

# **MURFREESBORO CITY COUNCIL**

## **Regular Meeting Agenda**

September 6, 2018

7:00 p.m.

Council Chambers

### **PRAYER**

MR. EDDIE SMOTHERMAN

### **PLEDGE OF ALLEGIANCE**

### **CEREMONIAL ITEMS**

### **ELECTION RESULTS**

\*Report from City Recorder: Official Certificates of Election and Oath of Office administered by Judge Toby Gilley on September 6, 2018 for the newly elected Mayor and City Council Members.

### **Consent Agenda**

1. Subrecipient Agreement - H3ARC (Community Development).
2. Housing Rehabilitation: 1811 Foxdale Drive (Community Development).
3. Affordable Housing Program: 410 Douglas Avenue (Community Development).
4. Affordable Housing Program: 415 Douglas Avenue (Community Development).
5. Affordable Housing Program: 2016 Horncastle Drive (Community Development).
6. Affordable Housing Program: Lot 2 (formerly 410) Douglas Avenue (Community Development).
7. Affordable Housing Program: 712 East State Street (Community Development).
8. Commercial Structures & Facilities Painting Bid Rejection (Water Resources).
9. Purchase John Deere Backhoe Loader 310SL (Water Resources).
10. Crushed Stone Bids (Water Resources).
11. Crestland Avenue Project: Materials Bid (Water Resources).
12. Consolidated Utility District Water Boundary Revision (Water Resources).
13. Chlortec Cell Replacement (Water Resources).
14. Asphalt Purchases Report (Water Resources).

### **Minutes**

15. August 8, 2018 - Regular Meeting.
16. August 15, 2018 - Special Meeting.
17. August 16, 2018 - Regular Meeting.
18. August 23, 2018 - Regular Meeting.

### **Old Business**

19. Consider for passage on second and final reading ORDINANCE 18-OZ-44 to rezone an area along North Church Street and Olive Street to PRD (The Flats at Olive Street).
20. Consider for passage on second and final reading ORDINANCE 18-OZ-46 to amend 5.02 acres in Sunset Ridge PRD located along Warmingfield Drive.

### **New Business**

#### On Motion

21. City Hall Access Control System Purchase and Installation (IT).
22. Mandatory Referral for Overhead Electric Easement south of Manson Pike (Planning).
23. Contract with TDOT for FY18 Preventive Maintenance Expenses (Transportation).

**MURFREESBORO CITY COUNCIL**

**A G E N D A**

September 6, 2018

24. Construction Contract for ADA Improvements, Phase One (City Manager's Office).

**Licensing**

**Board & Commission Appointments**

**Payment of Statements**

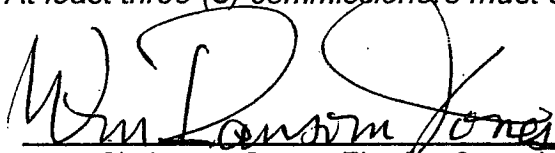
**Other Business**

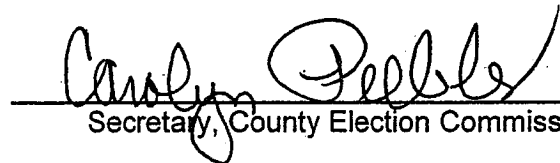
**Adjournment**

**CERTIFICATION OF ELECTION RESULTS  
FOR THE MURFREESBORO ELECTION  
HELD AUGUST 2, 2018**


We, the undersigned members of the **Rutherford County Election Commission**, do hereby certify that we held a **Municipal Election** for the **Murfreesboro** on **Thursday, August 2, 2018**, in the voting precincts in this city, according to law, for the purpose of electing the offices of **Mayor, Council, School Board**, and that we have canvassed the returns of said election as required by law, and we do hereby certify that the following 1 pages of tabulation are a true, correct, and complete accounting of the results by precinct of said election as established by the canvassing of the returns, this **13** day of **August, 2018**.


*At least three (3) commissioners must sign below:*

  
Chairman, County Election Commission

  
Secretary, County Election Commission

  
Member, County Election Commission

  
Member, County Election Commission

  
Member, County Election Commission

State of Tennessee - Rutherford County  
August 2, 2018  
Municipal - City of Murfreesboro  
Mayor

1	Shane McFarland	15,675
<b>Total Votes</b>		<b>15,675</b>

Councilman

1	Byron Glenn	2,584
2	Madelyn Scales Harris	9,016
3	Rick LaLance	7,478
4	Ronnie Martin	7,268
5	Nancy Rainier	5,737
6	Terry Schneider	3,475
7	Shawn Wright	4,523
<b>Total Votes</b>		<b>40,081</b>

School Board

1	Roseann H. Barton	8,679
2	Kevin N. Fisher	4,853
3	Becky Goff	9,259
4	Phil King	5,517
5	Amanda Moore	8,903
<b>Total Votes</b>		<b>37,211</b>

School Board (unexpired term)

1	Geoffrey R.B. Herring	2,395
2	David LaRoche	5,358
3	Kari Neely	4,692
4	Jimmy L. Richardson	1,958
<b>Total Votes</b>		<b>14,403</b>



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# State of Tennessee - Rutherford County

August 2, 2018

## Municipal - City of Murfreesboro

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### Mayor

1. Shane McFarland

Precincts:	1
2-1	143
3-1	70
4-1	3
4-2	387
4-3	629
4-4	21
6-1	21
6-2	178
7-1	458
7-2	912
8-1	224
9-2	0
13-1	759
13-2	808
14-1	1,573
14-2	1,326
15-1	1,174
15-2	967
16-1	772
16-2	198
16-3	366
17-1	541
17-2	68
17-3	29
18-1	638
18-2	671
19-1	10
19-2	431
20-1	467
20-2	904
21-1	478
21-2	449
Totals:	15,675

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# State of Tennessee - Rutherford County

August 2, 2018

## Municipal - City of Murfreesboro

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### School Board

1. Roseann H. Barton
2. Kevin N. Fisher
3. Becky Goff
4. Phil King
5. Amanda Moore

Precincts:	1	2	3	4	5
2-1	74	53	84	50	77
3-1	56	15	40	28	24
4-1	3	2	1	2	1
4-2	239	90	213	150	204
4-3	378	183	358	243	323
4-4	8	5	9	5	14
6-1	12	8	15	7	14
6-2	84	61	104	49	124
7-1	223	145	272	131	265
7-2	465	298	514	257	543
8-1	106	80	113	72	124
9-2	0	0	0	0	0
13-1	390	254	478	247	419
13-2	378	272	441	237	489
14-1	1,021	421	983	710	820
14-2	795	408	809	567	693
15-1	695	327	669	442	625
15-2	553	303	577	362	499
16-1	456	205	523	228	520
16-2	101	69	128	78	95
16-3	186	121	223	116	242
17-1	322	132	313	202	390
17-2	36	26	36	19	38
17-3	16	8	18	9	15
18-1	334	210	351	192	377
18-2	353	225	397	207	366
19-1	4	5	9	2	5
19-2	232	133	246	143	254
20-1	237	140	280	153	264
20-2	411	321	526	293	531
21-1	255	189	282	138	286
21-2	256	144	247	178	262
Totals:	8,679	4,853	9,259	5,517	8,903

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# State of Tennessee - Rutherford County

August 2, 2018

## Municipal - City of Murfreesboro

### School Board (unexpired term)

1. Geoffrey R.B. Herring
2. David LaRoche
3. Kari Neely
4. Jimmy L. Richardson

Precincts:	1	2	3	4
2-1	18	44	44	24
3-1	13	27	14	5
4-1	0	2	0	1
4-2	58	133	106	44
4-3	92	206	194	89
4-4	3	6	7	4
6-1	6	6	7	1
6-2	24	52	69	27
7-1	52	135	153	71
7-2	111	250	295	140
8-1	33	44	91	37
9-2	0	0	0	0
13-1	128	264	213	94
13-2	105	224	269	114
14-1	274	696	359	153
14-2	256	519	298	153
15-1	180	414	288	136
15-2	135	384	257	102
16-1	123	282	277	92
16-2	40	61	59	19
16-3	46	81	171	47
17-1	84	218	154	60
17-2	12	13	27	12
17-3	8	9	10	3
18-1	86	213	194	113
18-2	107	235	174	88
19-1	2	2	3	2
19-2	77	138	138	46
20-1	65	115	179	48
20-2	119	249	347	109
21-1	65	160	174	73
21-2	73	176	121	51
Totals:	2,395	5,358	4,692	1,958

# COUNCIL COMMUNICATION

**Meeting Date:** [9/6/18]

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**Item Title:** Subrecipient Agreement – H<sup>3</sup>ARC  
**Department:** Community Development  
**Presented by:** John Callow, Community Development Department  
**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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## Summary

The Murfreesboro/Rutherford County Continuum of Care (TN-510) is required by HUD to operate a Homeless Management Information System (HMIS) using software provided by a third-party vendor of the Continuum's choice.

## Staff Recommendation

Authorize the Mayor to sign a Subrecipient Agreement with H<sup>3</sup>ARC to cover the costs HMIS for TN-510 covering the period from September 1, 2018 through June 30, 2019.

## Background Information

For many years Murfreesboro Housing Authority has served as the HMIS Lead for TN-510. For the past several years, MHA has contracted with the Chattanooga Homeless Coalition using Bowman Servicepoint software. The City uses Emergency Solution Grant funds received from Tennessee Housing Development Agency to reimburse MHA for its costs. At its August 9, 2018, meeting, the H<sup>3</sup>ARC Executive Committee voted not to renew the Bowman contract and migrate HMIS to the Charity Tracker platform. Charity Tracker software is used by United Way of Rutherford County and the United Way Board has approved an expenditure of \$4,700 to assist in the cost of migrating data from Bowman to Charity Tracker.

## Council Priorities Served

*Excellent Services with a Focus on Customer Service*

Current HMIS users believe converting to Charity Tracker will allow them to collect better data on clients which will allow all agencies

## Fiscal Impacts

The City currently has a Subrecipient Agreement with MHA for HMIS. This agreement will be cancelled as of September 30, 2018. The H<sup>3</sup>ARC Subrecipient Agreement will go into effect on September 1, 2018, so that the Charity Tracker vendor can begin the conversion and agency training which will allow a seamless transition on October 1, 2018. The budget for the H<sup>3</sup>ARC Subrecipient Agreement will be \$10,000 less MHA expenses for July through September.

# COUNCIL COMMUNICATION

**Meeting Date:** [9/6/18]

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**Item Title:** Housing Rehabilitation – 1811 Foxdale

**Department:** Community Development

**Presented by:** John Callow, Community Development Director

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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**Summary**

The homeowner at the subject address has applied for and is eligible for assistance through the City's Housing Rehabilitation Program.

**Staff Recommendation**

Approving the expenditure of \$24,950 for the activity and authorize the Mayor to sign the construction contract on behalf of the City.

**Background Information**

Invitations to bid were mailed to six contractors on 8/7/2018. Two contractors participated in the required walk-through on 8/14/2018. Two bids were received and opened on 8/22/2018.

Charles Eversole Construction	\$24,950
James I. Brown	\$55,000

The homeowner has accepted the low bid and is scheduled to meet with the contractor the week of 8/27/2018 to sign the contract.

**Council Priorities Served**

*Safe and Livable Neighborhoods*

This activity will correct deficiencies that will make the housing unit safe, sound, and sanitary.

**Fiscal Impacts**

The current Community Development Budget allocates \$191,365 for Housing Rehabilitation Activities. Approving this activity will leave an uncommitted balance of \$146,097.

# COUNCIL COMMUNICATION

**Meeting Date:** [9/6/18]

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**Item Title:** Affordable Housing Program – 410 Douglas Avenue

**Department:** Community Development

**Presented by:** John Callow, Community Development Director

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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**Summary**

Assistance through the City's Affordable Housing Program.

**Staff Recommendation**

Approving the expenditure of \$10,000 for the activity using CDBG funds.

**Background Information**

The purchaser of the home to be built at the subject address has applied for and is eligible for assistance through the City's Affordable Housing Program. Disbursement of funds is subject to final approval of the first mortgage loan and the property and applicant meeting all program criteria at the time of closing. Sale price of the home is \$200,000. The first mortgage lender is Rutherford County Habitat for Humanity.

**Council Priorities Served**

*Safe and Livable Neighborhoods*

This activity will assist an income-eligible household to purchase a home that will be safe, sanitary, and affordable.

**Fiscal Impacts**

The requested expenditure is within the Community Development budget for Affordable Housing Program.

# COUNCIL COMMUNICATION

**Meeting Date:** [9/6/18]

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**Item Title:** Affordable Housing Program – 415 Douglas Avenue

**Department:** Community Development

**Presented by:** John Callow, Community Development Director

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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**Summary**

Assistance through the City's Affordable Housing Program.

**Staff Recommendation**

Approving the expenditure of \$10,000 for the activity using CDBG funds.

**Background Information**

The purchaser of the home to be built at the subject address has applied for and is eligible for assistance through the City's Affordable Housing Program. Disbursement of funds is subject to final approval of the first mortgage loan and the property and applicant meeting all program criteria at the time of closing. Sale price of the home is \$164,000. The first mortgage lender is Rutherford County Habitat for Humanity.

**Council Priorities Served**

*Safe and Livable Neighborhoods*

This activity will assist an income-eligible household to purchase a home that will be safe, sanitary, and affordable.

**Fiscal Impacts**

The requested expenditure is within the Community Development budget for Affordable Housing Program.

# COUNCIL COMMUNICATION

**Meeting Date:** [9/6/18]

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**Item Title:** Affordable Housing Program – 2016 Horncastle Drive

**Department:** Community Development

**Presented by:** John Callow, Community Development Director

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

---

**Summary**

Assistance through the City's Affordable Housing Program.

**Staff Recommendation**

Approving the expenditure of \$10,000 for the activity using CDBG funds.

**Background Information**

The purchaser of the home at the subject address has applied for and is eligible for assistance through the City's Affordable Housing Program. Disbursement of funds is subject to final approval of the first mortgage loan and the property and applicant meeting all program criteria at the time of closing. Sale price of the home is \$200,000. The first mortgage lender is Rutherford County Habitat for Humanity.

**Council Priorities Served**

*Safe and Livable Neighborhoods*

This activity will assist an income-eligible household to purchase a home that will be safe, sanitary, and affordable.

**Fiscal Impacts**

The requested expenditure is within the Community Development budget for Affordable Housing Program.



# COUNCIL COMMUNICATION

**Meeting Date:** [9/6/18]

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**Item Title:** Affordable Housing Program – Lot 2 (formerly 410) Douglas Avenue

**Department:** Community Development

**Presented by:** John Callow, Community Development Director

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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**Summary**

The purchaser of the home to be built at the subject address has applied for and is eligible for assistance through the City's Affordable Housing Program.

**Staff Recommendation**

Approving the expenditure of \$10,000 for the activity using CDBG funds.

**Background Information**

The purchaser of the home at the subject address has applied for and is eligible for assistance through the City's Affordable Housing Program. Disbursement of funds is subject to final approval of the first mortgage loan and the property and applicant meeting all program criteria at the time of closing. Sale price of the home is \$200,000. The first mortgage lender is Rutherford County Habitat for Humanity.

**Council Priorities Served**

*Safe and Livable Neighborhoods*

This activity will assist an income-eligible household to purchase a home that will be safe, sanitary, and affordable.

**Fiscal Impacts**

The requested expenditure is within the Community Development budget for Affordable Housing Program.

# COUNCIL COMMUNICATION

**Meeting Date:** [9/6/18]

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**Item Title:** Affordable Housing Program – 712 East State Street

**Department:** Community Development

**Presented by:** John Callow, Community Development Director

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

---

**Summary**

Assistance through the City's Affordable Housing Program.

**Staff Recommendation**

Approving the expenditure of \$10,000 for the activity using CDBG funds.

**Background Information**

The purchaser of the home to be built at the subject address has applied for and is eligible for assistance through the City's Affordable Housing Program. Disbursement of funds is subject to final approval of the first mortgage loan and the property and applicant meeting all program criteria at the time of closing. Sale price of the home is \$200,000. The first mortgage lender is Rutherford County Habitat for Humanity.

**Council Priorities Served**

*Safe and Livable Neighborhoods*

This activity will assist an income-eligible household to purchase a home that will be safe, sanitary, and affordable.

**Fiscal Impacts**

The requested expenditure is within the Community Development budget for Affordable Housing Program.

# COUNCIL COMMUNICATION

Meeting Date: 9/6/2018

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**Item Title:** Commercial Structures and Facilities Painting Bid Rejection

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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**Summary**

HP Ventures dba CertaPro Painters of Nashville was the only bidder. Staff reviewed the bid and the pricing of the bid is higher than anticipated. Staff feels that it is in the best interest of the Department and City to reject the bid.

**Staff Recommendation**

The Water Resources Board recommends that the City Council reject the bid by HP Ventures dba CertaPro Painters of Nashville North-Bowling Green.

**Background Information**

Invitations to Bid the Commercial Structures and Facilities Painting for the Stones River Water Treatment Plant were advertised and released for bid on June 12, 2018. Bids were publicly opened on Monday, July 16, 2018, in the MWRD Administration Conference Room at 2:00 p.m.

The Commercial Structures and Facilities Painting bid was to allow for repainting of the Stones River Water Treatment Plant and Auxiliary Intake Building over the next four years. This would allow staff to provide a more concrete capital cost for the Board. As there are several painting contractors in this area to perform this work, staff was confident that there would be at least three (3) bids. Unfortunately, there were some issues with the release of the bid documents and only one (1) qualified bidder place a bid on the project. Staff understands that more contractors will bid this project if the project goes out for bid again. The bid tabulation is below.

Contractor's Name	Fiscal Year Total	Total Cost/FY
HP Ventures dba CertaPro Painters of Nashville North-Bowling Green	2018-19	\$240,000.00
	2019-20	\$300,000.00
	2020-21	\$240,000.00
	2021-22	\$240,000.00
	<b>Grand Total</b>	<b>\$1,020,000.00</b>

# COUNCIL COMMUNICATION

Meeting Date: 9/6/2018

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**Item Title:** Purchase John Deere Backhoe Loader 310SL

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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## Summary

MWRD Operations & Maintenance requests approval to replace Unit 92, a 1996 Case Backhoe. This backhoe is used by MWRD Operations & Maintenance daily to load gravel, cold mix, and dirt. Based on the cost of upcoming routine repairs and the age of the equipment, the purchase of a new backhoe is critical to prevent downtime.

## Staff Recommendation

Staff recommends the Water Resources Board recommend to the City Council to approve the purchase of a backhoe loader in the amount of \$71,035.05 from Meade Equipment LLC.

## Background Information

With over 22 years of service, the performance of the machine is degrading and needs new tires, cylinder repairs, and transmission maintenance. Staff recommends replacing the backhoe to prevent costly repairs and downtime. Jack Hyatt, manager of Fleet Services, also approved the replacement.

Staff researched various backhoe loaders of similar type and decided the John Deere Backhoe Loader 310SL was the best fit for the department. It is included on the Statewide Contract through Meade Equipment, LLC located in LaVergne, TN.

## Council Priorities Served

*Excellent Services with a Focus on Customer Service*

Maintaining equipment in good operating condition tasks can be performed effectively and efficiently for our customers.

## Fiscal Impacts

Funding for the purchase of the backhoe loader was approved within the FY 2019 Rate Funded Capital Budget for \$110,000. O&M received a quote of \$82,047.00 with a trade in value of the current backhoe of \$11,011.95 resulting in a total cost of \$71,035.05 which is under budget by \$38,964.95.

**Attachments:**

1. Meade Equipment, LLC. Quote

**MEADE****Equipment Details**

Account Manager:

Mark Jarosz

615-785-6829 Lavergne Branch

Date: 8/1/2018

Price and availability subject to change without notice. Taxes and extended warranty are extra.

