengov.com/portal/murfreesborotn. All bids must be submitted electronically via OpenGov.

IMPORTANT NOTICE TO BIDDERS:

Prospective bidders should read the following instructions carefully before submitting their bids. Special attention is called to the regulations of the CITY OF MURFREESBORO, Purchasing Department that total bids, rather than unit prices, will be read. Proposals shall be rejected as being irregular if they fail to contain a unit price for each item listed. Extensions of the various items must be sub-totaled, carried forward, and shown as a grand total following the last proposal item. All entries must be in ink.

After a bidder has deposited a proposal with the CITY OF MURFREESBORO, Purchasing Department, they can withdraw it only on written request in accordance with Subsection 102.07 of the Tennessee Department of Transportation Standard Specifications.

Totals read at the opening of the bids are not guaranteed to be correct and no final award of the contract will be made until bids and extensions have been checked and re-checked.

On all projects which are financed in whole or in part by funds received through Federal agencies and/or the Tennessee Department of Transportation, the awarding of contracts by the CITY OF MURFREESBORO Purchasing Department will be subject to approval by the Tennessee Department of Transportation. The CITY OF MURFREESBORO Purchasing Department reserves the right to reject any bid proposal which is not acceptable to the parties as listed, although such bid proposal would otherwise

qualify as the lowest and best bid under the Tennessee Department of Transportation Standard Specifications.

The CITY OF MURFREESBORO Purchasing Department reserves the right to reject any or all Proposals, to waive technicalities or to advertise for new Proposals, if in the judgment of the awarding authority and subject to TDOT concurrence, the best interest of the CITY OF MURFREESBORO Purchasing Department will be promoted thereby.

The CITY OF MURFREESBORO Purchasing Department reserves the right to cancel the award of any Contract, at any time prior to execution of said Contract by all parties without any liability against the CITY OF MURFREESBORO Purchasing Department**.**

The awarding of the contract or rejection of all proposals will be made within 60 days after the formal opening of the proposals. Upon award, a detailed letter of instructions will be forwarded along with appropriate documents to the low bidder.

The CITY OF MURFREESBORO Purchasing Department hereby notifies all bidders, that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of age, race, color, religion, national origin, sex or disability in consideration for an award.

The CITY OF MURFREESBORO Purchasing Department is an equal opportunity affirmative action employer, drug-free, with policies of nondiscrimination on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service.

PREQUALIFICATION OF BIDDERS:

Each prospective bidder and subcontractor will be required to file a document entitled "Prequalification Questionnaire." The foregoing shall be filed on a form provided by the Tennessee Department of Transportation. The form must be filled out completely, and the truth and accuracy of the information provided must be certified by a sworn affidavit signed by an officer, partner, owner or other authorized representative of the applicant who has authority to sign contracts or other legal documents on behalf of the applicant. A prospective bidder must be prequalified by and in good standing with the Tennessee Department of Transportation prior to the issuance of a proposal form. A prospective subcontractor must be prequalified by and in good standing with the Tennessee Department of Transportation prior to being approved as a subcontractor. Each prospective bidder or subcontractor shall notify the Tennessee Department of Transportation if there is any subsequent change in the name, organization or contact information provided.

Prospective bidders' "Prequalification Questionnaire" shall be filed with the Tennessee Department of Transportation at least fourteen (14) days prior to the date of opening bids on any letting in which the applicant intends to submit a bid to the CITY OF MURFREESBORO Purchasing Department**,** or at least fourteen (14) days prior to the date on which the applicant requests approval as a subcontractor under a contract awarded by the CITY OF MURFREESBORO Purchasing Department. Bidders intending to submit proposals consistently shall complete and submit the prequalification application annually; however, this document may be changed during such period upon submission of additional favorable reports or upon receipt by the Tennessee Department of Transportation of substantiated evidence of unsatisfactory performance.

The Tennessee Department of Transportation reserves the right to request additional information and documentation to clarify and/or verify any information submitted in an applicant's prequalification application.

The prequalification form can be found at the web address
http://www.tn.gov/tdot/section/tdot-construction-division

A proposal to be used for non-bidding purposes may be issued to any interested party regardless of prequalification. This proposal Contract will be marked "Void for Bidding". A contractor that has purchased a proposal contract that was marked "void for bidding" can buy another book once they are fully prequalified before the bid date.

LICENSING REQUIREMENTS

According to the types of funds used, contractor bidding requirements differ. When using any Federal funds, proposals shall be completed as described below:

Proposals shall be submitted by a bidder licensed with the Tennessee Department of Commerce and Insurance (TDCI), Board for Licensing Contractors (BLC) within twenty-one (21) days of the bid opening, in accordance with Subsection 102.11 of the Tennessee Department of Transportation Standard Specifications.

Prior to recommending award of a contract, the Local Government will confirm that the lowest responsible bidder is licensed with the BLC. Because TDOT work classifications and the BLC licensing classifications slightly differ, the Local Government will verify only that the apparent low bidder is licensed in the general classification (e.g., Heavy Construction (HC), Highway, Railroad, Airport Construction (HRA), Specialty (S), Municipal and Utility Construction (MU), or Electrical Contracting (CE)) and not the specific subcategories of these classifications for the type of work involved in the project. This is in recognition that the prime contractor is required to complete 30% of the specific project work and may subcontract the remainder of the work.

Title 48 of Tennessee Code requires all contractors and subcontractors that are domestic or foreign Corporations, Limited Liability Companies, Limited Partnerships, or Limited Liability Partnerships to be in good standing with the Secretary of State (i.e., have a valid Certificate of Existence/Authorization). This includes being duly incorporated, authorized to transact business, and/or in compliance with other requirements as detailed by the Secretary of State.

Bidders that are domestic or foreign corporations, limited liability companies, limited partnerships, or limited liability partnerships, must be in good standing with the Secretary of State (i.e., have a valid Certificate of Existence/Authorization) on or before twenty-one (21) days after proposals are opened.

PROPOSAL BOND

Each proposal must be accompanied by a bidder's bond, or Cashier's Check, or Certified Check made payable to the CITY OF MURFREESBORO in an amount equaling not less than five percent (5%) of the amount bid. In the case of optional

items in the proposals, the amount of the bidder's bond or check must be in an amount equaling not less than five percent (5%) of the total amount of the bid based on the high option. A copy of the Bid Bond must be uploaded with the bidder's bid submittal. The original must be received by the Purchasing Department prior to an award being made.

If the bidder's bond is offered as guaranty, the bond must be on the form furnished by the CITY OF MURFREESBORO Purchasing Department and made by a surety company, qualified and authorized to transact business in the State of Tennessee and must be acceptable to the CITY OF MURFREESBORO Purchasing Department.

If a check is offered as guaranty, the check of the successful bidder will be cashable at the discretion of the CITY OF MURFREESBORO, pending the satisfactory execution and acceptance of the contract and the contract bond.

ISSUANCE OF BIDDING DOCUMENTS

This CITY OF MURFREESBORO, Purchasing Department and the Tennessee Department of Transportation are on a cash basis for sales of Plans, Proposal Contracts, Standard Specifications, Standard Drawings, Standard Drawing Books and Tabulations of Bids. Requests for documents must be accompanied by cash, check, money order, or they may be mailed to the buyer C.O.D. All plans are available via the OpenGov posting for this project.

A charge of **[$XX.XX]** plus **[X.XX%]** sales tax, for in-state delivery, will be made for each Proposal Contract. This charge is applicable regardless of whether the Proposal is to be used for bidding or non-bidding purposes. Proposals will be obtainable until the time set for opening bids. The charge for Plans and/or Cross-sections will be as specified in the Notice to Contractors and this charge will be applicable before the letting and for three months after the letting. Plans ordered after the three month period will be furnished at **[$X.XX]** per sheet. Individual Plan sheets and individual Standard Drawings will be furnished at **[$X.XX]** per sheet. Tabulations of bids will be furnished at **[$X.XX]** per sheet. Tennessee Department of Transportation Standard Drawing Books will be furnished by the Tennessee Department of Transportation at **$100.00** per book plus **9.25%** sales tax, for in-state delivery. The most recent version of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction will be furnished by the Tennessee Department of Transportation at **$12.00** per book plus **9.25%** sales tax, for in-state delivery. There will be a minimum charge of $2.00 on any purchase. All documents will be furnished without refund and transmitted at your risk.

When two or more contractors wish to bid together in a joint venture, each contractor will be required to make a written request for such a proposal to the CITY OF MURFREESBORO Purchasing Department. This request shall be signed by an authorized signatory of each firm.

Requests for joint venture proposals may be made in person or by telephone. However, the proposal for said joint venture will not be issued until the request in writing, as set forth above, is received by the CITY OF MURFREESBORO Purchasing Department.

REJECTION OF PROPOSALS

Proposals will be rejected as irregular if prior to the formal opening of the Proposal all of the following documents have not been signed: (1) the bidder shall sign by written signature the Proposal form, (2) the bidder shall sign by written signature the Proposal Certification form, (3) the bidder shall sign by written signature the Proposal Bond form or the Proposal Guarantee, whichever is applicable, (4) the Agent or Attorney-in-Fact representing a Surety Company shall

sign by written signature the Proposal Bond, if applicable. ~~In addition, Proposals will be rejected if any of the above signatures are a reproduced copy, such as, but not limited to a photostatic copy or a facsimile transmission~~. A copy of these documents must be upload into OpenGov with the Bid documents. An original, dated and valid Power of Attorney for the Attorney-in-Fact must be provided prior to execution of the ~~accompany the Proposal and the~~ Contract. The accompanying Power of Attorney must be dated, and the date must be the exact same date as the date on the Proposal Bond. The Proposal and the Proposal Bond, including the attached Power of Attorney, shall be valid and binding for 60 days subsequent to the date of opening bids.

Proposals shall be completed on the forms as issued. Proposals will be rejected as being irregular if they are not prepared on the prescribed forms; if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind; or if they fail to contain a unit price for each item listed. Proposals may be rejected if any of the unit prices contained therein are mathematically unbalanced, either excessive or below the Engineer's Estimate.

Written alterations to unit prices and extensions of the various items in the bid item sheets of the Proposal or, for computer assisted bids (CAB), in the CAB program generated set of bid item sheets will not be cause for rejection of the Proposal, provided each alteration is made in ink and is initialed by a duly authorized official of the company. In case of conflict between altered unit prices or extensions thereof, the unit price in numerals will govern.

The Plans and Specifications are as much a part of the proposal form as if they were bound therein. All of the documents contained therein are part of the proposal. Proposals shall not be taken apart. Proposals taken apart may be subject to rejection. ~~Photostatic or facsimile copies of Proposal sheets may not be attached to the Proposal~~. Proposals containing forms not issued by the CITY OF MURFREESBORO, Purchasing Department may be subject to rejection.

Proposals will be rejected as irregular if the bidder fails to acknowledge all addenda.

Proposals will be rejected as irregular when submitted by a bidder who is not prequalified and in good standing on the date of letting in accordance with Subsection 102.01 of the Tennessee Department of Transportation Standard Specifications and Chapter 1680-5-3, Prequalification of Contractors, of the Rules of the Tennessee Department of Transportation.

Proposals will be rejected as irregular when submitted by a bidder who is not licensed according to the requirements as detailed above.

Reasonable grounds for believing that there has been collusion among the Bidders will cause a rejection of all Proposals in which the Bidders involved are interested.

ADDENDA

Addenda to the Proposal will be acknowledged by all bidders. Failure to acknowledge receipt of Addendum is grounds for rejection.

RETAINAGE

Effective for all contracts, the CITY OF MURFREESBORO will not hold retainage. In addition, the Contractor will not be able to hold retainage from the subcontractor.

SUBCONTRACTS

Your special attention is called to Section 105 - Control of Work, and Section 108 - Prosecution and Progress of the Tennessee Department of Transportation Standard Specifications, concerning duties of the contractor and subletting of contracts.

CHANGED CONDITIONS

Your special attention is called to Section 104.02 of the Tennessee Department of Transportation Standard Specifications, concerning changed conditions on this contract.

The following information applies to Federal-Aid construction projects:

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

S T A T E **OF** **T E N N E S S E E**
Rev: October 10, 2016 January 1, 2021

SPECIAL PROVISION

REGARDING

EMPLOYING AND CONTRACTING WITH ILLEGAL IMMIGRANTS

The State shall endeavor to do business only with those contractors and subcontractors that are in compliance with the Federal Immigration and Nationality Act. This policy shall apply to all State Contractors including subcontractors. This policy statement is issued to establish implementation guidance to procuring state agencies and contractors reflecting the requirements of *Tennessee Code Annotated* §12-3-309 regarding the employment of illegal immigrants in the performance of state contracts.

1. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the "Attestation form" provided by the Department, semi-annually during the period of this Contract.

2. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract.

3. The Contractor shall maintain records for its employees used in the performance of this Contract. Said records shall include a completed federal Department of Homeland Security Form I-9, *Employment Eligibility Verification*, for each employee and shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated* § 12-3-309 for acts or omissions occurring after January 1, 2007. This law requires the Chief Procurement Officer, Department of General Services, to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a

contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.

For the Purposes of this policy, “illegal immigrant” shall be defined as a non-citizen who has entered the United State of America without federal government permission or stayed in this country beyond the period allowed by a federal government-issued visa authorizing the non-citizen to enter the country for specific purposes and a particular time period.

S T A T E **O F** **T E N N E S S E E**

(Rev. 6-20-11) January 1, 2021

SPECIAL PROVISION

REGARDING

BUY AMERICA REQUIREMENTS

All manufacturing processes for iron and steel products, and coatings applied thereon, used in this project shall occur in the United States except that if the proposal has bid items for furnishing domestic and foreign iron and steel, the bidder will have the option of (1) submitting a bid for furnishing domestic iron and steel, or (2) submitting a bid for furnishing domestic iron and steel and a bid for furnishing foreign iron and steel. If option (2) is chosen, the bid will be tabulated on the basis of (a) the total bid price using the bid price for furnishing domestic iron and steel and, (b) the total bid price using the bid price for furnishing foreign iron and steel.

For the total bid based on furnishing foreign iron and steel to be considered for award, the lowest total bid based on furnishing domestic iron and steel must exceed the lowest total bid based on furnishing foreign iron and steel by more than 25 percent. The 25 percent differential applies to the total bid for the entire project, not just the bid prices for the steel or iron products.

Iron and steel products are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed from iron and steel made in the United States. Iron products are included, however, pig iron and processed, pelletized, and reduced iron ore may be purchased outside the United States.

Manufacturing begins with initial melting and continues through the coating stage. Any process which modifies chemical content, physical size or shape, or the final finish is considered a manufacturing process. Coatings include epoxy, galvanizing, painting or any other surface protection that enhances the value and/or durability of a material.

The contractor shall provide a certification to the Engineer with each shipment of iron and steel products to the project site that the manufacturing processes for the iron and steel products occurred in the United States. No steel shall be placed until the contractor ensures the requirements of this Special Provision are met.

The above requirements do not prevent a minimal use of foreign materials, if the cost of such materials used does not exceed 0.1 percent of the total contract cost or $2,500.00, whichever is greater. If steel not meeting the requirements of this Special Provision is used, the contractor shall provide a written statement to the Department prior to its use indicating where the steel will be incorporated in the work,

the value of the steel, the percentage of the contract amount, and the appropriate invoices shall be submitted as documentation.

The contractor shall be responsible for all cost associated with any steel that is permanently incorporated into the project that does not meet the requirements of this Special Provision without prior written approval from the Department, up to and including removal and replacement.

S T A T E **O F** **T E N N E S S E E**

(Rev. 2-8-21) January 1, 2021
(Rev. 12-9-24)

SPECIAL PROVISION

REGARDING

WATER QUALITY AND STORM WATER PERMITS

Description

This work consists of the conditions that apply to all construction activities on the project pursuant to the following:

1. Section 404 of the Federal Clean Water Act (33 U.S.C. §1344), and all implementing regulations, including without limitation regulations of the U.S. Army Corps of Engineers governing permits for discharges of dredged or fill material into waters of the United States in 33 CFR Part 323; and
2. Section 408 authorized under Section 14 of the Rivers and Harbors Act of 1899 (33 U.S.C.§408), and all implementing regulations, including without limitation regulations of the U.S. Army Corps of Engineers governing changes to USACE Civil Works projects; and
3. The Tennessee Water Quality Control Act (T.C.A. §69-3-101, et seq.) and all implementing regulations, including without limitation the Rules of the Tennessee Department of Environment and Conservation governing NPDES permits in Chapter 400-40-10, and Aquatic Resource Alteration permits in Chapter 400-40-7; and
4. Section 26a of the TVA Act of 1933 as amended (49 Stat. 1079, 16 U. S. C. sec. 831y1.) and all implementing regulations, including without limitation the regulations of the Tennessee Valley Authority governing construction in the Tennessee River System in 18 C.F.R., Part 1304; and
5. The Tennessee Wildlife Resources Agency Reelfoot Lake Watershed Management permit program (T.C.A. section 70-5-1,), and all implementing regulations, including without limitation regulations authorizing any activity, practice, or project which has or is likely to have the effect of diverting surface or subsurface water from the Lake or have the effect of draining or otherwise removing water from Reelfoot Lake; and
6. Coast Guard Bridge Permit (USCG) (Section 9 of the Rivers and Harbors Appropriation Act of 1899) and all implementing regulations, including but not without limitation for projects which impact streams deemed navigable by the U.S. Coast Guard.

Responsibility

Assume all responsibilities of the permittee as indicated in the permit that relates to protection of the "waters of the United States" and/or "waters of the State of Tennessee."

Obtain any additional permits required by the Contractor for off-site waste and/or borrow areas and associated off project work areas.

Sign the Notice of Intent (NOI) form, provided by the Department, indicating acceptance of the stipulations contained in the permit. Submit the signed NOI to the TDOT HQ Construction Division by email within 10 calendar days after submittal of the contract proposal or the Department may at its discretion cancel the award with the Contractor forfeiting the bid bond.

Implement the provisions of the Water Quality (including, but not limited to, TDEC ARAP, USACE 404, TVA Section 26a, Coast Guard, TWRA) and Storm Water [including, but not limited to, National Pollution Discharge Elimination System (NPDES), Statewide Stormwater Management Plan (SSWMP)] Permits and requirements that pertain to construction activities.

Review of the permit provisions, including NPDES Permit provisions the site specific SWPPP, the contract plans, Standard Specifications and contract Special Provisions and find the permit requirements and erosion prevention and sediment control (EPSC) procedures to be reasonable, workable, and binding.

The Contractor shall not be released from the project site responsibilities under the NPDES permit provisions until the Notice of Termination (NOT) is submitted to TDEC by the TDOT Regional Operations Engineer. The NOT is a certification that the construction project is permanently stabilized, and all construction related discharges have ceased. This means that the use of EPSC measures to alleviate concerns of surface erosion and transport of sediment to surface water conveyances or to waters of the state is no longer necessary. Furthermore, it means that permanent controls, hard surfaces and/or vegetation, used on the project are deemed adequate to prevent erosion and sediment transport and no other potential sources of construction-related pollution are on the project.

The Contractor shall not be released from any warranty provided for EPSC plantings, including sod and trees. If the entire project is complete as outlined in **105.15** of the Standard Specifications, the tree plantings shall still be required to meet the requirements of **802** Standard Specifications**.**

NPDES Permit Required Action

Accompany the TDOT EPSC inspector or TDOT consultant on all EPSC inspections of the entire construction project including permitted locations and potentially impacted streams and attend all QA/QC Project Assessments.

EPSC Inspections shall be conducted as required in the most current TN Construction General Permit. EPSC inspections shall be performed on the schedule established in the TN Construction General Permit until the site is permanently stabilized to determine if the permit requirements are being met. Where sites or portion(s) of the construction project have been temporarily stabilized,

the inspections only have to be conducted once per month until construction activity resumes. Written notification of the intent to change the inspection frequency and the justification for such request must be submitted to the TDOT Field Office and the TDEC Central Office before proceeding.

A representative who holds a current TDEC "*Fundamentals of Erosion Prevention and Sediment Control Level I"* certification shall accompany the TDOT EPSC inspector on all required EPSC inspections. The project supervisor(s) shall also hold a current TDEC "*Fundamentals of Erosion Prevention and Sediment Control Level I"* certification. Proof of required personnel training for the individual(s) shall be provided to the TDOT Field Office prior to beginning of construction.

The TDOT EPSC inspector shall document all deficiencies on the required current TDOT EPSC Inspection Report form. Sign the TDOT EPSC Inspection Report form and any supporting documentation indicating that there is agreement with the report, recommendations and repair schedule as stated in the documentation.

Make necessary maintenance and repairs relative to deficiencies in these permit conditions or requirements within 24 hours after an inspection identifies the maintenance or repair need, and/or as directed by the Department, unless conditions make a particular activity impracticable. Any such conditions that make immediate repairs impracticable shall be documented on the inspection report and provided to the TDOT Field Office and be accompanied by an expected repair schedule based on forecasted weather conditions.

Review the site specific SWPPP that will be made available prior to or at the pre-construction conference for any additional EPSC requirements. Sign and submit two copies of the SWPPP signature page provided by the Department in the site specific SWPPP. Submit for review and approval any changes/revisions to the SWPPP to prevent erosion and sediment transport at any time after contract execution. Rejection of any submittals by the Department does not relieve the liability for appropriate Best Management Practices (BMPs).

If at any time during this contract, the requirements for the Water Quality Permits and/or the Storm Water Permits for Construction Related Activities are changed/revised/updated, the Contractor shall be notified in writing by the Department of such requirements. Comply with the new requirements within 30 days of the Department notification.

If at any time that sedimentation is occurring or has occurred in streams impacted by the project, immediately notify the TDOT Field Office to evaluate the EPSC measures employed. A determination of the cause for sedimentation will be made by the Department. Immediately repair or replace defective EPSC measures and install, as applicable, additional or other EPSC measures with the goal of eliminating future sedimentation. Once a remediation plan is provided by the Department, within 24 hours after notification, begin the remediation as required. Based on the cause of sedimentation, the Department will determine if the cost of remediation will be performed at the Contractor's expense.

Failure to Comply

In the event a Notice of Noncompliance, Notice of Violation, Notice of Deficiency, or Order is issued by any State or Federal Agency on this project, any required corrective action and all fines will be the sole responsibility of the Contractor as outlined in **107.01** of the Standard Specifications.

Failure to comply or take immediate corrective actions required within 24 hours, unless documented conditions make a particular maintenance or repair activity impracticable immediately, shall be reason for the Department to suspend all other work on the Project, except EPSC and traffic control. The Department will apply non-refundable deductions of monies from the Contract per calendar day from monies due to the Contractor for any EPSC work on the Project. This deduction can be made for each location, as determined by the Department, for each calendar day that the deficiency is allowed to remain and charged as item description *"Failure to Comply with Permit Deduction"*. A deduction shall be made from monies due the Contractor, not as a penalty, but as liquidated damages, as indicated in **108.09** of the Standard Specifications.

If the necessary corrections/adjustments are not done in a timely manner as required, the Department will implement the provisions of **209.07** and **109.08** of the Standard Specifications that provides for the Department making repairs and recovering the costs thereof from the Contractor.

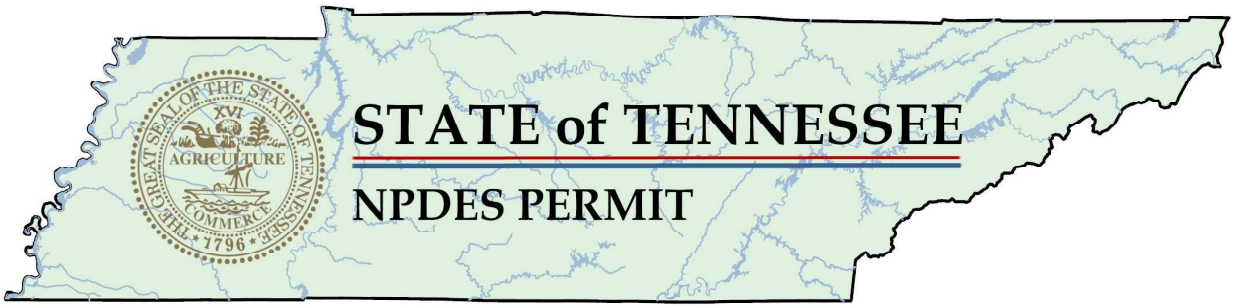
The Department will not participate in any payment or reimbursement for fines and will not authorize time extensions due to delays in project progress for work stoppage, to remedy the violations stated within the NOV, as stated in **105.01** of the Standard Specifications**.**

Spill Prevention, Control, and Countermeasure

To help prevent the discharge of oil into navigable waters, the U.S. Environmental Protection Agency (EPA) developed the Spill Prevention, Control, and Countermeasure (SPCC) Program. The SPCC Program is under the authority of Section 311 (j)(1)(C) of the Federal Water Pollution Control Act (Clean Water Act) in 1974. The rule may be found at Title 40, Code of Federal Regulations (CFR), Part 112. Additional information regarding the preparation and requirements of a SPCC Plan can be found at: Overview of the Spill Prevention, Control, and Countermeasure (SPCC) Regulation | US EPA

If applicable based upon the total aggregate capacity of aboveground oil storage, develop a site specific SPCC Plan per EPA requirements. This plan shall be provided to the TDOT Field Office as part of the required submittals during the project Pre-Construction Meeting or at which time the conditions on the project site meet the applicable criteria. If applicable, obtain any other necessary local, state, and federal permits as applicable. The SPCC Plan and/or permits shall be kept on-site.