**310SL BACKHOE LOADER**

Code	Description	Qty
0A70T	310SL BACKHOE LOADER	
<b>Options</b>		
<b>Required Items:</b>		
170C	JDLink Ultimate Cellular - 5 Years	1
2401	English Decals with English Operator and Safety Manuals English decals installed and English operator's manual. Requires engine code 1065.	1
3065	Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential 5F/3R Powershift Transmission. Includes torque converter with electrically actuated twist grip TCL in 1st through 5th gears.	1
4464	Galaxy 19.5L - 24 in. 12 PR Rear & 12.5/80-18 10PR Front Requires Axle Code 3065 or 3095. Rear tire chains require wheel spacers.	1

2035	Cab Isolation mounted Modular design ROPS/FOPS Level 2 (meets ISO 3449 & ISO 3471 / SAE J1040) Molded roof. Tinted safety glass. Deluxe interior trim. Headliner. Molded floor mats. Less Radio. Air Conditioning 26,000 BTU. CFC free R134a refrigerant. Heater/defrosters/pressurizer, 40,000 BTU, 3 speed. Mechanical Suspension Deluxe, Cloth, Swivel Seat with Lumbar Adjustment and Arm Rests, Fully Adjustable. 3 in Seat Belt. Tilt Steering Wheel. Interior Rearview Mirror Front 2-speed wiper with windshield washer and rear 1-speed wiper. (2) front driving/working halogen lights - 32,500 Candlepower Each (2) rear working halogen lights - 32,500 Candlepower Each (6) additional work roof lights adds 2 front, 2 rear and 1 on each side of roof (4) turn signal/flashing/rear stop/tail lights - 2 front and rear (2) rear reflector	1
8675	See Order As Desired codes for additional Dual Maintenance Free Batteries 300 Minute Reserve Capacity (1900 CCA). Recommended for temperatures below 32 degrees F (0 degrees C).	1
6020	Extendible Dipperstick Extended stabilizer legs.	1
6210	No Auxiliary	1
5285	Pilot Controls, Two Lever, with Pattern Selection Horn button integrated into pilot control levers.	1
5400	Less Coupler	1
5600	Less Backhoe Bucket with Bucket Pins	1
7025	Two-Function Loader Hydraulics, Single Lever Single lever loader control with electric clutch disconnect and momentary MFWD.	1
7645	1.3 Cu. Yd. (1.0 Cu. M.) 92 in. (2.34 m) Wide Heavy Duty Long Lip Bucket with Bolt on Cutting Edge and Skid Plates	1
8455	750 Lb. (340 kg) Front Counterweight	1

1065 John Deere PowerTech Plus 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions  
With Net Peak Power of 99 Hp.  
For use only in areas where EPA Final Tier 4/EU Stage IV is required.

1

Turbocharged.  
Wet Sleeve Cylinder Liners.  
4 Valves / Cylinder.  
Electronically Controlled HPCR Fuel Delivery System, B20 Biodiesel Compatible .  
Cooled Exhaust Gas Recirculation.  
Serpentine Belt with Automatic Belt Tensioner.  
Enclosed Safety Fan Guard.  
Vertical Spin-On Engine Oil Filter.  
Spin-On Fuel Filter with Water Separator.  
Dual Safety Element Dry-Type Air Cleaner with Evacuator Valve.  
Underhood Catalysts with Vertical Curved Exhaust Stack.  
Passive flow-through Exhaust Aftertreatment system with Grid Heater.  
Electronically controlled, variable-speed cooling fan.

**Optional Items:**

9210	Left Side Console Storage with Cup Holders	1
9916	Radio, Basic Package AM/FM/Weather Radio, Bluetooth capable with microphone, 3.5mm auxiliary input, USB input, roof power port, roof storage compartment.	1
9919	Sun Visor	1
9920	Exterior Rear View Mirrors (2)	1
9965	Seat, Cloth Air-Suspension For enclosed Cab.	1
9110	Ride Control	1
AT437338	BKH Pin-on Bucket 12 In. (305 mm) Heavy-Duty 3.3 Cu. Ft. (0.09 Cu. M.)	1

**Configuration Total:**

310SL BACKHOE LOADER	1	79,937.36
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**Additional Charges**

Freight:	\$1,550.00
Setup & Delivery:	\$560.00

TN State Bid Piggy Back Opportunity thru 12/31/18	Total	82,047.00
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Trade Value of Case 580L		-11,011.95
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**FINAL TOTAL**  
**\$71,035.05**

# COUNCIL COMMUNICATION

Meeting Date: 9/6/18

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**Item Title:** Crushed Stone Bids

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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## Summary

Our current contract with Hoover to provide crushed stone to Murfreesboro Water Resources Department expires September 21, 2018.

## Staff Recommendation

Murfreesboro Water Resources is requesting approval to award the bid to Blue Water Industries. Blue Water Industries submitted the lowest overall bid. An estimated annual quantity of each type of stone was used in arriving at the overall total amount. The total estimated price delivered plus the total estimated price picked up was the basis of the bid award.

## Background Information

We issued an invitation to bid on August 7, 2018 for crushed stone. The bid opening was held at Operations and Maintenance on August 21, 2018. Three (3) vendors submitted bids: Blue Water Industries, Rogers Group, and Green Dream.

## Council Priorities Served

*Strong and Sustainable Financial and Economic Health*

Proper procurement ensures best cost savings to the department and our customers.

## Fiscal Impacts

The Operations and Maintenance division uses the following estimated tons of crushed stone on various projects throughout the year.

Crushed Stone	Estimated Quantity - tons	Picked up	Delivered
303.01 CI A Grade D	3,000	\$25,500	\$36,000
Graded 67	4,000	\$57,000	\$76,000
Quarter Down or #10 Stone	200	\$2,550	\$3,400
Surge Rock / Shot Rock	250	\$2,375	\$3,250
<b>Total</b>		<b>\$87,425</b>	<b>\$118,650</b>

The contract will be valid for one (1) year and is renewable for two (2) additional two-year periods (for a maximum of 5 years) at the option of the City.

**Attachments:**

1. Blue Water Industries - Bid Form

### 3. BID FORM

**Bid Name:** CRUSHED STONE

All prices must include all costs. Costs included in the bid prices shall include all costs which are necessary to provide for delivery or pickup of product. All costs for the delivery of product to work location shall be included in the unit price. Pricing for each component shall be effective for the (1) year term of the contract. The City is not subject to sales tax.

Awarded bidder may honor price(s) for other local governments.

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) days from the date of award, to furnish any or all of the items upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.

DELIVERED CRUSHED STONE	UNIT PRICE (per ton)		ESTIMATED ANNUAL QUANTITY (tons)	ESTIMATED ANNUAL COST
303.01 CI A Grade D	\$ 12.00		3,000	\$ 36,000.00
Graded 67	\$ 19.00		4,000	\$ 76,000.00
Quarter Down or #10 Stone	\$ 17.00		200	\$ 3,400.00
Surge Rock / Shot Rock	\$ 13.00		250	\$ 3,250.00
<b>TOTAL ESTIMATED PRICE - DELIVERED</b>				<b>\$118,650.00</b>

EACH "PICKED UP" UNIT PRICE MUST BE 75% OR LESS OF EACH "DELIVERED" UNIT PRICE.

PICKED UP CRUSHED STONE	UNIT PRICE (per ton)		ESTIMATED ANNUAL QUANTITY (tons)	ESTIMATED ANNUAL AMOUNT
303.01 CI A Grade D	\$ 8.50		3,000	\$ 25,500.00
Graded 67	\$ 14.25		4,000	\$ 57,000.00
Quarter Down or #10 Stone	12.75		200	2,550.00
Surge Rock / Shot Rock	\$ 9.50		250	\$ 2,375.00
<b>ANNUAL ESTIMATED PRICE - PICKED UP</b>				<b>\$87,425.00</b>

<b>TOTAL ESTIMATED PRICE DELIVERED PLUS TOTAL ESTIMATED PRICE PICKED UP. THIS TOTAL WILL BE THE BASIS OF THE BID AWARD.</b>				<b>\$ 206,075.00</b>
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Submitted by: BWI MTD II, Inc. dba Blue Water Industries  
(Company)

8-21-18  
(Date)

# COUNCIL COMMUNICATION

Meeting Date: 9/6/18

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**Item Title:** Crestland Ave Project – Materials Bid

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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**Summary**

Operations and Maintenance requested bids for the piping materials required to replace the waterline on Crestland Avenue.

**Staff Recommendation**

Murfreesboro Water Resources recommends accepting the lowest bid from Fortiline Waterworks.

**Background Information**

MWRD Operations and Maintenance requested sealed bids for the piping materials necessary for the water line replacement on Crestland Ave. The bid opening was held at Operations & Maintenance Tuesday August 21, 2018. Six (6) bids were received.

Project: Water Line Replacement Crestland Ave	
Company	Total
Fortiline Waterworks	\$24,026.20
G&C Supply	\$24,415.52
Southern Pipe & Supply	\$24,627.31
Consolidated Pipe	\$25,318.00
Hayes Pipe	\$26,203.00
Core & Main	\$27,644.98

**Council Priorities Served**

*Strong and Sustainable Financial and Economic Health*

Proper procurement ensures best cost savings to the department and our customers.

**Fiscal Impacts**

The overall piping material costs associated for the referenced project is \$24,026.20. Funds are available in the Capital Budget Expenditures – Account 320 Water Lines approved by the Water Resources Board and City Council in the 2018-2019 (FY19) budget.

**Attachments:**

1. Fortiline Waterworks - Bid Form

# QUOTE



a MORSCO brand

**\* ATTENTION\***  
See new terms and conditions  
at the bottom of the page

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
215810	FORTILINE NASHVILLE	5773321	8/02/18	1

CUSTOMER	PROJECT INFORMATION
MURFREESBORO WATER&SEWER DEPT. P.O. BOX 1477 MURFREESBORO, TN 37133	43-CRESTLINE AVE WATER PROJECT

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
20	2500	FT	<b>PIPING</b> 8" C900 DR18 PIPE BLUE	6.6700	16,675.00
			<b>Package Sub-total:</b>		<b>16,675.00</b>
50	1	EA	<b>TAPPING SLEEVE W/ACCESSORIES</b> 8X8 MJ TAP SLV F/DI TYLER	881.1300	881.13
			<b>Package Sub-total:</b>		<b>881.13</b>
90	1	EA	<b>TAPPING VALVE</b> 8" MJ TV O/L 7950 L/ACC	960.3500	960.35
100	1	EA	8" MJ REGULAR ACCESSORY SET	N/C	N/C
			<b>Package Sub-total:</b>		<b>960.35</b>
130	3	EA	<b>HYDRANT TEE W/ACCESSORIES</b> 8"X6" MJ HYD TEE C153	122.2500	366.75
140	6	EA	8" MJ REGULAR ACCESSORY SET	N/C	N/C
150	3	EA	6" MJ REGULAR ACC LESS GLAND	N/C	N/C
			<b>Package Sub-total:</b>		<b>366.75</b>
180	3	EA	<b>6" GATE VALVE W/ACCESSORIES</b> 6" MJ GV O/L 7571-01 L/ACC	475.3900	1,426.17
190	6	EA	6" MJ REGULAR ACCESSORY SET	N/C	N/C
			<b>Package Sub-total:</b>		<b>1,426.17</b>
220	4	EA	<b>8" GATE VALVE W/ACCESSORIES</b> 8" MJ GV O/L 7571-01 L/ACC	748.6500	2,994.60
230	8	EA	8" MJ REGULAR ACCESSORY SET	N/C	N/C
			<b>Package Sub-total:</b>		<b>2,994.60</b>
260	2	EA	<b>8" MJ CROSS W/ACCESSORIES</b> 8" MJ CROSS C153	127.5500	255.10

## ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
215810	43-CRESTLINE AVE WATER PROJECT	5773321	8/02/18	2

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
270	8	EA	8" MJ REGULAR ACCESSORY SET	N/C	N/C
			Package Sub-total:		255.10
300	6	EA	8" MJ 45 W/ACCESSORIES		
310	12	EA	8" MJ 45 C153	77.8500	467.10
			8" MJ REGULAR ACCESSORY SET	N/C	N/C
			Package Sub-total:		467.10
				Subtotal:	24,026.20
				Tax:	.00
				Bid Total:	24,026.20

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.

After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By TV1 8/21/18 8:22:37



# COUNCIL COMMUNICATION

Meeting Date: 9/6/18

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**Item Title:** Consolidated Utility District Water Boundary Revision

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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## Summary

SEC, Inc. has requested an additional property for Amendment #5 of the CUD/MWSD Boundary by requesting Murfreesboro Water Resources to relinquish the property at 2744 Old Fort Parkway to CUD for water service and fire protection. This address is located behind the newly built Burger King.

## Staff Recommendation

It is recommended that City Council approve the revision to the CUD/MWSD boundary and the Mayor executing an amendment to the Water Service Boundary.

## Background Information

It has been determined that our existing 8" water line will not provide the required fire protection for the proposed townhome development since it is a dead-end line. Looping this water main, to increase the fire protection, would require the developer to acquire off-site water easement to connect back into the water main along Agripark Drive. CUD has an existing water main along the western edge of the property, that is readily accessible, and can provide the required protection.

An amendment document will be prepared by our Legal Department, and this change will be considered a part of Amendment #5 to the boundary.

## Council Priorities Served

### *Safe and Livable Neighborhoods*

Relinquishing this area to CUD will allow the City's fire protection flow requirements to be met for this townhome development. This focuses on safe neighborhoods.

### *Excellent Services with a Focus on Customer Service*

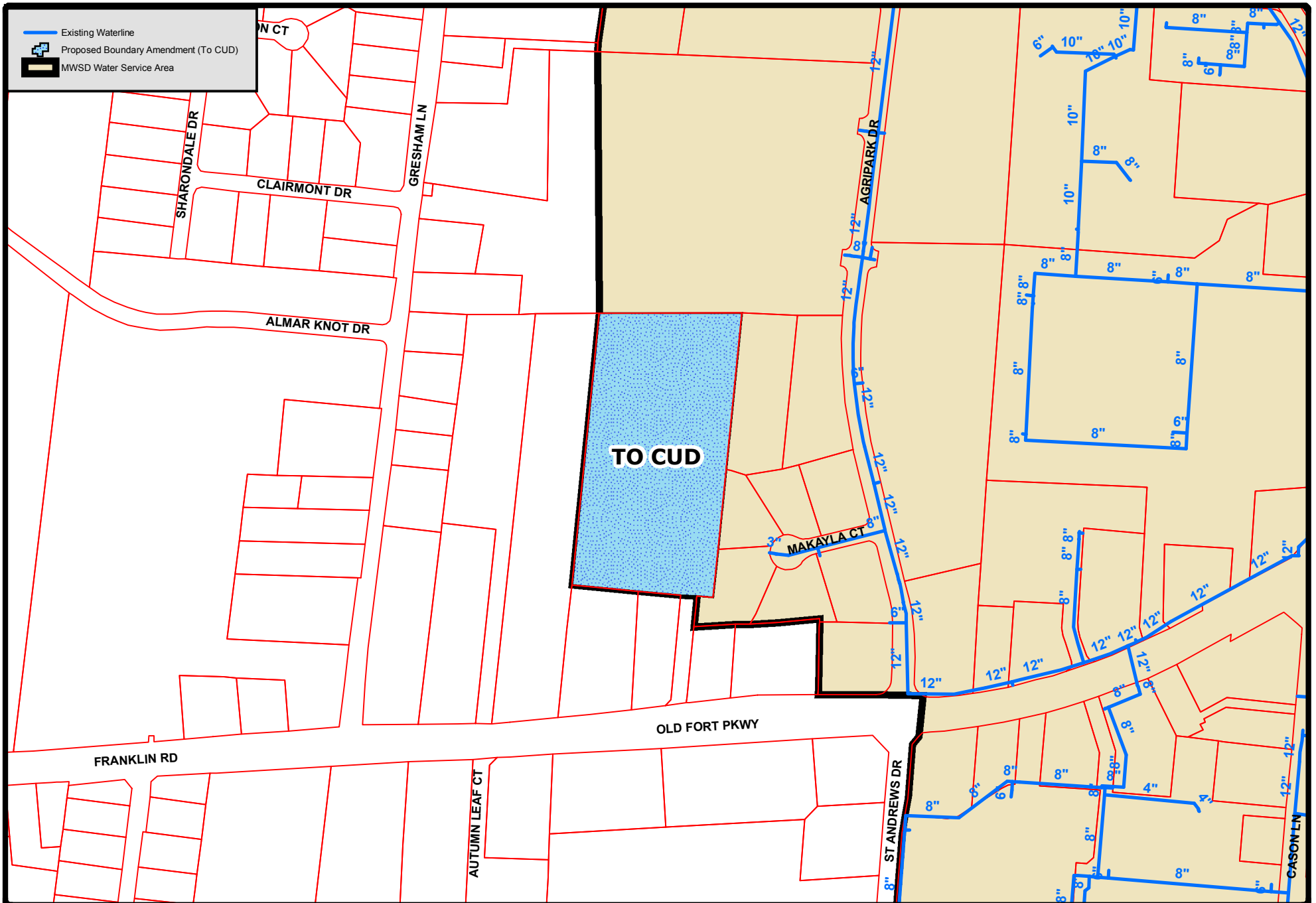
Relinquishing this area to CUD will allow water service that meets the City's requirements. This focuses on the customer's needs.

**Fiscal Impacts**

CUD has recently dedicated the Jackson property, along and north of Salem Hwy, east of River Rock Blvd, to the Department that they could not serve without extending a larger main. This swap would be a comparable swap and may someday be comparable developments.

**Attachments:**

1. GIS Exhibit of the Proposed Boundary Revision



SCALE : 1" = 400'

MURFREESBORO WATER RESOURCES DEPARTMENT

# Proposed MWRD Water Service Boundary Amendment-2744 Old Fort Pkwy



Amendment 5 Exhibit-2744 Old Fort Pkwy Part 2.mxd

# COUNCIL COMMUNICATION

Meeting Date: 9/6/2018

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**Item Title:** Chlortec Cell Replacement

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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## Summary

Staff noticed during the July 2018 cell cleaning, that some of the plates are falling into the bottom of the top cell of the No. 2 Generator. This will eventually lead to a failure in the cell over time thereby shutting down the generator. Based upon the failures in 2013, it was four (4) months from time the cell plates began to break and failure of the cell.

## Staff Recommendation

The Water Resources Board recommends that the City Council approve the purchase of one (1) Chlortec CT6-0450E cell assembly in accordance with the quote provided by The Eshelman Company, Inc.

## Background Information

In February 2013, Staff asked the Board and Council to approve the purchase of two (2) cells for the Chlortec (Sodium Hypochlorite or chlorine) generators. The Water Treatment Plant has two (2) Chlortec generators capable of producing up to 900 pounds of chlorine per day. Both generators were placed into service on December 18, 2008. Between 400 and 500 pounds per day of chlorine is required for the treatment process. Each Chlortec generator can produce up to 450 pounds of chlorine per day. One (1) generator consists of two (2) cells and both cells must be operational for the generator to operate. Each generator has one (1) new cell and one (1) original cell. The top cell on each generator was installed in 2013.

## Council Priorities Served

### *Safe and Livable Neighborhoods*

Provides safe and clean drinking water properly flowing to each customer.

### *Excellent Services with a Focus on Customer Service*

Provides proper equipment for personnel to perform their duties and maintain safe and clean drinking water properly flowing to each customer.

**Fiscal Impacts**

The cost for purchasing the one (1) CT6-0450E-1 cell assembly at a prorated rate is \$33,500.00. Funding will come from rate funded capital reserves.

**Attachments:**

1. The Eshelman Company, Inc. Quote



**DATE:** 7/27/18

**TO:** Alan Cranford, Murfreesboro Water and Sewer

**PROJECT:** ClorTec Replacement Cell

We are pleased to offer the following equipment for your review and consideration on the referenced project, subject to our normal terms and conditions of sale as outlined herein.

We propose to furnish the following:

- **One CT6-0450E-1 cell assembly with prorated pricing and 19 months remaining on the warranty.**

Only the equipment and materials mentioned specifically herein will be included. Piping, valves, pressure gauges, flow meters, main electrical service(s), motor control centers, concrete, conduit and/or wiring, or other items that may be required for installation or operation of equipment are not included and must be provided by others. Unloading, on-site handling, or storage are not included, and shall be provided by others. Terms of sale for all equipment will be net 30 days from date of shipment from the manufacturer.

A Pricing Summary Sheet is attached for your review and use as required. In the interim, if you have any questions concerning the equipment we offer, or if we may be of service in any way, please do not hesitate to contact our office immediately at 615-337-2771. We look forward to the opportunity of working with you on this project.

Sincerely,

The Eshelman Company, Inc.

Lynn Green  
Sales Engineer

Enclosures

P.O. Box 361984, Birmingham, AL, 35236, 615-337-2771

***Pricing Summary***

<b><i>Description of Equipment Proposed</i></b>	<b><i>Manufacturer</i></b>	<b><i>Total Price*</i></b>
One CT6-0450E-1 Cell Assembly – Prorated Pricing	Denora	\$33,500 Plus freight*

*\*All equipment pricing will be F.O.B. Factory, with actual freight to be prepaid and added to final invoice. No sales taxes included. Assume City to provide sales tax exemption as in past.*

**The Eshelman Company, Inc.**  
**P.O. Box 361984, Birmingham, AL, 35236**

**PROPOSAL – Murfreesboro ClorTec Cell**

**TERMS AND CONDITIONS OF SALE:**

- 1) **ACCEPTANCE:** This proposal is submitted to Buyer subject to the terms and conditions hereinafter set forth. The time for acceptance is thirty (30) days from the date hereof unless extended in writing by written modification or acceptance by Seller. Buyer agrees it has full knowledge of the terms and conditions set forth herein and on the sheets attached hereto and that the same are part of the agreement between Buyer and Seller. Buyer agrees that such terms and conditions shall be binding if during the acceptance period either (1) Buyer signs and returns to Seller a copy of this proposal or (2) Buyer tenders to Seller Buyer's purchase order incorporating the terms and conditions of this proposal, without modification or (3) the goods referred to herein are delivered to and accepted by Buyer.
- 2) **ITEMS INCLUDED:** This proposal includes only those items specified herein and does not include installation, field erection, accessory or related materials such as controls, piping, etc..., nor any other item unless specifically listed. All costs associated with such extra items shall be added to the quoted price and paid by Buyer.
- 3) **PRICES:** Prices quoted herein are firm provided Buyer accepts this proposal within the acceptance period and releases material for production and/or shipment within thirty (30) days of the submittal of any required specification data.
- 4) **PAYMENT:** Buyer will make payment for the items specified herein in accordance with the terms of this agreement. Credit extension is subject to approval by Seller and Buyer's continued credit-worthy status. Credit terms are Net 30 days from the shipment date of each item. In the event Buyer fails to make payment as required, the unpaid balance shall bear interest at the rate of one-and-one-half percent (1-1/2%) per month until paid in full. Buyer agrees to pay all collection costs and expenses, including attorney's fees, incurred by Seller in collecting or attempting to collect such unpaid balance.
- 5) **DELIVERY:** Delivery shall be F.O.B. point of shipment. Freight charges on all shipments unless specifically included in the quoted price are to be paid by Buyer. All claims for damage, delay or shortage arising from such shipment shall be made by Buyer directly against the carrier. Shipment schedules and/or delivery dates set forth in this proposal represent Seller's best estimate of time required to ship after Seller's receipt of the signed acceptance copy of this proposal and release for production from Buyer. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, EXPENSE, OR CHARGE OF ANY KIND RESULTING FROM DELAYS IN SHIPMENT, DELIVERY, OR INSTALLATION. Seller reserves the right to ship when ready, to make partial shipments, and to invoice pro-rata material or equipment supplied.
- 6) **CANCELLATION, SUSPENSION, OR DELAY:** Orders resulting from this proposal may be canceled, suspended, or delayed at any time prior to shipment, but only upon payment to Seller of reasonable charges for cancellation, suspension, or delay which shall include expenses already incurred, the cost to Seller to cancel, suspend, or delay, and Seller's anticipated profit.
- 7) **BACKCHARGES:** Seller will not accept backcharges for labor, materials, or other costs incurred by Buyer or others in adjustment, modification, service or repair of material or equipment furnished, unless such backcharge has been authorized by Seller in writing.
- 8) **FIELD SERVICE:** If field service for checking installation and/or instructions of operation in excess of the time set forth in this proposal is required, Seller's charge for such extra services shall be at the rate of \$500.00 per diem, including travel time, together with \$0.40 per mile travel expense.
- 9) **TAXES:** All applicable taxes or other government charges upon the production, sale, shipment, and/or use of equipment covered by this proposal shall be added to the total price and shall be paid by the Buyer.
- 10) **WARRANTIES:** Any warranties on the products sold pursuant to this proposal are those made by the manufacturer. In the case of all purchases in which Seller is not the manufacturer of the item purchased, SELLER EXPRESSLY AND SPECIFICALLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This disclaimer by Seller shall not affect the terms of any warranty which may be given by the manufacturer. In all cases in which Seller is the manufacturer of the product purchased, Seller warrants such product to be free from defects in material and workmanship under normal use and service for a period of one



(1) year from the date of shipment, provided Buyer notifies Seller in writing, of the defect in said product within the warranty period. SELLER'S OBLIGATION UNDER THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT, AT SELLER'S OPTION, OF ANY PRODUCT FOUND BY SELLER NOT TO BE IN CONFORMITY WITH ITS WARRANTY, provided that such product is, upon request, returned by Buyer to Seller, transportation prepaid. This warranty does not cover products damaged by decomposition from chemical action or wear caused by abrasive materials, nor does it cover damage resulting from misuse, accident, or neglect, or from improper installation, operation, maintenance, modification, or adjustment. This warranty does not cover products repaired away from Seller's factory without prior written approval of Seller. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. THE SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING OR RESULTING FROM THE BREACH OF ANY OF THE TERMS OF THIS WARRANTY OR FROM THE SALE, HANDLING, OR USE OF ANY PRODUCT SOLD PURSUANT TO THIS PROPOSAL.

- 11) **COMPLIANCE WITH LAWS:** Buyer shall be solely responsible for securing any necessary permits under, and for compliance with, all safety, health, and sanitation laws, ordinances, and regulations in connection with the installation and operation of any equipment or other product sold pursuant to this proposal. Buyer agrees to provide Seller, upon request, evidence of the securing of any such permits and of compliance with any such laws, ordinances and regulation, although Seller may rely exclusively on Buyer's representation, hereby made, that it shall secure such permits and comply with such laws, ordinances, and regulations.
- 12) **INDEMNIFICATION:** It is understood and agreed that Seller has relied on Data furnished by or on behalf of Buyer with respect to the safety aspects of the equipment or other products and that it is Buyer's responsibility to assure that the equipment or others products will, when installed and put into use, be in compliance with safety requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons or property. Buyer agrees to defend, indemnify, and hold harmless Seller, its agents and employees, against any and all losses, costs, damages, claims, liabilities, or expenses, including reasonable attorney's fees arising out of or resulting from any injury of damage to any person or property caused by inadequacy of safety features, devices, or characteristics in the equipment or other products, or in the installation, use or operation of same, except claims for repair or replacement of defective parts as provided herein.
- 13) **ALTERATION OF TERMS:** None of the terms and conditions contained in this proposal may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of Seller and delivered to Buyer by Seller, and each shipment shipped by Seller to Buyer shall be deemed to be only upon the terms and conditions contained in this proposal except as they may be added to, modified, superseded, or otherwise altered as herein provided, notwithstanding any terms of conditions that may be contained in any acknowledgment, purchase order, or other form of Buyer.
- 14) **GOVERNING LAW:** This Agreement shall be governed under and according to the laws of the State of Tennessee.
- 15) **COMPLETE AGREEMENT:** There are no terms, understandings, representations, warranties, or agreements between Buyer and Seller other than those stated herein, and all prior proposals and negotiations are merged into this Agreement.

SUBMITTED BY: \_\_\_\_\_ ACCEPTED BY BUYER: \_\_\_\_\_  
THE ESHELMAN COMPANY, INC. This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
  
Buyer: \_\_\_\_\_  
  
By: \_\_\_\_\_  
  
Title: \_\_\_\_\_

# COUNCIL COMMUNICATION

Meeting Date: 9/6/18

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**Item Title:** Asphalt Purchases Report

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>

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## Summary

Pursuant to the Murfreesboro City Code Section 2-10 (E)(7) 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).

## Staff Recommendation

The asphalt reporting of purchases, consistent with purchases associated as perishable, fuel-based commodity is provided as information only.

## Background Information

City Code section 2-10 (E)(7) says "report" not "approval". Thus, the attached report is in compliance with this reporting requirement. Purchases of asphalt are made throughout the month prior to the report on an "as needed" basis in conjunction with O&M's construction projects.

The last sentence of 2-10(E) (7) states that if this method is used for fuel & fuel products (e.g., asphalt), the purchases should be based on 3 competitive prices whenever possible. Staff will seek three (3) competitive quotes; however, in most instances, the asphalt manufacturers are manufacturing different asphalt mixes and as such O&M's purchase is a sole source. This will all be documented per the attached report.

## Council Priorities Served

*Strong and Sustainable Financial and Economic Health*

Proper procurement ensures best cost savings to the Department and our customers.

*Excellent Services with a Focus on Customer Service*

Maintaining safe drivability of roadways affected by water resources operations focuses on customer service.

**Fiscal Impacts**

The overall costs associated with asphaltic material purchases for these O&M projects are in the range of \$150,000 to \$175,000 per year.

**Attachments:**

**1. Asphalt Purchases Report**

MWRD OPERATIONS & MAINTENANCE	
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## ASPHALT PURCHASES

[illegible]

						0.00	
						0.00	
						0.00	
						0.00	
						0.00	
						0.00	
						0.00	
Totals						0.00	

## MWRD - OPERATIONS & MAINTENANCE

### ASPHALT QUOTES

	Blue Water		Hawkins		Vulcan		Notes
	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	
Jul	\$54.27	\$69.78	\$51.76	\$60.05	\$52.48	\$61.30	
Aug							
Sep							
Oct							
Nov							
Dec							
Jan							
Feb							
Mar							
Apr							
May							
Jun							

August 8, 2018

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 11:30 a.m. on Wednesday, August 8, 2018, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Rick LaLance  
Bill Shacklett  
Eddie Smotherman  
Kirt Wade

Vice-Mayor Scales Harris was absent the first part of the meeting but arrived later.

The following representatives of the City were also present:

Craig Tindall, City Manager  
James Crumley, Assistant City Manager  
Jennifer Moody, Assistant City Manager  
Adam Tucker, Interim City Attorney  
David Ives, Deputy City Attorney  
Melissa Wright, City Recorder/Finance Director  
Erin Tucker, Assistant Finance Director  
Gary Whitaker, Assistant City Manager/  
Economic Development  
Department Heads & Staff  
Georgia A. Meshotto, Administrative Assistant  
City Council/City Recorder

Mayor McFarland congratulated Ronnie Martin, newly elected City Council Member, and City Council Members Madelyn Scales Harris and Rick LaLance who were re-elected for another term. Mayor McFarland was also re-elected for another term.

The following letter of recommendation from the City Engineer was presented to the Council:

(Insert letter dated August 8, 2018 here with regards to  
Southwest Elementary School Construction Contract.)

Mr. Wade made a motion to approve a Contract with R. G. Anderson Company, Inc. in the amount of \$24,355,000.00 for construction of the Southwest Elementary School. Mr. Shacklett seconded the motion and all members of the Council present voted "Aye".

The following letter of recommendation from the City Manager was presented to the Council.

(Insert letter dated August 8, 2018 here with  
regards to Financial Transparency Software.)

Ms. Erin Tucker, Assistant Finance Director, gave a presentation on the Tuscaloosa, Alabama Website and Socrata product for Financial Transparency Software Modules on open budget and open checkbook. She addressed questions and comments during the presentation.

Mr. Shacklett made a motion to approve implementation of the Financial Transparency Software Module in the amount of \$14,000.00 and approve an annual

subscription cost of \$24,000.00. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

The following letter from the City Manager was presented to the Council:

(Insert letter dated August 8, 2018 with regards to Blackman Park Planning.)

Mr. Craig Tindall, City Manager, provided a concept drawing illustrating the proposed relocation of Blackman Park from I-840/Veterans Parkway to City-owned property on Franklin Road. There was discussion regarding interest in the I-840/Veterans Parkway site from the Tennessee State Soccer Association (TSSA) to move all their State Cup Tournaments, Olympic Development Trainings, State Offices, etc. to a municipality. Transportation is much better on the I-840/Veterans Parkway site, and the revenue from a development of this nature could pay for both parks. A general non-binding Memorandum of Understanding to move forward with discussions has been put forth. Mayor McFarland assured that Blackman Park was not being taken off the table. An economic development and feasibility study will be conducted on the Franklin Road/HWY 96 site for a park. Council concurred with moving forward with further discussions with TSSA.

The City Recorder/Finance Director presented a Special Event Beer Application for Middle Tennessee State University Foundation, 1301 E. Main Street, with event to be held at Cannonsburgh Village, 312 S. Front Street on August 9, 2018. A Beer Permit Application was presented for Applebee's Neighborhood Grill & Bar (ownership change) at 2896 S. Rutherford Boulevard. Approval of this permit would be subject to successful completion of all required building and codes inspections.

Mr. LaLance made a motion to approve a Special Event Beer Permit for Middle Tennessee State University Foundation at Cannonsburgh Village on August 9, 2018, and approve a Beer Permit for Applebee's Neighborhood Grill & Bar upon successful completion of all building and codes inspections. Mr. Wade seconded the motion and all members of the Council present voted "Aye".

Mayor McFarland announced that the Mayor/City Council Swearing-In Ceremony will be held on Thursday, September 6, 2018, at 6:00 p.m. in the City Hall Rotunda.

Mr. LaLance addressed the Remote Air Control Airplane Club operating out of the Coleman Farm location. He has had several ongoing complaints from residents since October 2017 regarding these remote planes flying over tops of houses and farms and not staying within their boundaries. Mr. LaLance preferred that the 5-year agreement be suspended. Mr. Wade has heard both sides and suggested researching the matter prior to suspending the agreement. Mr. Gary Whitaker, Assistant City Manager/Economic Development, said the club consists of approximately 50 members, most of who are veterans, who do a lot for the



community and are City residents. The Interim City Attorney stated he would look at the videos and review the agreement and come back to Council with a recommendation.

Mr. Wade requested reviewing guidelines for Air B & B, short term rentals. Mr. Adam Tucker, Interim City Attorney, stated he and the Finance Department are researching the collection of hotel/motel tax on Air B & B's and have a model agreement that Knoxville has entered into to facilitate that collection.

Mr. Adam Tucker, Interim City Attorney, announced that Ms. Elizabeth Taylor has been hired as the Assistant City Attorney to represent the Murfreesboro City Schools. She resides in Rutherford County; currently is General Counsel to the State Board of Education; Graduate of Fisk University; attended University of Memphis for Law School; and worked for the AG's Office and Department of Education. Ms. Taylor will take her post on September 4, 2018.

There being no further business, Mayor McFarland adjourned this meeting at 1:02 p.m.

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SHANE MCFARLAND - MAYOR

ATTEST:

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MELISSA B. WRIGHT - CITY RECORDER

August 15, 2018

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Administrative Conference Room at City Hall at 3:00 p.m. on Wednesday, August 15, 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

This special meeting was held to conduct interviews for the position of City Attorney for the City of Murfreesboro, Tennessee. Each candidate went through a review process with a Community Panel, Staff Panel and the City Council.

The following candidates gave a presentation on their law background, interests, and reasons for wanting to make a career move:

Jeffrey Todd Goodson, Deputy City Attorney of Clarksville, TN.

Misty Lavender Foy: Assistant (Deputy) City Attorney of the City of Franklin, TN.

Adam F. Tucker: Interim City Attorney of the City of Murfreesboro, TN  
(Previously Assistant City Attorney/Staff Attorney, August 25, 2010-  
June 5, 2018).

Council Members Madelyn Scales Harris and Kirt Wade left the meeting after the interviews were completed.

Mayor McFarland met with the Community Panel Council to get their consensus of the candidates. The Staff Panel and Council came back together to discuss each candidate. The Council each gave their choices for first, second and third place. The new City Attorney for Murfreesboro would be announced at the City Council regular meeting to be held on Thursday, August 16, 2018, at 7:00 p.m.

There being no further business, Mayor McFarland adjourned this meeting at 6:46 p.m.

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SHANE MCFARLAND – MAYOR

ATTEST:

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MELISSA B. WRIGHT - CITY RECORDER

August 16, 2018

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 7:00 p.m. on Thursday, August 16, 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:

Craig Tindall, City Manager  
James Crumley, Assistant City Manager  
Adam Tucker, Interim City Attorney  
David Ives, Deputy City Attorney  
Melissa Wright, City Recorder/Finance Director  
Chad Gehrke, Airport Manager  
Robert Holtz, Building & Codes Director  
Georgia A. Meshotto, Administrative Assistant  
City Council/City Recorder

Council Member Rick LaLance commenced the meeting with a prayer followed by the Pledge of Allegiance.

Ms. Pam Russell, Human Resources Director, presented a STARS Award to Engine 4 Crew Captain Keith Bratcher, Driver David Simms, Firefighter Troy Gannon and Firefighter Duane O'Donnell. These employees demonstrated exemplary service and represented the City in a positive light, exhibiting the core values and "Creating a Better Quality of Life" when they responded to a call on Graybar Lane at 8:30 p.m. on June 8, 2018 to assist a male patient that was unresponsive from a possible overdose. The crew administered medication and performed CPR on the patient who regained breathing and a pulse. Upon arriving at the Emergency Room, the doctor and medics commented to the patient that the efforts of the firefighters saved his life. Mayor McFarland congratulated each crew member and presented a STARS Award Plaque. State Representative Mike Sparks and former City Council Member/Vice-Mayor Chris Bratcher were also present for this presentation.

The Consent Agenda was presented to the Council for approval:

1. Water Resources: Precast Manhole Structures Bid.
2. St. Clair Street Senior Center: Restructure Social Services Department.
3. Community Development: Housing Rehabilitation: 163 Lansdan Drive.
4. Community Development: The Journey Home Acquisition of Rental Property.
5. Parks & Recreation: Contract Addendum for Redesign of Parks Maintenance Facilities.
6. Airport: Annual Tennessee Airport Maintenance Grant.
7. Engineering: CIP Funds Transfer-Kingdom Drive Bridge.

8. City Recorder: Retail Liquor Certificate of Compliance Renewal: Longhorn Liquor at 223 NW Broad Street.
9. Police: 2018 Justice Assistance Grant Application & MOU with Rutherford County Sheriff's Office.
10. Police: Purchase Server Equipment for Police & Fire Rescue Operations.
11. Police: Contract with Forensic Technology for Purchase of Forensic Equipment.
12. Finance: FY 2019 City Manager Approved Budget Amendments.

(Insert letters from the Water Resources, St. Clair Street Senior Center, Community Development, Parks & Recreation, Airport, Engineering, City Recorder, Police and Finance here.)

The City Manager clarified that Water Resources has one item listed for Precast Manhole Structures Bid; however, other items were attached to the recommendation, and these will be considered on the next agenda.

Mr. Shacklett made a motion to approve the Consent Agenda. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

Mr. Wade made a motion to approve the minutes as written and presented for the special meeting held on July 19, 2018. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

An ordinance, entitled "ORDINANCE 18-OZ-26 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 18.29 acres along Armstrong Valley Road as Single-Family Residential Six (RS-6) District, simultaneous with annexation, and to rezone approximately 44.5 acres along Armstrong Valley Road from Single-Family Residential Eight (RS-8) District to Single-Family Residential Six (RS-6) District; Cornerstone Development, LLC, applicant [2018-409]," which passed first reading on June 14, 2018, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Shacklett, seconded by Mr. Wade. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Bill Shacklett  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 18-OZ-26 here.)

An ordinance, entitled "ORDINANCE 18-O-43 amending the Murfreesboro City Code, Chapter 33-Water and Sewers, Section 33-200, regarding the Compton Road Sanitary Sewer Special Assessment District," which passed first reading on July 26, 2018, was read

to the Council and offered for passage on second and final reading upon motion made by Mr. LaLance, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Bill Shacklett  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 18-O-43 here.)

An ordinance, entitled "ORDINANCE 18-O-47 amending the Murfreesboro City Code, Chapter 2-Administration, Chapter 11-Electricity, and Chapter 33-Water and Sewers to implement organizational restructuring of City departments," which passed first reading on July 26, 2018, was read to the Council and offered for passage on second and final reading upon motion made by Mr. LaLance, seconded by Mr. Wade. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Bill Shacklett  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 18-O-47 here.)

The following letter from the Building and Codes Director was presented to the Council:

(Insert letter dated August 16, 2018 here with regards to  
Setback Requirements for Residential HVAC units.)

An ordinance, entitled "ORDINANCE 18-O-48 amending the Murfreesboro City Code, Chapter 7, Buildings, Section 7-12, International Residential Code-Amended," was read to the Council and offered for passage on first reading upon motion made by Mr. LaLance, seconded by Mr. Wade. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Bill Shacklett  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

The following letter from the Building and Codes Director was presented to the Council:

(Insert letter dated August 16, 2018 here with regards to Increases in Building Permit Fees.)

The following RESOLUTION 18-R-24 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Bill Shacklett  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

(Insert RESOLUTION 18-R-24 here adopting a Schedule of Fees for Permits Issued by the City of Murfreesboro Building and Codes Department.)

The following letter from the Building and Codes Director was presented to the Council:

(Insert letter dated August 16, 2018 here with regards to Permit Fee Refund Policy.)