Comply with all aspects of the site specific SPCC Plan including but not limited to performing any required inspections as directed by the SPCC Plan as well as implementing material and spill management practices per the project's SWPPP. In the event, where a release containing a hazardous substance in an amount equal to, or in excess of a reportable quantity established under either 40 CFR 117 or 40 CFR 302 occurs during a 24-hour period, immediately notify the TDOT Field Office.



TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102

Tracking No. TNR246655

Notice of Coverage (NOC) under the General NPDES Permit for
STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES (CGP)

Under authority of the Tennessee Water Quality Control Act of 1977 (T.C.A. 69-3-101 et seq.) and the delegation of authority from the United States Environmental Protection Agency under the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (33 U.S.C. 1251, et seq.) in accordance with effluent limitations, monitoring requirements and other conditions set forth herein. CGP requirements and permit overview are located here. Your coverage under the CGP shall be terminated upon receipt of Notice of Termination (NOT).

Construction Project:	**Mercury Boulevard Pedestrian Facilities Improvement Project**
Area of Disturbance:	**4.61 acres**
Master Tracking Number:	**TNR246655**
Permittee Name:	**City of Murfreesboro, TN**
Project Name:	**Mercury Boulevard Pedestrian Facilities Improvement Project**
is authorized to discharge:	stormwater associated with construction activities
from facility location:	**Middle Tennessee Boulevard to Minerva Drive, Murfreesboro, TN 37130, Rutherford County**
to receiving waters named:	**Sinking Creek**
Effective date:	**03/17/2023**
Expiration date:	**09/30/2026**
Contractors:	**no contractor identified**

No Exceptional Tennessee Waters were identified by TDEC.
TDEC identified likely presence of threatened or endangered species downstream from the site. See CGP Section 1.3.
CN-0759 RDA 2366

Print

S T A T E **O F** **T E N N E S S E E**

(Rev. 6-20-22) January 1, 2021
(Rev. 9-7-22)

SPECIAL PROVISION

REGARDING

EQUAL EMPLOYMENT OPPORTUNITY

Electronic Code of Federal Regulations (e-CFR):
23 CFR 230 Chapter 1 Subchapter C Appendix A to Subpart A

Specific Equal Employment Opportunity Responsibilities

General

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) The contractor will work with the Tennessee Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c) The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors). The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

Equal Employment Opportunity Policy

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

> It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability. Such action shall include employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

Equal Employment Opportunity Officer

The contractor will designate and make known to the Tennessee Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

Dissemination of Policy

a) All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

   1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

   2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

   3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

b) In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees, and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:

1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

Recruitment

a) When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b) The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended).

c) The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability. The following procedures shall be followed:

a) The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b) The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c) The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d) The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

Training and Promotion

a) The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b) Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Special Provision Regarding Training Program Requirements is provided under this contract, this subparagraph will be superseded as indicated therein.

c) The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d) The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

Unions

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a) The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b) The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c) The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the Tennessee Department of Transportation and shall set forth what efforts have been made to obtain such information.

d) In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the Tennessee Department of Transportation.

Subcontracting

a) The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from the Tennessee Department of Transportation.

b) The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

Records and Reports

a) The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

   1) The number of minority and non-minority group members and women employed in each work classification on the project.

   2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women. (Applicable only to contractors who rely in whole or in part on unions as a source for their work force),

   3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

   4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b) All such records must be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the of the Tennessee Department of Transportation and the Federal Highway Administration.

c) The contractors will submit an annual report to the Tennessee Department of Transportation each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision," the contractor will be required to furnish Form FHWA 1409.

d) The contractor and subcontractors will be required to complete other reports as instructed by the Engineer.

e) Current estimates may be withheld by the Engineer when reports are not received within the above specified time limits.

S T A T E **O F** **T E N N E S S E E**

(Rev. 6-20-22) January 1, 2021
(Rev. 9-7-22)

SPECIAL PROVISION

REGARDING

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY

CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

Electronic Code of Federal Regulations (e-CFR):
41 CFR 60-4.3 Equal Opportunity Clauses

1) As used in these specifications:

   a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d) "Minority" includes:

      I. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      II. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese Culture or origin, regardless of race);

      III. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      IV. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.

3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a though p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specification, Executive Order 11246, or the regulations promulgated pursuant thereto.

6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction

project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organization's responses.

c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under 7.b) above.

f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screenings procedures, and tests to be used in the selection process.

j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriation training, etc., such opportunities.

m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p) Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of

the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women, generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12) The Contractor shall carry out such sanctions and penalties for violations of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

S T A T E **O F** **T E N N E S S E E**

(Rev. 6-20-22) January 1, 2021

SPECIAL PROVISION

REGARDING

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

Electronic Code of Federal Regulations (e-CFR):
41 CFR 60-4.2 -- Solicitations

1) The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

County	Goals for Female Participation in each Trade
All Counties	6.9

County	Goals for Minority Participation for each Trade
Lincoln	11.2
Hamilton, Marion, Sequatchie	12.5
Bledsoe, Bradley, Grundy, McMinn, Meigs, Monroe, Polk, Rhea	8.6
Carter, Hawkins, Sullivan, Unicoi, Washington	2.6
Greene, Hancock, Johnson	3.2
Anderson, Blount, Knox, Union	6.6
Campbell, Claiborne, Cocke, Cumberland, Fentress, Grainger, Hamblen, Jefferson, Loudon, Morgan, Roane, Scott, Sevier	4.5

County	Goals for Minority Participation for each Trade
Montgomery	18.2
Davidson, Cheatham, Dickson, Robertson, Sumner, Williamson, Wilson, Rutherford	15.8
Bedford, Cannon, Clay, Coffee, Dekalb, Franklin, Giles, Hickman, Houston, Humphreys, Jackson, Lawrence, Lewis, Macon, Marshall, Maury, Moore, Overton, Perry, Pickett, Putnam, Smith, Stewart, Trousdale, Van Buren, Warren, Wayne, White	12.0
Shelby, Tipton	32.3
Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale, McNairy, Madison, Obion, Weakley	26.5

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from Project to Project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3) The Contractor shall provide written notification to the Director of Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation.

U.S. Department of Labor – Regional Office
Office of Federal Contract Compliance Program
61 Forsyth Street, Room 7B75
Atlanta, GA 30303

The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

S T A T E **O F** **T E N N E S S E E**

(Rev. 9-7-22) January 1, 2021
(Rev. 5-1-25)

SPECIAL PROVISION

REGARDING

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

LOCAL GOVERNMENT

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. Accordingly, Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum appropriate opportunity to participate in the performance of this contract or in the performance of subcontracts to this contract. In this latter regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the award of subcontracts.

The Contractor shall submit to the Local Programs and Community Investments Division (LPCID) copies of any subcontract agreements with DBEs upon execution. The Contractor shall identify all DBE subcontractors at the Preconstruction Conference and indicate the approximate date for each DBE subcontractor's appearance on the project. Before terminating a DBE subcontractor or any portion of its work, the Contractor must give notice in writing to the DBE subcontractor, with a copy to TDOT's Civil Rights Division Small Business Development Program (CRD-SBDP) of its intent to terminate DBE or any portion of its work including the reason for the request.

The Contractor shall provide notification to the Project Supervisor at least 24 hours prior to each DBE beginning work. The Project Inspector must complete a "Commercially Useful Function Checklist" to document the first date of work, work items, equipment, and forces of each DBE. The Contractor shall take full responsibility for the performance of a Commercially Useful Function (CUF) by all DBE subcontractors, manufacturers, and materials suppliers who work on or provide materials for the project.

The Contractor shall provide a monthly payment certification to the Local Government Liaison entitled "DBE Prompt Payment Form" (Form 8-29). This must be completed by the Prime Contractor to certify each month that payment has been made to the appropriate subcontractors and submitted monthly to LPCID. The DBE Prompt Payment Form shall be submitted monthly beginning no later than sixty (60) days after payment of the first estimate. Payments must abide by the conditions set in T.C.A. § 12-4-707.

Prior to receiving final payment, the Contractor shall provide to the Local Government Liaison (who shall forward to CRD-SBDP) certification of the dollars paid to each DBE firm, using "Certification Regarding Money Paid to Disadvantaged Business Enterprises (CC-3)", (Form 8-35). The certification shall be dated and signed by a responsible officer of the Contractor and by a responsible officer of the DBE. Falsification of this certification may result in the removal or suspension of DBE certification and or formal enforcement actions, including civil actions for false claims, suspension and debarment proceedings, or other administrative actions affecting bidder qualifications.

The Contractor and all subcontractors shall retain, for a period of not less than three (3) years after final acceptance of a project, copies of canceled checks or other documentation that substantiates payments to DBE firms. These records shall be available at reasonable times and places for inspection by authorized representatives of the Department and various Federal Agencies.

The Contractor is advised that failure to carry out the requirements as set forth above shall constitute a breach of contract, and after notification by the Department, may result in termination of the contract or other remedy as the Department deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments:

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible.

The Title VI and nondiscrimination provisions of USDOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

S T A T E **O F** **T E N N E S S E E**

(Rev. 6-20-22) January 1, 2021
(Rev. 9-7-22)
(Rev. 3-1-23)
(Rev. 5-1-25)

SPECIAL PROVISION
REGARDING
DBE CONTRACT GOAL
LOCAL GOVERNMENT

Electronic Code of Federal Regulations (e-CFR):
49 CFR 26

All contractors shall pursue affirmative action requirements to encourage and increase participation of firms certified as a Disadvantaged Business Enterprise (DBE) as set forth in this special provision and in accordance with 49 CFR Part 26. The bidder shall arrange for the percentage of the work specified on the cover of the Proposal Contract to be performed by Tennessee Uniform Certification Program (TNUCP) Disadvantaged Business Enterprises (DBEs) or otherwise clearly demonstrate adequate good faith efforts as described herein. All payments must follow the conditions set by the most current T.C.A. § 12-4-707.

The Contractor shall take full responsibility for ensuring the performance of a "Commercially Useful Function" (CUF), as defined in 49 CFR Part 26, by all DBE subcontractors, manufacturers, and materials suppliers who work on the project or provide materials for the project.

A. Disadvantaged Business Enterprise Policy

The Contractor shall abide by the following provision and include in all subcontract agreements the following provision, which is designed to promote full participation of DBEs as suppliers and subcontractors through a continuous, positive result-oriented program on contracts let by the Department:

> *The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation- assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but is not limited to:*
>
> 1) *Withholding monthly progress payments;*
> 2) *Assessing sanctions;*
> 3) *Liquidated damages; and/or*
> 4) *Disqualifying the contractor from future bidding as non-responsible.*
>
> *The Title VI and nondiscrimination provisions of USDOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.*

B. Counting DBE Participation toward Meeting Goals

The Contractor shall count DBE participation toward goals in accordance with 49 CFR Part-26. If the DBE performs a CUF on the contract including those functions as a subcontractor, expenditures to a DBE contractor count toward DBE goals. A DBE performs a CUF when it is responsible for execution of the specified work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable), and paying for the material itself. The work performed by the DBE firm shall be necessary and useful to the completion of the contract, and consistent with normal highway construction industry practices in Tennessee. Work performed by a DBE firm in a particular transaction may be counted toward the goal only if the Department determines that it involves a CUF. The determination is verified by the "Commercially Useful Function Checklist" and the requirements of 49 CFR Part 26.

> *Note: In accordance with 49 CFR 26.55(c), to determine whether a DBE is performing a CUF, the Department must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is performing, and the DBE credit claimed for its performance of the work, and other relevant factors. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department must examine similar transactions, particularly those in which DBEs do not participate.*
>
> *When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption. The Department may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.*

The bidder may count the following DBE expenditures involving a CUF towards the DBE goal:

1. Projects where the DBE is the Prime Contractor

The entire portion(s) of the contract to be completed by certified DBE firm's own forces will be counted toward meeting the goal. This will also include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE. Items of the contract subcontracted to non-DBE firms will not be counted toward the goal.

> *Note: If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected within normal industry practice for the type of work involved, the Department must presume that it is not performing a commercially useful function.*

2. Portions of a Bid from a Joint Venture

When a DBE performs as a participant in a joint venture, only the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces will count toward DBE goals. A bid from a joint venture between a DBE and a non-DBE Contractor shall include an explanation of DBE commitments on Form 8-5, which must be approved by the Civil Rights Division - Small Business Development Program (CRD-SBDP) and Local Programs and Community Investments Division (LPCID) prior to the letting. Only the DBE's portion will be counted toward the goal. Joint venture agreements have to be approved separately from the bid documents, prior to the awarding of the contract.

3. DBE Subcontractors

The DBE subcontractor shall assume contractual responsibility for provision of materials and supplies, subcontracted work, or other commercially useful functions of the items of work subcontracted to them. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward the DBE goal only if the DBE's subcontractor is also a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goal. Cost of materials purchased from, or the cost of equipment leased from the non-DBE Contractor will not count toward the project DBE commitment. Prior written approval must be obtained from the CRD- SBDP for any DBE use of the Contractor's personnel or equipment.

4. DBE Manufacturers

The Contractor may count toward the DBE goal 100% of its expenditures for materials and supplies required under a contract and obtained from a DBE manufacturer only if the DBE owns (or leases) and operates a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. Manufacturing includes blending or modifying raw material or assembling components to create the product to meet contract specifications. When a DBE makes minor modifications to the materials, supplies, articles, or equipment, the DBE is not a manufacturer. Minor modifications are additional changes to a manufactured product that are small in scope and add minimal value to the final product.

5. DBE Regular Dealers (Material Suppliers)

The Contractor may count toward the DBE goal 60% of its expenditures for materials and supplies (including transportation costs) required under a contract and obtained from a DBE regular dealer. For purposes of this section, a regular dealer is a firm that owns (or leases) and operates a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are bought, kept in sufficient quantities, and regularly sold or leased to the public in the usual course of business. Items kept and regularly sold by the DBE are of the "general character" when they share the same material characteristics and application as the items specified in the contract. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A firm may be a regular dealer in such bulk items as petroleum products, steel, concrete or concrete products,

gravel, stone, or asphalt without owning, operating, or maintaining a place of business where such products are bought, kept in stock, and regularly sold to the public if the firm owns and operates the distribution equipment to deliver the products. Any supplementing of the regular dealer's own distribution equipment must be by a long-term operating lease and not on an ad hoc or contract-by-contract basis. Any lease containing the terms of the agreement shall be made available to and must be sent to the Local Government Liaison and approved in writing by CRD-SBDP. A DBE supplier of items that are not typically stocked due to their unique characteristics should be considered in the same manner as a regular dealer of bulk items. If the supplier of these items does not own or lease distribution equipment, it is not regular dealer.

6. DBE Distributors and Other DBE Suppliers

The Contractor may count toward the DBE goal 40% of its expenditures for materials and supplies required under a contract and obtained from a DBE distributor that does not qualify as a DBE regular dealer. For the purposes of this section, a DBE distributor is an established business that engages in the regular sale or lease of the items specified by the contract. The firm assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance.

With respect to materials or supplies purchased from a DBE that is neither a manufacturer, a regular dealer, nor a distributor count the entire amount of fees or commissions charged that the Department deems to be reasonable, including transportation charges for the delivery of materials or supplies. The cost of the materials and supplies themselves shall not count toward DBE goals.

7. Transportation or Hauling of Materials

The Contractor may count towards the DBE goal hauling in either DBE-owned trucks or in trucks leased to or by DBE firms. The verification of truck drivers employed by DBE firms will continue to be by submission of payrolls independent from any Davis-Bacon regulations. Use the following factors in determining whether a DBE trucking company is performing a CUF:

a. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
b. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
c. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
d. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services that the lessee DBE provides on the contract.
e. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased

trucks equipped with drivers not to exceed the value of transportation services provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non- DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement. If the DBE chooses this approach, it must submit a request to the Local Government Liaison and obtain written consent from the CRD- SBDP.

f. The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the value of these hauling services.

g. For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

h. Prior to hauling, the Contractor and DBE shall provide the Local Government Liaison a complete list of trucks that will be used on the project for DBE goal participation. A revised list will be required any time the trucks used changes. The Contractor and DBE must be able to adequately document the actual amount of hauling eligible for DBE goal participation.

8. Contracted Labor / Temporary Employment Agencies

The Department will count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the contract; provided, however, the Department must find the fee to be reasonable and not excessive as compared to the fees customarily allowed for similar services.

C. Contract Award Procedures

The established DBE goal will be shown on the proposal as a percent of the total amount bid. If the total proposed DBE work submitted with the bid is less than the percentage participation goal set by the Department, the bidder shall, within three (3) business days from the bid openings, either propose sufficient additional DBE participation to meet the goal or clearly demonstrate by documentation that good faith efforts were made to meet the goal.

1. Bidder's Responsibility

It is the bidder's responsibility to determine the level of professional competence and financial responsibility of any proposed DBE subcontractor. The bidder shall ascertain that the proposed DBE subcontractor has suitable experience and equipment to perform a commercially useful function for work that is common industry practice in the Tennessee highway construction industry.

The Contractor shall develop and maintain records of negotiations with DBEs to reach agreeable prices, quotations, and work schedules, including but not limited to a record of dates when the Contractor first contacted each DBE.

2. DBE's Responsibility

Before bidding and subsequently entering into a contract (as a contractor or subcontractor), the DBE should consider the scope and size of the project, as well as whether it is certified to receive credit for the type of work performed. As with any contract, this is a legally binding document and should be performed to the best of one's ability. However, should a DBE ever have to withdraw from a contract, it shall provide written documentation to the Contractor and Local Government Liaison (with a copy sent to CRD-SBDP). A DBE should only withdraw when there is no other option, as non-completion of its duties may result in temporary disqualification of a prequalified bidder or subcontractor by suspending the privilege of bidding on Department contracts or becoming an approved subcontractor, as outlined in Chapter 1680-05-03 Prequalification of Contractors Rules of the Department.

3. Proposals with Established Project DBE Goals

For proposals with established project goals, the bidder will be required to complete Form 8-5: DBE Award Information. The bidder shall list the following information on each Form 8-5 that is submitted:

a. The names and addresses of all DBE firms being used or being considered for use under the contract as part of the bidder's DBE commitment.
b. The work classification(s) for each DBE on the contract. Each DBE must be certified in a NAICS code applicable to the kind of work the firm would perform.
c. The "Amount to DBE" which has been committed to each DBE firm for use on the contract.
d. Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the Contractor's commitment. Each DBE listed to perform as a regular dealer or distributor must confirm participation according to requirements of the USDOT DBE Regular Dealer/Distributor Affirmation Form.
f. All other requested information that is on Form 8-5.
g. DBE quote(s)
h. Dealer/Distribution Form for Suppliers

Submit the quote from the DBE and the completed DBE Form 8-5 within three (3) business days after the bid opening. Failure to provide the quote and the completed form or documentation clearly evidencing a good faith effort, as detailed in Section 4 below, within three (3) business days after the bid opening may cause the bid to be rejected as irregular. Only certified DBE firms may be used. Contractor may access certification information by viewing the TNUCP DBE Directory website.

When DBE goal projects are involved and the Contractor subcontracts to a non- DBE, and the non-DBE subcontractor in turn subcontracts to a DBE as a second-tier subcontractor, the Contractor must affirm in writing his/her knowledge and approval of such an arrangement. Recognition of a second-tier arrangement with a DBE subcontractor for goal work must be forwarded by the Local Government Liaison to the CRD-SBDP Director for

verification, in writing, prior to any work being performed by the DBE which is intended to be counted toward the goal.

4. Bidder Selection and Good Faith Efforts

a. Bidders shall submit proposals that meet the DBE goal or shall submit documentation clearly evidencing that they made a good faith effort to meet the DBE goal. Contractors who meet or exceed the contract goal will be assumed to have made good faith efforts to utilize DBE firms. DBE firms who bid as Prime Contractors will be considered to have met the goal.

b. In making a fair and reasonable judgment as to whether the bidder has made adequate good faith efforts, the Department shall consider quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The following list of factors is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases. In any event, the Department may consider whether the bidder:

1) Selected portions of the work likely to attract DBE participation. The total dollar value of the portions selected should meet or exceed the contract DBE goal. If it is necessary, the bidder should break down subcontracts into economically feasible units in order to facilitate participation.

2) Provided notice to a reasonable number of specific DBEs, including those not regularly used by the bidder, that their participation in the contract is being solicited in sufficient time to allow them to participate effectively.

3) Provided interested DBEs with adequate information about the plans, specifications, and requirements of the contract.

4) Advertised in trade association publications or minority-focused media concerning participation opportunities.

5) Effectively used the services of available minority community organizations, minority contractors' groups, local, state, or federal minority business assistance offices, or other organizations that provide assistance in the recruitment and placement of DBEs.

6) Negotiated in good faith with interested DBEs, including not rejecting DBEs as unqualified lacking sound reasons based on a thorough investigation of their capabilities.

7) Made efforts to assist interested DBEs in obtaining bonding or insurance required by the bidder.

8) Submitted all quotations received from DBEs, and for those quotations not accepted, an explanation of why the DBE was not accepted including price comparisons. Receipt of a lower quotation from a non-DBE will not in itself excuse a bidder's failure to meet the contract goal.

9) Has adequate records of its contacts and negotiations with DBEs.

c. If the Contractor has not met the DBE goal or submitted documentation clearly evidencing good faith efforts within three (3) business days after the bid opening, the Contractor's bid will be considered non-responsive and may be cause for the

forfeiture of the Proposal Guaranty which shall become the property of the Department, not as penalty, but as liquidated damages. The Department then may reject the bid or consider the next lowest responsive bid for award.

As soon as practical after contract award, the Contractor shall submit copies of all binding subcontracts and purchase orders with DBEs to the LPCID to be forwarded to CRD-SBDP.

No progress estimate shall be processed until copies of all binding subcontracts and purchase orders with DBEs have been received.

5. Joint Checking Allowance for DBE

A DBE must receive pre-approval by the Department before using a joint check. Joint check requests shall be submitted by the DBE to the Local Government Liaison and forwarded to CRD-SBDP prior to the subcontract agreement.

The following are some general conditions that must be met regarding joint check use:

a. The second party (typically the Contractor) acts solely as a guarantor.
b. The DBE must release the check to the supplier.
c. The use of joint checks must be a commonly recognized business practice in the industry.
d. The DBE remains responsible for all other elements of 49 CFR Part 26.55(c)(1).
e. The DBE is not required to use a specific supplier nor the Contractor's negotiated unit price.
f. The DBE shall submit receipt/copy of cancelled checks to CRD- SBDP.

D. Construction Requirements

1. Preconstruction Conference

The Contractor shall identify all DBE subcontractors and indicate the approximate dates for their appearance on the project. The Local Government Liaison will review the contract information to verify the actual work to be performed by the DBE subcontractors and will review any lease agreements allowed as part of the DBE commitment. Information submitted shall match Form 8-5.

2. Process for Removal of a DBE

At no time shall a DBE, or any portion of its work, be terminated without prior written consent from CRD-SBDP. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the contract. This requirement includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. The Contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor contacts the Local Government Liaison to obtain the CRD-SBDP's written consent as provided herein. Absent such written consent, the Contractor must not be entitled to any payment for work or material unless it is by the listed DBE. The CRD-SBDP may provide such written consent only if it agrees that the Contractor has good cause to terminate the listed DBE firm or any portion of its work, as further described below.

Before terminating a DBE or any portion of its work on a project that includes SP1247LG in the Contract Proposal, the Contractor must give notice in writing to the DBE subcontractor, with a copy to the Local Government Liaison and CRD-SBDP, of its intent to request to terminate a DBE or any portion of its work including the reason for the request.

The Contractor must then give the DBE five (5) days to respond to the Contractor's notice. The DBE shall then advise the Local Government Liaison and CRD-SBDP and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the CRD-SBDP should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the CRD-SBDP may provide a response period shorter than five (5) days.

If approval is granted for removal or any portion of its work, CRD-SBDP will submit a letter to the Contractor and the DBE. If work committed to a DBE is reduced due to overestimations made prior to award, the Contractor must demonstrate good faith efforts to include additional DBE participation to the extent needed to meet the contract goal.

The good faith efforts shall be documented by the Contractor. If requested by the CRD-SBDP, the Contractor shall submit the documentation within seven (7) days, which may be extended for an additional seven (7) days, if necessary, at the request of the Contractor, and the CRD-SBDP shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

The Contractor has the responsibility to comply with 49 CFR Part 26.53(f) and all applicable policies and regulations.

Reasons for termination of a DBE or any portion of its work must meet the reasons for good cause as outlined in the current 49 CFR Part 26.53(f), which include, but are not limited to, circumstances in which the listed DBE subcontractor:

a. Fails or refuses to execute a written contract.

b. Fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor.

c. Fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.

d. Becomes bankrupt, insolvent, or exhibits credit unworthiness.

e. Becomes ineligible to work on public works projects because of suspension and debarment proceedings pursuant with 2 CFR Parts 180, 215, and 1200 or applicable state law.

f. Is not a responsible subcontractor, as determined by the Department.

g. Voluntarily withdraws from the project and provides written notice to the Contractor of its withdrawal.

h. Is ineligible to receive DBE credit for the type of work required.

i. Is unable to complete its work on the contract as a result of death or disability of an owner; and/or

j. For other documented good cause, the Department may elect to compel the termination of the DBE subcontractor; provided that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged, or so that the Contractor can substitute another DBE or non-DBE subcontractor after contract award.