The following RESOLUTION 18-R-25 was read to the Council and offered for adoption upon motion made by Mr. Wade, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Bill Shacklett  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

(Insert RESOLUTION 18-R-25 here adopting a City of Murfreesboro Building and Codes Department Permit Refund Policy.)

The following letter from the Building and Codes Director was presented to the Council:

(Insert letter dated August 16, 2018 here with regards to Increase in Sign Fees.)

The following RESOLUTION 18-R-26 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Bill Shacklett  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

(Insert RESOLUTION 18-R-26 here establishing fees for issuance of sign permits pursuant to Chapter 25.2, the Sign Ordinance.)

The following letter from the Airport Manager was presented to the Council:

(Insert letter dated August 16, 2018 here with regards to Release of Surplus Property.)

The following RESOLUTION 18-R-27 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Bill Shacklett  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

(Insert RESOLUTION 18-R-27 here declaring the intention of the City to utilization of the funds received from the sale of a certain tract of land to be released from the Grant restrictions related to the acquisition of the property exclusively to offset costs of constructing a new Terminal Building and related facilities at the Murfreesboro Airport.)

The following letter from the Planning Commission was presented to the Council:

(Insert letter dated August 16, 2018 here to schedule public hearings to consider zoning (4.9 acres) along Old Lascassas Rd & Greenland Dr (PUD) (College Pointe Center PUD); Annexation Plan of Services & Annexation Petition (3.2 acres) along Spring Cove Dr & Tombee Crt; Zoning (4.5 acres) (13 acres) along New Salem Hwy & Warrior Dr (P); and amend Zoning Ordinance Sections 7, 9, 24, 26, 27 & 31 and Chart 1 Endnotes.)

The following RESOLUTION 18-R-PH-50 was read to the Council and offered for adoption upon motion made by Mr. Wade, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Bill Shacklett  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

(Insert RESOLUTION 18-R-PH-50 here to schedule a public hearing for September 20, 2018 to consider rezoning approximately 4.9 acres along Old Lascassas Rd and Greenland Dr from Single-Family Residential Fifteen (RS-15) District and Residential Multi-Family Sixteen (RM-16) District to Planned Unit Development (PUD) District (College Pointe Center PUD) [2018-425]; Rajesh Aggarwal, applicant.)

The following RESOLUTION 18-R-PH-51 was read to the Council and offered for adoption upon motion made by Mr. Wade, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance

Bill Shacklett  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

(Insert RESOLUTION 18-R-PH-51 here to schedule a public hearing for September 20, 2018 to consider adoption of a Plan of Services for and annexation of approximately 3.2 acres along Spring Cove Dr & Tombee Crt [2018-507]; Christopher & Karen Yonge, applicants.)

The following RESOLUTION 18-R-PH-52 was read to the Council and offered for adoption upon motion made by Mr. Wade, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Bill Shacklett  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

(Insert RESOLUTION 18-R-PH-52 here to schedule a public hearing for September 20, 2018 to consider rezoning approximately 4.5 acres from Single-Family Attached, Zero-Lot Line (RS-A, Type 1) District to Park (P) District and approximately 13 acres from Single-Family Residential Fifteen (RS-15) District to Park (P) District along New Salem Hwy & Warrior Dr [2018-423]; Mark Pirtle Gateway, LLC & City of Murfreesboro, applicants.)

The following RESOLUTION 18-R-PH-53 was read to the Council and offered for adoption upon motion made by Mr. Wade, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Bill Shacklett  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

(Insert RESOLUTION 18-R-PH-53 here to schedule a public hearing for September 20, 2018 to consider amending Appendix A-Zoning dealing with revising Code references to reflect the proper boards, divisions and departments responsible [2018-802]; Planning Staff, applicant.)

The following letter from the Airport Manager was presented to the Council:

(Insert letter dated August 16, 2018 here with regards to access easement for TDK Hangar.)

Mr. LaLance made a motion to approve an Access Easement for TDK Hangar. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

The following letter from the Airport Manager was presented to the Council:

(Insert letter dated August 16, 2018 here with regards to Supplemental Land Lease Agreement with TDK Hangar.)



Mr. LaLance made a motion to approve a Supplemental Land Lease Agreement with TDK Hangar. Mr. Wade seconded the motion and all members of the Council voted "Aye".

The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated August 16, 2018 here with regards to Certificate of Compliance for Roxanne M. Blacksher at Aldi #18.)

Mr. Wade made a motion to approve a Certificate of Compliance for Wine in Retail Food Stores for Roxanne M. Blacksher, Aldi #18 at 3267 Memorial Boulevard. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated August 16, 2018 here with regards to Certificate of Good Moral Character for Patrick Walker at Murfreesboro Moose Lodge 645, 440 Rice Street.)

Mr. LaLance made a motion to approve a Certificate of Good Moral Character for Patrick Walker at Murfreesboro Moose Lodge 645, 440 Rice Street (new location). Mr. Wade seconded the motion and all members of the Council voted "Aye".

The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated August 16, 2018 here with regards to Beer Permit Applications.)

Mr. Smotherman made a motion to approve the following Beer Permit Applications pending successful completion of all building and codes inspections: Sodexo Operation, LLC @ MTSU Concessions, Johnny "Red" Floyd Stadium, 1327 Faulkinberry Drive (new location); Sodexo Operation, LLC @ MTSU Concessions, Charles M. Murphy Center, 2650 Middle TN Boulevard (new location); Sodexo Operation, LLC @ MTSU Concessions, Reese Smith Jr. Field, 635 Champion Way (new location); Sodexo Operation, LLC @ MTSU Concessions, Softball Field, 1836 MTSU Boulevard (new location); Aldi #18, 3267 Memorial Boulevard (new location); Spoke Easy, 220 Veterans Parkway, Suite I (new location); and Oishiya Hibachi and Sushi (ownership/name change), 517 Cason Lane, Suite A. Mr. Wade seconded the motion and all members of the Council voted "Aye".

Mayor McFarland indicated there were no board or commission appointments to be made.

The City Recorder/Finance Director indicated there were no statements to be considered for payment.

Under other business, the following letter from the Human Resources Director was presented to the Council:

(Insert letter dated August 16, 2018 here with regards to ICMA-RC Adoption Agreement Update.)

Mr. LaLance made a motion to approve the revised ICMA-RC Money Purchase Plan & Trust Adoption Agreement. Mr. Wade seconded the motion and all members of the Council voted "Aye".

Mayor McFarland announced that the results of the interviews held on Wednesday, August 15, 2018, for the position of City Attorney are to negotiate an offer to Mr. Adam Tucker, Interim City Attorney. Outside legal counsel is being requested to begin the process of negotiations.

Vice-Mayor Scales Harris made a motion to engage outside legal counsel to proceed with contract negotiations with Mr. Adam Tucker. Mr. Wade seconded the motion and all members of the Council voted "Aye".

Vice-Mayor Scales Harris thanked the citizens of Murfreesboro who voted to re-elect her for another term on the City Council.

Mayor McFarland congratulated Mr. Ronnie Martin, newly elected City Council Member, Vice-Mayor Madelyn Scales Harris and Mr. Rick LaLance who were re-elected to serve another term.

There being no further business, Mayor McFarland adjourned this meeting at 7:36 p.m.

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SHANE MCFARLAND - MAYOR

ATTEST:

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MELISSA B. WRIGHT - CITY RECORDER

August 23, 2018

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 7:00 p.m. on Thursday, August 23, 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:

Craig Tindall, City Manager  
James Crumley, Assistant City Manager  
Adam Tucker, Interim City Attorney  
David Ives, Deputy City Attorney  
Melissa Wright, City Recorder/Finance Director  
Donald Anthony, Planning Director  
Matthew Blomeley, Assistant Planning Director  
Margaret Ann Green, Principal Planner  
Gary Whitaker, Assistant City Manager/  
Economic Development Director  
Darren Gore, Assistant City Manager/  
Utility Enterprise Director  
Sam Huddleston, Executive Director/  
Development Services  
Ron Dennis, Facilities Superintendent  
Robert Holtz, Building & Codes Director  
Georgia A. Meshotto, Administrative Assistant  
City Council/City Recorder

Council Member Bill Shacklett introduced Ms. Cathy Ferrell with the American Red Cross of Rutherford County who briefly described the functions of the organization and then commenced the meeting with a prayer followed by Boy Scouts Evan and Wyatt Andrews, Troop 441, Christiana, Tennessee, who led those present with the Pledge of Allegiance.

Mayor McFarland recognized Boy Scouts Evan and Wyatt Andrews who were present to complete requirements for Citizenship in the Community Merit Badge.

Mr. Greg Tucker, Rutherford County Historian, presented historical facts on events surrounding the shooting and trial of the Murfreesboro Police Chief and Rutherford County Chief Deputy back in 1910.

The Consent Agenda was presented to the Council for approval:

1. Parks & Recreation: Playground Resurfacing through US Communities Cooperative Purchasing Program.
2. Fire & Rescue: CPSE Technical Advisor Program Professional Service Agreement.
3. Water Resources: State Chemical – Sole Source Purchase.
4. Water Resources: Corrosion Transmitters.
5. Water Resources: Vehicle Purchase for the Stones River Water Treatment Plant.
6. Water Resources: Water/Wastewater Mechanical/Electrical Services Contract Change Order No. 1.
7. Water Resources: Stones River Water Treatment Plant Emergency Lagoon Repairs.

8. Water Resources: Walter Hill Dam Rehabilitation.
9. Water Resources: Asphalt Purchases Report.
10. Senior Center: Letter of Agreement: Direct Appropriation Grant for Governmental Entities.

(Insert letters from the Parks & Recreation, Fire & Rescue, Water Resources and St. Clair St. Senior Center here.)

Mr. LaLance made a motion to approve the Consent Agenda in its entirety. Mr. Wade seconded the motion and all members of the Council voted "Aye".

Mr. Wade made a motion to approve the minutes as written and presented for the regular meetings held on July 19, 2018 and July 26, 2018. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

An ordinance, entitled "ORDINANCE 18-O-48 amending the Murfreesboro City Code, Chapter 7, Buildings, Section 7-12, International Residential Code-Amended," which passed first reading on August 16, 2018, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Wade, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Bill Shacklett  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 18-O-48 here.)

Mayor McFarland asked Vice-Mayor Scales Harris to take the chair as he had a conflict with the next agenda item pertaining to a public hearing for property at South Church Street and Olive Street. Mayor McFarland left the Chamber.

Vice-Mayor Scales Harris announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 18-R-PH-44 adopted by the City Council on July 19, 2018, to consider rezoning approximately 0.17 acres located along North Church Street and Olive Street from Residential Multi-Family Twelve (RM-12) District to Planned Residential Development (PRD) District (The Flats at Olive Street); Shane McFarland Construction, LLC, applicant [2018-418]. Notice of said public hearing was published in the August 7, 2018 issue of a local newspaper as follows:

(Insert notice here.)

Ms. Margaret Ann Green, Principal Planner, presented the applicant's request to construct two separate family structures on one lot of record with the following exceptions to the PRD zone: Minimum building setback lines to allow the structures to be up to 4' from

the front lot lines and 5' from the side property lines; minimum number of required parking spaces; requirement for perimeter planting yards; and increase in density from 12 to 23.5 dwelling units per acre. Surrounding properties are mostly multi-family and office general-residential. The proposed development is consistent with The Murfreesboro 2035 Land Use Plan for Auto-Urban (General) Residential Character. All units will be for purchase through a horizontal property regime; and have a HOA that is managed by a third-party association. Structures will be 4-story; living space 1,700-2,400 square feet with a minimum of 2 bedrooms; and minimum 2-car garage restricted to vehicular parking. The applicant addressed the Planning Commission's request to improve facades on the front of structures on Olive Street which has been done with windows; shutters are decorative; and gate added to fence along north side of property to prevent pedestrian traffic. These have been made part of the Program Book. The applicant did not want to restrict the development to "owner-occupied" only as he felt the price point is high enough that these would not rent cheaply in the downtown area. Mr. Matt Taylor, SEC, Inc., gave a presentation on the details of the plan and answered questions from Council.

Vice-Mayor Scales Harris then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning along Olive Street and North Church Street to Planned Residential Development (PRD) District (The Flats at Olive Street) come forward to the lectern.

Mr. Scott Trover, 110 Olive Street, was opposed to this development as it is out of character with the neighborhood and parking would be a nightmare due to these streets being so narrow.

Mr. Evan Frizzell, 533 East College Street, acquired the former log home of Ms. Christine Huddleston at 501 North Church Street which is directly across from the proposed rezoning request. The neighborhood area in this part of the downtown is composed largely of one and two-story houses with some government buildings. He felt the proposed change in zoning is incompatible with the existing homes. Traffic is a major concern as well as the addition of more cars competing for the already crowded on-street parking.

There were no others present who wished to speak for or against the proposed rezoning and, after ample time had been given, Vice-Mayor Scales Harris declared the public hearing closed.

Council and staff discussed the density of this development, traffic, on-street parking, narrowness of Olive Street, infrastructure and future improvements of cross streets in the downtown area.

An ordinance, entitled "ORDINANCE 18-OZ-44 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 0.17 acres along North Church Street and Olive Street from Residential Multi-Family Twelve (RM-12) District to Planned Residential Development (PRD) District (The Flats at Olive Street); Shane McFarland Construction, LLC, applicant [2018-418]," was read to the Council and offered for passage on first reading upon motion made by Mr. Smotherman, seconded by Mr. LaLance. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Bill Shacklett  
Eddie Smotherman  
Kirt Wade

Not Present: Shane McFarland

Nay: None

Mayor McFarland returned and resumed the chair.

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 18-R-PH-45 adopted by the City Council on July 19, 2018, to consider 1) Annexation Plan of Services and annexation petition for approximately 2.29 acres and 2) zoning of approximately 2.29 acres located along Blaze Drive to Single-Family Attached, Type 2 (RS-A2) District, simultaneous with annexation [2018-506 & 2018-422]. Notice of said public hearing was published in the August 7, 2018 issue of a local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the applicant's request for annexation and a Plan of Services for approximately 2.29 acres along the northeast side of Blaze Drive. The Preserve at Indian Creek is located to the north of subject property, and the Blackman Farm Subdivision is located to the south, both of which are in the City Limits. The Deerfield Subdivision is to the east of subject property and located in the County. Annexation will be easy to effect as utilities are available to serve subject property. The right-of-way is in the City Limits. The Fire Department has indicated services cannot be provided to an existing barn on the property and would have to be removed before the effective date of annexation. If first reading is passed on the zoning portion of the request, the second and final reading would be held until confirmation has been received that the barn is down. It was also noted that there was confusion at the Planning Commission public hearing regarding the accurate location of the Floodplain and Floodway. It was discovered that the map had an outdated Floodplain layer; however, the Plan of Services has been

updated prior to this meeting illustrating the correct Floodplain boundaries. The revised Floodplain boundary illustrates a small portion of the subject property being in the Floodway instead of the entire frontage of the property. Development can occur in the Floodplain provided compliance is met with the City's Floodplain Management Ordinance. There were no questions from the Council.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed Plan of Services and Annexation for approximately 2.29 acres located along Blaze Drive come forward to the lectern.

Ms. Danielle Nadeau, 375 Campfire Drive, stated there is a lot of area that may not be effective because of it being in the 100-year Floodplain that clearly holds water on a regular basis, and there may be some sinkholes. She formerly worked for a geotechnical firm and requested that Council deny the request for annexation.

Mr. Correy Brown, 3819 Blaze Drive, opposed the annexation and requested that this area remain as green space due to drainage issues on the property and changing the atmosphere around his home.

There were no others present who wished to speak for or against the proposed Plan of Services and annexation and, after ample time had been given, Mayor McFarland declared the public hearing closed.

Council and Staff discussed the issues of drainage and access. It was noted that the Plan of Services and annexation will only become effective if the zoning is passed.

The following RESOLUTION 18-R-PS-45 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Smotherman. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Bill Shacklett  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

(Insert RESOLUTION 18-R-PS-45 here to adopt a Plan of Services for approximately 2.29 acres along Blaze Drive [2018-506]; Hope and Bo O'Brien, applicants.)

The following RESOLUTION 18-R-A-45 was read to the Council and offered for adoption upon motion made by Mr. Smotherman, seconded by Mr. LaLance. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Bill Shacklett  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

(Insert RESOLUTION 18-R-A-45 here to annex approximately 2.29 acres along Blaze Drive, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee [2018-506]; Hope and Bo O'Brien, applicants.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing with regards to zoning approximately 2.29 acres located along Blaze Drive to Single-Family Residential Attached (RS-A2) District, simultaneous with annexation.

Mr. Matthew Blomeley, Assistant Planning Director, presented the applicant's zoning request for property just considered for annexation on the northeast side of Blaze Drive. Single-Family Residential Attached (RS-A2) District permits a maximum density of twelve dwelling units per acre. The 2.29 acres could achieve 27 units; however, there is not a plan to know how many units could be developed. The ordinance requires that exterior materials consist of a minimum of 75% brick, stone, or cementitious siding on each building façade and must meet minimum open space and formal open space requirements. The Future Land Use Map in the Murfreesboro 2035 Comprehensive Plan recommends the property be developed as "Park/Open Space" which is described as "all existing municipal parks, outdoor recreation areas and open spaces that have been committed to public or private enjoyment and recreational pursuits." Development types include "public parks and open spaces, public recreation areas, and public or private lands within Floodplain or Stormwater Management areas that are generally unsuitable for development." According to the Comprehensive Plan, the only existing City zoning district that is compatible with the Park/Open space designation is Park (P). It is uncertain as to why the plan recommends this use for this parcel. The City does not own the parcel, and there are no plans for the City to purchase the property for a public park. A portion of the property is located within the Floodplain, but this alone does not render the property unsuitable for development. Council will need to determine if this is an appropriate instance to deviate from the Future Land Use Map. The Planning Commission conducted a public hearing on July 11, 2018 and recommended approval of the zoning request by a vote of 3-1. Mr. Jack Parker, Catalyst Design Group, was present.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed zoning of approximately 2.29 acres along Blaze Drive to Single-Family Attached, Type 2 (RS-A2) District, simultaneous with annexation, come forward to the lectern.

Ms. Danielle Nadeau, 375 Campfire Drive, stated that her property adjoins this property on the east side. They just purchased their home from the O'Briens because of green space, neighborhood, large yards and serene nature while still having the convenience



of everything inside the City. She works in construction and does a lot of drainage repairs currently. She has observed drainage areas and easements on this property and has a lot of concerns from her perspective. Many of the subdivisions have areas that drain into subject parcel and then to Puckett Creek. The Floodway and Floodplain appear quite low. The only access to this property for 27 townhomes would be through a flood area. There appear to be sink holes. The 2035 Comprehensive Plan designates this as a Park area and, even though the City may not be planning to purchase this property, the definition does state it can be private land and we, as a City, need more green space. She requested to remain with the current use plan. Other concerns were surrounding area being single-family and this development impacting a great number of people in the neighborhood. There is no site plan, and she requested that this zoning request be deferred. Council needs to make a site visit.

Mr. Correy Brown, 3819 Blaze Drive, had concerns with the drainage issues and how this development will impact relocation of the water.

Mr. Jack Parker, Catalyst Design Group, indicated a study has been done on the property and only 7-8 units per acre would be able to be developed because of the narrowness of the property. This development will have to comply with Stormwater regulations that have been set forth by the Engineering Corp. The intent would be to route any drainage from offsite around the development and down into the Floodplain and into Puckett Creek which would have to be approved by the Engineering Department. The townhome regulations are very well written and require a high percentage of quality materials for these units. There is a parking requirement of 1.1 spaces per bedroom which will also affect the number of units based on the limited amount of space for parking. Due to the amount of Floodplain on this property, there is going to be an amount of undisturbed open space at the end of the development of the property. Zoning regulations also require a certain amount of open space for a townhome development. He respectfully requested consideration and approval of this rezoning.

There were no others present who wished to speak for or against the proposed zoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled ORDINANCE 18-OZ-45 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 2.29 acres along Blaze Drive as Single-Family Attached, Type 2 (RS-A2) District, simultaneous with annexation; Catalyst Design Group, applicant [2018-422],” was read to the Council and offered for passage on first reading.

Mr. Smotherman stated he voted against this zoning request at Planning Commission because he felt there should be more information when someone is presenting a project that has such limited space. This development should be a PRD where the total development is detailed as to access, egress, and water mitigation across the front of property. He has concerns when 1/3 of the property is in the Floodplain, and that is the only way in and out of the property. Mr. LaLance felt it should be a PRD and could not vote in favor of this request.

Mr. LaLance made a motion to deny the zoning request. Mr. Wade seconded the motion and all members of the Council voted "Aye".

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 18-R-PH-46 adopted by the City Council on July 19, 2018, to consider amending approximately 5.02 acres in the Sunset Ridge PRD located along Warmingfield Drive [2018-419]; O'Brien Loyd, LLC, applicant. Notice of said public hearing was published in the August 7, 2018 issue of a local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Assistant Planning Director, presented the applicant's request to modify that portion of the Sunset Ridge PRD called the "Villas in Del Sol" to better suit his vision for the development. These include: 25' wide landscape buffer changed to standard 10' wide Type B Buffer; white PVC fence around perimeter of site changed to PVC privacy fences installed around the back patios of each unit; decorative street lights and street signs changed to standard Murfreesboro Electric Department street lights and City of Murfreesboro street signs. The Planning Commission requested that the white PVC fence around the patios be changed to earth tone color. The Planning Commission conducted a public hearing on July 11, 2018 and unanimously voted to recommend its approval. Mr. Clyde Rountree, Huddleston-Steele Engineering, Inc., was present to represent Mr. Chip Loyd, developer. Staff addressed questions regarding the buffer and density.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed amendments to approximately 5.02 acres in the Sunset Ridge PRD come forward to the lectern. There was no one present who wished to speak for or against the proposed amendments and, after ample time had been given, Mayor McFarland declared the public hearing closed.

Mr. Chip Loyd, 1980 Old Fort Parkway, addressed questions from the Council regarding modifications.

An ordinance, entitled "ORDINANCE 18-OZ-46 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 amend the conditions applicable to approximately 5.02 acres in the Planned Residential Development (PRD) District (Sunset Ridge PRD) located along Wamingfield Drive; O'Brien Loyd, LLC, applicant [2018-419]," was read to the Council and offered for passage on first reading upon motion made by Mr. LaLance, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Bill Shacklett  
Eddie Smotherman  
Kirt Wade  
Shane McFarland

Nay: None

The following letter from the Staff Planner was presented to the Council:

(Insert letter dated August 23, 2018 here with regards to Mandatory Referral for the abandonment of a small portion of Williams Drive right-of-way [2018-711].)

Ms. Margaret Ann Green, Staff Planner, stated that the Planning Commission held a public hearing on August 1, 2018 and approval was conditioned as follows:

1) Applicant will be responsible for providing the City Legal Department with any necessary documentation to prepare the quitclaim deed. In addition, the applicant will be responsible for recording the quitclaim deed.

2) A plat depicting the abandonment and relocation of the subject property must be recorded.

3) Utility easements must be dedicated, as needed, to accommodate any existing utilities, including water and sewer mains.

The Planning Commission voted 4-0 to approve this request.

Mr. Shacklett made a motion to approve a Mandatory Referral for the abandonment of a small portion of Williams Drive right-of-way subject to applicant complying with conditions as stated. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

The following letter from the Staff Planner was presented to the Council:

(Insert letter dated August 23, 2018 here with regards to Mandatory Referral for allowing a private utility to cross beneath public rights-of-way within Shelton Square Subdivision [2018-715].)

Ms. Margaret Ann Green, Staff Planner, stated that the Planning Commission voted to approve this recommendation on August 15, 2018 and, if approved by the City Council, the applicant would be responsible for providing the information necessary for the Legal Department to prepare the legal documents for the easement abandonment as well as for recording those documents; provide a detailed irrigation plan that demonstrates no conflicts with other public utilities; and provide an as-built plan after the construction is complete.

Mr. Wade made a motion to approve a Mandatory Referral to allow a private utility to cross beneath public rights-of-way within Shelton Square Subdivision, subject to the

applicant complying with conditions as stated. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

Mayor McFarland announced that the next item, regarding City Hall Garage Camera System Installation, had been withdrawn.

The City Recorder/Finance Director indicated there were no Beer Permit Applications to consider.

Mayor McFarland indicated there were no boards or commission appointments to be made.

The City Recorder/Finance Director indicated there were no statements to be considered for payment.

Under other business, Mr. Gary Whitaker, Assistant City Manager/Economic Development, presented the following letter:

(Insert letter dated August 23, 2018 here with regards to abandonment of unnecessary easement on City-owned property in the Gateway.)

Mr. Smotherman made a motion to approve the abandonment of a Repurified Waterline Easement and a Sanitary Sewer Easement on City-owned property in the Gateway. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

Mr. Craig Tindall, City Manager, announced that Mr. Darren Gore has been promoted to Assistant City Manager who will be the Director over the Utility Services Division which will include Water Resources Department, Murfreesboro Electric (MED) Department, Murfreesboro Municipal Airport and Solid Waste Department.

There being no further business, Mayor McFarland adjourned this meeting at 8:45 p.m.

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SHANE MCFARLAND - MAYOR

ATTEST:

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MELISSA B. WRIGHT - CITY RECORDER

# COUNCIL COMMUNICATION

Meeting Date: 9/6/18

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**Item Title:** Rezoning approximately 0.17 acres along North Church Street and Olive Street [2018-418]  
[Public Hearing Required] (Second Reading)

**Department:** Planning

**Presented by:** Margaret Ann-Ely Green, AICP

**Requested Council Action:**

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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**Summary**

Rezone approximately 0.17 acres located along North Church Street and Olive Street.

**Staff Recommendation**

Pass and adopt the ordinance on second and final reading establishing the requested zoning.

On July 11, 2018, the Planning Commission unanimously recommended approval of the rezoning by a vote of 4-0.

**Background Information**

The Shane McFarland Construction LLC presented to the City a zoning application [2018-418] for approximately 0.17 acres located along North Church Street and Olive Street to be rezoned from RM-12 to PRD (The Flats at Olive Street). During its regular meeting on July 11, 2018, the Planning Commission conducted a public hearing on this matter. After the public hearing, the Planning Commission discussed the matter and then voted to recommend its approval.

On August 23, 2018, Council held a public hearing and approved this matter on First Reading.

**Fiscal Impacts**

None.

**Attachments:**

- Ordinance 18-OZ-44
- Revised Flats at Olive Street PRD program book



# THE FLATS AT OLIVE STREET

A REQUEST TO REZONE TO A PLANNED RESIDENTIAL DISTRICT (PRD)  
Murfreesboro, Tennessee

**Initial Submittal**  
**May 31, 2018**

**Resubmitted**  
**June 15, 2018 for the June 20, 2018**  
**Planning Commission Workshop**

**Resubmitted**  
**July 2, 2018 for the July 11, 2018**  
**Planning Commission Public Hearing**

**Resubmitted**  
**August 13, 2018 for the August 23, 2018**  
**City Council Public Hearing**

**Resubmitted**  
**August 24, 2018 for the August 30, 2018**  
**City Council Second Reading**

## SEC, Inc.

SEC Project #17288

# SEC, Inc.

Company Name: SEC, Inc.  
Profession: Planning/Engineering/Landscape Architecture  
Attn: Rob Molchan / Matt Taylor  
Phone: (615) 890-7901  
Email: [rmolchan@sec-civil.com](mailto:rmolchan@sec-civil.com) / [mtaylor@sec-civil.com](mailto:mtaylor@sec-civil.com)  
Web: [www.sec-civil.com](http://www.sec-civil.com)

*850 Middle Tennessee Blvd.  
Murfreesboro, Tennessee 37129*

Company Name: Shane McFarland Construction, LLC  
Profession: Developer  
Attn: Shane McFarland  
Phone: 615)- 962-9523  
Email: [shane@shanemcfarlandconstruction.com](mailto:shane@shanemcfarlandconstruction.com)  
Web: [www.shanemcfarlandconstruction.com](http://www.shanemcfarlandconstruction.com)

*323 N Walnut St., Unit 102  
Murfreesboro, Tennessee 37130*

SYNOPSIS..... 04

2040 MAJOR TRANSPORTATION PLAN & 2035 FUTURE LAND USE PLAN ..... 05

SUBDIVISION MAP ..... 06

ZONING MAP ..... 07

UTILITIES MAP ..... 08

HYDROLOGY AND TOPOGRAPHIC MAP ..... 09

ON-SITE PHOTOS ..... 10

OFF-SITE PHOTOS ..... 11

CONCEPT PLAN..... 13

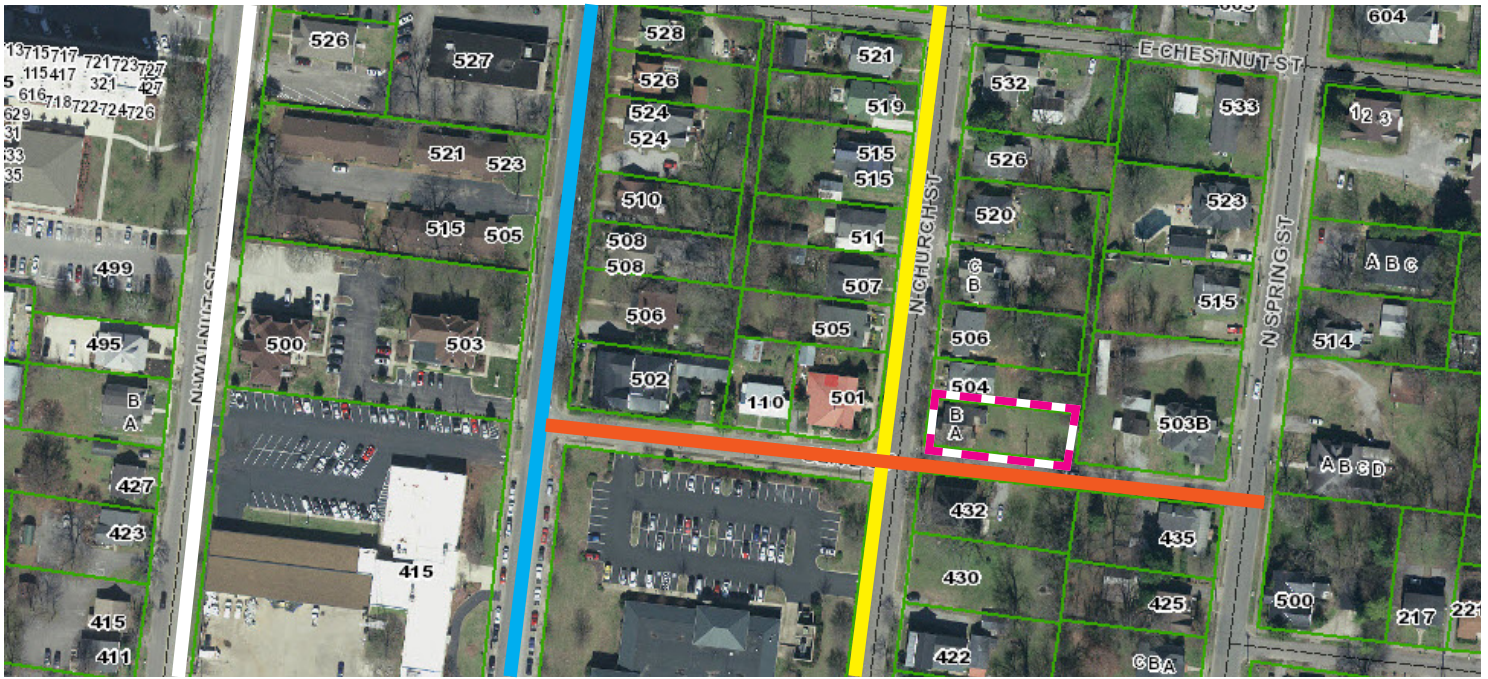
ARCHITECTURAL CHARACTERISTICS ..... 14-15

DEVELOPMENT STANDARDS ..... 15

LANDSCAPE STANDARDS..... 16-17

ZONING ORDINANCE SECTION 13 (D) (2) (a)..... 18-19





AERIAL PHOTOGRAPH

Not To Scale

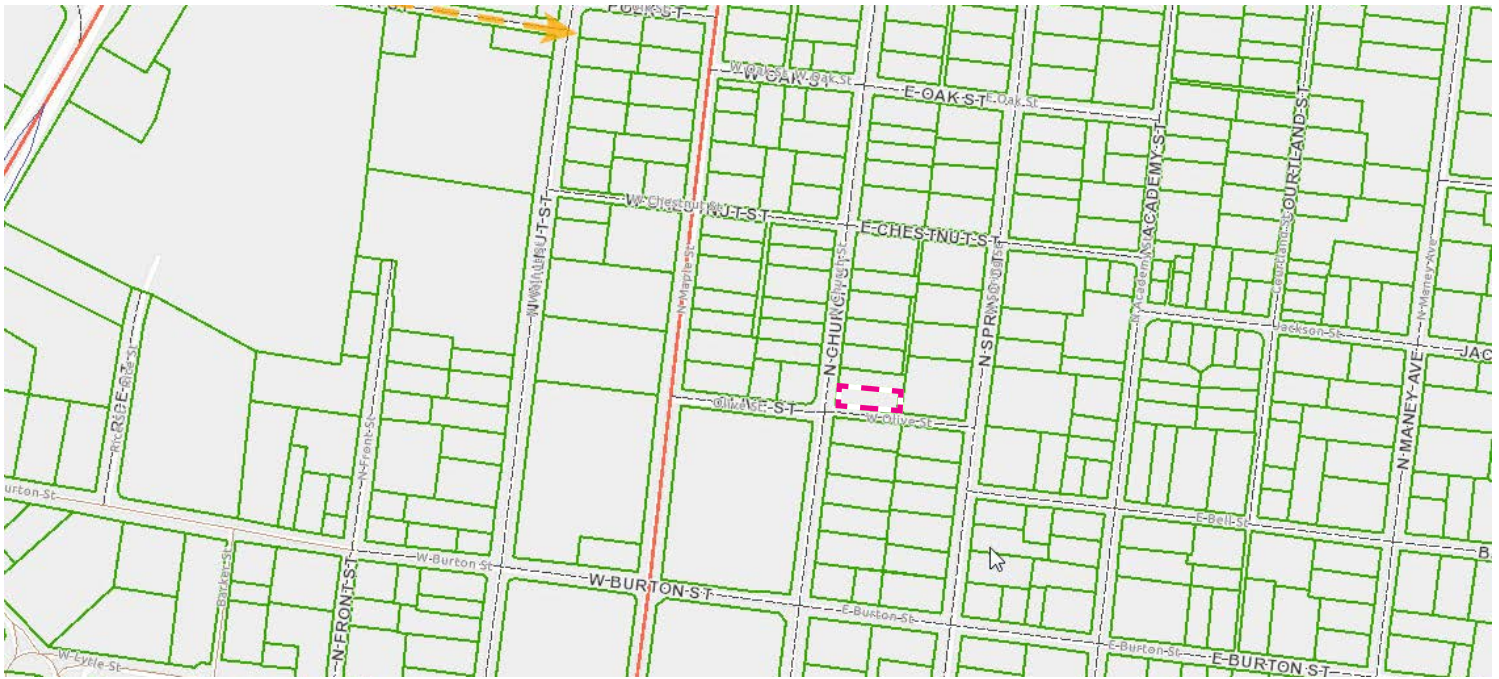
- North Maple Street
- North Walnut Street
- North Church Street
- Olive Street



Site Boundary

Shane McFarland Construction respectfully requests rezoning of their property located at 502 North Church Street from Residential Multi-Family (RM-12) to Planned Residential District (PRD) to create The Flats at Olive Street. The property is located at the northeast corner of the intersection of Olive Street and North Church Street. The site is identified as Parcel 22.00 of Tax Map 91K Group F, and is approximately 0.17 acres.

The request for rezoning to PRD is to create The Flats at Olive Street. The development will consist of 4 townhomes on a shared lot, for a density of 23.53 dwelling units per acre. All units will be for purchase through a horizontal property regime. The proposed units will range in size from 1,700 sf. to 2,400+ sf of living space. All units will have a minimum of 2 bedrooms, and a minimum two car garage. The exteriors of the home will be constructed of masonry materials to add quality and character to the surrounding neighborhood. Both buildings will have landscaping along both front foundations to add to the overall curb appeal of the development.



2040 MAJOR TRANSPORTATION PLAN

Not To Scale

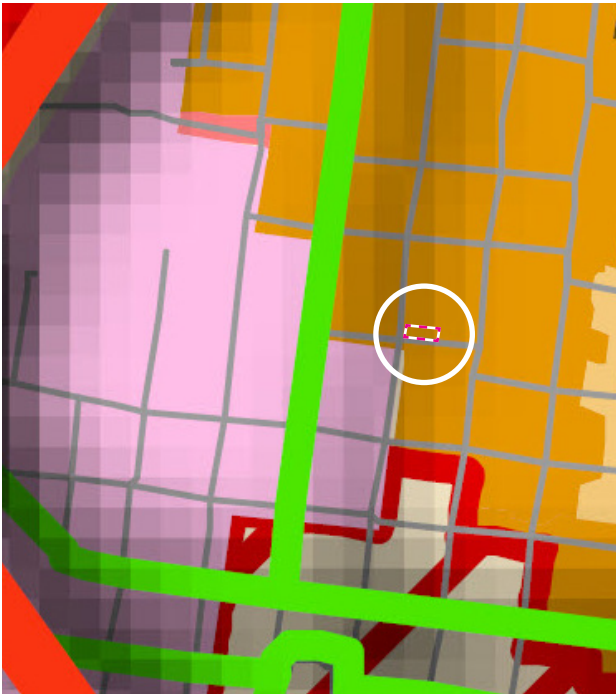


Site Boundary

The property has/will have access to the existing public right-of-way of Olive Street through shared driveways. The development will not have access to North Church Street. Currently, North Church Street and Olive Street are not slated for any recommended roadway improvements.

### Murfreesboro 2035 Land Use Plan

The 2035 Land Use Plan suggests this lot have Auto- Urban (General) Residential Character (AUR) land use. This land use suggests 3.54 - 8.64 dwelling units per acre. It also suggests that dwelling units are closer together and that the automobile significantly influences the design and character of the dwelling. This land use also incorporates a variety of zoning types including: Single-Family Residential (RS), Zero Lot Line (RZ), Duplex Residential District (R-D), and Planned Residential Development (PRD). The project will have a density of 23.53 dwelling units per acre, which is higher than the density range for the existing land use for this property. However the density is common for this newer type of development. This development will have two attached single family townhomes with two units each that are placed close together on a single lot. Overall the proposed PRD aligns with the recommendations of the future land use for this area.







SUBDIVISION MAP

Not To Scale

- |  |                                       |  |  |
|--|---------------------------------------|--|--|
|  | Christine Huddleston SEC II           |  | Westbrook Towers                       |
|  | Park Place                            |  | Lots not associated with a subdivision |
|  | Legal Aid Society of Middle Tennessee |  |  |




The Flats at Olive Street are surrounded by a mixture of residential subdivisions. The Flats at Olive Street are currently not associated with a subdivision. To the west is Christine Huddleston, a small group of single-family detached homes. Within the surrounding non-associated subdivision area homes range from one to two story, exterior elevations include but are not limited to vinyl, brick, and stucco. Some homes have a garage, however whether it is attached to the home or not varies throughout the subdivision.