3. Brokering of work by DBEs is not allowed and is a material breach of contract. A DBE firm involved in brokering of work may result in removal or suspension of DBE certification and/or formal enforcement actions, including civil actions for false claims, suspension and debarment proceedings, or other administrative actions affecting bidder qualifications. Any firm involved in brokering of work that engages in willful falsification distortion, or misrepresentation with respect to any facts related to the project shall be referred to the U. S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 641. Contractor shall place this provision in all subcontracts with DBEs.

4. The Contractor shall provide notification to the Project Supervisor at least 24 hours prior to each DBE beginning work. A Project Inspector must complete a Commercially Useful Function (CUF) Checklist to document the first date of work, work items, equipment, and forces of each DBE.

5. The Contractor shall provide a monthly payment certification to the Local Government Liaison entitled "DBE Prompt Payment Form" (Form 8-29). This must be completed by the Prime Contractor to certify each month that a payment has been made to the appropriate subcontractors and submitted monthly to LPCID.

The DBE Prompt Payment Form shall be submitted monthly beginning no later than sixty (60) days after payment of the first estimate. Payments must abide by the conditions set in T.C.A. § 12-4-707.

6. The Department will hold estimate payment if previously listed information is not submitted. Reasons for non- payment to a DBE could include the following:

a. Whether the DBE is performing satisfactorily.

b. Whether the Contractor has reason to believe the DBE is not performing a commercially useful function, and if so, why, and what steps the Contractor is taking to rectify the situation.

In the event the Contractor reports questions in relation to prompt payment regarding whether a DBE is independent and performing a commercially useful function and takes appropriate steps promptly to address the issue, then the Department will take this effort into account when considering Contractor compliance measures as described below. Payments must abide by the conditions set in TCA 12-4-707.

E. Post Construction Requirements

Prior to receiving final payment, the Contractor shall provide to the Local Government Liaison (who shall forward to the CRD-SBDP) certification of the dollars paid to each DBE firm, using "Certification Regarding Money Paid to Disadvantaged Business Enterprises (CC-3), (Form 8-35). The certification shall be dated and signed by a responsible officer of the Contractor and by a responsible officer of the DBE. Falsification of this certification may result in removal or suspension of DBE certification and/or formal enforcement actions, including civil actions for false claims, suspension and debarment proceedings, or other administrative actions affecting bidder qualifications. The final estimate will not be paid to the Contractor until proper certifications including CC-3 have been made.

F. Required Records

The Contractor and all subcontractors shall retain, for a period of not less than three (3) years after final acceptance of a project, copies of canceled checks or other documentation that substantiates payments to DBE firms. These records shall be available at reasonable times and places for inspection by authorized representatives of the Department and various Federal Agencies. Copies shall be provided to the Department if requested.

G. Contractor Compliance

If the Contractor fails to comply with Special Provision 1247LG and/or 49 CFR Part 26, including failure to obtain goal where a good faith effort was not accepted, the Department shall take one or a combination of the following steps:

1. Withhold from the Contractor the monetary value of the unattained goal percentage plus an additional 10% for engineering costs, not as penalty but as liquidated damages.

2. Suspend the Contractor from participation in Department bid lettings pursuant to rules promulgated by the Department.

3. For repeated failures to comply, debar the Contractor pursuant to rules promulgated by the Department.

4. Invoke other remedies available by law and/or in the contract.

5. Invoke any other lawful remedy agreed upon by the Commissioner and the Contractor in writing.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

TENNESSEE DEPARTMENT OF TRANSPORTATION

2025 MINIMUM WAGE SCALES FOR FEDERAL AID HIGHWAY CONSTRUCTION

"General Decision Number: TN20250147 01/03/2025

Superseded General Decision Number: TN20240147

State: Tennessee

Construction Type: Highway

Counties: Tennessee Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

SUTN2016-001 07/13/2016

	Rates	Fringes
BRICKLAYER	$ 14.26 **	
CARPENTER	$ 17.52 **	
CEMENT MASON/CONCRETE FINISHER	$ 15.55 **	
ELECTRICIAN	$ 24.08	
IRONWORKER		
Reinforcing	$ 16.29 **	
Structural	$ 16.89 **	
LABORER		
Common/Unskilled	$ 13.11 **	
Skilled		
Air Tool Operator, Asphalt Raker, Chain Saw Operator, Concrete Mixer (less than 1 yd), Concrete Rubber, Edger, Fence Erector, Form Setter (steel), Guard Rail Erector, Mechanic's Tender (tire changer or oiler), Mortar Mixer, Nozzleman or Gun Operator (gunite), Pipelayer, Sign Erector	$ 15.27 **	
PAINTER (INCLUDES SANDBLASTER)	$ 26.36	
POWER EQUIPMENT OPERATOR:		

GROUP 1
Backhoe/Hydraulic Excavator (3/4 yd & over), Crane (less than 20 Tons), End Loader (3 yd & over), Motor Patrol (finish),Piledriver, Dragline.....$ 19.14
GROUP 1A
Drill Operator (Caisson)...$ 25.26
Farm Tractor Operator (Power Broom).....$ 13.50 **
GROUP 2
Backhoe/Hydraulic Excavator (less than 3/4 yd), Bulldozer or Push Dozer, End Loader (less than 3 yd), Motor Patrol (rough), Tractor (crawler/ utility), Truck Driver (Heavy Duty, Off Road) Scraper, Shovel, or Trenching Machine.....$ 17.08 **
GROUP 3
Asphalt Paver, Concrete Finishing Machine, Concrete Paver, Scale, Spreader (self-propelled), Concrete Grinder, Asphalt Milling Machine, Boring Machine (horizontal).....$ 17.75
GROUP 4
Bobcat, Central Mining Plant, Concrete Pump, Concrete Saw, Curb Machine (automatic or manual), Dozer or Loader (stockpile), Drill (piling), Mulcher or Seeder, Rock Drill (truck mounted), Roller (asphalt), Roller (compaction self-propelled), Soil Stabilization Machine, Tractor (boom and hoist), Bituminous Distributor Machine, pump, Track Drill, Striping Machine....$ 16.48 **
Heavy Duty Mechanic.....$ 20.33
Light Duty Mechanic.....$ 19.53

Sweeping Machine (Vacuum)

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      Operator...................$ 15.56 **
     GROUP 5
      Crane (over 20 Tons).......$ 20.44

TRUCK DRIVER
     2 axles....................$ 15.36 **
     3-4 axles..................$ 14.86 **
     5 or more axles............$ 16.27 **
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WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 ($17.75) or 13658
($13.30).  Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017.  If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking.  Additional information
on contractor requirements and worker protections under the EO
is available at
https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (iii)).


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The body of each wage determination lists the classifications
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and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union

prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be

directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

S T A T E O F T E N N E S S E E
(Rev. 08-29-19) January 1, 2015
City of Murfreesboro
Rutherford County

SPECIAL PROVISION

REGARDING

SECTION 730 – TRAFFIC SIGNALS

DESCRIPTION

730.01 Description of Work

This work consists of furnishing and installing all necessary materials and equipment to complete in-place traffic signal systems, modify existing systems, or both, all as shown on the Plans or the Standard or Special Details, and as specified in these Specifications. Unless otherwise shown on the Plans or specified in the Special Provisions, all materials shall be new.

Where existing systems are to be modified, incorporate the existing material into the revised system, salvage it, or abandon it as specified or as directed by the Engineer.

Furnish and install all incidental parts that are not shown on the Plans or specified herein, but that are necessary to complete the traffic signal or other electrical systems, or that are required for modifying existing systems, as though such parts were shown on the Plans or specified herein. Include the costs of such incidentals in bid price for other items. All systems shall be complete and in operation to the Engineer's satisfaction at the time of completion of the work.

GENERAL REQUIREMENTS

730.02 Regulations and Code

Ensure that all equipment provided conforms to NEMA Standards Publication, Traffic Control Systems, latest revision, or the Radio Manufacturers Association, whichever is applicable. In addition to the requirements of these Specifications, the Plans, and the Special Provisions, all material and work shall conform to the requirements of the NEC and the NESC; the Standards of ASTM, ANSI, ITE, and IMSA; the MUTCD; and other applicable local ordinances.

Wherever reference is made to the NEC, or the Standards mentioned above, consider the reference to mean the code or standard that is in effect on the date of advertising the bids or authorization for force account.

730.03 Submittal Data Requirements

Within 30 days after the issuance of the work order, submit to the Engineer, the Traffic Operations Division, and the local entity (city or county engineer), one collated set of the manufacturer's descriptive literature and technical data that fully describes the types of signal equipment proposed for use. In the descriptive literature, identify the

manufacturer and models and include sufficient information for the Engineer to determine if the equipment or material meets the requirements of the Plans and these Specifications. Include with these sets of submittal data a list of the materials submitted along with descriptive material for, but not limited to, the following items:

1. Controller
2. Cabinet and Exhaust Fan
3. Detectors
4. Signal Heads including Lamp Information and Mounting Hardware
5. Loop Wire and Loop Sealant
6. Shielded Detector Cable
7. Signal Cable
8. Cable for Span Wire, Guys, and similar features
9. Pull Boxes
10. Conduit
11. Coordination Equipment
12. Signal Communication Cable

Also include in the submittal sets detailed scale drawings of all non-standard or special equipment and of all proposed deviations from the Plans. Upon request, submit for approval sample articles of materials proposed for use. The Department will not be liable for any materials purchased; labor performed, or delay to the Work prior to such approval.

In addition to the above, submit to the Engineer a notarized letter certifying that all traffic signal materials listed in the submittal conform to the Plans and Specifications along with a copy of a statement from the maintaining agency that the system is acceptable to the agency. Any material substitutions requested by the maintaining agency shall meet minimum Department standards and shall be approved by the Department in writing prior to purchase or installation. The Department will not be liable for any materials purchased; labor performed, or delay to the Work regarding such approval.

Submit an electronic copy in PDF format of "Design" or "Shop" drawings, indicating the proposed dimensions and material specification for each of the supports and mast arms involved, to the Division of Structures for approval purposes within 30 days after the work order is issued. The Department will review these drawings at the earliest possible date, and will return the electronic copy marked "Approved for Fabrication," or "Returned for Revisions as Noted." Respond by taking appropriate action to ensure the earliest possible correction of these items so as not to delay the installation.

730.04 Mill Test Reports and Certification

Provide Mill Test Reports (MTR) or Certifications of Conformance to the Specifications for Materials and Design for all materials incorporated into the Work. Supply the following prior to acceptance of the structures:

1. MTRs for MAJOR structural items only, as identified in Table 730.04-1, shall include both physical and chemical descriptions of the material as supplied to the fabricator. When physical properties are altered during the fabrication, supplement the MTR covering chemical composition with certified test reports indicating the physical properties of this material after fabrication.

2. Certifications of Conformance to the Specifications for all remaining material not covered by MTR as identified in Table 730.04-1.

3. Certification that all welding was performed by operators qualified as follows: Steel welders to AWS and aluminum welders to ASME.

4. Certification of Conformance to the Specification for the Design of all components not completely dimensioned and detailed on the Standard Drawing.

Table 730.04-1: Required Mill Test Reports and Certifications

Component Materials	MTR	Certification
Tubes for arms and poles	X	
Base Castings	X	
Anchor Bolts	X	
Pole tops, misc. fittings, and hardware		X
Fabricated or cast-type arm connections		X
Galvanizing		X

730.05 Working Drawings

Provide within the controller cabinet and to the local maintaining agency an electrical schematic diagram of the cabinet and system wiring. Submit manufacturer's instructions for installation, maintenance, and operation of all equipment to the local maintaining agency and also place a copy within the controller cabinet. Place all such materials inside a plastic envelope mounted in the cabinet.

730.06 Guarantee

Guarantee the Traffic Signal System(s) installed under these Specifications, including all equipment, parts, and appurtenances in connection therewith, to the City or County and State against defective workmanship and materials for a period of not less than 1 year following the date the signal system is installed and made operational, except in no case shall this guarantee expire prior to 3 months after the final acceptance of the Project. Upon completion of the Project, turn over to the government agency responsible for maintaining the signal installation all warranties or guarantees on equipment and materials that are offered by the manufacturers as normal trade practice.

730.07 Training

Provide to the maintaining agency and/or the Department a training session on the controller and associated cabinet equipment to be supplied on the Project. The training session shall last for a minimum 4 hours unless the maintaining agency and/or the Department determines a lesser time is adequate. Train the user in the complete operation and programming features of all controllers. Provide this training prior to the acceptance of the Project at a facility agreed upon by the maintaining agency.

After the required training, certify to the Engineer that training has been completed.

This training requirement shall not apply if a training program meeting these criteria has been provided to the maintaining agency by this vendor and/or manufacturer on the equipment being bid within 18 months prior to the date of the invitation to bid. This requirement shall apply if the bidder is proposing new, upgraded, or modified equipment not covered in the previous training program.

MATERIALS AND INSTALLATION

730.08 Excavating and Backfilling

Perform excavation needed to install conduit, foundations, and other equipment, so as to cause the least possible damage to the streets, sidewalks, and other improvements. Excavate trenches no wider than necessary to properly install the electrical equipment and foundations. Do not begin excavating until immediately before installing conduit and other equipment. Place the material from the excavation where it will cause the least disruption and obstruction to vehicular and pedestrian traffic and the least interference with the surface drainage.

Backfill the excavations and compact to at least the density of the surrounding material. Remove all surplus excavation material and dispose of outside the highway right-of-way, in accordance with **203.07**, or as directed by the Engineer.

After backfilling, keep excavations well-filled, and maintain in a smooth and well-drained condition until permanent repairs can be made.

At the end of each day's work, and at all other times when construction operations are suspended, remove all equipment and other obstructions from that portion of the roadway used by public traffic, and park a minimum of 30 feet from the edge of pavement unless otherwise protected by guardrail, bridge rail, or barriers installed for other purposes.

Perform excavation in the street or highway so as to restrict no more than one traffic lane in either direction at any time. Do not obstruct traffic during hours of peak flow unless otherwise approved by the Engineer. Incorporate construction signing in accordance with the MUTCD.

730.09 Removing and Replacing Improvements

Replace or reconstruct, with the same kind of materials as found on the Work, improvements, such as sidewalks, curbs, gutters, Portland cement concrete and asphalt concrete pavement, bituminous surfacing, base material, and all other improvements removed, broken, or damaged.

Before removing the sidewalk and pavement material, use an abrasive type saw to cut, to a minimum depth of 2 inches, the outline of all areas to be removed in Portland cement concrete sidewalks and in all pavements. Use any method satisfactory to the Engineer to cut the remainder of the required depth. Make cuts neat and true with no shatter outside the removal area.

Whenever a part of a square or slab of existing concrete sidewalk or driveway is broken or damaged, remove the entire square or slab and reconstruct the concrete as specified above.

Perform all work in accordance with these Specifications, or the applicable local ordinance, whichever is of a higher standard. Consider this removal and replacement work to be incidental to other items.

730.10 Foundations

Construct foundations for posts, standards, and cabinets of Class A Portland cement concrete.

Pour foundations for posts, standards, and pedestals after the post, standard, pedestal, or anchor bolts or reinforcing steel is in proper position. Form the exposed portions to present a neat appearance. Rest the bottom of concrete foundations on firm undisturbed ground.

Construct forms to be true to line and grade. Finish tops of footings for posts and standards, except special foundations, to curb or sidewalk grade or as ordered by the Engineer. Use rigid forms, securely braced in place. Place conduit ends and anchor bolts by means of a template until the concrete sets. Moisten both the forms and the ground that will be in contact with the concrete before placing concrete. Do not remove forms until the concrete has cured for at least 12 hours and hardened sufficiently to allow form removal without causing damage to the concrete.

Apply an ordinary surface finish to exposed surfaces of concrete. Wherever the edge of a concrete foundation or sidewalk section is within 18 inches of any existing concrete improvement, extend the sidewalk section to meet the existing improvement.

Where obstructions prevent the construction of planned foundations, construct a foundation satisfactory to the Engineer.

730.11 Anchor Rods

Furnish, with anchor-base type rods, anchor bolts meeting the requirements of ASTM F1554, grade as required by design. Fit each anchor bolt with two heavy hex nuts. Hot-dip galvanize all nuts and not less than 10 inches of the threaded ends of anchor bolts according to ASTM A153. The anchor bolts shall be capable of resisting at yield strength stress the bending moment of the shaft at its yield strength stress.

Set standards, posts, and pedestals plumb by adjusting the nuts before the foundation is finished to final grade. Do not use shims or similar devices for plumbing or raking. After plumbing or raking has been completed, cut off anchor bolts 1/4 inch above the top nut, and paint the exposed surface with rust protective paint.

Furnish all anchor bolts and nuts required for relocating existing standards and posts.

730.12 Pull Boxes

Construct and install pull boxes as shown on the Plans and the Standard Drawings or as directed by the Engineer. Additional pull boxes may be required where conduit runs are more than 150 feet long. The maximum spacing between pull boxes shall be 150 feet, unless otherwise directed by the Engineer. Install pull boxes wherever practicable out of the line of traffic. Set covers level with the pavement, or with the curb or sidewalk grade, or with the surrounding ground as required.

Place electrical conductors within pull boxes so as to be clear of the metal frame and cover.

Rest the bottom of the pull box firmly on a bed of crushed stone with a minimum depth of 12 inches below the bottom, and extending 6 inches beyond the outside edge of the pull box, unless otherwise directed by the Engineer.

A. Concrete Pull Boxes

Construct concrete pull boxes of a mixture of one part cement, two parts sand, and four parts gravel or 1-inch crushed stone with reinforcement placed as shown on the Standard Drawings. Reinforcement shall consist of welded wire reinforcement, 4 x 4 inches - No. 4/4 at 85 pounds per 100 square feet, meeting the requirements of **907.03**. Pull boxes may be poured in place or precast. The color of the pull box concrete material shall match the surrounding concrete color.

Install a cast iron frame and cover of the dimensions shown on the Drawings in each pull box. Provide castings of Class 30, meeting the requirements of **908.07**. The covers shall have a roughened top surface of 1/8 inch in relief. Provide notches for removing the cover. Inscribe the words "TRAFFIC SIGNALS" on top of the covers with letters 1-1/2 inches high and 1/8 inch in relief as shown on the Drawings.

The frame shall have a minimum weight of 42 pounds. The cover shall be of the "Extra Heavy" type with a minimum weight of 54 pounds.

B. Reinforced Plastic or Epoxy Mortar Pull Boxes

Ensure that pull boxes composed of reinforced plastic or epoxy mortar are designed and tested to temperatures of -50 °F and meet the requirements of the following: ASTM D543, ASTM D570, ASTM D790, and ASTM D635, and are based on a 30,000-pound single axle load over a 10 x 20 inch area. The top of the pull box shall consist of a concrete frame (ring) and cover. The color of the pull box concrete material shall match the surrounding concrete color. Inscribe the words "TRAFFIC SIGNALS" on top of the covers.

730.13 Transformer Base

Fabricate the transformer base from steel plate and sheet, and design it to harmonize with the shaft. Provide each transformer base with:

1. One 7-1/2 x 9 inch minimum handhole, with a cover secured with stainless steel fastening screws;
2. Four galvanized steel bearing plates to fasten the base to the anchor bolts;
3. Four galvanized steel bolts, nuts, and washers to fasten base and standard; and
4. One 1/2-inch, 13 UNC grounding nut welded to the inside of the base opposite the handhole opening.

Ensure that the strength of the transformer base is comparable with that of the shaft.

When a transformer base is required, no handhole will be required in the shaft.

730.14 Conduit

Furnish and install plastic and steel conduit in accordance with these Specifications and close conformity with the lines shown on the Plans or as established by the Engineer.

Threads shall be clean cut, straight, and true and of sufficient length to allow proper coupling. Do not use long running threads on any part of the Work. Protect threads in transit and during installation, and provide conduit with proper supports and protection during construction to prevent damage. Properly thread, ream, and cap all ends of pipe installed for future connections to prevent water and foreign matter from entering the conduit system. Provide threaded ends with approved conduit bushings.

Signal conduit shall be a minimum 2 inches in diameter, and detector conduit a minimum 1 inch in diameter, unless otherwise specified or directed by the Engineer. Conduit for service connections shall be 1 inch in diameter. Do not use conduits smaller than 1 inch in diameter unless otherwise specified, except grounding conductors at service points shall be enclosed in 3/4-inch diameter conduit. Larger-sized conduit may be used, at no additional cost to the Department, in which case it shall be for the entire length of the run with no reducing couplings allowed.

A. Materials

Provide conduits and fittings of the type as shown in the construction plans or as directed by the Engineer and as follows:

1. Steel Conduit

a. Rigid conduit and fittings shall be heavy-wall, hot dipped galvanized steel conforming to Federal Specification WW-C-581-d(3) and ANSI C80.1. It shall be galvanized inside and out and shall meet the requirements of ASTM A53. Each length shall bear the label of Underwriters Laboratories, Inc.

b. Flexible conduit shall be galvanized flexible steel meeting Federal Specification WW-C-581-d(3), ANSI C80.1 and UL Standard 6 with a minimum 40-mil thickness of polyvinyl chloride (PVC) coating conforming to ASTM D746.

2. Plastic Conduit. For plastic conduit, provide high impact PVC, Schedule 40 or Schedule 80.

3. High-Density Polyethylene (HDPE). Materials used for the manufacture of HDPE conduit and fittings shall be per ASTM F2160 and consist of a Standard Dimension Ratio (SDR) 9-11. No other substitutions shall be allowed unless directed by the Engineer. HDPE conduit can be used with preassembled cable and rope-in-conduit.

B. Installation

All bends shall be in strict compliance with the NEC.

Lay conduits to a minimum depth of 6 inches below subgrade but not less than 24 inches below pavement grade except when approved by the Engineer; conduit may be laid at a depth of not less than 24 inches below top of curb when placed in back of the curb. Place conduit runs for detectors parallel to existing or proposed curbs and not more than 18 inches behind the curb face unless other specified. Place steel conduit or Schedule 80 PVC conduit under existing pavements by approved jacking or drilling methods. Do not disturb pavements without the Engineer's approval. Where trenching is allowed in a traffic bearing area, use PVC conduit (Schedule 40) encased in concrete.

Conduits shall be continuous and extend from end point (i.e. pull box, foundation signal pole, pedestal pole, etc.) to another end point, or as directed by the Engineer. Conduit splicing shall not be permitted between end points.

After completing the installation of the conduit, test all conduits installed under the Contract with a mandrel having a diameter 1/4-inch smaller than the conduit and a length of 2 inches. Repair, to the Engineer's satisfaction, all conduits that will not allow passage of the mandrel; if repairs cannot be accomplished, remove and replace the conduit at no additional cost to the Department. After the mandrel test, scour all conduits with a stiff wire brush slightly larger in diameter than the conduit. Clear all conduits in the Engineer's presence.

Extend conduits terminating in anchor base standards and pedestals approximately 2 inches above the foundation and slope them toward the hand-hole opening. Conduits shall enter concrete pull boxes from the bottom and shall terminate not less than 2 inches or more than 4 inches above the bottom of the box and near the box walls to leave the major portion of the box clear.

Clean existing underground conduit to be incorporated into a new system by blowing with compressed air, or by other means approved by the Engineer.

730.15 Conductors

Furnish and install conductors in accordance with these Specifications and close conformity as shown on the Plans, or as directed by the Engineer.

Traffic Control Conductors shall be rated at 600 volts. The conductors shall be continuous run from traffic control device to traffic signal control cabinet unless approved by the Engineer. Run all conductors, except loop conductors and cables run along messengers, in conduit, except where run inside poles. Where signal conductors are run in lighting standards containing high voltage street lighting conductors, encase the signal conductors in flexible or rigid metal conduit. Where telephone circuits are introduced into controller foundations, encase the telephone conductors in flexible metal conduit and in conformance with the NEC.

Conductors for traffic loops shall be continuous AWG No. 14 XLP stranded wire to the detector terminals or spliced with shielded detector cable within a pull box, conduit, or pole base.

Detector cable shall be two conductor twisted pair shielded AWG No. 14 stranded meeting IMSA Specification No. ~~50-2~~ 51-7, Single Conductor Unshielded 600V XLPE Insulation / PE Tubed Jacket.

730.16 Cable

All signal cable shall conform to applicable IMSA Specification No. 19-1 or 20-1. Use stranded cable color coded AWG No. 14 for all signal and accessory circuits. Retain the same color identification for the entire length of a circuit run.

730.17 Wiring

1. Terminate all wiring to screw terminals using lugs.
2. No splices on signal conductor cable unless approved by the Engineer. If splices are approved, make all splices with solderless connectors, and insulate splices with weatherproof tape applied to a thickness equal to the original insulation.
3. Attach cables to messenger with non-corrosive lashing rods or stainless steel wire lashings.
4. All wiring within enclosed cabinets shall be neatly formed and harnessed and shall have sufficient length for access and servicing.

730.18 Service Connection

Coordinate service connection details and metering with the local utility as directed by the Engineer and in conformance with the City and County requirements. Obtain the necessary service for each installation.

730.19 Sealant

Provide sealant material selected from the Qualified Products List maintained by the Department's Material and Test Division for sealing saw-cuts. The sealant material shall resist the upward movement of loop and lead-in and shall exhibit stable dielectric characteristics, including a low permittivity and high dielectric strength. It shall bond to the roadway paving material, preventing entry of moisture, and shall remain flexible without melting through the anticipated temperature and weather conditions.

730.20 Strand Cable

Span cable for suspending signal heads between pole supports shall be 7-strand, Class A, copper-covered steel wire strand or greater, meeting the requirements of ASTM A460, with a minimum breaking strength as noted on the Plans. An acceptable alternate is 7-strand steel wire with a Class A zinc coating meeting the requirements of ASTM A475, with a minimum breaking strength as shown on the Plans.

Strand cable for messenger wire (other than span wire as specified above) and pole guy cable use shall be of the diameter(s) shown on the Plans and shall meet the requirements of ASTM A475 for zinc-coated steel wire strand, 7-strand Siemens-Martin Grade with a Class A zinc coating or greater.

A Figure 8 cable combining the messenger cable and conductor cable in an insulated jacket is an acceptable alternate to conductor cable lashed to a messenger cable.

730.21 Bonding and Grounding

Make metallic cable sheaths, conduit, transformer bases, anchor bolts, and metal poles and pedestals mechanically and electrically secure to form a continuous system, and ensure they are effectively grounded. Bonding and grounding jumpers shall be copper wire or copper strap of not less than the same cross-sectional area as No. 6 AWG.

Furnish and install a ground electrode at each service point. Ground electrodes shall be one-piece lengths of copper weld ground rod not less than 8 feet in length and 1/2 inch in diameter, installed in accordance with the NEC. Ground the conduit and neutral as required under the NEC, except that grounding conductors shall be No. 6 AWG or approved equal, as a minimum. Enclose exposed ground conductors in 1/2-inch diameter conduit, and bond to the electrode with a copperweld ground clamp.

730.22 Field Test

Prior to completing the work, conduct the following tests on all traffic signal and lighting circuits in the Engineer's presence:

1. Test for ground in circuit.
2. Conduct a megger test on each circuit between the circuit and ground. The insulation resistance shall be not less than the values specified in Section 119 of the NEC.
3. Conduct a functional test to demonstrate that each part of the system functions as specified or intended herein.
4. Test all detector loops and leads before and after they are sealed in the pavement to ensure there are no shorts to ground in the system and to ensure that the loop plus lead-in inductance is within the operating range of the detector.

Replace or repair, in a manner approved by the Engineer, all faults in material or in the installation revealed by these tests. Repeat the applicable testing until no fault appears.

730.23 Inspection

After completion of the installation and before final acceptance of the Project, conduct a full operational check of the system under actual traffic conditions in the presence of the Engineer. The operational check shall cover a minimum time period of 30 calendar days. During this period, perform all necessary adjustments and replace all malfunctioning parts of the equipment required to place the system in an acceptable operational condition at no additional cost to the Department. Perform all work and furnish all materials required under these Specifications subject to the direct supervision, inspection, and approval of the Engineer. Provide the Engineer and authorized representatives free access to the work, and to all plants, yards, shops, mills, and factories where, or in which, articles or materials to be used or furnished in connection with such work are being prepared, fabricated, or manufactured. Provide full and sufficient information to determine that the performance of the work, the character of materials, and the quality of workmanship and materials meets the intent of these Specifications.

Only perform work in the presence of the Engineer or the Inspector appointed by the Engineer, unless permission to do otherwise has first been obtained. The Engineer may reject any work that is performed or constructed in the absence of the Engineer or Inspector, without such permission having been granted, either expressly or by implication.

The inspection of the work shall not relieve the obligation to properly fulfill the Contract as specified. If the Engineer finds a part of the work, or the materials used in the work, to be defective or unsuitable at any time prior to final acceptance, repair or replace such defective or unsuitable work or material.

Request the presence of an Engineer or Inspector in connection with the work under these Specifications at least 24 hours before such services will be required.

SIGNAL HEADS

730.24 Signal Heads

Signal heads shall meet the latest requirements published in the Equipment and Materials Standards of the Institute of Transportation Engineers (ITE) for Adjustable Face Vehicle Traffic Control Signal Heads" and the National Electrical Code. The arrangement of traffic signal heads shall be mounted as shown on the Plans or as specified by the Engineer and be in accordance with the latest versions of the MUTCD and the TDOT Traffic Design Manual.

All circular indications shall use 12-inch lenses unless otherwise shown on the Plans. All arrow indications shall use 12-inch lenses. All new vehicle signal heads installed at any one intersection shall be of the same style and from the same manufacturer. All exposed metal signal housings, doors, visors, backplates and framework parts shall be painted with a powder coated finish and be in accordance to the MUTCD specifications. Suspensions for span wire mounting of multi-faced signal heads and signal head clusters (such as a 5-section signal head) shall include an approved swivel type balance adjuster for proper vertical alignment.

Signal head housings shall be cast aluminum and all associated parts/hardware shall be of non-corrosive material. In addition to these requirements, comply with the following:

A. Optical Units

Traffic signal indications shall be LED type and meet the Institute for Transportation Engineers (ITE) latest LED specifications. All LED indications shall have a five year warranty.

B. Signal Head Mounting and Mounting Brackets

Furnish signal heads that either have integral serrations or are equipped with positive lock rings and fittings designed to prevent heads from turning due to external forces. Lock ring and connecting fittings shall have serrated contacts. Provide signals with water-tight fittings.

Support bracket-mounted signal heads, as shown on the Plans, by mounting brackets consisting of assemblies of 1-1/2 inch standard pipe size. Ensure that all members are both plumb or level, symmetrically arranged, and securely assembled. Conceal all conductors within poles and mounting assembly. Secure each slip fitter to the pole.

C. Directional Louvers

Where shown on the Plans, furnish and install louvers in the hoods of the signal head sections designated.

Directional louvers shall have a snug fit in the signal hoods. Construct the outside cylinder and vanes from a non-ferrous metal or galvanized sheet steel. Louvers shall be painted with a powder coated finish.

D. Back Plates

Where shown on the Plans, furnish and attach back plates to the signal heads. All back plates shall be louvered and constructed of 3,003, half-hard, 0.051-inch minimum thickness aluminum sheet. Other materials such as plastic or fiberglass may be used where approved. In fabricating back plates, bend back the inside vertical edges, adjacent to the signal head, to form mounting brackets for attaching to the signal. Form back plates in two or more sections and bolt together, thus allowing for installation after signal heads are in place. Back plates shall have a dull black appearance in the front and back.

E. Wiring

Signal head leads shall be No. 18 AWG stranded with 221 °F thermoplastic insulation. Wire a separate white (common) lead to each socket shell; and wire a colored lead, corresponding to the color code shown on the Plans, to each socket terminal. Provide leads of sufficient length to allow connection to the terminal block specified. Provide each complete signal head with a minimum 4-point terminal block, properly mounted in a signal section. Stud type terminal blocks shall have not less than 1/4-inch edge clearance to any portion of the stud. Exterior wiring shall have a 360-degree drip loop in advance of entering the head.

F. Pedestrian Signals

Pedestrian signal heads shall meet the latest requirements published in the Equipment and Materials Standards of the Institute of Transportation Engineers (ITE) for Adjustable Face Pedestrian Signal Heads", the National Electrical Code and be compatible with NEMA standards. The arrangement of pedestrian signal heads shall be mounted as shown on the Plans or as specified by the Engineer and be in accordance with the latest versions of the MUTCD and the TDOT Traffic Design Manual. The pedestrian indications shall be LED symbols and in conformance with the Institute for Transportation Engineers (ITE) latest LED specifications. All LED indications shall have a five year warranty.

In addition, where pedestrian signal heads are provided, they shall:

1. Include a pedestrian change interval countdown display where the calculated pedestrian change interval is more than 7 seconds;
2. Include Accessible Pedestrian Signals and pedestrian pushbuttons complying with MUTCD Accessible Pedestrian Signals section;
3. Incorporate a locator tone meeting the requirements of the MUTCD Accessible Pedestrian Signals;
4. include a pedestrian pushbutton with tactile vibrating arrow button and audible sound.

The pedestrian countdown display shall conform to the latest FCC regulation on Emission of Electronic Noise.

The manufacturer must supply certification, which includes a copy of the test report by an independent technical laboratory as to the compliance with ITE specifications (where it applies). The report shall also indicate that the tests were performed only after the modules received a thirty (30) minute operational warm-up period immediately preceding the tests.

The housing door, door latch, and hinges shall be of aluminum or polycarbonate or approved equal. Hinge pins shall be stainless steel. Provide the door with a neoprene gasket capable of making a weather resistant, dust-proof seal when closed.

All pedestrian signal heads, mountings, outside of hoods, and pedestrian push button housings shall have a powder coated finish (if aluminum) or colored resin (if polycarbonate) in accordance to MUTCD specifications.

G. Signal Head Installation

Install signal heads and pedestrian signal heads with the faces completely covered until the entire installation is ready for operation.

CONTROLLERS – GENERAL

730.25 Controllers

Controller equipment shall be permanently marked with the manufacturer's name or trademark, part number, and serial number.
Controllers must meet the following applicable industry standards and amendments:

1. NEMA TS2 Controller ..... NEMA TS-2-2016
2. ATC Controller ..... AASHTO/ITE/NEMA ATC 5.2b
3. All NEMA TS2 and ATC controllers must provide functionality that meets or exceeds operational characteristics, including NTCIP support, as described in NEMA TS-2-2016.
4. NEMA TS2 Type 2 controllers shall be used when downward compatibility to existing TS1 cabinets is desired.

Except for replacing controllers in existing systems, all new installations must include controllers that capture high resolution event-based data elements to provide the automated traffic signal performance measures.

The manufacturer must supply certification of the conformance to the above requirements at the time of the bid.

In addition to the above requirements, the controller shall:

5. Have all timing values entered via a front panel mounted keyboard. This keyboard shall be an integral part of the controller unit.
6. Have an English language menu for programming or reading all controller features.
7. Continue to operate the intersection as values are inspected or altered.
8. Include the ability to upload and/or download the controller software operating system and user programmed database to or from external media (datakey, usb, sd card etc).
9. Support Flashing Yellow Arrow for Permissive Left-turn Movements applications.

Surge Protection Devices

The cabinet shall have Surge Protective Devices (SPDs) for the main AC power input, all signal head field wiring terminals, interconnect cable terminals and loop lead-in cable terminals which are located in the cabinet. Furnish SPDs to provide effective defense against high transient voltages caused by lightning discharges or other sources. SPDs must be unobstructed and accessible from the front side of any panel used in the cabinet. The SPD for the main AC power input of the cabinet must be connected on the load side of the cabinet circuit breaker. SPDs must meet the following minimum requirements:

1. AC power SPD:
   a. Must be UL 1449 4th Edition Listed
   b. Parallel connected device
   c. UL Nominal Surge Rating (In): 20kA
   d. UL Short Circuit Current Rating (SCCR): 150kA minimum
   e. Surge current rating: 50kA per phase minimum
   f. Visual status indication
   g. Remote signalization contacts for monitoring purposes
   h. 10 year manufacturer's warranty minimum

2. DC power SPD:
   a. Must be UL 1449 4th Edition recognized
   b. Parallel connected device
   c. UL Nominal Surge Rating (In): 10kA minimum
   d. Must provide protection between all +/-/Gnd connections
   e. Surge current rating: 20kA per phase minimum
   f. Visual status indication
   g. Remote signalization contacts for monitoring purposes
   h. 10 year manufacturer's warranty minimum

3. Data and communication SPD:
   a. Must be UL 497B listed
   b. 10 year manufacturer's warranty minimum

4. Signal and interconnect cable field wiring terminal SPD:
   a. Clamp the surge voltage to a level no greater than twice the peak operating voltage of the circuit being protected.

b. Withstand a surge current of 1000A with an 8 by 20 µs waveform six times (at 1 second intervals between surges) without damage to the suppressor.
c. 10 year manufacturer's warranty minimum

5. Loop lead-in cable field wiring terminal SPD:

a. Protect the detector unit loop inputs against differential (between the loop lead) surges, and against common mode (between loop leads and ground) surges
b. Clamp the surge voltage to 25 V or less when subjected to repetitive 300A surges
c. Withstand repetitive 400A surges with an 8 by 20 µs waveform without damage
d. 10 year manufacturer's warranty minimum

All SPDs must be installed according to the SPD manufacturer's instructions and not affect the operation of equipment. SPD leads must be kept as short and straight as possible.

CABINETS – GENERAL

730.26 Cabinets

Cabinets must be permanently marked with a label including the manufacturer's name or trademark, model/part number, and the year and month of manufacture. The label should be placed on the inside of the main door using a water resistant method. The label must be visible after installation.

Cabinets shall be provided as a complete unit and have all terminals and facilities necessary for traffic signal control as shown on the plans and shall meet at a minimum, the following requirement:

NEMA TS2 Controller Cabinet ..... NEMA TS 2 2016

The manufacturer must supply certification of the conformance to the above requirements at the time of the bid. Cabinets shall also be in accordance with the latest version of the TDOT Traffic Design Manual.

Two paper copies of the cabinet wiring diagram shall be provided with each cabinet. The nomenclature of signal heads, vehicular movements and pedestrian movements on the wiring diagram must be in accordance with the signal operating plan. Documentation must include a list identifying the termination points of cables used for vehicular and pedestrian signal heads, detector loop lead-ins, and pedestrian pushbutton wires. A heavy duty, resalable plastic bag must be mounted on the backside of main cabinet door for storing cabinet documentation.

House the controller in a rigid, weatherproof cabinet, constructed, finished, and equipped as follows, and as shown on the Standard Details:

1. **Material.** Provide weather-tight cabinets fabricated from aluminum sheet or cast aluminum alloy with a minimum 0.125-inch thickness. All welds on fabricated cabinets shall be internal and continuous; spot welding is not acceptable. Painting of cabinets is only required if the final finish presents an unsightly appearance or as specified in the plans.

2. **Doors.** Type III, IV, and V cabinets shall have a hinged front opening door that shall include substantially the full area of the front of the cabinet. Equip the door with a positive hold fast device to secure the door in at least two open positions: one position at approximately 90 degrees and the other at 120 degrees or more. The holdfast device shall be easily secured and released without the use of tools. Equip doors for Type II, III, IV, and V cabinets with a switch compartment, and provide the manual switches, specified in **730.26..6.k**, with a hinged front opening auxiliary door. Each door shall have a gasket to provide a weatherproof seal when closed.

Provide the main door with a No. 2 pin-tumbler cylinder lock, and the auxiliary door with a standard police sub-treasury lock. Provide four keys for each lock.

Provide a switch which is to be tied to the cabinet light so that cabinet light will be on when the door is open and off when the door is closed.

3. **Cabinet Mounting.** Mount cabinets as shown on the Plans or Standard Details.

4. **Ventilation.** Unless otherwise specified, provide ventilation as follows:

   a. On all cabinets housing controllers, mount a screened, rain-tight vent, 1-1/2 inches in diameter or larger, on the cabinet top.

   b. Provide screened or filtered inlet ventilation openings, equal to or greater in area than top vents, located in the bottom or lower back side of Type I and II cabinets or around the lower 8 inches portion of Type III cabinets.

   c. Construct the vents so as to project within the cabinet no more than necessary to provide for lock nuts and gaskets to retain the vent.

   d. Locate vents so as to not interfere with the mounting of controller equipment.

5. **Cabinets with Exhaust Fans.** Exhaust fans shall consist of an electric fan with ball or roller bearings and a capacity of at least 100 cubic feet per minute. Mount the fan in a rain-tight housing attached to the top of the controller cabinet.

   The fan shall be controlled by a thermostat having a temperature differential between turn-on and turn-off of 15 °F (-0, +5 °F), adjustable for turn-on through a minimum calibrated range of from 100 °F to 150 °F.

   Whenever a fan is to be installed, provide the air inlet filter and filter holder shown in the Standard Details, or approved equal. Internally seal other air inlets. Provide exhaust fans in all cabinets that house controllers, with the exception of flasher controllers.

6. **Auxiliary Equipment.** With the exception of cabinets used in special applications (Type I and II), provide all cabinets with the following:

   a. Substantial shelves or brackets to support controller and auxiliary equipment.

   b. Panel for terminals arranged for adequate electrical clearance. Panels should be located in the cabinet as described below:

- Detectors	Lower left wall
- AC power	Lower right wall
- Auxiliary/police switches	Door
- Load switch bay	Back wall

   c. The cabinet shall include an LED light and GFI duplex receptacle which can be used when the main circuit breaker is off.

   d. Control panel assembly consisting of:

      1. Power supply connections made to a 30-ampere circuit breaker mounted on the cabinet separate from the signal terminal panel. The circuit breaker shall be a magnetic trip type, having an interrupting capacity of at least 2,000 amperes at 125 volts AC. The circuit shall trip between 101% and 125% of rated load, with an inverse time delay characteristic

provided. Instantaneous tripping shall occur at ten times the nominal rating. All controllers shall be internally fused.

2. Service line surge protection
3. Electrical service termination point sized to accept No. 4 AWG copper wire
4. Ground fault receptacle
5. Porcelain lamp receptacle to accept a standard traffic signal lamp. If LED lenses are utilized, they shall be dimmable and switchable to reduce glare at night time.
6. Circuit breakers in accordance to the National Electric Code for:
   (a) Main power input to provide all power associated with normal operation.
   (b) Flasher power input to provide all power associated with flash operation.
   (c) Service power to provide power for the lamp and duplex receptacle and cabinet light.
7. Copper ground bus (minimum of 12 positions).

e. Flasher mechanism independent of controller. The cabinet shall be wired for and include a NEMA flasher mounted on the back panel. All cabinets shall have a two-circuit flasher. The flasher shall have output indicators mounted on the front of the flasher case and shall be rated at a minimum of 15 amperes.

f. General purpose relays, where required to perform specified functions. All relays external to the controller or appurtenances shall meet NEMA standards. In addition:

   1. Flash transfer relays shall be of heavy-duty type and have a minimum contact rating of 10 amperes. Contacts shall be of silver material to reduce contact pitting.
   2. Unless otherwise specified, each cabinet shall include six (6) flash transfer relays.
   3. Flash transfer relays shall support Flashing Yellow Arrow for Permissive Left-turn movement applications.

g. Type II, III, IV, and V cabinets, when specified as housing for traffic actuated controllers, with two or more insulated terminal blocks mounted within the housing, one or more for terminating each field wire.

h. A minimum of 12 available bare ground positions tied to AC Common Return.

i. Earth (driven) ground tie point to terminate a single No. 4 AWG copper ground.

j. A tie point to tie all ground systems within the cabinet to a single reference point. All grounds (AC - return, Chassis, and Logic Ground) must be referenced to a single ground point at the electric service.

k. A panel (police subpanel) shall contain the following:
   1. A main power switch, which shall be wired to remove all cabinet power when in the Off position.
   2. An Automatic Flash switch, which shall be wired as follows:
      (a) The Flash position shall cause the cabinet to provide Flash Operation. The controller shall continue to operate, and Stop Time shall be applied to the controller.
      (b) Auto/Manual switch to activate Manual Control Enable.
      (c) Manual control pushbutton switch with self-coiling cord. Cord shall attach to a 2 position terminal strip via fork type connector
      (d) Upon return from Flashing to Automatic, the controller shall initialize in the Start-Up Display condition as programmed in the controller, typically major road phases.
   3. A panel mounted inside the main door shall contain the following switches:
      (a) A technician Stop-Time switch to apply Stop Time to each controller ring.

(b) An Interval Advance switch, enabled only by the Stop Time switch, to be momentary pushbutton switch to apply Interval advance to the timer.
(c) A Signal On-Off switch, which shall remove the AC power applied to the signal heads for normal operation while the controller continues to operate.
(d) Individual phase vehicle and pedestrian detector test switches to be miniature toggle of the On-Off Momentary type to place:
    i. No Call - Call provided by detectors
    ii. Locked detector call
    iii. Momentary detector call

Insulate or shield switch terminals on back of main cabinet door so that no live parts are exposed.

Leads from the terminal block to the auxiliary door switches shall be no less than No. 18 AWG stranded, with TW plasticized polyvinyl chloride or nylon insulation enclosed in an insulating loom, and shall be of sufficient length to allow full opening of the main cabinet door.

l. The cabinet shall be wired with the appropriate number of load switches to accommodate vehicular and pedestrian phasing according to plans. At a minimum, cabinets shall include 16 load switch bases. The load switch wiring shall support Flashing Yellow Arrow for Permissive Left-turn Movement applications.

m. All cabinet wiring shall be neatly routed and labeled, laced and permanently secured. All cable shall be secured to the panel, where practical. There shall be no holes drilled through the cabinet walls to mount panels or secure cables.

n. All terminals in the cabinet shall be of the barrier type. The following field connector terminals shall be provided:
    1. Four (4) signal output positions per load switch bay (R-Y-G-FL).
    2. Ten (10) positions per phase for vehicle loop detector harness.
    3. One position per phase for pedestrian detector inputs.

o. Cabinets shall have SDLC communication between the controller, MMU, Detector Rack, Radar Detector (if applicable) and Video Detection (if applicable).

p. Cabinets should have an electrical outlet (Non GFI) that has 120 VAC from the OUTPUT side of the Main Power Surge unit.

q. Cabinets shall support Flashing Yellow Arrow for Permissive Left-turn Movements applications.

r. All cabinets shall be supplied with a Malfunction Management Unit (MMU) and shall meet at a minimum, the following requirement:

NEMA TS2 Malfunction Management Unit ..... NEMA TS 2 2016

The manufacturer must supply certification of the conformance to the above requirements at the time of the bid.

According to NEMA TS2 the MMU shall be able to detect the presence of voltage on conflicting on conflicting field connection terminals, the absence of proper voltages on all the signal field connection terminals of a channel, and shall be capable of monitoring for the presence of satisfactory operating voltages within the Controller Unit (CU) and the MMU itself. The MMU shall be able to operate as a Type 16 with sixteen channels or as a Type 12 with twelve channels (compatible with NEMA TS1 cabinets.

The MMU should have an Ethernet port.

730.27 Auxiliary Equipment for Traffic Signal Controllers

Furnish and install the following auxiliary equipment in each cabinet for traffic actuated controllers.

A. Load Switches

Provide each cabinet complete, with the necessary number of NEMA load switches and Flash Transfer relays necessary to affect the specified signal sequence and phasing. Load switches shall:

1. Meet NEMA standards.
2. Have front-face mounted LED indicators to indicate the "On" condition of both the Input and Output circuits.
3. Use replaceable "cube" type circuitry or encapsulated discrete component construction. No unencapsulated discrete component constructions are acceptable.

B. Time Clock Switches

Where shown on the Plans, provide time clock switches of solid state circuitry, continuous duty, with a 7-day cycle clock operating from the 120-volt AC service line. Provide switching for a minimum of one independent output and ensure the time of day selection is adjustable to within 1 minute of the desired time. Provide a battery backup system that can maintain time keeping and memory a minimum of 24 hours after power interruption. Furnish an omitting device as an integral part of the time switch to allow the switching operation to be skipped for any preselected day or days of the week. The time clock shall automatically compensate for daylight savings time changes. When the time clock is supplied as an internal component of the controller, supply the clock feature to provide for the selection of Maximum Green II on time of day, day of week, week of year basis. Time clocks shall meet NEMA environmental specifications.

When required in the traffic signal plans, the auxiliary equipment listed below shall meet the following requirements:

A. Uninterruptable Power Supply (UPS)

The UPS shall power the traffic signal cabinet in the event of a power failure for a minimum of 3 hours.

UPS assemblies should include off-the-shelf deepcycle AGM batteries. Loss of utility power, transfer from utility power to battery power, and transfer back to utility power must not interfere with normal operation of connected equipment. In the event of UPS failure or battery depletion, connected equipment must be energized automatically upon restoration of utility power. Removal and replacement of the UPS must not disrupt the operation of the equipment being protected.

All harnesses necessary to connect and operate the system must be included. All connectors must be keyed to prevent improper connection.

UPS assemblies shall be installed in accordance with the manufacturer's recommendations.

An UPS operation and maintenance manual shall be provided in the cabinet where the UPS is installed with cabinet wiring schematics, electrical interconnection drawings, parts layout and parts lists.

The UPS shall include a manufacturer's warranty covering defects for a minimum of three years (5 years for the external batteries) from the date of final equipment acceptance. The warranty must include provisions for providing a replacement UPS within 10 calendar days of notification for any UPS found to be defective during the warranty period at no cost to the maintaining agency.

B. Communications

Wireless shall consist of installing a Wireless Network Communications Link with all necessary hardware in accordance with the plans and standard drawings to provide a data link between field devices (i.e. Traffic Signal Controllers).

Each link shall consist of Master ODU (Out Door Unit, Antenna) connected to a data switch within one of the signal cabinets and a Slave ODU connected to a data switch within the other signal cabinet. Each ODU is aligned to face the opposing ODU. The cable length between the ODU and its associated data switch may not exceed 300 feet.