### ZONING MAP

- RM-12 Residential Multi-Family (RM-12)
- RM-16 Residential Multi-Family (RM-16)
- R-D Duplex Residential District (R-D)

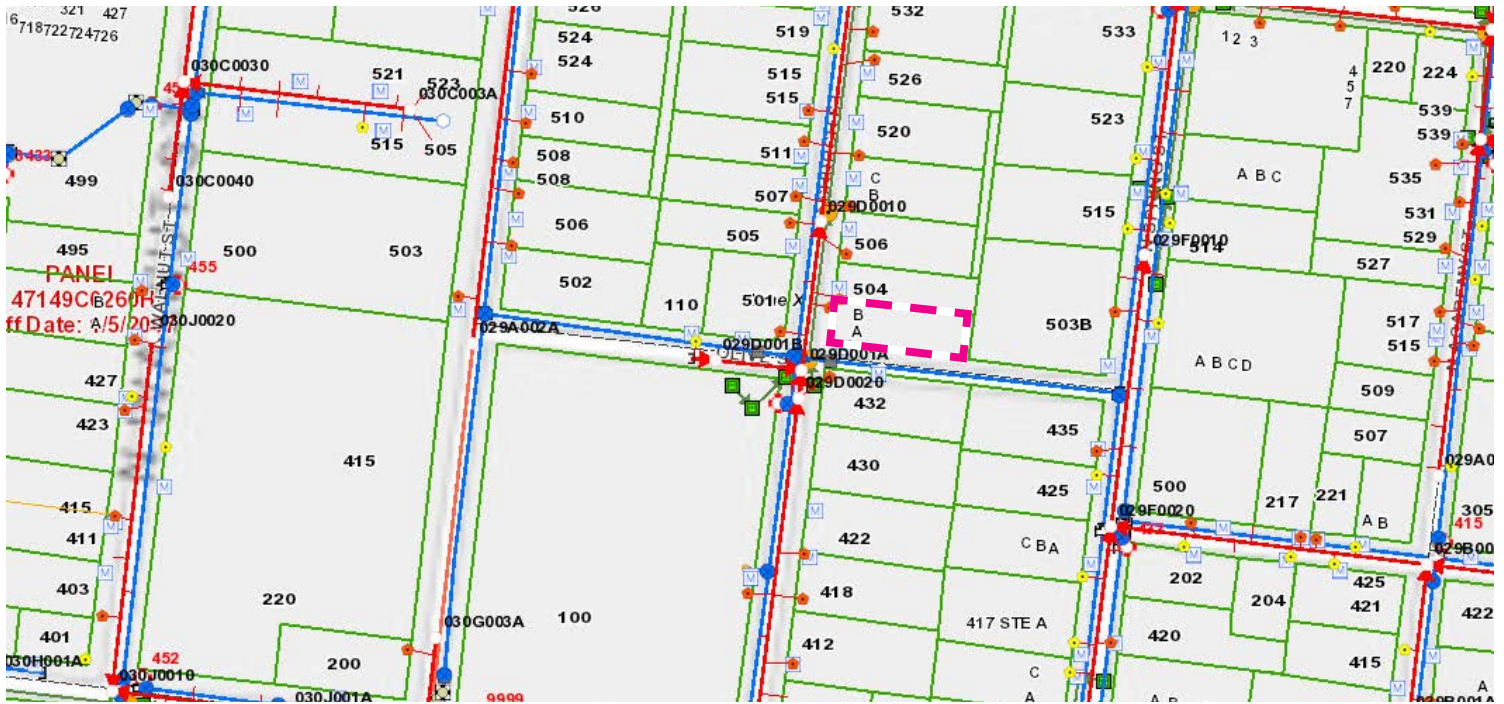
- OG-R General Office District - Residential (OG-R)
- CH Commercial Highway (CH)

Not To Scale 

 Site Boundary

The surrounding area consists of a mixture of zoning types and uses. The current zoning of the site is Residential Multi-Family (RM-12). Directly west across North Church Street is a property zoned Residential Multi-Family (RM-16) The property on the southwest of the site is zoned General Office District - Residential (OG-R). The remaining properties surrounding the project are zoned Residential Multi-Family (RM-12).





## UTILITY MAP

Not To Scale

- WATER
- ← SEWER
- ← STORMWATER

— ELECTRIC

- - - -  
Site Boundary

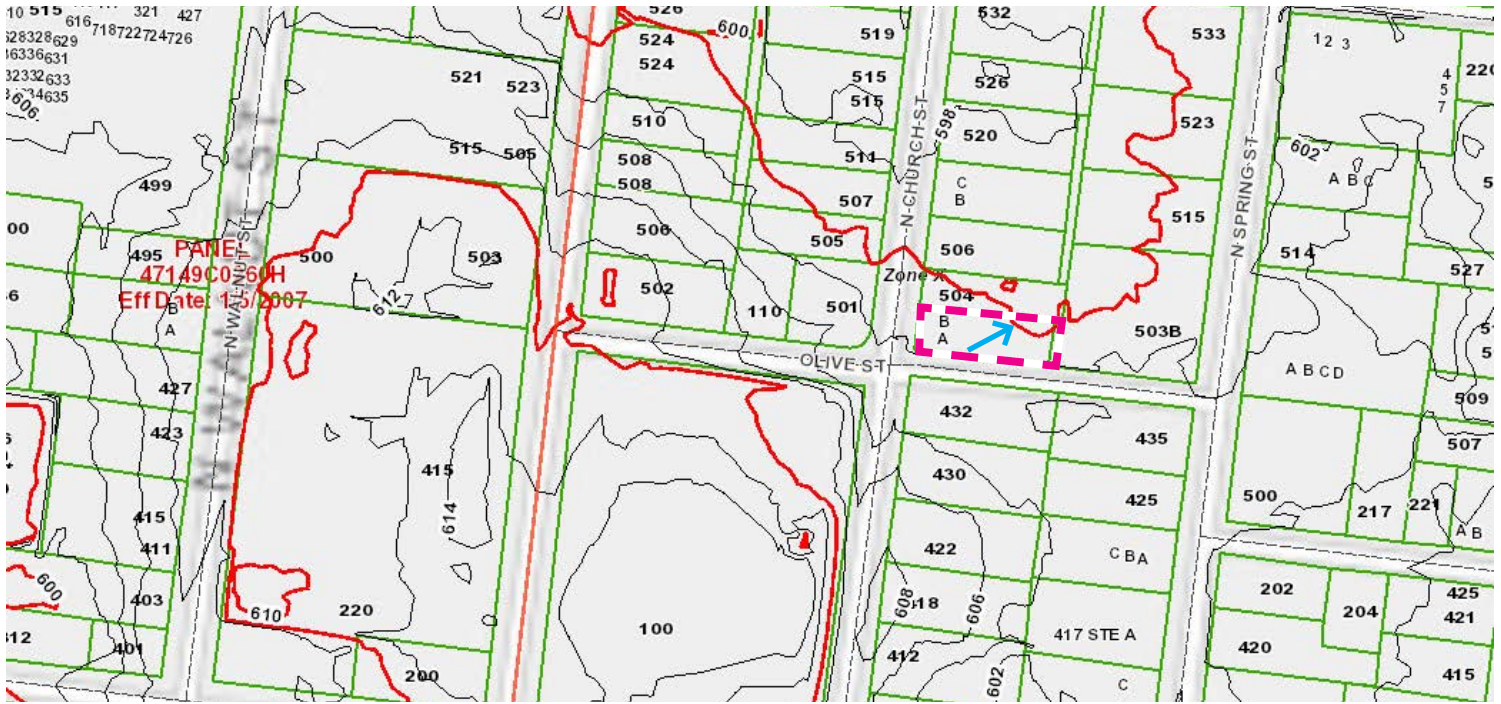


Water service will be provided by Murfreesboro Water Resources Department. There is an existing 8 inch ductile iron water line along North Church Street and a 4" along Olive Street. The developer will be responsible for extending the waterline into the site for domestic and fire water service.

Sanitary sewer service will be provided by the Murfreesboro Water Resources Department. Sanitary sewer service will be connecting to an existing 8" vitrified clay sewer line within the R.O.W. of North Church Street. The developer will be responsible for extending the sewer service into this property.



Electric service will be provided by the Murfreesboro Electric Department. Service will be extended from the existing electric poles on the north side of Olive Street. The developer will be responsible for extending the electric lines into the site. All on-site services will be underground.



### HYDROLOGY AND TOPOGRAPHY

Not To Scale

- ➡ WATER FLOW DIRECTION
- INTERMEDIATE CONTOURS
- INDEX CONTOURS



The topographic map above shows the site’s topographic high point generally at the southwest corner of the property. From this high point, the property drains northeast towards the center of the block between North Church street and North Spring Street. North Maple Street. Stormwater that drains to the west flows towards Maple Street, where it is collected in the underground 15” Reinforced Concrete Pipe along the western curb line of North Maple Street.





- North Maple Street
- North Church Street
- Olive Street
- North Spring Street



PHOTO DIRECTION MAP

Not To Scale



502 North Church Street



502 North Church (Looking West on Olive Street)

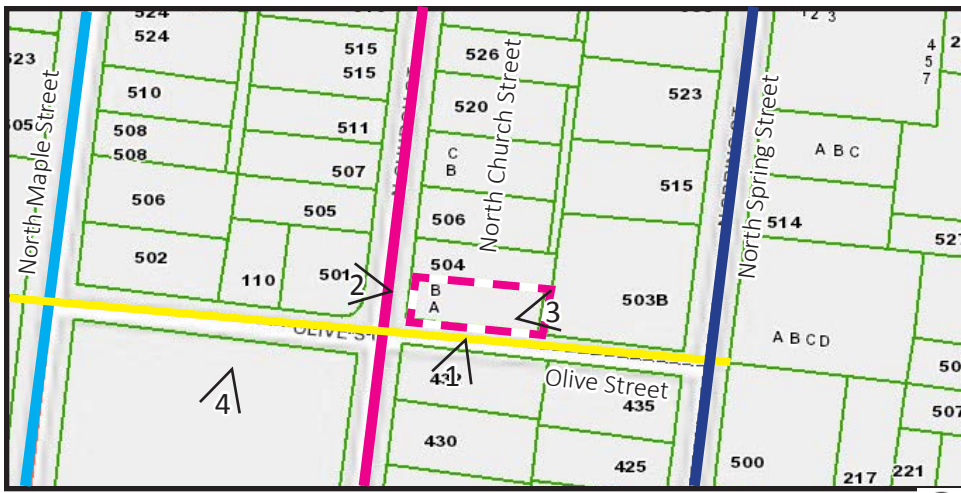


View of the rear yard



View looking Northwest across lot





- North Maple Street
- North Church Street
- Olive Street
- North Spring Street



PHOTO DIRECTION MAP

Not To Scale



432 North Church Street



501 North Church Street



503 Spring Court



Rutherford County Health Department





- North Maple Street
- North Church Street
- Olive Street
- North Spring Street



PHOTO DIRECTION MAP

Not To Scale



View Looking West on Olive Street



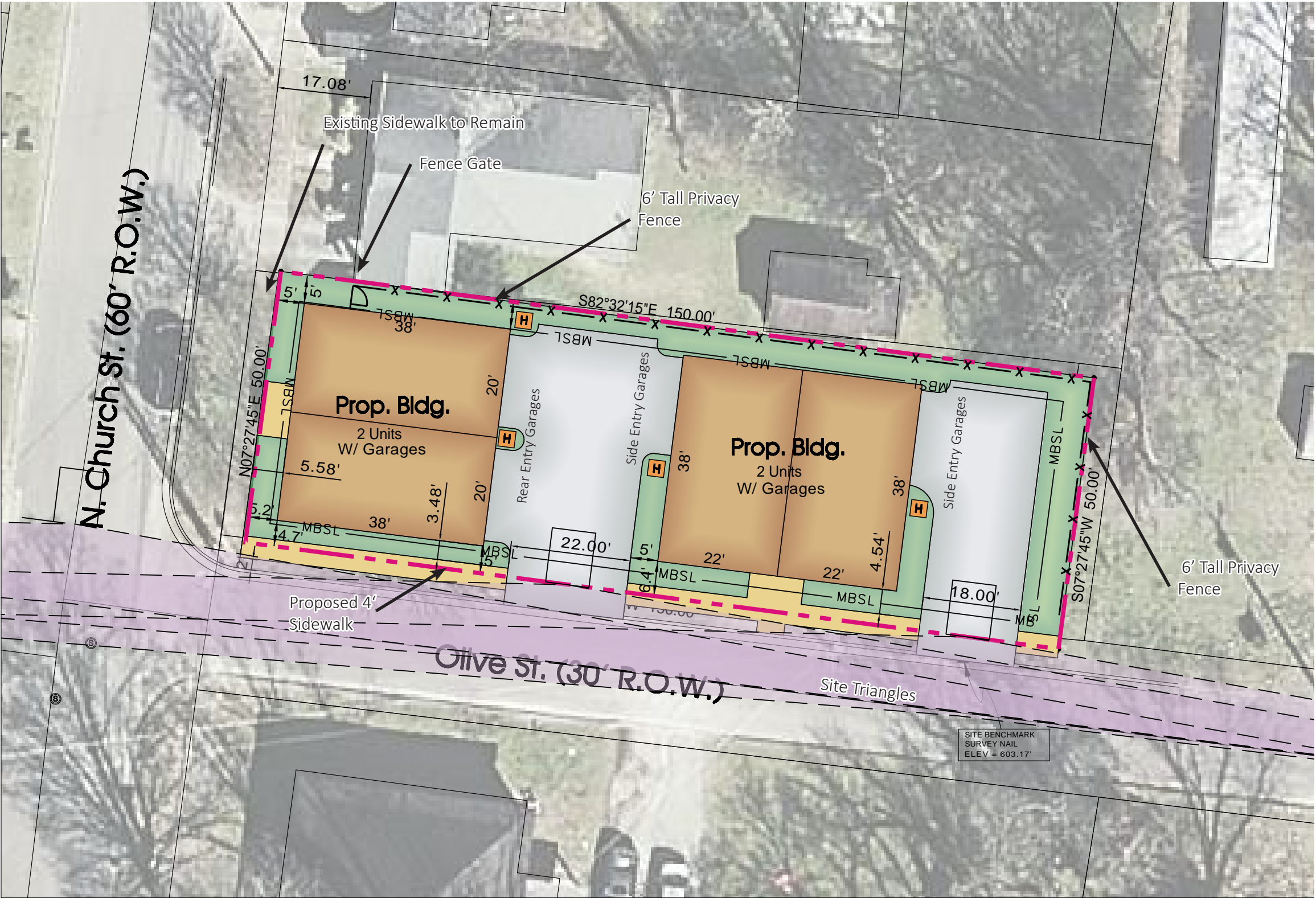
View Looking North on Church Street



View Looking South on Church Street



View Looking East on Olive Street



Total Land Area:	±00.17 Acres
Total Number of Units:	4
Density: 4 Units/0.17 Acres =	±23.53 Homes/Acre
Total Open Space:	±00.05 Acres (29%)
Maximum Lot Coverage=	±3,500 (46.66%)

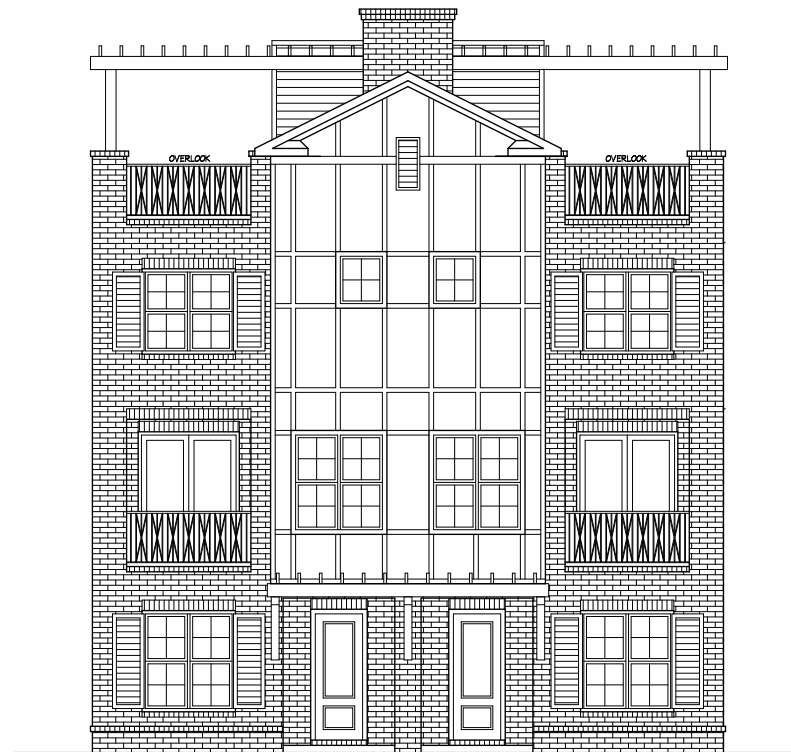
- Open Space
- Buildings
- Pavement
- Sidewalk

SEC, Inc.

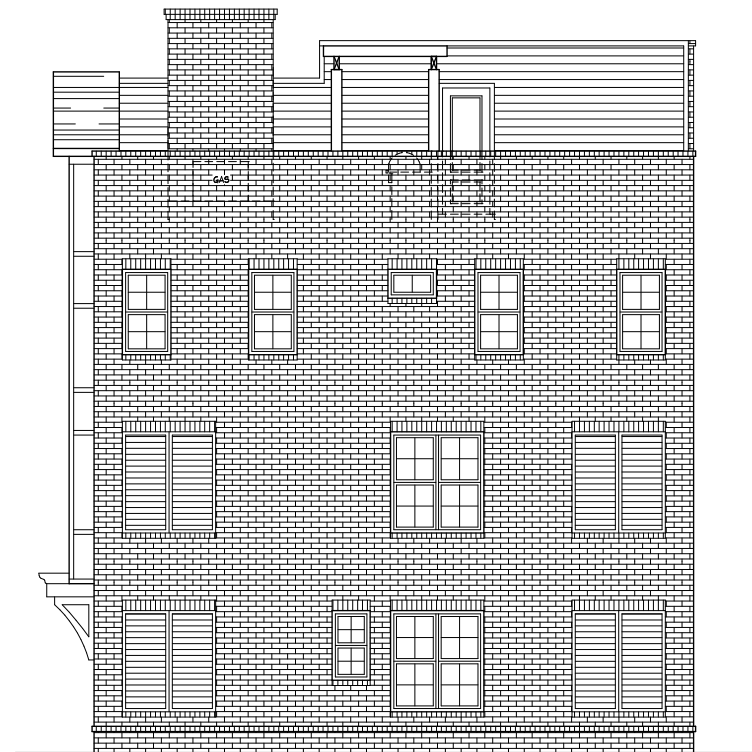
SEC Project #17288 Murfreesboro, Tennessee