The Wireless Network Communications Link components at each of the linked traffic signal cabinets shall include an ODU, a LPU (Lightning Protection Unit), power supply mounting hardware, and CAT 5e cabling. The ODU is pole mounted per manufacturer's specifications. The LPU and power supply are mounted within the traffic signal cabinet. CAT 5e cable is installed between the ODU and LPU.

For the applicable frequency spectrum of the radios being deployed, perform a spectrum analysis to ensure no competing equipment in the area. Ensure the radio path site survey test is performed using the supplied brand of radio equipment to be deployed. Typically, if the ODUs can be mounted with clear line of sight between them, this is sufficient to ensure proper operation. If this is not possible, it may be determined that a repeater station is necessary to complete the intended link. Provide the test results to the ENGINEER for review and approval. Submit copies of the test results and colored copies of the frequency spectrum scan along with an electronic copy of this information. The ENGINEER will approve final locations of the ODUs and any necessary repeater stations.

Install each ODU in such a manner that avoids conflicts with other utilities (separation distances in accordance with the guidelines of the NESC) and as specified in the ODU manufacturer's recommendations. Secure the ODU mounting hardware to the pole and route the CAT 5E cable such that no strain is placed on the RJ-45 connectors. Align each antenna/radio to be perpendicular to the ground (using bubble level) and to face the opposing radio.

C. Fiber optic cables

Multi-mode type fiber optic cable shall be 50 µm core diameter, with at least 12 fibers per cable unless otherwise specified in the plans. Single-mode type cable shall be between 8-9 µm core diameter, with at least 12 fibers per cable unless otherwise specified. A fiber optic drop cable shall be a minimum of 6 fibers (each type) and be fusion spliced into the trunkline in a splice enclosure either aerially or in a pull box. 50ft. of slack shall be provided, either lashed to a span aerially, or coiled in a pull box for underground installations. Termination panels shall be provided with sufficient size to provide for a neat installation, and enough panel space to accommodate the specified number of fibers for termination. ST connectors shall be used unless otherwise specified. Any necessary jumpers shall be provided for installed equipment.

MISCELLANEOUS TRAFFIC SIGNALS

730.28A Flashing School Signals

When shown on the Plans, provide flashing school signals that conform to the following:

1. The signal shall produce two alternate flashing lights within the marginal limits of a school speed limit sign. Details of the sign construction shall be as shown on the Plans. Sign colors shall conform to the MUTCD and be constructed of materials complying with these specifications.

2. The two LED lenses shall be yellow in color and a minimum of 8 inches in diameter. The LED lenses shall be part of a weather-proof and water-tight optical unit. The LED lenses shall meet the same requirements

for vehicular signal head LED lenses. Mount the lenses in the sign using a molded endless rubber gasket with the sign being mounted to the signal case.

3. Provide a two circuit type flasher unit to provide alternating equal on-off operation. The flashing mechanism shall produce between 50 and 60 flashes per minute through two 120-volt, 60-cycle AC, 15-ampere circuits. The flasher shall be of solid state construction.

4. Provide accessible constant AC+ terminal for conducting illuminating speed limit.

5. Wire the unit for external circuits.

6. The signal shall be actuated by time switch meeting **730.27**. Locate the timing device in a remote mounted control cabinet.

7. Where an illuminated speed limit indication is shown on the Plans, the numeral message shall be illuminated in Portland Orange in a rectangular lens and illuminated only during the period when the signal produces two alternately flashing amber lights.

In addition, the Time Clock Unit/Switch used for Flashing School Signals shall be a programmable module that allows a user to define the time and day that the school speed zone flasher assembly will initiate and terminate flashing operation. The module shall be installed within the pole-mounted signal cabinet provided as part of project. The time clock shall be compatible with the cabinet's wiring relays and termination panels and the battery power supply system. The time clock switch provided shall also have the following features/capabilities outlined below:

1. Daylight Savings Time shall be a user-programmable setting, in addition to having automated compensation per TDOT specifications.

2. The unit shall provide a minimum 12-character, multi-line alpha-numeric LCD back-lit display capable of displaying all programming parameters.

3. The unit shall be capable of being programmed manually (using an integral keyboard pad) or programmed externally using an optional software program via a laptop computer and cable connection (compatible software program is a separate and distinct item from the time switch unit, and if required, will be separately specified and noted in list of estimated project quantities).

4. Unit shall provide automatic Leap Year compensation.

5. The time clock switch shall be capable of up to minimum 24-hours of capacitive back-up operation, 48 hours desirable, in the event of power interruption.

6. Unit shall be compatible with the supplied solar powered power system / battery unit

7. Time clock switch shall be capable of being programmed for one (1) Normal / Main program, and an additional minimum of 12 Exception periods /programs allowing holiday, vacation and custom skip plans. The exception programs will allow for the Normal / Main program to be skipped or allow for flasher operation on alternative schedules (i.e. early release days, summer school, etc).

8. Unit shall conform to TDOT standard specification subsection 730.27 – Auxiliary Equipment for Traffic Actuated Controller – Time Clock Switches except as superseded herein.

9. Unit shall have non-volatile program memory to allow retention during power loss.

730.28B Solar Power Flashers

When required, the solar power flasher equipment listed below shall meet the following requirements:

1. Solar panel and mounting equipment shall be installed on cantilever pole shaft as illustrated on layout detail sheet and as directed by manufacturer instructions.

2. Solar power unit assembly shall include all required mounting equipment, wiring/cables, battery supply, battery charging unit and other ancillary equipment necessary to operate the solar panel and properly charge the battery. The photovoltaic array shall include mounting bracket assembly to permit adjustment of the array to optimal sun exposure. The photovoltaic module shall be mounted and aligned per manufacturer recommendations to maximize solar exposure.

3. Battery unit shall meet manufacturer specifications required to operate and power L.E.D. signal displays and continuous time clock switch operation. Battery shall be compatible with cabinet equipment, including the time clock switch and the flasher signal displays. Battery unit shall meet minimum environmental and performance specifications required for system operation as recommended by solar panel and time clock switch manufacturers.

4. Solar panel and battery supply shall be of a size and power rating necessary to provide required power to time switch clock and flasher signal displays. Obtain the power load requirements from the solar power equipment manufacturer and provide as required. On a typical school day, it should be expected that the flasher system will operate up to four (4) hours per day with the time clock continuously operating to maintain its clock timer. Provide a solar system sizing report from the manufacturer indicating the power supply requirements of the proposed system required to meet the expected power demand.

5. The photovoltaic modules shall be warranted for a minimum of five (5) years from date of installation.

6. The battery system shall be a gelled-electrolyte type battery with capacity to provide a minimum of five (5) days continuous operation of the flasher assembly without charging. Batteries shall be field replaceable. Batteries shall have prorated warranty of a minimum of five (5) years from date of installation.

730.28C Portable Traffic Signals

Portable Traffic Signals (PTS) consists of furnishing, installing and configuring a complete PTS system that may be used in construction zones or in other temporary signal locations. The work will be at various sites throughout the state of Tennessee and will consist of providing all labor, materials, equipment and incidentals necessary to make functional the PTS in accordance with these specifications.

The PTS shall be trailer or cart mounted units that provide for easy transportation and quick setup and deployment. There shall be 2 unit options and each unit shall be self-contained.

1. Type 1 units are typically used for long term projects (i.e. projects 5 days or longer in duration) and shall include 2 signal heads per trailer with an upper signal head mounted on an overhead mast arm that can be extended over the travel lane, and a lower signal head mounted on the vertical upright of the trailer.

2. Type 2 units are typically used for short term projects (i.e. projects 4 days or shorter in duration) and shall include 1 signal head that is mounted on the vertical upright of the trailer or cart. Cart-mounted units shall be successfully crash tested to NCHRP 350 TL-3, or equivalent MASH standards. If the project duration is extended beyond 4 days, then Type 1 units should be substituted in lieu of the Type 2 units for all PTS within the signal system.

The PTS shall be MUTCD Compliant and utilize standard ITE signal heads, and adhere to the ITE Specifications and Standards for Vehicle Traffic Control Signal Heads, Light Emitting Diode (LED) Circular Signal Supplement. The unit shall be solar powered and communicate via a wireless or hardwire connection. The unit shall include all the major components listed below or be able to perform the functions of these components. The major components

of the unit shall include but are not limited to the trailer or cart, telescoping mast arm (on Type 1 units only), signal head(s) and back plates, traffic signal controller with operating software, solar charging system with batteries, input and output devices, flasher units, conflict monitor, relays, communications system and other equipment required for the safe operation and installation of the unit.

The PTS signal heads and all applicable components of the PTS shall meet the physical display and operational requirements of conventional traffic signals as specific in the MUTCD.

1. For Type 1 units, each unit shall contain 2 signal heads with an upper signal head mounted on an overhead mast arm that can be extended over the travel lane with a minimum clearance of 17 feet measured from the bottom of the signal head unit to the road surface. The lower signal head shall be mounted to the vertical upright of the trailer at a minimum height of 8 feet from the bottom of the signal head unit to the road surface. The signal heads shall also include black back plates that can be easily removed. The signal heads shall have the ability to be rotated 180 degrees to face in the opposite direction and shall have the ability to rotate and lock in approximately 10 degree increments to position the signal head for the optimum visibility to motorists.

2. For Type 2 units, the signal head of the unit shall be mounted to the vertical upright at a minimum height of 8 feet from the bottom of the signal head unit to the road surface. The signal head shall also include black back plate that can be easily removed. The PTS shall be easily rotated to position the signal head for optimum visibility to motorists.

The PTS shall include a solid-state controller with operating temperature range of -40ºF to +180ºF and compliance with NEMA TS-5 Performance Standard. The controller or programming module shall have an easy to read front panel indicator display. The display shall be backlit and have the capability to facilitate programming and display the currently operating program for each vehicular approach. The controller shall be capable of operating the PTS system in a fixed time, traffic actuated, or manual control mode. Each PTS in a connected system shall have the capability to serve as either the master or slave signal. Each PTS shall include a Conflict Monitor Unit (CMU), or Malfunction Management System (MMS) to ensure phase conflicts do not exist during operation.

1. A minimum of 5 automatic time-of-day timing plans within a 24-hour period should be available in fixed time mode. The operating system should have the ability to control a minimum of 4 traffic phases with programmable cycle time adjustments and user adjustable red, amber, minimum green and maximum green times. The operating system shall also have the capability of facilitating standby modes of red, red flash and yellow flash.

2. The system shall also have the ability to operate in vehicle actuation mode when vehicle detection detectors are used. The operating system shall have the capability to allow the PTS to be connected to and controlled by a standard NEMA controller.

3. The system shall have the capability to be configured and controlled remotely using a handheld wireless remote control with the capability of being operated at a distance up to ¼ mile from the master.

4. The system shall have the capability of remote monitoring for reporting, at a minimum, signal location and status, battery voltage and system defaults. The remote monitoring shall have capability to alert designated individuals if a fault condition occurs.

5. The operating system shall include password protection to prevent unauthorized programming.

The PTS shall communicate with all other PTS within the signal system via license-free wireless 900 MHZ radio link communications. The radio units shall maintain communications at a minimum distance of 1 mile. The radio system shall conform to the applicable Federal Communications Commission (FCC) requirements, including FCC 90.17, and all applicable state and local requirements. The PTS shall be in direct communication at all times either by wireless or hardwire connection to provide for the required conflict monitor.

The system shall also have the ability to operate in vehicle actuation mode when vehicle detection detectors are used. For Type 1 units, the PTS detector shall be a high-definition, multi-beam, microwave radar stop bar detector for each vehicular approach. The Type 1 radar detector shall have a minimum range of 140 feet and shall be mounted at a minimum height of 17 feet measured from the top of the road surface. For Type 2 units, the PTS detector shall be a radar detector for each vehicular approach. The Type 2 radar detector shall have a minimum range of 140 feet and shall be mounted and have complete radar detection functionality at a minimum height of 8 feet measured from the top of the road surface.

The PTS shall be equipped with a solar power array, charging unit and battery system. For Type 1 units, the number and size of batteries shall be sufficient to operate the signal for a minimum of 21 days at 70 degrees without additional charging or assist from the solar array. An on-board battery charger shall be compatible with both the solar array and with a 120V AC power source. The solar panel array shall provide for a minimum of 440 watts of solar collection capability. For Type 2 units, the PTS shall have batteries sufficient to operate the signal for a minimum of 5 days at 70 degrees without additional charging or assist from a solar array. All instrumentation for the electrical system and battery compartment shall be mounted in a lockable weatherproof enclosure. Solar panels shall be secured to the mounting brackets for theft prevention. All wiring for the unit shall be protected against weather and damage.

The trailer or cart, and all mounted components, shall conform to the wind loading requirements (90 mph minimum) as described in the AASHTO Standard Specifications for Highway Signs, Luminaries and Traffic Signals. The wind load calculations shall be completed by an independent third-party, and stamped by a U.S. Registered Professional Engineer. The trailer or cart shall be made of structural steel and shall include 4 leveling/stabilizer jacks capable of lifting the trailer or cart a minimum of 6 inches. The trailer or cart shall be equipped with a hydraulic or electric lift system sufficient for 1 person to be able to raise and lower the vertical upright and/or horizontal mast arm to and from the operating position. For Type 1 or 2 units, the trailer or cart shall be equipped to provide legal and safe transport on the public highway system at speeds up to 55 mph. All exterior metal surfaces, except signal heads and back plates, shall be powder-coat painted highway safety orange.

The PTS work shall meet the following general requirements:

1. Be responsible for locating the PTS in the appropriate location based on MUTCD and ITE standards for visibility to motorists and for safe operation.

2. Be responsible for providing all hardware, software, communications equipment and licenses to operate a complete PTS system.

3. Be responsible that all PTS equipment is installed according to the manufacturer's recommendations including wireless or hardwire connections.

4. Be responsible for transport, setup, configuration, operation and monitoring of the PTS throughout the entire project. The Engineer shall approve all timing and settings that are used for operation of the signal.

5. As directed by the Engineer, it may be necessary to relocate the PTS during the project. The cost of the relocation shall be included in the PTS price bid.

DETECTORS

730.29 Detectors

Provide detectors, of the type shown on the Plans, to actuate signal phases of traffic actuated controllers. Provide ample lightning protection to provide effective defense against high transient voltages caused by lightning discharges or from other sources. The lightning protection unit must withstand repeated 400-ampere surges on a 9 x

20 microsecond waveform. Also, the unit must be a two-stage device capable of clamping a minimum of one hundred 300-ampere surges to 25 volts within 40 nanoseconds for surge applied across the two detector leads.

A. Inductive Loop Detection System

Inductive loop detector units (loop amplifiers) shall meet at a minimum, the following requirement:

NEMA TS2 Inductive Loop Detector Units ..... NEMA TS 2 2016

Loop amplifiers may be single or multi-channel and shall be of the totally self-contained type.

All loop amplifiers shall be of the type to provide both "Extended" and "Delayed" outputs.

The loop detector amplifier shall be full automatic, requiring no adjustments to effect operational ability other than setting of the operating frequency and sensitivity. The amplifier shall:

1. Sense any legal motor vehicle traveling at speeds up to 65 miles per hour.
2. Have both a “Pulse” and “Presence” Output:
   a. Pulse output shall generate an output of 125 ±25 millisecond output for each vehicle entry.
   b. Presence output shall provide a continuous output for up to 60 minutes as long as a vehicle is within the detection zone.
3. Provide at least four user selectable sensitivity ranges.
4. Be supplied with at least three frequency ranges for crosstalk minimization.
5. Have a front-face mounted indicator to indicate active output of the internal relay. This indicator shall indicate the presence of:
   a. Normal Output
   b. Delayed Output
   c. Extended Output
6. Have a front-panel mounted “Reset” switch that when pressed shall cause the unit to completely re-tune itself.
7. Have Delayed or Extended timing features with the following ranges:
   a. Delayed output of 0 to 30 seconds in 1-second increments.
   b. Extended output of 0 to 10 seconds in 1/4-second increments.
8. Have internal diagnostics to determine the operational ability of the loop. These diagnostics shall determine if a loop is opened or shorted, and shall provide a visible indication of such condition. Additionally, if such a condition occurs, the amplifier unit shall default to a “constant” output.
9. Provide solid state output, which shall be “off” to provide an output.
10. Have all delay functions wired to the associated plan phase green to inhibit that function during controller phase green.
11. Be able to operate with loop lead-in lengths of at least 2,000 feet.
12. Provide audible call output.

Comply with the details of the detector loop installation as shown on the Plans or Standard Drawings.

B. Video Detection System (VDS)

When specified in the plans, the equipment shall consist of all items necessary to provide a complete functional video detection system that process images and provide detection outputs to the traffic signal controller. The VDS shall be capable of the following:

1. Be capable of NEMA TS2 operation.
2. Be waterproof and weather resistant.
3. Provide user-defined detection zone programming via a graphical user interface (GUI) and any necessary equipment for future programming. The configuration database shall have the ability to be stored on removable data storage external to the video card.
4. Display programmable detection zones and detection activations overlaid on live video inputs. It shall detect vehicles in real time as they travel across each detection zone.
5. Have a minimum of 24 programmable detection zones per camera.
6. Shadow rejection without special hardware.
7. Non-impaired operation under light intensity changes.
8. Maintain operation during various weather conditions (e.g. rain, fog, snow).
9. Anti-vibration, 5% rejection based on image change.
10. Ability to select direction of flow parameters.
11. Ability to properly detect directionally.
12. Ability to configure presence, pulse, extend and delay outputs.
13. Ability to set up a minimum of six detection zones per camera view to count the number of vehicles detected and stores the information for retrieval.
14. Variable focus providing a minimum of 4 to at least 40 degree horizontal field of view.
15. Store detection zones in non-volatile memory.
16. Have no splices between the processors and the cameras.
17. Provide LED indicators to show active detection.
18. Have an internal heater to assure proper operation of the equipment during low temperatures.
19. Have surge ratings as set forth in NEMA specifications.
20. Have a two-year warranty and updates of all software shall be available without charge during the warranty period.

C. Radar Vehicle Detection System (RVDS)

When specified in the plans, the equipment shall consist of all items necessary to provide a complete functional RVDS that process high-definition, multi-beam radar electromagnetic waves and provide detection outputs to the traffic signal controller.

RVDS shall be capable of NEMA TS2 operation.

The RVDS shall consist of the following components:

1. Radar sensor (1)
2. Detector rack interface module (1)
3. Power and surge protection panel or module (1) (cabinet interface devices that combine one or more of the above components shall be acceptable as well).
4. All associated equipment required to setup and operate in a field environment including software, serial and ethernet communication ports, cabling, electrical connectors and mounting hardware.

The RVDS shall be capable of the following:

1. The RVDS shall be able to operate in all types of weather conditions including: rain, snow, sleet, ice, fog and windblown dust.
2. Lightning and surge protection will be provided for power connections and communications links to the radar RVDS.
3. Provide a "fail safe" operation that triggers when communication between the radar vehicle sensor and the interface module is broken. Contact closure from the interface module will occur on all programmed detector channels associated with the affected radar sensor when the failsafe is triggered and will remain in this state until communication is re-established between the interface module and the radar vehicle sensor.
4. Comply with all applicable Federal Communications Commission (FCC) requirements. The manufacturer will provide documentation of compliance with FCC specifications.
5. Shall maintain frequency stability without the use of manual tuning elements by the user.
6. Shall provide a minimum of 4 separate RF channels selectable by the user to avoid interference with other devices working on the same frequency.
7. The communication port(s) shall support a communication speed that will not introduce excessive latency between when a vehicle is detected and the contact closure in the traffic signal cabinet.
8. The interface modules that utilize the detector rack must operate at 12V or 24V DC. Shelf mounted interface modules must operate within a range of 89V to 135V AC, 60 Hz single phase. Power to the RVDS radar sensor must be from the transient protected side of the AC power distribution system in the traffic control cabinet in which the RVDS is installed.
9. RVDS documentation shall include a comprehensive user guide as well as quick reference guide(s).
10. Shall have the ability to configure presence, pulse, extend and delay outputs.

D. Wireless Magnetometer Detection System (WMDS)

When specified in the plans, the equipment shall consist of all items necessary to provide a complete functional wireless magnetometer detection system that process changes to earth magnetic field and provide detection outputs to the traffic signal controller.

WMDS shall be capable of NEMA TS2 operation.

The WMDS shall consist of the following components:

1. In-pavement sensors
2. All wireless communication equipment needed to establish communication links to the controller cabinet.
3. Interface modules compatible with NEMA TS-2 V2.06b cabinet detector rack.
4. Surge protection for the WMDS and system software for set-up and monitoring of the WMDS.

The WMDS shall be capable of the following:

1. Detecting a variety of vehicle types including motorcycles, automobiles and large trucks. The system must allow the user to select sensitivity levels that adjust the amount of hysteresis to the magnetic field needed to achieve contact closure to the assigned detector channel. Magnetometer sensitivity level adjustments must allow for different levels of vehicle detection.
2. The ability to configure presence, pulse, extend and delay outputs.

3. WMDS equipment failure such as: the sensor, communications link, access point radio, repeater radio (if used) or interface module, shall result in constant vehicle call "fault state" on the affected detector channel to the traffic controller.
4. Detection accuracy must be comparable to properly operating inductive loops.
5. Provide real-time vehicle detection (within 150 milliseconds (ms) of vehicle arrival). Once detection is achieved by the sensor, the traffic controller must receive contact closure to the assigned detector channel within the 150 ms time frame.
6. The in-pavement sensor must operate on batteries without the need for underground power or communication cable connections to the unit.
7. The average operating life span of the sensor under battery power must be a minimum of 10 years.
8. The interface module must provide 2 or 4 detector channels. Sensors must be assignable to the available detector channels on the interface module using software provided with the WMDS.
9. The front face of the module shall identify detector channel 1 and detector channel 2. Each must use an LED to indicate contact closure on the channel. When vehicle detection is achieved, the LED will be on and contact closure applied to the detector channel. During periods of no vehicle detection the LEDs will be in an off state and no contact closure will be applied to the detector channel.
10. The interface module will use an LED indication to indicate a "fault state" with the WMDS. When the fault state is active contact closure will be applied to the appropriate detector channel.

E. Pedestrian Push Buttons

Where shown on the Plans, furnish and install pedestrian push buttons of substantial tamper-proof construction. They shall consist of a direct push type button and single momentary contact switch in a cast metal housing. Operating voltage for pedestrian push buttons shall not exceed 24 volts.

Provide a weatherproof assembly, constructed to prevent electrical shocks under any weather condition.

Where a pedestrian push button is attached to a pole, the housing shall be shaped to fit the curvature of the standard or post to which it is attached to provide a rigid installation.

Unless otherwise specified, install the push button and sign on the crosswalk side of the pole.

Pedestrian push buttons shall have a transient protection that meets NEMA specifications.

730.30 (Reserved)

730.31 (Reserved)

TRAFFIC SIGNAL SUPPORTS

730.32 Cantilever Signal Supports

This Subsection applies to the manufacture of steel poles and mast arms for the support of traffic signals. The height of poles, shaft dimensions and wall thickness shall meet the design requirements and mounting height of traffic signals as set forth in these Specifications and shown on the Plans. The Plans indicate bracket arm lengths.

Furnish poles consisting of a straight or uniformly tapered shaft, cylindrical or octagonal in cross-section, having a base welded to the lower end and complete with anchor bolts. All castings shall be clean and smooth with all details well defined and true to pattern. Steel castings shall conform to ASTM A27, Grade 65-35. Gray iron castings shall conform to ASTM A126, Class A.

All mast arms shall be compatible with the poles in material, strength, shape, and size.

A. Anchor Base

Secure an anchor base of one-piece cast steel or steel plate of adequate strength, shape, and size to the lower end of the shaft. Place the base so as to telescope the shaft, and weld at the top and bottom faces with continuous fillet welds so that the welded connection develops the full strength of the adjacent shaft section to resist bending action. Provide each base with a minimum of four holes to receive the anchor bolts. Provide cast steel bases with removable cast iron covers for anchor bolts and tapped holes for attaching covers with hex head cap screws.

Provide a welded frame handhole, 5 x 8 inches minimum and located with a clear distance above the base of no less than the pole diameter, "D". Weld a 1/2-inch 13 UNC grounding nut to the inside of the pole at a point readily accessible for wiring.

B. Shaft

Fabricate shafts from the best, hot-rolled basic open hearth steel. The shaft shall have only one longitudinal electrically welded joint and may have electrically welded intermediate transverse full penetration circumferential joints, at intervals of not less than 10 feet. The shaft shall be longitudinally cold-rolled to flatten the weld and increase the physical characteristics so that the metal will have minimum yield strength of 48,000 pounds per square inch. Where transverse full penetration circumferential welds are used, the shaft fabricator shall furnish to the Engineer certification that: (1) all such welds have been radiographed and ultrasonically tested by an independent testing laboratory using a qualified Nondestructive Testing (NDT) technician and (2) the NDT equipment has been calibrated annually.

Fit the shaft with a removable pole cap, a J-hook wire support welded inside near the top, and a flange plate assembly to match that welded to the butt end of the mast arm.

C. Mast Arms

Provide mast arms fabricated and certified in the same manner as the upright shafts and that have the same physical characteristics.

The mast arms shall meet the design requirements necessary to support rigidly mounted traffic signals as shown on the Plans. All arms shall include a removable cap at the tip, grommeted wire outlets, and signal hanger assemblies of the type and number shown on the Plans, and a flange plate welded to the butt end to provide a rigid connection to the mast. The assembly shall be constructed so that all wiring can be concealed internally.

Connect mast arms to the upright pole at a height necessary to provide a minimum clearance of 16 feet 6 inches and a maximum clearance of 19 feet under the traffic signal heads. Install separate signal heads to provide the same clearance.

D. Finish

Galvanize steel poles, mast arms, and hardware in accordance with ASTM A123.

Galvanize all steel and cast iron components, hardware, and threaded fasteners, except anchor bolts, after fabrication in accordance with ASTM A123, or A153 or A385, as applicable.

730.33 Steel Strain Poles

Provide steel strain poles consisting of a uniformly tapered or equivalent upright shaft fitted with a removable pole top, J-hook wire support and 45-degree wire inlet near the top, a span wire clamp, a 5 x 8 inch handhole with reinforced frame and cover, bent anchor bolts, and all other accessories needed to make a complete installation. The pole and all of its component parts shall be designed to support tethered traffic signals of the type and number shown on the Plans, suspended from a span wire assembly. Fabricate and certify the poles as specified for the upright shafts in **730.32**.

Determine the shaft length required to meet field conditions and vertical clearances of signal heads over the roadway. The signal head clearance shall be a minimum of 16 feet 6 inches and a maximum of 19 feet. Fasten the span wire no closer than 1 foot 6 inches from the top of the pole.

Unless otherwise specified, provide all strain pole traffic signal supports with a one-piece anchor type base, fabricated from drop forged or cast steel of sufficient cross-section to fully develop the ultimate strength of the poles. Fasten the base to the pole with a welded connection that develops the full strength of the pole. Provide the base with a minimum of four holes of sufficient size to accommodate the proper size anchor bolts that are capable of resisting at yield strength stress, the bending moment of the shaft at its yield strength stress. Provide removable cast iron covers for the anchor bolts.

The shaft shall be fabricated from material providing minimum yield strength of 48,000 pounds per square inch after fabrication.

Galvanize the steel poles and hardware in accordance with ASTM A123.

Galvanize all steel and cast iron components, hardware, and threaded fasteners, except anchor bolts, after fabrication in accordance with ASTM A123, or A153 or A385, as applicable.

730.34 Pedestal Support Signal Poles

Provide pedestal poles consisting of one upright pole with suitable base and other accessories or hardware as required making a complete installation.

All poles shall be made of one continuous piece from top of base connection for the entire height of the pole. The cross-section shall be either cylindrical or octagonal and may or may not be uniformly tapered from butt to tip.

The cross-section at the tip shall have a 4-1/2 inch outside diameter.

A. Type "A" Pedestal (Aluminum)

Pedestals shall be of uniform octagonal or cylindrical cross-section of the tubular tapered type fabricated of one full length sheet.

Bases shall be octagonal or square in shape, of the ornamental type fabricated of cast material. Provide a handhole in each base.

Caps shall be of the nipple or tenon type mounting fabricated of cast material.

Furnish bases with four steel anchor bolts of sufficient size and length to securely anchor the base to the concrete footing. Weld the shaft to the cast metal base. Refer to the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (current edition).

Type A pedestal shaft shall be fabricated from aluminum tubing 6063-T4 heat treated to T-6 temper after fabrication, and meeting ASTM B221.

Type A anchor base shall be made of sand-cast aluminum alloy 356-T6 meeting ASTM B26 - SF 70A-T5 specifications.

B. Type "B" Pedestal (Steel)

Pedestals shall be fabricated from a 4-1/2 inch (outside diameter) seamless steel pipe.

Bases shall be octagonal in shape of the ornamental type fabricated of cast or malleable iron and shall have minimum height of 12 inches. The top opening of the base shall be threaded to receive the shaft. Provide a handhole in each base.

Furnish bases with four steel anchor bolts of sufficient length to securely anchor the base to the concrete footing.

730.35 Wooden Pole Signal Supports

A. General

Provide wooden poles of the class and length shown on the Plans and that meet **917.11**. Set poles to the depth shown on the Plans, and fit them with all the necessary hardware to make the installation complete.

The signal head clearance shall be 16 feet 6 inches minimum and 19 feet maximum. Fasten the span wire at least 2 feet below the top of the pole.

B. Guying Components

Guy clamps shall be steel, 3-bolt type, 6 inches in length, and of the proper strand size to fit the wire used. The clamp bolts shall have upset shoulders fitting into the clamp plate. Substitution of the cable grip is subject to the Engineer's approval.

Attach guy wire to the pole with a 5/8-inch diameter x 12-inch length single strand angle-type eye bolt with 2 x 2 inch square cut washers; lock washer, and square nut.

Instead of the eye bolt specified above, an angle single strand eye of drop forged steel may be used, fastened on threaded end of span wire eye bolt.

Sidewalk guy fittings shall consist of 2-inch inside diameter standard galvanized steel pipe of required length with malleable iron pole plate and guy clamp. Fasten the pole plate to the pole with a 3/8-inch thru bolt and 1/2-inch lag screws.

All guying components and hardware shall be galvanized in accordance with ASTM A123 or A153.

Anchors for guys shall be of the pressed steel four-way expanding fluke type or of the steel or malleable iron sliding plate type. The minimum unexpanded diameter shall be 8 inches, and the minimum expanded area shall be 110 square feet. Coat anchors with a black asphaltic paint.

Guy anchor rods shall be drop-forged steel, 3/4-inch diameter and 7-foot minimum length, threaded, of the single thimble eye type, with a square anchor bolt nut.

730.36 Pole Location

Install all signal support poles at the locations shown on the Plans or where directed by the Engineer.

COMPENSATION

730.37 Method of Measurement

Measurement for traffic signals will be on a per item basis for each item to be furnished and installed, as specified herein and shown on the Plans.

With regard to items for signal head assemblies, each item to be furnished, installed, or both furnished and installed shall be distinguished with a code number as follows:

1. The first digit is the number of faces per assembly.

2. The second digit will indicate the number of 12-inch lenses per assembly (including arrow lenses).

3. The third digit is the quantity of 8-inch lenses per assembly.

4. The letter "A" indicates an arrow lens and the digit following the "A" indicates the number of 12-inch arrow lenses per assembly.

5. The letter "H" or "V" indicates the arrangement of arrow signal lenses to be horizontal or vertical with respect to solid ball indications.
   EXAMPLE:
   1 5 0 A 2 H
   Digits indicate the following:
   1 = one face
   5 = five 12-inch lenses
   0 = zero 8-inch lenses
   A2 = two 12-inch arrow lenses
   H = Arrow lenses placed horizontally with respect to circular indications

A. Removal of Signal Equipment

The Department will measure items of equipment or material designated or required for removal on a per each intersection basis. Removal and salvage of all signal heads, poles, control equipment, cabinets, span wire, cable, and similar features to be performed at an intersection shall be included as a unit cost per each intersection. This includes the cost of stockpiling salvable equipment for pick-up by or delivered to the appropriate agency, as noted in the Plans.

Signal Head Assembly (includes Pedestrian Signal Heads)

The Department will measure signal heads of the type shown on the Plans by the individual assembly complete in place, per each. This item shall include the signal heads, terminals, lamps, attachment hardware, cable connection, and testing.

Pull Box

The Department will measure each pull box of the type required as one complete unit, installed, per each. This item includes the pull box, excavation, backfilling, crushed stone base, and other incidental items as called for in the Plans or Standard Drawings.

Electrical Service Connection

The Department will measure Electrical Service Connections on a per each signal installation basis. This item includes the electrical service supplied to the weatherhead by the local utility, all necessary materials, including an electrical meter base and disconnect pedestal, and labor for connection of the electrical service from the

controller to the weatherhead, the wiring of the controller and detectors, and all incidentals necessary to render a complete and operable system.

Signal Cable

The Department will measure the length of Signal Cable of each size (number of conductors) installed in linear feet to the nearest foot from point to point along the routing for each cable.

The Department will make horizontal measurements by center to center measurement from:

1. Pole to pole
2. Pole to signal head (when terminating in a signal head)
3. Pull box to pull box
4. Pull box to pole
5. Pull box to pole-mounted or base-mounted controller

For cable inside mastarms, the Department will measure from center of vertical support to signal head where cable terminates.

The Department will make vertical measurement by one of the following:

1. For cable inside poles or conduit risers, the distance from ground level to the point of attachment of the span wire.
2. For cable inside mast arm supports, the distance from ground level to the mast arm connection.
3. For cable to pole-mounted controller,
   a. From ground level to bottom of controller.
   b. From bottom of controller to point of attachment of span wire.
4. For cable to pole-mounted signal head or pushbutton,
   a. From ground level to bottom of signal head or pushbutton
   b. From bottom of signal head or pushbutton to point of attachment of span wire.

The Department will make no additional allowance for slack length, length inside equipment or supports (except as noted), length for the required 360-degree drip loop, and similar instances requiring additional length of cable.

Span Wire

The Department will measure Span Wire Assembly, Tether Wire Assembly, and Messenger Cable by type in linear feet to the nearest foot. The measurement will be made from center to center of poles. These items include attachment hardware, strain insulators, and other hardware shown in the Plans as part of the assembly. The Department will make no additional allowance for slack length and other instances requiring additional length of wire.

Steel Conduit Riser Assembly

The Department will measure conduit riser assemblies per each for each size conduit riser installed on the outside of a pole, as shown on the Plans. This item includes conduit, weatherhead, condulet, fittings, nuts, washers, banding, clamps, grounding, and other items necessary for installation.

Conduit

The Department will measure conduit in linear feet to the nearest foot for each size and type of conduit installed.

The Department will measure underground conduit along the conduit by one of the following:

1. From the face of curb to the center of a pull box, pole or controller foundation,
2. From center to center of pull boxes,
3. From center to center of a pull box and a pole or controller foundation, or
4. From center to center of pole foundations or pole foundation and controller foundation.

The Department will add:

1. 1 foot to the above measurements for each entry to a pull box or pole foundation and each exit of a pull box or pole foundation.
2. 3 feet to the measurement for each capped extra entry (conduit stub) or exit to a pull box or pole foundation installed, as shown on the Plans.
3. 3 feet to the measurement for each connection between underground conduit and above ground riser.
4. 3 feet to the measurement for each entry or exit to a foundation for a base-mounted controller.

This item includes trenching, backfilling, sealing, capping, fittings, bushings, banding, grounding, and other accessories and hardware required for installation of the conduit system.

Vehicle Loop Detector (Amplifier)

The Department will measure vehicle detector loop amplifier per each unit, including the cable and associated hardware necessary to electrically connect the amplifier to the controller and loop lead in.

The Department will measure two and four channel card rack type amplifiers per each unit, including the cable, card rack(s), and associated hardware necessary to electrically connect the amplifiers to the controller and loop lead-ins.

Shielded Detector Cable

The Department will measure the two-conductor shielded detector cable installed between the controller cabinet and the loop detector wires in linear feet to the nearest foot.

The Department will make horizontal measurements (overhead and underground) by one of the following:

1. From center to center of pull boxes,
2. From center to center of pull box and pole,
3. From center to center of poles, or
4. From center to center of pull box or pole and controller foundation.

The Department will make vertical measurements by one of the following:

1. From ground level to the point of attachment of span wire, inside pole or conduit riser,
2. From the bottom of controller cabinet to the point of attachment of span wire, or
3. From ground level to the bottom of controller.

The Department will make no additional allowance for slack length, length inside equipment or supports (except as noted), splices, and similar instances requiring additional length of cable.

Saw Slot

The Department will measure the length of saw slot for installation of detection loop and lead wiring in linear feet to the nearest foot. Measurement for detection loops in the traffic lanes will be made based on the loop size shown on the Plans (the nominal length plus the nominal width) times 2. The Department will make no additional allowance for saw overruns to obtain full depth of saw slot or diagonal cuts to prevent sharp bends in the loop wire. The Department will measure saw slot for detection loop leads from the conduit entry at the face of curb or edge of pavement and along the route of the lead-in to the detection loop.

This item includes backing rods, or polyethylene foam sealant, loop sealant, and all other incidentals necessary to render a complete and operable system.

Loop Wire

The Department will measure the length of loop wire for installation of detection loops and lead-ins in linear feet to the nearest foot. Measurement will be made from the pull box or pole to the detection loop, around the loop the required number of turns and back to the pull box, pole, or point of splice. The Department will make no additional allowance for slack length, length inside equipment or supports, splices, and similar instances requiring additional length of wire.

This item includes electrical connections, testing, and all other incidentals necessary to render a complete and operable system.

Controller

The Department will measure controllers as one complete unit, installed, per each. This item includes all auxiliary equipment shown the Plans to provide signalization control as shown on the Plans, and all hardware, including the cabinet (and cabinet foundation, if base-mounted), necessary for installation.

Wood Pole

The Department will measure Wood Poles, of the type and size shown on the Plans, per each, installed.

Guying Device

The Department will measure Guying Devices, of the type shown on the Plans, per each, installed. This item includes the guy wire, anchor, clamps, and all other components shown on the Plans necessary for installation.

Steel Strain Pole

The Department will measure Steel Strain Poles of the type and size shown on the Plans, per each, installed. This item includes the pole, foundation, anchor bolts, grounding, and all other hardware shown on the Plans necessary for a complete installation.

Cantilever Signal Support

The Department will measure Cantilever Signal Supports, of the type and size shown on the Plans, per each, installed. This item includes the vertical pole shaft, mast arm, foundation, anchor bolts, grounding, and all other hardware shown on the Plans necessary for a complete installation.

Service Cable

The Department will measure two conductor power service cables, of the type and size shown on the Plans, in linear feet to the nearest foot, installed. Horizontal runs will be measured center to center of poles. Vertical runs will be measured from the ground to the weatherhead inside a pole or conduit riser, or from the ground to the

bottom of the controller, or from the bottom of the controller to the weatherhead. This item includes all necessary attachment hardware. The Department will make no additional allowance for slack length or other instances requiring additional length of cable.

Pedestrian Pushbutton with Sign

The Department will measure Pedestrian Pushbutton with Sign as one complete unit, in place, per each. This item includes the pushbutton, sign, mounting hardware, wiring of pushbutton, testing, and all other incidentals necessary for a complete installation.

Pedestrian Signal Display with Pushbutton and Sign

The Department will measure Pedestrian Signal Display with Pushbutton and Sign as one complete unit, in place, per each. This item includes the signal heads, terminals, lamps, cable connections, pushbutton, sign, all attachment hardware, testing, and other incidentals necessary for a complete installation.

Portable Traffic Signal

The Department will measure Portable Traffic Signal, of the type shown on the Plans or as directed by the Engineer, per each, installed. This item includes the all of the software and hardware necessary for a complete installation.

730.38 Basis of Payment

The Department will pay for accepted quantities, complete in place, at the contract prices as follows:

Item	*Pay Unit*
Traffic Signal	Lump Sum
Removal of Signal Equipment	Each
Signal Head Assembly (Description)	Each
Install Pull Box (Description)	Each
Electrical Service Connection	Each
Signal Cable – (Description)	Linear Feet
Span Wire Assembly (___ pounds min. break strength)	Linear Feet
Tether Wire Assembly – __" Diameter	Linear Feet
Messenger Cable – __" Diameter	Linear Feet
Riser Assembly (Description)	Each
Conduit __" Diameter (Type)	Linear Feet
Vehicle Detector (Description)	Each
Shielded Detector Cable	Linear Feet
Saw Slot	Linear Feet
Loop Wire	Linear Feet
Controller (Description)	Each
Wood Pole (Description)	Each
Guying Device (Description)	Each
Steel Strain Pole (Description)	Each
Cantilever Signal Support (Description)	Each
Service Cable	Linear Feet
Pedestrian Pushbutton with Sign	Each
Pedestrian Signal Display with Pushbutton and Sign	Each
Portable Traffic Signal (Type)	Each

The unit price to be paid includes the cost of furnishing and installing, complete in place, each of the various types of equipment required by the Summary of Quantities shown on the Plans. Total payment is full compensation for all materials, labor, equipment, and incidentals necessary to produce a completely operative and finished installation of a traffic signal or traffic signal system as shown on the Plans and as specified herein, including restoration of pavements, sidewalks, and appurtenances damaged or destroyed during construction and tests. All additional materials and labor not specifically shown or called for, which are necessary to complete the traffic signal installation or traffic signal system described, will be considered incidental to the system and no additional allowance will be made.

S T A T E **O F** **T E N N E S S E E**

September 10, 2020 January 1, 2021

SPECIAL PROVISION

REGARDING

PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO

SURVEILLANCE SERVICES OR EQUIPMENT

Installation of telecommunication and video surveillance equipment, services or systems shall contain no components from providers as listed in Title 2 Code of Federal Regulations (CFR) Part 200.216.

The prohibition on certain telecommunication and video surveillance services or equipment regulation in Title 2 CFR 200.216 shall apply to this contract. Take all necessary and reasonable steps in accordance with Title 2 CFR 200.216 to ensure that no prohibited telecommunication and video surveillance services or equipment are included in any of the work in this contract. As defined in Title 2 CFR 200.471, the regulation provides clarity that the telecommunications and video surveillance costs associated with Title 2 CFR 200.216 are unallowable for services and equipment from the providers.

It is prohibited from installing equipment, services, or systems that use covered telecommunications equipment or services from providers described in section 889 of the National Defense Authorization Act for Fiscal Year 2019 (NDAA 2019).

As described in section 889 of the NDAA 2019, “covered telecommunications equipment or services” means:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- Telecommunications or video surveillance services provided by such entities or using such equipment; or
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. The term “covered foreign country” means the People’s Republic of China.

Any prohibited equipment installed must be removed and replaced at the contactor’s expense with acceptable equipment.

S T A T E **O F** **T E N N E S S E E**

December 12, 2022
(Rev. 9-12-23)
(Rev. 11-21-23)

January 1, 2021

SPECIAL PROVISION

REGARDING

BUILD AMERICA, BUY AMERICA ACT REQUIREMENTS

The Build America, Buy America Act (BABA) Public Law No. 117-58 SEC. 70914 that all of the iron, steel, manufactured products, and construction materials used are subject to Build America, Buy America requirements and are produced in the United States.

Effective 10/23/2023, the Office of Management and Budget (OMB) revised guidance in the Code of Federal Regulations (CFR) title 2 and add a new part 184 – Buy America Preferences For Infrastructure Projects and revised 200.322.

A. Iron and steel: FHWA existing requirements SP106A Regarding Buy America.

B. Manufactured products: FHWA Buy America Final Rule 11/25/1983, 48 FR 53099; Waiver for Manufactured Products.

C. Construction materials includes an article, material, or supply that is or consists of only one of the materials listed except as provided in 2).

1) Construction materials:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Fiber optic cable (including drop cable);
- Optical fiber;
- Lumber;
- Engineered wood; and
- Drywall.

2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

Construction materials incorporated into the project must meet one of the following construction material standards to be considered "**produced in the United States**".

1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Provide certifications to the Engineer for the construction materials that they meet the Build America Buy America Act requirements. Assure all submittals required for Buy America are submitted to the Engineer prior to the products and or materials being incorporated in the project.

Effective August 16, 2023, with the US Department of Transportation (DOT) Office of the Secretary Docket No.: DOT-OST-2022-0124:
Waiver of Buy America Requirements for De Minimis Costs and Small Grants, decision, certain waivers to the requirements stated herein are allowed.

The BABA's domestic preferences for iron and steel, manufactured products, and construction materials used in projects funded under DOT administered financial assistance programs will not apply under a single financial assistance award for the following situations:

1) The total value of the noncompliant products is no more than the lesser of $1,000,000 or 5% of total applicable costs for the project; where the "total value of the non-compliant products" does not include the value of those products subject to a separate Buy America waiver. "Total applicable project costs" are defined as the cost of materials (including the cost of any manufactured products) used in the project that are subject to a domestic preference requirement, including materials that are within the scope of an existing waiver and the de minimis cost portion of the waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313/ 23 CFR 635.410 (b)(4), or

2) The total amount of Federal financial assistance applied to the project, through awards or subawards, is below $500,000 but this does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).

The waiver does not apply to products that are the subject of two separate product-specific Buy America waivers from the Department:

1) For awards administered by FHWA that are subject to 23 U.S.C. 313, the waiver does not apply to electric vehicle chargers, as defined in the notice at 88 FR 10619.

2) For awards that are subject to 49 U.S.C. 5323(j), the waiver does not apply to mass-produced, unmodified non-ADA accessible vans and minivans with seating capacity for at least six adults not including the driver, as those terms are used in the notice at 87 FR 64534.

DOT Waiver of Buy America Requirements for De Minimis Costs requirements:

Provide certifications, documents, and calculations to the Engineer for all of the noncompliant products anticipated to be used in the project before being incorporated.

The contractor shall be responsible for all cost associated with products that are permanently incorporated into the project that does not meet the requirements of this Special Provision without prior written approval from the Department, up to and including removal and replacement.

S T A T E **O F** **T E N N E S S E E**

January 17, 2023 January 1, 2021

SPECIAL PROVISION

REGARDING

CERTIFIED PAYROLLS – LOCAL PROGRAMS

As specified by Minimum Wage Scales for Federal-Aid and State Funded Construction contract provisions and Special Provision 1273, submit certified payrolls for Contractor and subcontractor workforce to the Engineer weekly for each week in which any work is performed. Once Work begins, if in any week the Contractor or subcontractor does not perform Work, submit the following statement to the Engineer: "No work performed by (contractor name) for the week ending _____."

Assume all responsibility for ensuring all payrolls and all subcontractor payrolls are submitted and certified electronically for each week in which any contract work is performed. If all payrolls are not received in this timeframe, the progress payment shall be withheld until all necessary payrolls have been received.

There will be no direct payment for recording and reporting of this information. All cost associated with this provision shall be considered incidental.

PROPOSAL

TO THE CITY OF MURFREESBORO, TENNESSEE

By submitting this Proposal, the undersigned bidder represents that it has carefully examined the site of the work described herein, has become familiar with local conditions and the character and extent of the work; has carefully examined the Plans, the *Standard Specifications for Road and Bridge Construction* (January 1, 2015) adopted by the State of Tennessee, Department of Transportation, with subsequent revisions which are acknowledged to be a part of this Proposal, the Special Provisions, the Proposal Form, the Form of Contract, and the Form of Contract Payment and Performance Bond; and thoroughly understands their stipulations, requirements, and provisions.

The undersigned bidder has determined the quality and quantity of materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and, has arranged for the continuous prosecution of the work herein described.

By submitting this Proposal, the undersigned bidder agrees to provide all necessary equipment, tools, labor, incidentals, and other means of construction, to do all the work, and furnish all the materials of the specified requirements which are necessary to complete the work in accordance with the Plans, and the Specifications, and agrees to accept as payment in full the unit prices for the various items described in the Specifications that are set forth in this Proposal. The bidder understands that the quantities of work specified are approximate only and are subject to increase or decrease and that any such increase or decrease will not affect the unit prices set forth in this Proposal. Compensation for "extra work" which may be required by the CITY OF MURFREESBORO in connection with the construction and completion of the work but which was not reflected in the Plans and Specifications at the time of bidding, will be made in the following manner: work for which there is a unit price set forth in this Proposal will be compensated at that unit price; work for which there is no unit price set forth in this Proposal will be compensated in accordance with the applicable Tennessee Department of Transportation Standard Specifications.

By submitting this Proposal, the parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

By submitting this Proposal, the undersigned bidder, if awarded the contract, agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

By submitting this Proposal, the undersigned bidder, if awarded the contract, shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax or provide confirmation from the Department of Revenue that the bidder is not required to register for the Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

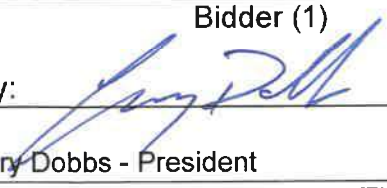
By submitting this Proposal, the undersigned bidder hereby agrees to be bound by the award of the Contract and, if awarded the Contract on this Proposal, to execute the required Contract and the required Contract Payment and Performance Bond within ten (10) days after receipt of notice of the award. The undersigned bidder submits herewith the required Proposal guaranty in an amount of not less than five percent (5%) of the total amount of the Proposal offered and agrees and consents that the Proposal guaranty shall immediately be at the disposal of the CITY OF MURFREESBORO, not as a penalty, but as an agreed liquidated damage if the required Contract and Contract Payment and Performance Bond are not executed within ten days from receipt of the notice of award.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106. This list is generated to identify entities ineligible to contract with the State of Tennessee or any political subdivision of the State per the Iran Divestment Act, T.C.A. §§ 12-12-101 – 113, and the current list may be found at the Tennessee Department of General Services, Central Procurement Office, website under the Public Information Library webpage at the following link: http://tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106._Iran_Divestment_Act-July.pdf.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to T.C.A.§ 12-4-119, and will not boycott Israel during the term of the contract. This applies to contracts of $250,000 or more and to contractors with ten (10) or more employees.