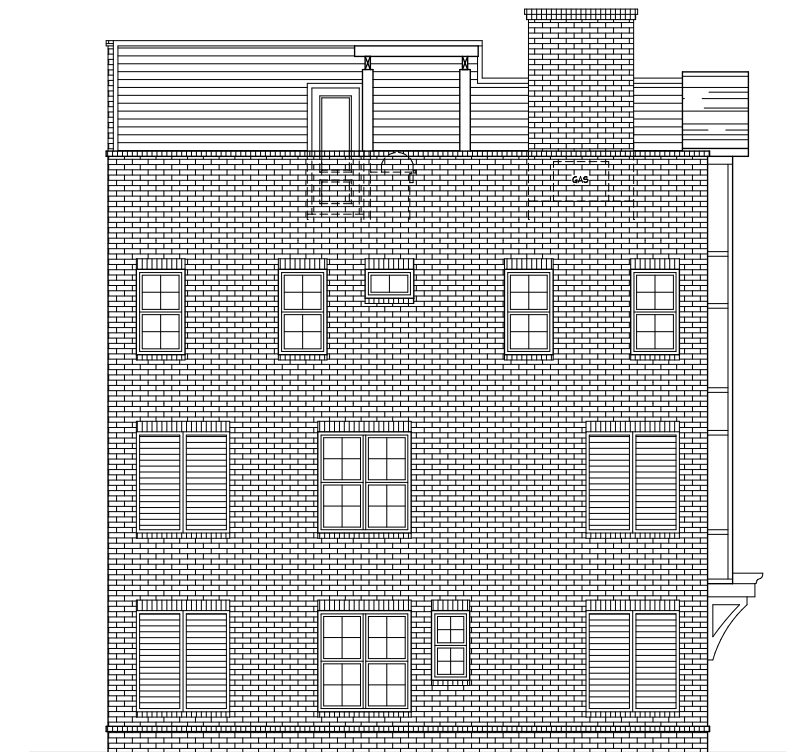




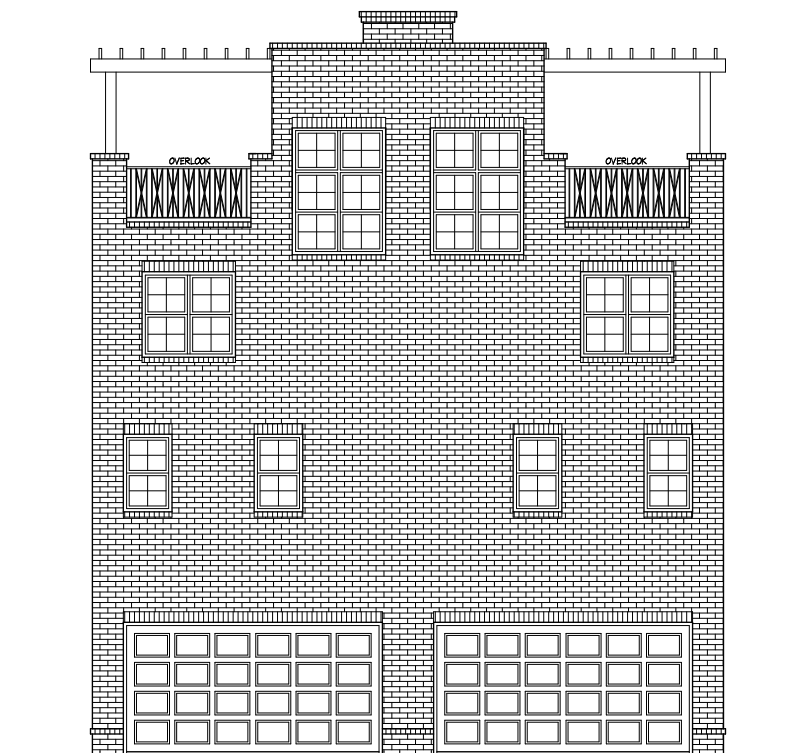
FRONT ELEVATION



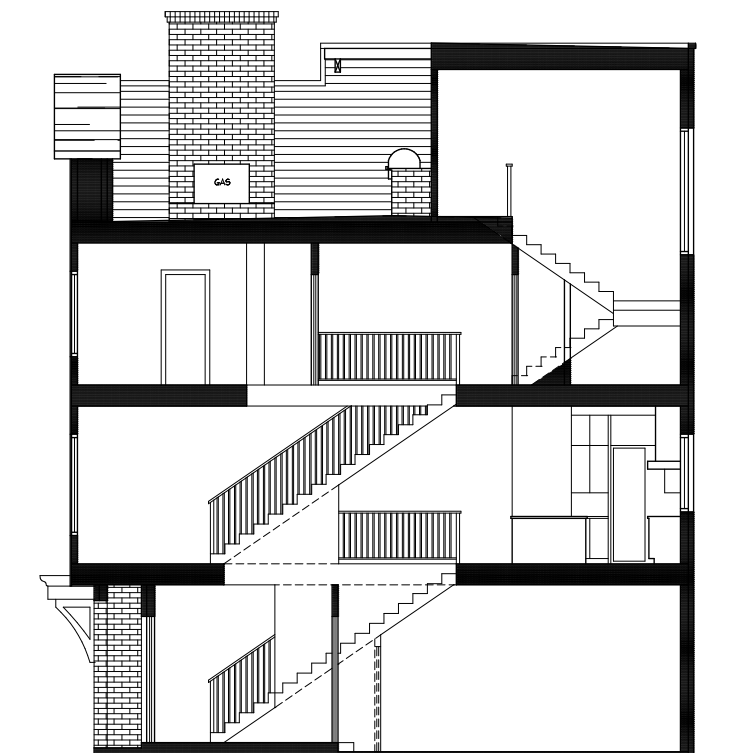
RIGHT SIDE ELEVATION



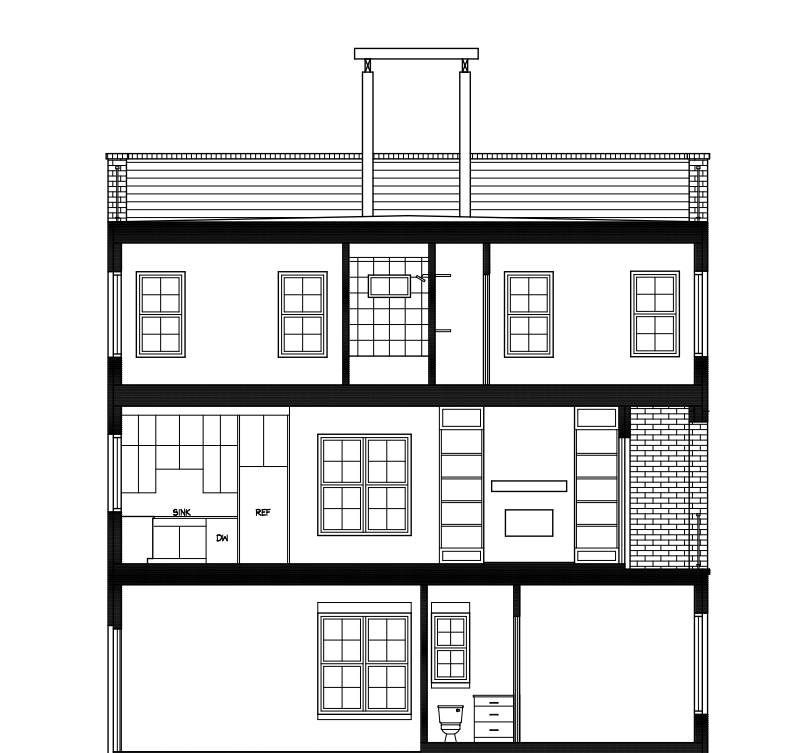
LEFT SIDE ELEVATION



REAR ELEVATION



SECTION 1



SECTION 2

Floor Plan Example "A"

Floor Plan Example "B"

\*The elevations and floor plans of the homes will vary across the development. The images above are meant to convey the general appearance and functionality of the homes.



**Development Standards:**

- 4 Single-Family attached townhomes with 2 or more bedrooms.
- The townhomes will be a minimum of 1,700 square feet of living area.
- All dwelling units will be for purchase through a horizontal property regime. Although for sale initially, these units could eventually transition to rental units, similar to any single-family for sale dwelling unit.
- All dwelling units will have a 2-car attached garage located on the first story of the townhome buildings.
- Dwelling units will utilize a commonly shared driveways located between the homes. This will provide for parking and access to the garages.
- Parking shall not be permitted in the shared driveways via the restrictive covenants.
- Shared driveway will be maintained by the HOA, and will be enforced through the restrictive covenants for the property.
- All buildings shall be setback a minimum of 4-feet from the public R.O.W.
- An existing public sidewalk is to remain along the front of the property to maintain the pedestrian character of the area. If damaged, it will be repaired/replaced if necessary.
- Builders shall install landscaping as outlined on Pages 16 and 17.
- Solid waste service will be provided by the City of Murfreesboro.
- Mail service will be coordinated with the Post Master, but attached mailboxes are desired.
- HVAC units will be located at the rear or side of each residence, and be screened by landscaping or fencing.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- Accessory Structures are prohibited

**Architectural Characteristics:**

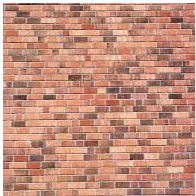
- Building heights shall not exceed 35 feet in height.
- The buildings will be 4-stories in height.
- Garage doors will have colors that complement the architecture of the buildings.
- Architectural articulation on the side and rear elevations will be completed by the use of windows, shutters, and brick work on these sides
- Shutters will be decorative to add to the architectural character of the buildings

**Setbacks:**

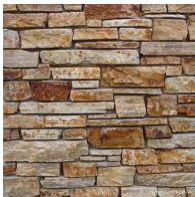
- Front
  - Olive Street: 4-feet
  - Church Street: 5-feet
- Side: 5-feet

**Building Elevation Materials:**

Front Elevations:	All Masonry (Brick, Stone, Fiber Cement Board Siding)
Side Elevations:	Primarily Brick (Fiber Cement Board and Stone Optional)
Rear Elevations:	Primarily Brick (Fiber Cement Board and Stone Optional)
All Elevations:	Vinyl in Trim & Soffit Areas



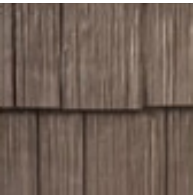
**Example of Brick**  
(different colors and patterns will be allowed)



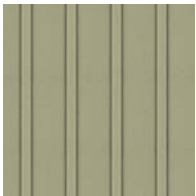
**Example of Stone Veneer**  
(different colors, cuts, patterns will be allowed)



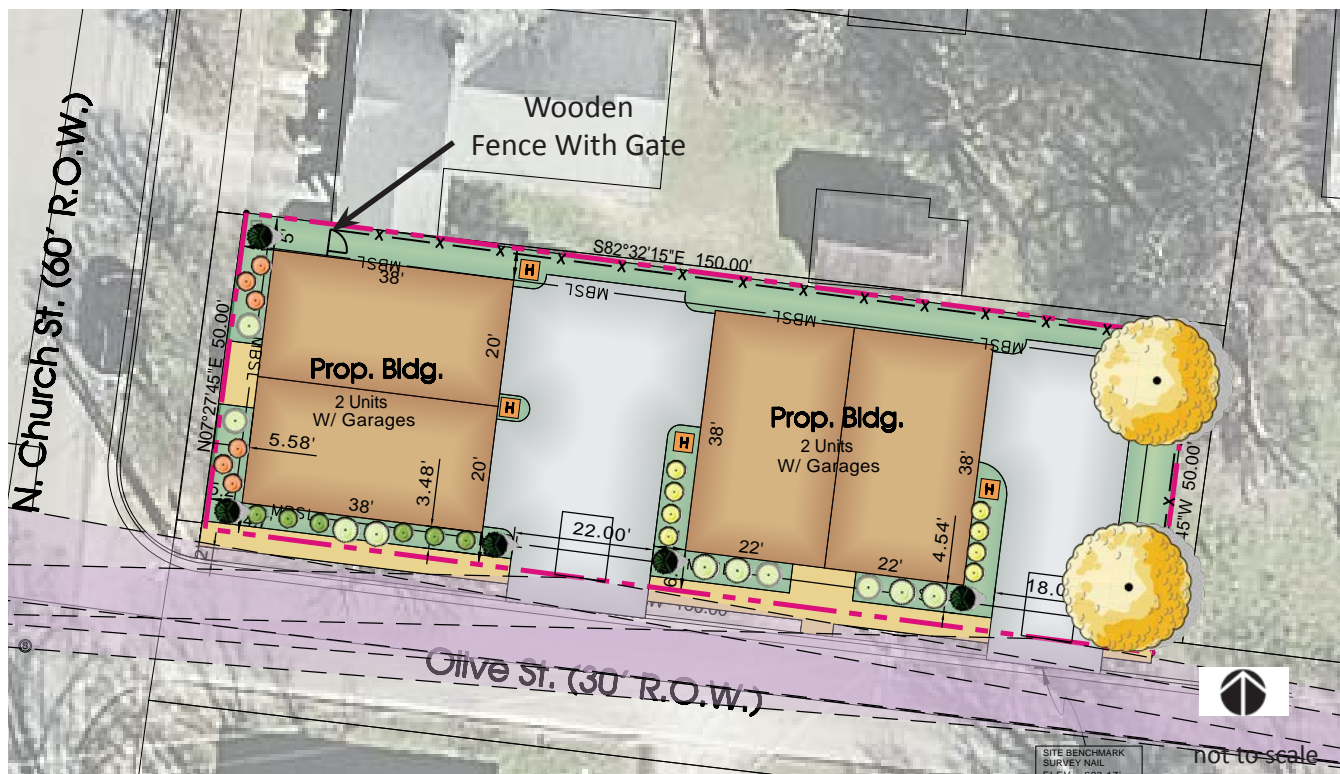
**Example of Fiber Cement Board Siding**  
(different colors and patterns will be allowed)



**Example of Fiber Cement Shakes**  
(different colors, patterns will be allowed)



**Example of Fiber Cement Board and Batten Siding**  
(different colors, patterns will be allowed)



(A)



(B)

- (A) *Ulmus parvifolia* 'Emer II' / 'Emer II' Alle Elm
- (B) *Zelkova serrata* 'Green Vase' / Sawleaf Zelkova
- (C) *Buxus* x 'Green Mountain' / Boxwood
- (D) *Prunus laurocerasus* 'Otto Luyken' / Luykens Laurel
- (E) *Lagerstroemia indica* 'GAMAD VI' / Berry Dazzle Crape Myrtle
- (F) *Miscanthus sinensis* 'Adagio' / Adagio Eulalia Grass
- (G) *Liriope spicata* 'Silver Dragon' / Creeping Lily Turf
- (H) *Setcreasea pallida* 'Purple Heart' / Purple Heart Setcreasea
- (I) *Iberis sempervirens* 'Little Gem' / Little Gem Candytuft
- (J) *Liriope muscari* 'Variegata' / Variegated Lily Turf
- (K) *Magnolia grandiflora* 'D.D. Blanchard' TM / Southern Magnolia
- (L) *Thuja standishii* x plicata 'Green Giant' / Green Giant Arborvitae
- (M) *Cryptomeria Japonica* 'Radi-cans' / Japanese Cedar
- (N) *Viburnum x pragense* / Prague Viburnum
- (O) *Prunus laurocerasus* 'Schipkaensis' / Schipka Laurel



Example of PVC or wooden privacy fence.



## **LANDSCAPE MATERIAL SAMPLES: EVERGREEN/DECIDUOUS SHRUBS AND GRASSES**



## **LANDSCAPE MATERIAL SAMPLES: GROUNDCOVER**



## **LANDSCAPE MATERIAL SAMPLES: EVERGREEN SHRUBS**



The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for the residents, but to aid in blending the proposed townhomes into the existing neighborhood. To ensure these characteristics, some standards are outlined below as well as a sample palette provided.

### **Landscaping Characteristics:**

- The fronts of the townhomes that are adjacent to the public streets, shall have landscape plantings along the foundation.
- The frontage landscapes shall include a mixture of evergreen shrubs, deciduous shrubs, perennial flowers, and ornamental grasses.
- The site shall be exempt from the perimeter planting requirements due to the compact nature of the development and shaded areas due to between the property line and townhome buildings and driveways.
- The remaining portions of the site that are not covered by the townhomes, driveways, walkways or planting beds shall be covered with sod.
- This property will have the option of a 6-foot high PVC or Wood Panel Privacy Fence to help minimize headlight exposure into neighboring properties.
- The builder is responsible for the installation of all required landscape materials on the site.
- All above ground utilities shall be screened with landscaping or fencing.
- HVAC equipment will be located along the rear or side of townhomes and screened with landscaping or fencing.

1.) A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.

**Response:** An exhibit is given on Page 8 along with descriptions of each.

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, flood ways, 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 are shown on Page 9 that shows the existing contours and drainage patterns along with an aerial photograph of the area on page 4. No portion of the property is subject to floodplains or floodways.

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 and photographs on Page 4 give the location of existing structures on the subject property and the surrounding properties. An exhibit on Page 7 gives the zoning of those same properties.

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:** Page 15 lists standards and exhibits showing the concept plan which shows each of these items.

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:** Page 15 lists standards and exhibits showing the concept plan which shows each of these items.

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.

TOTAL SITE AREA	7,500 s.f.
TOTAL MAXIMUM FLOOR AREA	9,576 s.f.
TOTAL LOT AREA	N/A s.f.
TOTAL BUILDING COVERAGE	3,500 s.f.
TOTAL DRIVE/ PARKING AREA	2,372 s.f.
TOTAL RIGHT-OF-WAY	NA
TOTAL LIVABLE SPACE	5,128 s.f.
TOTAL OPEN SPACE	3,718 s.f.
FLOOR AREA RATIO (F.A.R.)	1.27
LIVABILITY SPACE RATIO (L.S.R.)	.21
OPEN SPACE RATIO (O.S.R.)	.53

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-12 (Residential Multi-Family). The surrounding area has a mixture of residential 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 that 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 one 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 Page 15.

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:** The applicant is requesting the following exceptions with this PRD. An exception to the four (4) required off-street parking spaces for each dwelling unit. The proposed development is proposing two (2) off-street parking spaces. The proposed parking spaces shall be located in the garages for each dwelling unit, and the garages will be restricted to vehicular use only via Restrictive Covenants. The site shall be exempt from the perimeter planting requirements due to the compact nature of the development and shaded areas due to between the property line and townhome buildings and driveways.

SETBACKS	RM-12	PRD	DIFFERENCE
Front Setback (Olive St.)	30.0'	4.0'	-26.0'
Front Setback (N. Church St.)	30.0'	5.0'	-25.0'
Side Setback	5'	5.0'	0.0'
Rear Setback	25.0'	N/A	N/A
Minimum Lot Size	7,500 s.f.	N/A	0.0 s.f.
Minimum Lot Width	50'	N/A	0.0'

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 within the Airport Overlay District (AOD). This property is not in the Gateway Design Overlay District, Historic District (H-1), or Planned Signage Overlay District (PS). No portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0260H Eff. Date 01/05/2007.

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:** Page 5 discusses the Major Thoroughfare Plan. No improvements are recommended or slated for this area.

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 Shane McFarland Construction, Inc. contact information 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 14 show the architectural character of the proposed 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:** No proposed sign for this development.



**ORDINANCE 18-OZ-44** 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 0.17 acres along North Church Street and Olive Street from Residential Multi-Family Twelve (RM-12) District to Planned Residential Development (PRD) District (The Flats at Olive Street); Shane McFarland Construction, LLC, applicant [2018-418].

**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 be zoned and approved as 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 plans and specifications filed by the applicant, and any additional conditions and stipulations referenced in the minutes of the Planning Commission and City Council relating to this zoning request. 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:	_____
1 <sup>st</sup> reading	_____
2 <sup>nd</sup> reading	_____

Shane McFarland, Mayor

ATTEST:	APPROVED AS TO FORM:
_____	_____
Melissa B. Wright City Recorder	Adam F. Tucker Interim City Attorney

SEAL



Ordinance 18-OZ-44

Area  
Zoned PRD

RM-12

N CHURCH ST

RM-16

OLIVE ST

Right of Way  
Zoned PRD  
Upon Abandonment

N SPRING ST

BELL ST

OG-R

RS-8

W BURTON ST  
PND

E BURTON ST



# COUNCIL COMMUNICATION

Meeting Date: 9/6/18

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**Item Title:** Amending Planned Residential Development District for approximately 5.02 acres in the Sunset Ridge PRD located along Warmingfield Drive [2018-419]  
(Second Reading)

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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## Summary

Amendment to the Sunset Ridge PRD located along Warmingfield Drive.

## Staff Recommendation

Pass and adopt the ordinance on second and final reading establishing the requested zoning.

The Planning Commission unanimously recommended approval of the amendment by a vote of 4-0.

## Background Information

O'Brien Loyd presented to the City a zoning application [2018-419] for approximately 5.02 acres located along Warmingfield Drive to amend the PRD (Sunset Ridge PRD). During its regular meeting on July 11, 2018, the Planning Commission conducted a public hearing on this matter. After the public hearing, the Planning Commission discussed the matter and then voted to recommend its approval.

On August 23, 2018, Council held a public hearing and approved the amendment to the Sunset Ridge PRD on first reading.

## Fiscal Impacts

None.

## Attachments:

- Ordinance 18-OZ-46

**ORDINANCE 18-OZ-46** 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 amend the conditions applicable to approximately 5.02 acres in the Planned Residential Development (PRD) District (Sunset Ridge PRD) located along Warmingfield Drive, as indicated on the attached map; O'Brien Loyd, LLC, applicant [2018-419].

**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 modify the conditions of the Planned Residential Development (PRD) District, as indicated on the attached map, for the purpose of: 1) changing the required 25' landscape buffer around the perimeter of the site to a 10' Type B landscape buffer; 2) changing the location of the proposed fencing around the perimeter of the site to the backs of the individual patios; and 3) using City standard street lights and signage instead of decorative street lights and signage.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and any additional conditions and stipulations set forth in the minutes of the Planning Commission and City Council relating to this zoning request. 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:	_____
1 <sup>st</sup> reading	_____
2 <sup>nd</sup> reading	_____

Shane McFarland, Mayor

ATTEST:	APPROVED AS TO FORM:
_____	_____
Melissa B. Wright	Adam F. Tucker
City Recorder	Interim City Attorney

SEAL



PRD  
Amended

MANCHESTER PIKE

WARMING  
FIELD  
DR

SUNTROK  
IC LN

LIGHTBEND DR

PRD

SUNRAY DR

CH

PUD

AURORA CIR

JOE B-JACKSON-PKWAY

PID

PRAIRIE VIEW DR

GALLAWAY CT

TENBY DR



TENNESSEE

# COUNCIL COMMUNICATION

Meeting Date: 09/06/18

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**Item Title:** City Hall Access Control System Purchase and Installation

**Item No.:**

**Department:** Information Technology Department/Facilities Department

**Presented by:** Chris Lilly

**Requested Council Action:**

Ordinance ☐  
Resolution ☐  
Motion ☒  
Direction ☐  
Information ☐

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## Summary

Bid Approval for the Purchase and Installation of an Access Control System for City Hall

## Recommendation

It is the recommendation of the Information and Facilities Departments that City Council approve the lowest responsive bid for the purchase and installation of Access Control submitted by ADS Security.

## Background Information

The addition of an access control system is to enhance the security of employees, buildings and assets. An access control system will also protect building users from unauthorized access, which can be a threat to personal safety.

## Bid Process

An invitation to bid (ITB) advertised starting July 31<sup>st</sup>, 2018. Sealed bids were opened on August 23<sup>rd</sup>, 2018.