THIS PROPOSAL SUBMITTED BY:

Capital City Construction Services, LLC
Bidder (1)

By: 

Cory Dobbs - President
Printed Name and Title

P.O, Box 681117
Address

Franklin, TN 37068
City/State/Zip

Bidder (1) being a LLC (Type of business entity) composed of officers, partners, or owners as follows:

Cory Dobbs - President
Name/Title

Name/Title	Name/Title
Name/Title	Name/Title
Name/Title	Name/Title

Bidder (2)*

By:

Printed Name and Title

Address

City/State/Zip

Bidder (2) being a _____ (Type of business entity) composed of officers, partners, or owners as follows:

Name/Title	Name/Title
Name/Title	Name/Title
Name/Title	Name/Title

Dr. Martin Luther King Jr. Blvd. (SR-1), Sidewalks from Middle Tennessee Blvd. to Apollo Drive in Murfreesboro
City of Murfreesboro, Rutherford County, Tennessee
Project Number: TAP-1(395), 75LPLM-F3-076, PIN 126616.00

BID FORM

Bidder acknowledges receipt of the following Addenda:

ADDENDUM NO.: None DATED: _____

ADDENDUM NO.: ____ DATED: _____

ADDENDUM NO.: ____ DATED: _____

ADDENDUM NO.: ____ DATED: _____

	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
	105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	$15,000.00	$15,000.00
	201-01	CLEARING AND GRUBBING	LS	1	$55,612.24	$55,612.24
23	202-01	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	$16,565.16	$16,565.16
1	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	3191	$28.30	$90,305.30
1	203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	2264	$45.56	$103,147.84
	203-04	PLACING AND SPREADING TOPSOIL	C.Y.	2181	$33.04	$72,060.24
	203-06	WATER	M.G.	24	$25.81	$619.44
	203-07	FURNISHING & SPREADING TOPSOIL	C.Y.	288	$70.00	$20,160.00
24	204-06.01	FLOWABLE FILL (GENERAL)	C.Y.	57	$567.68	$32,357.76
2,3	209-03.21	FILTER SOCK (12 INCH)	L.F.	6610	$11.84	$78,262.40
2,3	209-05	SEDIMENT REMOVAL	C.Y.	100	$20.00	$2,000.00
2,3	209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	4804	$2.45	$11,769.80
2,3	209-08.08	ENHANCED ROCK CHECK DAM	EACH	1	$897.96	$897.96
2,3	209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	13	$188.78	$2,454.14
2,3	209-40.33	CATCH BASIN PROTECTION (TYPE D)	EACH	13	$410.20	$5,332.60
2,3	209-40.41	CATCH BASIN FILTER ASSEMBLY(TYPE 1)	EACH	7	$693.88	$4,857.16
2,3	209-40.42	CATCH BASIN FILTER ASSEMBLY(TYPE 2)	EACH	3	$693.88	$2,081.64
2,3	209-40.46	CATCH BASIN FILTER ASSEMBLY(TYPE 6)	EACH	10	$1,000.00	$10,000.00
	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	803	$60.65	$48,701.95
2,3	303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	118	$34.16	$4,030.88
	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	43	$357.14	$15,357.02
	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	1	$2,551.02	$2,551.02
	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	3	$1,020.41	$3,061.23
	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	1	$2,551.02	$2,551.02

	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
	407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	3000	$7.14	$21,420.00
	411-01.10	ACS MIX(PG64-22) GRADING D	TON	166	$229.59	$38,111.94
7	607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	1032	$108.97	$112,457.04
7	607-39.01	15" PIPE CULVERT (SIDE DRAIN)	L.F.	24	$91.00	$2,184.00
7	607-39.02	18" PIPE CULVERT (SIDE DRAIN)	L.F.	160	$108.97	$17,435.20
	611-07.30	15IN ENDWALL (SIDE DRAIN)	EACH	3	$3,282.58	$9,847.74
	611-07.31	18IN ENDWALL (SIDE DRAIN)	EACH	12	$7,981.94	$95,783.28
	611-07.54	18IN ENDWALL (CROSS DRAIN) 3:1	EACH	11	$2,361.29	$25,974.19
	611-12.01	CATCH BASINS, TYPE 12, 0' - 4' DEPTH	EACH	6	$5,943.23	$35,659.38
	611-12.02	CATCH BASINS, TYPE 12, > 4' - 8' DEPTH	EACH	1	$7,318.71	$7,318.71
	611-42.01	CATCH BASINS, TYPE 42, 0' - 4' DEPTH	EACH	5	$4,869.68	$24,348.40
	611-42.02	CATCH BASINS, TYPE 42, > 4' - 8' DEPTH	EACH	3	$7,478.71	$22,436.13
	701-01.01	CONCRETE SIDEWALK (4 ")	S.F.	25940	$6.28	$162,903.20
	701-02	CONCRETE DRIVEWAY	S.F.	240	$10.20	$2,448.00
	701-02.03	CONCRETE CURB RAMP	S.F.	2003	$30.61	$61,311.83
	702-01	CONCRETE CURB	C.Y.	2	$765.31	$1,530.62
	702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	70	$469.39	$32,857.30
	707-01.01	CHAIN-LINK FENCE (4-FOOT)	L.F.	100	$35.71	$3,571.00
	707-01.02	END & CORNER POST ASSEMBLY(CHAIN-LINK FENCE 4')	EACH	4	$510.20	$2,040.80
	707-01.03	GATE - CHAIN-LINK FENCE-4 FOOT (12-FOOT WIDE)	EACH	1	$1,020.41	$1,020.41
25	707-06.03	REMOVAL AND RESET FENCE (6-FOOT WOODEN FENCE, TRACTS 32 & 33)	L.F.	176	$61.50	$10,824.00
1,2	709-05.05	MACHINED RIP-RAP (CLASS A-3)	TON	101	$71.50	$7,221.50
1,2	709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	636	$70.30	$44,710.80
9	710-02	AGGREGATE UNDERDRAINS (WITH PIPE)	L.F.	4467	$12.45	$55,614.15
9	710-05	LATERAL UNDERDRAIN	L.F.	168	$11.43	$1,920.24
9	710-06.12	LATERAL UNDERDRAIN ENDWALL (3:1)	EACH	13	$1,837.43	$23,886.59
	712-01	TRAFFIC CONTROL	LS	1	$37,500.00	$37,500.00
	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	190	$28.57	$5,428.30
	712-05.03	WARNING LIGHTS (TYPE C)	EACH	73	$10.20	$744.60
8	712-06	SIGNS (CONSTRUCTION)	S.F.	514	$7.14	$3,669.96
	712-07.02	TEMPORARY BARRICADES (TYPE II)	L.F.	25	$15.82	$395.50
19	712-08.03	ARROW BOARD (TYPE C)	EACH	2	$1,122.45	$2,244.90
10	712-09.08	REMOVABLE PAVEMENT MARKING (6" LINE)	L.F.	11035	$3.83	$42,264.05

	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
	713-01.01	CLASS A CONCRETE (FOUNDATION FOR SIGN SUPPORTS)	C.Y.	4	$510.20	$2,040.80
	713-01.02	STEEL BAR REINFORCEMENT(FOUNDATION FOR SIGN SUPPORTS)	LB.	687	$3.32	$2,244.90
	713-11.01	"U" SECTION STEEL POSTS	LB.	732	$5.87	$4,296.84
	713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	LB.	279	$5.77	$1,609.83
	713-11.21	P POST SLIP BASE	EACH	9	$540.82	$4,867.38
	713-11.22	U POST SLIP BASE	EACH	17	$557.14	$9,471.38
	713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	S.F.	109	$16.33	$1,779.97
	713-13.03	FLAT SHEET ALUMINUM SIGNS (0.100" THICK)	S.F.	30	$16.33	$489.90
	713-14.21	STREET NAME SIGN (RIGID 0.100IN THICK)	S.F.	84	$27.55	$2,314.20
18	713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1	$76.53	$76.53
	713-16.01	CHANGEABLE MESSAGE SIGN UNIT	EACH	2	$5,000.00	$10,000.00
	713-16.20	SIGNS (R10-12)	EACH	2	$244.90	$489.80
18	713-16.41	RELOCATE SIGN	L.S.	1	$178.57	$178.57
6	716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	173	$30.61	$5,295.53
6	716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	613	$40.82	$25,022.66
6	716-04.12	PLASTIC PAVEMENT MARKING (YIELD LINE)	S.F.	48	$20.41	$979.68
	716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	L.F.	215	$1.02	$219.30
	716-08.03	REMOVAL OF PAVEMENT MARKING (CROSS-WALK)	L.F.	230	$2.55	$586.50
	716-08.04	REMOVAL OF PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	4	$25.51	$102.04
	716-08.05	REMOVAL OF PAVEMENT MARKING (STOP LINE)	L.F.	140	$10.20	$1,428.00
	716-12.01	ENHANCED FLATLINE THERMO PVMT MRKNG (4IN LINE)	L.M.	1.2	$8,673.47	$10,408.16
	716-80.01	PROTECTIVE BOLLARDS	EACH	5	$918.67	$4,591.85
	717-01	MOBILIZATION	LS	1	$73,345.00	$73,345.00
16	730-01.02	REMOVAL OF SIGNAL EQUIPMENT	EACH	1	$2,040.82	$2,040.82
20	730-01.05	REMOVE & RELOCATE SCHOOL SIGNAL EQUIPMENT	LS	1	$2,040.82	$2,040.82
	730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	8	1,316.33	$10,530.64
	730-02.17	SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	EACH	2	$2,031.63	$4,063.26
	730-03.21	INSTALL PULL BOX (TYPE B)	EACH	4	$1,020.41	$4,081.64
12	730-05.01	ELECTRICAL SERVICE CONNECTION	EACH	1	$6,632.65	$6,632.65
	730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	1850	$2.30	$4,255.00
	730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	740	$2.55	$1,887.00

	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
21	730-09.21	SPAN WIRE ASSEMBLY (OVERHEAD SCHOOL FLASHER)	L.F.	220	$3.06	$673.20
13	730-12.02	CONDUIT 2" DIAMETER (PVC SCHEDULE 40)	L.F.	145	$18.37	$2,663.65
14	730-12.23	CONDUIT 2" DIAMETER (DIRECTIONAL BORE)	L.F.	555	$81.63	$45,304.65
29	730-13.16	VEHICLE DETECTOR (RADAR/VIDEO)	EACH	1	$34,693.88	$34,693.88
	730-15.32	CABINET (EIGHT PHASE BASE MOUNTED)	EACH	1	$27,040.82	$27,040.82
28	730-16.04	CONTROLLER (ATC)	EACH	1	$5,973.47	$5,973.47
27	730-23.28	PEDESTAL POLE (TYPE A)	EACH	4	$2,551.02	$10,204.08
15	730-23.72	CANTILEVER SIGNAL SUPPORT (1 ARM @ 35')	EACH	2	$27,360.20	$54,720.40
15	730-25.01	CANTILEVER SIGNAL SUPPORT (1 ARM @ 50')	EACH	2	$34,312.24	$68,624.48
	730-26.11	COUNTDOWN PED SGNL HEAD W/AUDIBLE PUSH BUTTON & 15IN SIGN	EACH	8	$2,204.08	$17,632.64
22	730-50.31	SCHOOL SPEED LIMIT FLASHING ASSEMBLY (HARD-WIRED)	EACH	2	$5,306.12	$10,612.24
9	740-10.02	GEOTEXTILE (TYPE II)(SEDIMENT CONTROL)	S.Y.	7444	$3.59	$26,723.96
2,3	740-10.03	GEOTEXTILE (TYPE III)(EROSION CONTROL)	S.Y.	1678	$3.33	$5,587.74
2,3	740-11.02	TEMPORARY SEDIMENT TUBE 12IN	L.F.	1493	$3.78	$5,643.54
	797-07.61	ADJUST EXISTING MANHOLE (LID / TOP)	EACH	6	$937.51	$5,625.06
2,3,4, 11	801-01	SEEDING (WITH MULCH)	UNIT	58	$61.22	$3,550.76
2,3,4	801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	267	$51.02	$13,622.34
5	801-03	WATER (SEEDING & SODDING)	M.G.	139	$147.96	$20,566.44
2,3,11	803-01	SODDING (NEW SOD)	S.Y.	10600	$6.12	$64,872.00
					TOTAL BID (NUMERALS)	$2,138,562.50

TOTAL BID IN WORDS: Two Million One Hundred Thirty Eight Thousand Five Hundred Sixty Two Dollars and Fifty Cents

FOOTNOTES:

1 SEE SPECIAL NOTES ON SHEET 2D.

2 SEE SUBSECTION 209.07 OF STANDARD SPECIFICATIONS FOR MAINTENANCE REPLACEMENT.

3 ALL EROSION PREVENTION AND SEDIMENT CONTROL QUANTITIES ARE TO BE USED AS DIRECTED BY THE ENGINEER.

4 THE COST OF FERTILIZER AND LIME USED IN INITIAL SEED BED PREPARATION IS TO BE INCLUDED IN THE COST OF SEEDING. SEE SECTION 801 OF TDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

5 INCLUDES 139 THOUSAND GALLONS FOR EROSION PREVENTION AND SEDIMENT CONTROL.

6 THE CONTRACTOR MAY ELECT TO SUBSTITUTE PREFORMED PLASTIC FOR THERMOPLASTIC. PREFORMED PLASTIC SHALL BE PAID FOR AT THE SAME UNIT PRICE AS BID FOR THERMOPLASTIC.

7 THE BEDDING MATERIAL SHALL BE INCLUDED IN THE COST OF THE PROPOSED PIPE CULVERT.

8 SEE SHEET T2 FOR ITEM 712-06 TABULATION.

9 USED FOR AGGREGATE UNDERDRAIN IN SWALE - TDOT STD. DWG. MM-SW-2.

10 FOR TRAFFIC CONTROL PAVEMENT MARKING.

11 ITEM TO BE USED FOR FINAL STABILIZATION.

12 THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE LOCAL UTILITY TO OBTAIN THE ESTIMATE FOR ANY CHARGES BY THE UTILITY FOR PROVIDING ELECTRICAL SERVICE TO THE SIGNAL CONTROLLER. THESE CHARGES AND ANY OTHER EQUIPMENT NECESSARY FOR A COMPLETE SERVICE CONNECTION SHALL BE INCLUDED IN THE PRICE BID FOR THIS ITEM FOR PAYMENT BY CONTRACTOR.

13 ITEM TO INCLUDE COST OF TRENCHING AND BACKFILL. CONTRACTOR MAY ELECT TO USE SCH 80 TYPE CONDUIT BUT PAYMENT SHALL BE FOR SCH 40 TYPE AS APPROVED BY ENGINEER.

14 CONDUIT SHALL BE SCHEDULE 80 PVC.

15 SEE SPECIAL PROVISION 700SIG FOR POLE DESIGN REQUIREMENTS. BID ITEM SHALL INCLUDE THE COST OF ALL MATERIALS AND LABOR NECESSARY FOR COMPLETE INSTALLATION OF THE POLE FOUNDATION. SELECT THE APPROPRIATE FOUNDATION DESIGN FROM STANDARD DRAWING T-SG-10.

16 ITEM TO BE USED TO REMOVE CABINET, CONTROLLER, SPAN WIRE, STREET NAME SIGNS, AND SIGNAL HEAD DISPLAYS. SEE REMOVAL DIAGRAM ON SIGNAL PLANS.

17 RESERVED

18 REFER TO SHEET 2F2 FOR TABULATION.

19 ARROW BOARDS TO BE USED AT THE DIRECTION OF THE ENGINEER.

20 ITEM FOR REMOVAL OF TWO EXISTING OVERHEAD SCHOOL FLASHER ASSEMBLIES AS SHOWN ON PLANS. SALVAGEABLE EQUIPMENT SHALL BE PROVIDED TO CITY TRANSPORTATION

21 EXISTING SPAN SUPPORT CABLE SHOULD BE REMOVED AND REPLACED.

22 ITEM INCLUDES INTEGRATION WITH EXISTING CONTROL EQUIPMENT AND COMMUNICATION CABLES ON EXISTING SUPPORT POLES. MODIFICATION OF EXISTING POWER SERVICE AND COORDINATION WITH UTILITY OWNER SHALL BE INCLUDED IN ITEM.

23 SEE TABULATION OF REMOVAL ITEMS ON SHEET 2F1.

24 INCLUDES 3 CY FOR FILLING ABANDONED 15" CMP AT STA. 167+11, 44' LT

25 TO REMOVE AND REINSTALL EXISTING WOOD FENCES AS NEEDED FOR CONSTRUCTION OF SLOPES AT APPROX. STA. 168+00, 51' LT (100 LF) AND APPROX. STA. 168+00, 52' RT (76 LF).

26 RESERVED

27 ITEM TO BE 10' IN HEIGHT.

28 ITEM SHALL MEET PRODUCT SPECIFICATIONS AS FOUND IN THE CITY OF MURFREESBORO APPROVED PROPIETARY EQUIPMENT LIST.

29 EQUIPMENT SHALL MEET NOTRAFFIC PRODUCT SPECIFICATIONS AS FOUND IN THE CITY OF MURFREESBORO APPROVED PROPIETARY EUIPMENT LIST. ITEM IS MEASURED PER INTERSECTION AND SHALL INCLUDE ALL CABLING, PROCESSING UNITS AND MISCELLANEOUS HARDWARE. ESTIMATE INCLUDES 4 DETECTION CAMERAS AND 1800FT DETECTOR CABLE.

SUBMITTED BY:

AUTHORIZED SIGNATURE: _____ **DATE:** 9-24-25

NAME AND TITLE: Cory Dobbs - President

PROPOSAL CERTIFICATION

The undersigned, being first duly sworn, certifies on behalf of the bidder that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal or Contract. This is an official document that is required or authorized by law to be made under oath and is presented in an official proceeding. A person who makes a false statement in this certification is subject to the penalties of perjury.

The undersigned further certifies that said bidder is not under the control of any person, firm, partnership, or corporation, which has or exercises any control of any other person, firm, partnership, or corporation, which is submitting a bid on this Contract.

Bidder (1)

By: Cory Dobbs - President

Printed Name and Title

Sworn to and subscribed before me

this 25th day of September

Harriet M. Greer

Notary Public

My commission expires 02/20/2028

(Seal)

HARRIET M GREER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON

Bidder (2)

By:

Printed Name and Title

Sworn to and subscribed before me

this _____ day of _____,

Notary Public

My commission expires _____

(Seal)

***NOTE: The signature and information for Bidder (2) is to be provided when there is a joint venture.**

CITY OF MURFREESBORO, TENNESSEE

PROPOSAL BOND

CONTRACT NO.

Principal: Capital City Construction Services, LLC
Print Name of Principal

Surety: The Cincinnati Insurance Company
Print Name of Surety

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the CITY OF MURFREESBORO in the full and just sum of five percent (5%) of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the CITY OF MURFREESBORO shall award a Contract to the Principal, the Principal shall, within ten (10) days after written notice of the award is received by him, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in his Proposal or bid and provide bonds with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal withdraws its bid after bids are opened, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the Proposal Bond shall be immediately paid to the CITY OF MURFREESBORO, not as a penalty, but as agreed upon liquidated damages.

IN WITNESS WHEREOF, the Principal has caused these presents to be signed by a duly authorized official and the Surety has caused these presents to be duly signed and sealed by an authorized agent or attorney-in-fact.

Capital City Construction Services, LLC	The Cincinnati Insurance Company
Principal (1)	Surety (1)
By:	By:
	~~General Agent or~~ Attorney-in-Fact, Mark Neal
Cory B. Dobbs, President	09/25/2025
Print Name and Title	Date
09/25/2025	
Date	(Seal)
Principal (2)	Surety (2)
By:	By:
	General Agent or Attorney-in-Fact
Print Name and Title	Date
Date	(Seal)

***NOTE: The signature and information for Principal(2) and Surety(2) is to be provided when there is a joint venture.**

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Ryan P. Rothrock; Patrick A. Beless; Davis Tomblinson; Frank E. Neal, III; Mark Neal; Brent W. Neal; Jerri Bain; Thomas W. Neal; Jared Wilson and/or Erica Rachels

of Brentwood, Tennessee
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Five Million and No/100 Dollars ($25,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 25th day of September , 2025 .

BN-1457 (3/21)

CITY OF MURFREESBORO, TENNESSEE

PROPOSAL GUARANTEE

CONTRACT NO. [Title]

Bidder: Capital City Construction Services, LLC
Print Name of Bidder

KNOW ALL MEN BY THESE PRESENTS, that the above-named Bidder has tendered the attached cashier's or certified check in an amount equal to five percent (5%) of the total amount it bid for the project stated above, payable to the CITY OF MURFREESBORO, to be held pending the fulfillment of the following obligation conditions.

NOW, THEREFORE, the condition of this obligation is: the Bidder shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the CITY OF MURFREESBORO shall award a Contract to the Bidder, the Bidder shall, within ten (10) days after it receives written notice of the award, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in its Proposal or bid and provide bonds with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Bidder withdraws its bid after bids are opened, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bonds within the time period specified above, then the CITY OF MURFREESBORO shall cash the attached check and retain the funds, not as a penalty, but as agreed upon liquidated damages.

IN WITNESS WHEREOF, the Bidder has caused these presents to be signed by a duly authorized official.

Bidder (1)	Bidder (2)*
By:	By:
Cory Dobbs - President	
Print Name and Title	Print Name and Title
9-24-25	
Date	Date

***NOTE: The signature and information for Bidder(2) is to be provided when there is a joint venture.**

CITY OF MURFREESBORO, TENNESSEE

CONTRACT NO. [Title]

This agreement is made and executed in three (3) originals, between the CITY OF MURFREESBORO, and _____ hereinafter referred to as the "Contractor."

WITNESSETH

The CITY OF MURFREESBORO did advertise for, receive and accept a bid from the Contractor for work on the above identified contract.

In consideration of the agreements herein contained, to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

1. The contract between the parties consists of the following "Contract Documents" all of which constitute one instrument:
   (a) the Instructions to Bidders
   (b) the Proposal
   (c) all conditions and terms of this Contract form
   (d) the Contract Payment & Performance Bond and/or Letter of Credit, where applicable
   (e) the most current version of the *Tennessee Department of Transportation Standard Specifications for Road and Bridge* Construction (herein referred to as *TDOT Standard Specifications)*
   (f) Supplemental Specifications
   (g) Revisions and Additions
   (h) Special Provisions
   (i) Addenda
   (j) The most current version of the TDOT Standard Drawings
   (k) The Contract Plans,
   (l) The Work Order
   (m) Construction Changes
   (n) Supplemental Agreements

   All of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though set out in full.

2. The Contract Documents are intended to be complementary and to describe and provide for a complete work. Requirements in one of these are as binding as if occurring in all of them. In case of discrepancy, Supplemental Specifications will govern over the TDOT Standard Specifications; the TDOT Standard Specifications will govern over the local government standard specifications; the Contract Plans will govern over both Supplemental and Standard Specifications, and Special Provisions will govern over both Plans and Specifications. In interpreting Plans, calculated dimensions will govern over scaled dimensions. Contract Plans, typical cross sections and approved working drawings will govern over Standard Drawings.

3. The Contractor agrees to furnish all materials, equipment, machinery, tools and labor and to perform the work required to complete the project in a thorough and workmanlike manner, to the satisfaction of the appropriate official of the CITY OF MURFREESBORO.

4. The CITY OF MURFREESBORO agrees to pay to the Contractor such unit prices for the work actually done as are set out in the accompanying proposal, in the manner provided for in the TDOT Standard Specifications, Supplemental Specifications and applicable Special Provisions.

5. The Contractor shall, at all times, observe and comply with all applicable federal, state and local laws, ordinances and regulations and shall indemnify and hold harmless the CITY OF MURFREESBORO and all of its officers, agents and servants against any claim of liability or assessment of fines or penalties arising from or based upon the Contractor's and/or its employees' violations of any such law ordinance or regulation. The Contractor shall maintain documentation for all charges against the CITY OF MURFREESBORO under this Contract. The books, records and documents of the Contractor insofar as they relate to the work performed or money received under this contract shall be maintained for a period of seven (7) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the CITY OF MURFREESBORO, the State, the Comptroller of the Treasury, the Tennessee Department of Transportation, or their duly appointed representatives.

6. The Contractor shall be responsible for any and all injury or damage to persons or to property arising from the prosecution of the work and due to any act, omission, neglect or misconduct in its manner or method of prosecuting the work or due to its non-execution of the work or due to defective work or materials. The Contractor shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less that $1 million dollars per occurrence and $300,000 per claimant, naming the CITY OF MURFREESBORO as an additional insured.

7. The Contractor shall indemnify and hold harmless the CITY OF MURFREESBORO and all of its officers, agents and employees from all suits, actions or claims of any character arising from the Contractor's acts or omissions in the prosecution of the work, use of unacceptable materials in constructing the work, infringement of patent, trade mark or copyright, or claims for Workers' Compensation. If any such suit, action or claim is filed, the CITY OF MURFREESBORO may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the CITY OF MURFREESBORO to protect the CITY OF MURFREESBORO from loss therefrom. Upon resolution of the suit, action or claim, any remaining retained funds will be released.

8. Upon execution of this Contract, the Contractor shall be prepared to begin the work to be performed under the Contract, but will not proceed until it has received official "Notice to Proceed". This official notice will stipulate the date upon which it is expected that the Contractor will begin his work, and from which date the working days tabulated against its time limit will begin. All other requirements in regard to the beginning of construction set forth in the Proposal and Special Provisions will date from the official notice.

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be signed and executed by their respective authorized agents or officials.

Contractor 1	Contractor 2*
By:	By:
Print Name and Title	Print Name and Title
Date	Date

CITY OF MURFREESBORO, TENNESSEE

This Contract is accepted this _____ day of _____, _____

and is effective on the _____ day of _____, _____

_____
[CITY/COUNTY Official]

Approved:

_____
CITY OF MURFREESBORO
Attorney

***NOTE: The signature and information for Contractor 2 is to be provided when there is a joint venture.**

CONTRACT PAYMENT AND PERFORMANCE BOND

Note: to be filled out post-award

CONTRACT NO. [Title]

Be it known that _____, as Principal, and _____, as Surety(ies), all authorized to do business in the State of Tennessee, hereby bind themselves to the CITY OF MURFREESBORO, and other potential claimants, for all obligations incurred by the Principal under its contract with CITY OF MURFREESBORO, for the construction of the above identified contract; in the full contract amount of _____ _____ ($_____).

The obligations of the Principal and Surety(ies) under these payment and performance bonds shall continue in full force and effect until all materials, equipment and labor have been provided AND all requirements contained in the contract, plans and specifications have been completed in a timely, thorough and workmanlike manner. The parties agree that these bonds are statutory in nature and are governed by the provisions contained in Title 12, chapter 4 and Title 54, chapter 5 of the Tennessee Code Annotated relating to bonds required of contractors and that those provisions constitute a part of this bond.

By this instrument, the Principal and Surety(ies) specifically bind themselves, their heirs, successors, and assigns, *in solido*, under the following bonds:

Payment Bond. To the CITY OF MURFREESBORO and all "Claimants," as contemplated by T.C.A. Title 54, chapter 5, in the full contract amount of _____ _____ ($_____), in order to secure the payment in full of all timely claims under the project.

Performance Bond. To the CITY OF MURFREESBORO in the full contract amount of _____ _____ ($_____), in order to secure the full and faithful performance and timely completion of the project according to its plans and specifications, inclusive of overpayments to the contractor and liquidated damages as assessed.

Upon receipt of notice that the Principal is in default under the contract, the Surety(ies) shall undertake to complete performance, without regard to cost. If the Surety(ies) fail or refuse to complete performance of the contract, the CITY OF MURFREESBORO may then proceed with the work in any lawful manner that it may elect until it is finally completed. When the work is thus finally completed, the total cost of the same will be computed. All costs and charges incurred by the CITY OF MURFREESBORO in completing the Work will be deducted from any monies due or which may become due to the Principal. If the total costs of completion exceeds the sum which would have been payable under the Contract, then the Principal and the Surety(ies), *in solido*, shall be liable for and shall pay to the CITY OF MURFREESBORO the amount of such excess.

In witness whereof we have signed this instrument as dated.

Principal/Contractor 1:

By: _____ Date: _____

_____

Printed Name and Title

(For Joint Venture) Principal/Contractor 2:

By: _____ Date: _____

_____

Printed Name and Title

Surety 1:	**Surety 2:**
By:	By:
Attorney-in-Fact	Attorney-in-Fact
Printed Name	Printed Name
Agency Name	Agency Name
Street Address	Street Address
City/State/Zip	City/State/Zip

(Seal) (Seal)

Subsequent correspondence/communication from CITY OF MURFREESBORO with respect to monthly progress reports and/or the contract bonds should be directed to:

For Surety 1:	**For Surety 2:**
Name	Name
Address	Address
City	City
State/Zip	State/Zip
Phone Number	Phone Number
Fax Number	Fax Number

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: Construction Administration Contract for the Doctor Martin Luther King Jr. Blvd Phase 2 Sidewalk Project

Department: Engineering

Presented by: Lexi Stacey, Project Coordinator

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Consider approval of Amendment No. 2 to the professional services agreement with Neel-Schaffer, Inc. to provide Construction Engineering & Inspection (CEI) services for Phase 2 of the Doctor Martin Luther King Jr. Blvd (SR-1) Sidewalk Project.

Staff Recommendation

Approve Amendment No. 2.

Background Information

Neel-Schaffer will perform construction administration services for the Doctor Martin Luther King Jr. Blvd (SR-1) Sidewalk Project. These services, which are retained on most large construction projects, assists the City with administrative duties associated with the construction of the project. The estimate for professional services for this project is $206,616.

Council Priorities Served

Expand Infrastructure

Supports implementation of the 2040 Major Transportation Plan and enhances pedestrian safety and accessibility.

Fiscal Impact

The expense, or $206,616, is funded by state/federal funds and 2022 Bond at an approximate 80/20 split, with the majority of funding provided through TDOT's TAP program.

Attachments

Amendment No. 2 to the Agreement

October 8, 2025
NSI Project Number: NS.15131.000

Mr. Jim Kerr
Transportation Director
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37133

RE: Professional Engineering Services - Amendment #2
Dr. Martin Luther King, Jr Blvd – Sidewalk Extension (TAP) – Phase 2
PIN 126616.00; TAP-1(395); 75LPLM-F3-076

Dear Jim:

Per recent discussion, please accept this correspondence as documentation and request of Amendment #2 for additional services under the referenced contract. The referenced project has recently completed the advertisement and bidding phase. As part of the project's original RFQ solicitation and subsequent master professional services contract, the project scope includes provisions for the City of Murfreesboro to retain the design consultant during project construction to assist with certain construction administration and technical duties. As such, this letter agreement serves to document the scope of services and professional services fee for project CEI assistance. The following items comprise the project addendum:

- Exhibit A – Scope of Services
- Exhibit B – Estimate of Professional Fees

Based on the documented scope and fee estimate, Addendum 2 presents the additional services in the amount of $206,616.00. With the current professional services ceiling set at $272,432.00, the addendum request would establish the revised fee ceiling as $479,048.00. Neel-Schaffer will invoice labor and expenses as costs are incurred up to the contract ceiling. It is noted that the fee terms for CEI services have been amended from hourly not-to-exceed as provided during the design phase to cost plus net fee terms to follow consistency required by the Tennessee Department of Transportation. Required additional or currently unidentified services will be performed only with written prior authorization from the City of Murfreesboro. The terms and conditions of the requested addendum will follow the originally executed professional services agreement.

Thank you for your assistance. Please let us know if any additional information is needed.

Sincerely,

NEEL-SCHAFFER, INC.

Gregory D. Judy, P.E., PTOE
Engineer Manager/Vice President

Attachments

P: 615.217.0500 | F: 615.383.9984
201 East Main Street, Suite 325
Murfreesboro, TN 37130
www.neel-schaffer.com

engineers | planners | surveyors | environmental scientists | landscape architects

Signature Page

ISSUED AND AUTHORIZED BY:

CITY OF MURFREESBORO
Mayor

_____

Date Signed: _____

ACCEPTED AND AGREED TO BY:

NEEL-SCHAFFER, INC.

_____

Title: Engineer Manager/Vice President

Date Signed: 10/08/2025

APPROVED AS TO FORM:

CITY OF MURFREESBORO
City Attorney

_____

Date Signed: _____

EXHIBIT A

Exhibit A

Scope of Work for Engineer-of-Record and CEI Support Services for the Dr. Martin Luther King, Jr Blvd Sidewalk Improvement Project – Phase 2 PIN 126616.000; TAP-1(395); 75LPLM-F3-076

Project Description

The project provides for the construction and implementation of Phase 2 of the Dr. Martin Luther King Jr Blvd Sidewalk Improvement project, a state funded TAP grant project. Proposed construction activities include, but are not limited to, sidewalk installation, drainage infrastructure, signalization modifications and related pedestrian mobility improvements. The project limits consist of Martin Luther King Jr Blvd from Middle Tennessee Blvd to near Minerva Drive. The project will be administered as a TDOT locally managed contract.

Project Understanding

Neel-Schaffer, Inc. (NSI) will provide engineer-of-record (EOR) and inspection support services. The following outlines our understanding of the project scope and tasks of involvement.:

- ROW and/or easements required for project construction are or will be in place by the time of the issuance of the Contractor's Notice to Proceed for construction.
- The contracted period for construction will be twelve (12) months.
- Proposed services, as shown in scope, will be provided on part-time basis and in support of city inspection and management staff. The City of Murfreesboro will be responsible for required full-time construction inspection and administrative duties.
- Construction Engineering & Inspection (CEI) tasks will follow requirements of the Tennessee Department of Transportation.

Construction Administration

- Pre-Construction Meeting:
  N-S will assist and participate in the project's Pre-Construction meeting:
  - Coordination support for pre-construction meeting
  - Conduct pre-construction meeting following TDOT guidelines
  - Prepare pre-construction agenda following TDOT template
  - Document and circulate meeting minutes and identified action items
- Construction Progress Meetings (one per month):
  An NSI representative/inspector will attend and participate in scheduled monthly progress meetings. Meeting minutes and action items will be documented as part of project correspondence.
- Respond to Requests for Information (RFIs):
  NSI will assist the City in responding to RFIs submitted by the Contractor. This will include interpretation of information shown in construction plans and opinions of guidance. Responses provided by NSI will be shared and coordinated with City staff.

- Review of Material Submittals:
  NSI will review material submittals and shop drawings, which the Contractor is required to submit, but only for conformance with the design concept of the project as a functioning whole as indicated in the Contract Documents and compliance with the information provided in the Contract Documents. The Contractor is required to submit shop drawings, certifications and all other product and material information for all items and in the format required by TDOT guidelines. Any items submitted improperly or incomplete will be rejected without further review; the submitter will be requested to re-submit item information in the appropriate format before it is reviewed for technical suitability. Approvals, clarifications, rejections, or requests for additional information will be issued and submitted to the City for distribution to the Contractor. NSI will document results of material submittal reviews and will communicate questions and points-of-clarifications to City staff for discussion and final determinations.

- Part-Time Field Observation Assistance (not to exceed once per week):
  An NSI representative/inspector will be available to assist with field observation and reviews during active construction. The NSI inspector will join city inspector staff in the field to review contractor activities and participate in discussions. The scope provides for up to one site visit per week and assumes an overall nine-month active construction duration during which observation assistance may be needed. City inspectors will have primary inspection authority and responsibility.

- Concrete Field-Testing Services:
  NSI will assist with conducting field tests of concrete placed in conjunction with the project. NSI will require a minimum 48-hour advance notice from the project contractor to schedule presence of technical staff. Concrete field testing will follow requirements established by TDOT construction guidelines. NSI inspectors will coordinate arrangements for conducting concrete strength test breaks by TDOT or a TDOT-qualified third-party laboratory. The project contractor will have responsibility of preparing test cylinders. NSI may intermittently assign concrete testing tasks to a TDOT pre-qualified third-party partner to conduct same and equal services in the event of scheduling conflicts. The City of Murfreesboro will be responsible for any incidental laboratory testing fees as invoiced by NSI with appropriate backup documentation.

- Contractor Pay Request Assistance:
  NSI will assist the City with review of pay requests submitted by the Contractor. The City will have primary responsibility for documenting field quantities and tasks completed.

- Substantial Completion Services:
  Following notice from Contractor that the project is substantially complete, NSI and City representatives, accompanied by Contractor, will conduct a site visit to determine if the work is substantially complete and compile a respective punch list for further attention by the Contractor.

Services not included in this Scope of Work

- Material testing, lab testing and field tests (except those included in scope of services)
- Surveying and construction staking
- Public Involvement
- Permit/Application fees
- Utility Inspections
- EPSC Inspections
- Utility Coordination
- Geotechnical Investigation
- Design services during construction
- Labor compliance/payroll
- Change order preparation and processing
- TDOT-required project documentation other than that specifically stated above

EXHIBIT B

MANDAY ESTIMATE

NEEL-SCHAFFER
Solutions you can build upon

DESCRIPTION: Part-Time CEI and EOR Services - Dr. MLK Jr Blvd Sidewalk Improvement Project - Phase 2
Consultant: Neel-Schaffer, Inc
Date Prepared: 10/8/2025
Project No.: 75LPLM-F3-076; TAP-1(395)
PIN: 126616.00

Part-Time CEI & EOR Services

		Mandays					
TASK		**Project Manager**	**Senior Engineer**	**Engineer**	**Project Inspector**	**Admin.**	**Total Per Task**
1	**Pre-Construction Meeting Services**	1	0.5	2.5	0	0	4
2	**Progress Meetings Assistance** (assume 1 /month for 9 months)	3	6	0	6	0	15
3	**Respond to Requests for Information (RFIs**	2	2	9	0	0	13
4	**Review of Material Submittals**	3	1	9	0	0	13
5	**Contractor Pay Request Assistance**	3	1	1	0	0	5
6	**Substantial Completion Services**	8	1	1	3	0	13
7	**Part-Time Site Visits and Field Observation Assistance** (assume 2 visits per week for 10 months)	4	1	4	50	0	59
8	**Concrete Field Testing Tasks**	4	0	0	18	0	22
Subtotal Items 1-7		**28**	**12.5**	**26.5**	**77**	**0**	**144**

MANDAY ESTIMATE

NEEL-SCHAFFER
Solutions you can build upon

DESCRIPTION: Part-Time CEI and EOR Services - Dr. MLK Jr Blvd Sidewalk Improvement Project - Phase 2
Consultant: Neel-Schaffer, Inc
Date Prepared: 10/8/2025
Project No.: 75LPLM-F3-076; TAP-1(395)
PIN: 126616.00

Mandays					
Project Manager	**Senior Engineer**	**Engineer**	**Project Inspector**	**Admin.**	**Total Per Task**
28	**12.5**	**26.5**	**77**	**0**	**144**
28	12.5	26.5	77	0	144
19%	9%	18%	53%	0%	100%

	MANDAY RATE	**MANDAYS**		**DIRECT LABOR COST**	
Project Manager	$600.00	28		$16,800.00	
Senior Engineer	$680.00	12.5		$8,500.00	
Engineer	$520.00	26.5		$13,780.00	
Project Inspector	$320.00	77		$24,640.00	
Admin.	$175.00	0		$0.00	
		144		**$63,720.00**	

DESIGN DIRECT EXPENSES

NEEL-SCHAFFER
Solutions you can build upon

DESCRIPTION:	Part-Time CEI and EOR Services - Dr. MLK Jr Blvd Sidewalk Improvement Project - Phase 2
Consultant:	Neel-Schaffer, Inc
Date Prepared:	10/8/25
Project No.:	75LPLM-F3-076; TAP-1(395)
PIN:	126616.00

Reproduction Costs:

Item Description	Number / Unit	Unit Price	Item Subtotal	Item Total Cost
Photo-copies		$ 0.20	$ -	
Full size bond		$ 2.00	$ -	
Half size bond	400	$ 1.00	$ 400.00	
Full size vellum		$ 2.00	$ -	
Half size vellum		$ 1.00	$ -	
Full size mylar		$ 2.00	$ -	$ 400.00

Travel:

	Number of Trips	No. of Miles/No. of People			
Per Diem (75%)				$ -	
Per Diem			$ 30.00 Per Day		
Transportation	80.00 Round Trips	X 30.00 Miles X	$ 0.67 Per Mile	= $ 1,608.00	
Lodging	0.00 Nights	X 0.00 People X	$ 70.00 Per Person	$ -	$ 1,608.00

* Rate must agree amounts in effect with State of Tennessee travel regulations.
First and last day of travel must be at the 75% Per Diem Rate.

Other Expenses:

Item Description	Number / Unit	Unit Price	Item Subtotal	Item Total Cost
Concrete Testing Fees & Supplies	1	$ 7,500.00	$ 7,500.00	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ 7,500.00	

TOTAL DIRECT EXPENSES	**$ 9,508.00**

NEEL-SCHAFFER
Solutions you can build upon

DESCRIPTION: Part-Time CEI and EOR Services - Dr. MLK Jr Blvd Sidewalk Improvement Project - Phase 2

Consultant: Neel-Schaffer, Inc

Date Prepared: 10/8/2025

Project No.: 75LPLM-F3-076; TAP-1(395)

PIN: 126616.00

FEE SUMMARY			
1	CEI Labor Cost		$63,720.00
2	**Overhead**	176.19%	**$112,268.27**
3	Subtotal (3 + 4)		$175,988.27
4	**Net Fee** (Total Direct labor+Overhead) X (12.0%) (Nearest $10)		**$21,120.00**
5	Subtotal (3 + 4)		$197,108.27
6	**Direct Costs**		**$9,508.00**
7	**TOTAL (5 + 6)**		**$206,616.27**

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: Appointments to the Board of Trustees and Committee on Contributions of the Murfreesboro Community Investment Trust

Department: Mayor's Office

Presented by: Mayor

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Appointment of qualified individuals to serve on the Murfreesboro Community Investment Trust (MCIT) Board of Trustees and Committee on Contributions.

Staff Recommendation

Reappoint the following individuals to the terms listed below:

Trustee	**Term Expiration**
Anne Davis	11/06/2030
Steve Flatt	11/06/2030
Rick LaLance	11/06/2030
Committee Member	
Lynn Lien	11/06/2028
Lyle Lynch	11/06/2028

Background Information

The MCIT Trust Agreement provides that Board of Trustee members will serve, after their initial appointment, five-year terms. Board members are limited to two consecutive five-year terms and serve until their replacements are seated. The recommended reappointments to the Board of Trustees are for the first five-year term of each individual recommended.

The recommendation to reappoint Trustees Davis, Flatt, and LaLance is for their first reappointments. No objections to these reappointments have been presented by the Board or staff.

The Trust Agreement also provides that members of the Trust's Committee on Contributions will serve three-year terms after initial appointment. There is no limitation on Committee members' reappointment.

The recommendation to reappoint Committee Members Lien and Lynch is supported by staff.

Council Priorities Served

Responsible budgeting

MCIT funds supplement the City's budget and provide funding for charitable organizations that provide beneficial services within the Murfreesboro community.

Fiscal Impact

None, appointments and reappointments have no fiscal impact.

COUNCIL COMMUNICATION

Meeting Date: 11/6/2025

Item Title: Appointments to the Board of Trustees and Committee on Contributions of the Murfreesboro Community Investment Trust

Department: Mayor

Presented by: Mayor

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Appointment of qualified individuals to serve on the Murfreesboro Community Investment Trust (MCIT) Board of Trustees and Committee on Contributions.

Staff Recommendation

Reappoint the following individuals to the terms listed below:

Trustee	**Term Expiration**
Anne Davis	11/17/2030
Steve Flatt	11/17/2030
Rick LaLance	11/17/2030
Committee Member	
Lynn Lien	12/08/2028
Lyle Lynch	12/08/2028

Background Information

The MCIT Trust Agreement provides that Board of Trustee members will serve, after their initial appointment, five-year terms. Board members are limited to two consecutive five-year terms and serve until their replacements are seated. The recommended reappointments to the Board of Trustees are for the first five-year term of each individual recommended.

The recommendation to reappoint Trustees Davis, Flatt, and LaLance is for their first reappointments. No objections to these reappointments have been presented by the Board or staff.

The Trust Agreement also provides that members of the Trust's Committee on Contributions will serve three-year terms after initial appointment. There is no limitation on Committee members' reappointment.

The recommendation to reappoint Committee Members Lien and Lynch is supported by staff.

Council Priorities Served

Responsible budgeting

MCIT funds supplement the City's budget and provide funding for charitable organizations that provide beneficial services within the Murfreesboro community.

Fiscal Impact

None, appointments and reappointments have no fiscal impact.

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: Disciplinary Review Board

Department: Mayor's Office

Presented by: Mayor

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

Appointment of eligible individuals to serve on the Disciplinary Review Board.

Recommendation

Appoint the following individual to fill the vacancy left by Eric Meriwether:

Member	Term Expiration
Tina Perry (General)	09/30/2031

Background Information

The purpose of the Disciplinary Review Board is to provide a due process hearing for certain employment decisions made by the City Manager.

As established by City Code § 36(a), the Disciplinary Review Board consists of seven members who serve six-year, staggered terms. At least one member must be a manufacturing representative; a business owner; a manager of 20 employees or more; a non-city employee who is not in management; and one shall be a doctor, lawyer, dentist, engineer, accountant, or architect. All members must be registered as voters of the City for a period of not less than two years preceding such member's appointment.

Council Priorities Served

Engaging Our Community

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

COUNCIL COMMUNICATION

Meeting Date: 11/06/2025

Item Title: Beer Permits

Department: Finance

Presented by: Erin Tucker, City Recorder

Requested Council Action:

Ordinance	☐
Resolution	☐
Motion	☒
Direction	☐
Information	☐

Summary

TCA 57-5-103 delegates the authority to regulate the sale, distribution, manufacture, or storage of beer to the City where the business is located.

Staff Recommendation

The applications from the following applicants meet requirements and are recommended to be approved. The permits will only be issued once the permits are approved by the City Council (Beer Board) and building and codes final inspections are passed for regular beer permits or a special event permit is approved for special event beer permits.

Regular Beer Permits

Name of Applicant	Name of Business	Address	Type of Permit	Type of Business	Reason
Los Potrillos Murfreesboro, LLC	La Siesta Mexican Restaurant	2424 S Church St	On-Premises	Restaurant	Ownership Change
Layali Dubai LLC	Layali Dubai	1845 S Church St	On-Premises	Restaurant	New Location

Special Event Beer Permits

Name of Applicant	Date of Event	Type of Event	Location of Event
Read To Succeed	11/07/2025	Annual Fundraiser	1500 Medical Center Pkwy
Tennessee State Soccer Association	11/08/2025	Soccer Tournament	515 Cherry Ln
Tennessee State Soccer Association	11/09/2025	Soccer Tournament	515 Cherry Ln

Background Information

All applicants meet the requirements for issuing a beer permit per the City Code Chapter 4 Alcoholic Beverages with the exception of pending building and codes inspections for regular beer permits or pending special event permit for special event beer permits.

Council Priorities Served

Maintain public safety

Controlling the sale of beer within the City provides enforcement tools by the City for restrictions as to where beer is sold, ability to obtain the right to sell beer, time of beer sales and onsite consumption.

Attachments

Summaries of Request

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	Los Potrillos Murfreesboro LLC
Name of Business	La Siesta Mexican Restaurant
Business Location	2424 S Church St
Type of Business	Restaurant
Type of Permit Applied For	On-Premises

Type of Application:

New Location	
Ownership Change	X
Name Change	
Permit Type Change	
Corporation	
Partnership	
LLC	X
Sole Proprietor	

5% or more Ownership

Name	Guadalupe Calderon Borja
Age	41
Residency City/State	Knoxville, TN
Race/Sex	Hispanic/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly?	Yes
Occupancy Application Approved?	No

The actual beer application is available in the office of the City Recorder.

***I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	Layali Dubai LLC
Name of Business	Layali Dubai
Business Location	1845 S Church St
Type of Business	Restaurant
Type of Permit Applied For	On-Premises

Type of Application:

New Location	X
Ownership Change	
Name Change	
Permit Type Change	
Corporation	
Partnership	
LLC	X
Sole Proprietor	

5% or more Ownership

Name	Haider J. Al-Jihayshi
Age	48
Residency City/State	Murfreesboro, TN
Race/Sex	White/M
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly?	Yes
Occupancy Application Approved?	No

The actual beer application is available in the office of the City Recorder.

***I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

Special Event Beer Application

Summary of information from the beer application:

Name of Non-Profit Organization	Read to Succeed, Inc.
Organization Address	415 N Maple St Murfreesboro, TN 37130
Event Location	The View at Fountains 1500 Medical Center Pkwy
Event Date	11/7/2025
Event Time	5:30 p.m. until 9:00 p.m.
Period for Beer to be Served	5:30 p.m. until 9:30 p.m.
Approximate Number of Persons Expected to Attend	250
Nature and Purpose of Event	Annual Fundraiser
Application Completed Properly?	Yes
Internal Revenue Letter Provided?	Yes

The actual beer application is available in the office of the City Recorder.

Special Event Beer Application

Summary of information from the beer application:

Name of Non-Profit Organization	Tennessee State Soccer Association
Organization Address	237 Castlewood Dr Ste H, Murfreesboro, TN
Event Location	Richard Siegel Soccer Complex 515 Cherry Ln
Event Date	11/8/2025
Event Time	9:00 a.m. until 10:00 p.m.
Period for Beer to be Served	9:00 a.m. until 10:00 p.m.
Nature and Purpose of Event	Adult Soccer Tournament. Beer City Cup
Approximate Number of Persons Expected to Attend	600
Special Event Permit Approved?	Yes
Event Location	Richard Siegel Soccer Complex 515 Cherry Ln
Event Date	11/9/2025
Event Time	8:00 a.m until 4:00 p.m.
Period for Beer to be Served	8:00 a.m until 4:00 p.m.
Nature and Purpose of Event	Adult Soccer Tournament. Beer City Cup
Approximate Number of Persons Expected to Attend	600
Special Event Permit Approved?	Yes
Application Completed Properly?	Yes
Internal Revenue Letter Provided?	Yes

The actual beer application is available in the office of the City Recorder.

November 6, 2025

Statements to be considered for payment:

Bond Fund	
Cherry Lane Phase 3B property settlement	$ 525,000.00

No Items.