Results were as follows:

Contractors	Price	Iran Divestment	References	Signature Sheet	Non-Collusion/Drug-Free	License
ADS Security	\$52,779.86	Yes	Yes	Yes	Yes/Yes	Yes
Systems Integration	\$52,915.00	Yes	Yes	Yes	Yes/Yes	Yes

**Council Priorities Served**

*Safe and Livable Neighborhoods*

**Fiscal Impacts**

The cost associated with the access control system install is \$52,779.86. This amount is proposed to be funded from the bond premium received during the sale of the 2018 General Obligation issue. A further discussion of the use of the bond premium is set for the September 12 work session.

# COUNCIL COMMUNICATION

**Meeting Date: 9/6/18**

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**Item Title:** Mandatory Referral for Overhead Electric Easement south of Manson Pike [2018-717]

**Department:** Planning

**Presented by:** Donald Anthony, Planning Director

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

---

**Summary**

Request to abandon an overhead electric easement located south of Manson Pike.

**Staff Recommendation**

Approve the mandatory referral request.

The Murfreesboro Planning Commission considered this item at its August 15, 2018 meeting and recommended approval.

**Background Information**

In this mandatory referral, the City Council is being asked to abandon an overhead electric easement on three properties located south of Manson Pike and west of Brinkley Road. The request to abandon the overhead electric easement will be subject to submittal and recording of a subdivision plat that removes the easement as proposed by the applicant. The overhead electric easement abandonment and final plat should be recorded simultaneously.

The Planning Commission voted to recommend approval of this mandatory referral request at its August 15, 2018 meeting. The Electric Department has indicated its support for this abandonment.

If approved by the City Council, the applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal documents for the easement abandonment as well as for recording those documents.

**Council Priorities Served**

*Safe and Livable Neighborhoods*

Proper design of public infrastructure, including infrastructure for overhead electric lines, aids in the strong quality of life enjoyed by our citizens.

*Strong and Sustainable Financial and Economic Health*

The approval of this request will assist in the future development of the three properties directly affected by the overhead electric easement, potentially increasing tax revenues generated by this property.



**Fiscal Impacts**

None known.

**Attachments:**

1. Planning Commission staff comments
2. Miscellaneous supporting materials

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
AUGUST 15, 2018**

**4.i. Mandatory referral [2018-717] to consider the abandonment of an overhead electric easement south of Manson Pike, Investment Partners LLC applicant.**

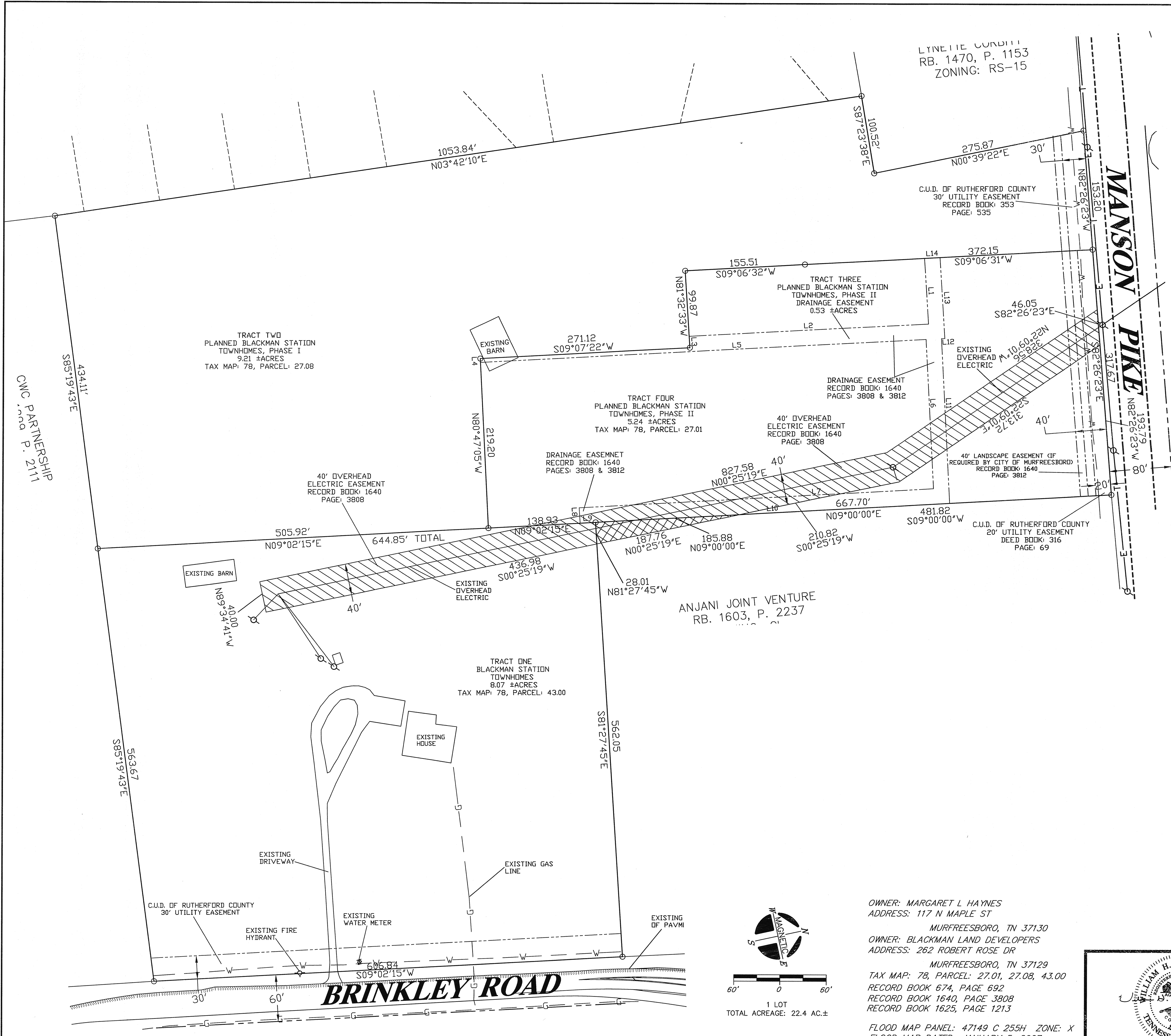
The applicant, Investment Partners LLC, has requested that the City of Murfreesboro abandon an overhead electric easement that crosses portions of three properties. The affected properties are:

- Tax Map 078, Parcel 27.01
- Tax Map 078, Parcel 26.00
- Tax Map 078, Parcel 43.00

The easement holder, Murfreesboro Electric Department (MED) has provided documentation to the Planning Department indicating that the easement is no longer necessary because overhead electric wires have been removed from this location. MED supports the abandonment of the easement.

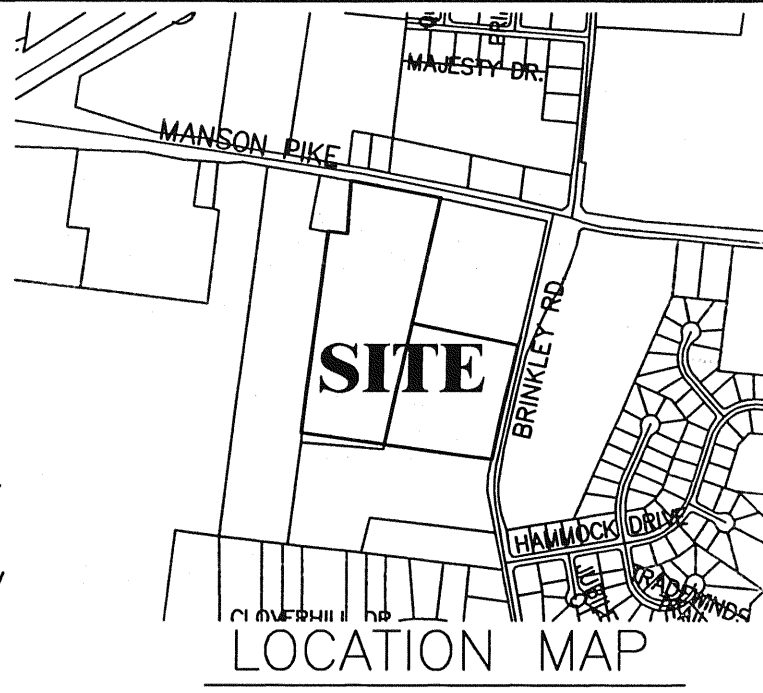
Staff recommends that the Planning Commission send this request forward to the City Council with a favorable recommendation. If approved by the City Council, the applicant will be required to provide documentation to the Legal Department, which will then prepare all necessary instruments for abandoning the easement.





- LEGEND**
- Power Pole
  - Existing Fire Hydrant
  - Existing Water Line
  - Existing Sanitary Sewer Line
  - Existing Sanitary Sewer Manhole
  - Existing Telephone Box
  - Existing Electric Box
  - Existing Storm Drain Manhole
  - Existing Light Pole
  - Existing Fiber Optic Line
  - Existing Overhead Electric Line
  - Existing Underground Telephone Line
  - Existing Gas Line
  - Existing Cable Box
  - Existing HVAC pad

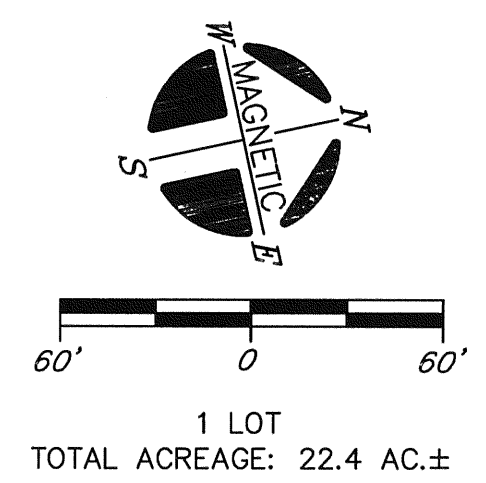
- LEGEND FOR MONUMENTS**
- IPS O IRON PIN SET
  - IPF O IRON PIN FND.
  - O RAILROAD SPIKE
  - FENCE
  - SURVEY POINT
  - WAL
  - CONC. MARKER FND.



**NOTES:**

1. IN TENNESSEE, IT IS A REQUIREMENT PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT" THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN THREE NOR MORE THAN TEN WORKING DAYS OF THEIR INTENT TO EXCAVATE. A LIST OF THESE UTILITIES MAY BE OBTAINED FROM THE COUNTY REGISTER OF DEEDS. THOSE UTILITIES THAT PARTICIPATE IN THE TENNESSEE ONE CALL SYSTEM CAN BE NOTIFIED BY CALLING TOLL FREE 1-800-351-1111.

2. UNDERGROUND UTILITIES SHOWN WERE LOCATED USING AVAILABLE ABOVE-GROUND EVIDENCE, AND ALSO FROM INFORMATION OBTAINED FROM THE RESPECTIVE UTILITY COMPANIES. THE EXISTENCE OR NON-EXISTENCE OF THE UTILITIES SHOWN AND ANY OTHER UTILITIES WHICH MAY BE PRESENT ON THIS SITE OR ADJACENT SITES SHOULD BE CONFIRMED WITH THE UTILITY OWNER PRIOR TO COMMENCING ANY WORK.



OWNER: MARGARET L HAYNES  
ADDRESS: 117 N MAPLE ST  
MURFREESBORO, TN 37130  
OWNER: BLACKMAN LAND DEVELOPERS  
ADDRESS: 262 ROBERT ROSE DR  
MURFREESBORO, TN 37129  
TAX MAP: 78, PARCEL: 27.01, 27.08, 43.00  
RECORD BOOK 674, PAGE 692  
RECORD BOOK 1640, PAGE 3808  
RECORD BOOK 1625, PAGE 1213

FLOOD MAP PANEL: 47149 C 255H ZONE: X  
FLOOD MAP DATED: JANUARY 5, 2007  
THIS LOT IS NOT INCLUDED IN AREAS DESIGNATED AS "SPECIAL FLOOD HAZARD AREA" ON THE NATIONAL FLOOD INSURANCE PROGRAM



**EXHIBIT**

**BLACKMAN STATION TOWNHOMES**

3RD CIVIL DISTRICT - RUTHERFORD COUNTY - TN.

DATE: JULY, 2018 SCALE 1"=60' SH. 1 OF 1





**HUDDLESTON-STEELE**  
**ENGINEERING, INC.**

2115 N.W. Broad Street • Murfreesboro, TN 37129 • Engineering 615-893-4084 • Surveying 615-890-0372 • FAX: 615-893-0080

August 1, 2018

Mr. Donald Anthony, Planning Director  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130

Re: Blackman Station  
Manson Pike  
Murfreesboro, TN

Dear Mr. Anthony:

At the request of our client, Mr. Laws Bouldin, we hereby make a request to abandon a portion of an Overhead Electric Easement (Record Book: 1640, Page: 3808) with a mandatory referral by Planning Commission. The portion of the existing Overhead Electric Easement to be abandoned is shown on the attached exhibit entitled Blackman Station, Townhomes and described.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.

William H. Huddleston IV, P.E., R.L.S.

## Donald Anthony

---

**From:** Joshua Seng <[jseng@medtn.com](mailto:jseng@medtn.com)>  
**Sent:** Thursday, August 2, 2018 2:07 PM  
**To:** Donald Anthony; Engineering  
**Subject:** RE: [EXT] Question re Electric Easement along Manson Pike

Mr. Anthony,

The easement in question was for an overhead powerline owned by MED. This line has since been removed, and MED does support the abandonment. Please let me know if you need anything else.

Thanks,

Joshua Seng  
Engineering Technician  
Murfreesboro Electric Dept.  
(615) 898-6738  
[jseng@medtn.com](mailto:jseng@medtn.com)

---

**From:** Donald Anthony [<mailto:danthony@murfreesborotn.gov>]  
**Sent:** Thursday, August 02, 2018 12:46 PM  
**To:** Engineering  
**Subject:** [EXT] Question re Electric Easement along Manson Pike

Good afternoon, MED engineers.

The Murfreesboro Planning Department has received a request for abandonment of an overhead electric easement on property along the south side of Manson Pike, west of Brinkley Road. The easement runs through several properties. Please see attached exhibit. Can you verify that this is an MED-related easement (as opposed to MTEMC or TVA)? If yes, can you verify that MED supports the abandonment? Thank you.

Best,  
Donald Anthony

[Donald Anthony](#)  
AICP | Director of Planning  
City of Murfreesboro | Planning Department  
615.893.6441 | [danthony@murfreesborotn.gov](mailto:danthony@murfreesborotn.gov)  
[www.murfreesborotn.gov/planning](http://www.murfreesborotn.gov/planning)

**WARNING:** This message originated from outside the organization.  
**DO NOT CLICK** links or attachments unless you recognize the sender and expected the content.

# COUNCIL COMMUNICATION

Meeting Date: 9/6/2018

**Item Title:** Contract with TDOT for FY18 Preventive Maintenance Expenses

**Department:** Transportation (Rover)

**Presented by:** Russ Brashear, Assistant Transportation Director *RB*

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

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**Summary**

The City's Public Transportation System has obligated \$150,000 in Federal dollars awarded in 2016 from the 5307 Federal Transit Funding Program. The required local match for these funds is \$18,750.

**Staff Recommendation**

Approval of Contract 75-5307-S3-025 with the TDOT for fiscal year 2018.

**Background Information**

Each year the Federal Transit Administration awards funding to direct recipients. In 2016 Federal Funds were awarded to the City in the amount of \$1,335,578. From that award the City has obligated "Federal Funds" in the amount of \$150,000 Federal dollars for Preventive Maintenance costs. The required Local match is \$18,750, and the State match is \$18,750.

**Council Priorities Served**

*Strong and Sustainable Financial and Economic Health*

As the cost of operating the City's Transit System will soon approach \$2 million annually it becomes increasingly important to utilize the funding options available through the FTA and TDOT. Combined, the grants and allocations shrink the City's cost of operating the service to 10-30%, depending on the fund source and stipulations of reimbursable expenses. Without these funds the expense to operate would require a dedicated source aside from the rider fares collected.

**Fiscal Impacts**

If exercised, the State and Local matches of \$18,750 each will bring the total funds for Preventive Maintenance awarded to \$187,750. The City match is budgeted in FY 18.

**Attachments:**

1. Award Notification Letter
2. Award Notification Contract



STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES  
SUITE 1200, JAMES K. POLK BUILDING  
505 DEADERICK STREET

NASHVILLE, TENNESSEE 37243-1402

(615) 741-2781

JOHN C. SCHROER  
COMMISSIONER

BILL HASLAM  
GOVERNOR

July 12, 2018

Russ Brashear, Assistant Transportation Director  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130

RE: City of Murfreesboro \$18,750.00  
TDOT Project No.: 755307-S3-025  
FTA Project No.: TN2018-018

Dear Mr. Brashear:

Enclosed is a draft contract for the above-referenced grant project. If there are corrections required, please send a return email with the highlighted changes on the draft contract (modifications can only be made to text in red). However, if the contract meets the agency's approval, please print the .pdf version, obtain the appropriate signatures, and return the signed contract via USPS mail to Mary A. Probst.

Per Finance & Administration (F&A), a contract shall be printed on one side of 8.5 x 11 inch paper. Also, please do not alter the contract provided by TDOT.


If you have any questions, please do not hesitate to contact this Office.

Sincerely,

Mary A. Probst  
Transportation Program Monitor 2  
[Mary.Probst@tn.gov](mailto:Mary.Probst@tn.gov)  
(615) 532-6577

Enclosure

c: Kaitlyn McClanahan

 <b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
<b>Begin Date</b> 7/1/2017		<b>End Date</b> 12/31/2020		<b>Agency Tracking #</b> 40100-03819	<b>Edison ID</b>
<b>Grantee Legal Entity Name</b> City of Murfreesboro					<b>Edison Vendor ID</b> 4110
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA #</b>  <b>Grantee's fiscal year end</b> June 30			
<b>Service Caption (one line only)</b> FY 19, FFY 16 - 5307 Urbanized Area Program, Capital Assistance					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
19	\$18,750.00				\$18,750.00
<b>TOTAL:</b>	<b>\$18,750.00</b>				<b>\$18,750.00</b>
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		Recipients apply directly to the Federal Transit Administration (FTA) for Section 5307 funds. Once their application has been approved by the FTA, recipients submit a request to TDOT Multimodal Division for matching funds.			
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<b>CPO USE - GG</b>	
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b> 71304000			



**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF MURFREESBORO**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of capital assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall provide all services and deliverables as described in their 49 U.S.C. § 5307 Program application submitted to and as approved by Federal Transit Administration (FTA).
- A.3. The Grantee shall abide by the provisions of 49 U.S.C. § 5307 and FTA Circular C 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions," to receive State funds to urbanized areas for transit capital and operating assistance, and for transportation related planning. Specifically, the funds will be used for capital assistance, as detailed in 49 U.S.C. § 5307 and FTA Circular C 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions."
- A.4. "Capital Projects" means those projects as defined in FTA Circular C9030.1E, "Urbanized Area Formula Program Guidance and Application Instructions," Chapter IV.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
  - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the Grantee's 49 U.S.C. § 5307 Program application submitted to and as approved by the FTA; and
  - c. FTA Circular C 9030.1E, "Urbanized Area Formula Program: Program Guidance and Application Instructions", or the most recently FTA approved updated circular.

**B. TERM OF GRANT CONTRACT:**

This Grant Contract shall be effective for the period beginning on July 1, 2017 ("Effective Date") and ending on December 31, 2020, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Eighteen Thousand, Seven Hundred and Fifty Dollars and No Cents (\$18,750.00)

("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation  
Multimodal Transportation Resources Division  
505 Deaderick Street, Suite 1200 James K. Polk Building  
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Transportation, Multimodal Transportation Resources Division.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
  - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
  - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
  - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.
- D. **STANDARD TERMS AND CONDITIONS:**
  - D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are

not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant 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 Grant Contract.
- D.7. Lobbying. The Grantee 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 Grantee 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.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Alaire Gage, Program Monitor 2  
Tennessee Department of Transportation  
Multimodal Transportation Resources Division  
Suite 1200 James K. Polk Building  
505 Deaderick Street  
Nashville, Tennessee 37243  
alaire.gage@tn.gov  
Telephone # (615) 313-3192  
FAX # (615) 253-1482

The Grantee:

Russ Brashear  
Assistant Transportation Director  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130  
[rbrashear@murfreesborotn.gov](mailto:rbrashear@murfreesborotn.gov)  
Telephone # (615) 893-6441  
FAX # (615) 849-2606

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the



State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee 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 Grant Contract or in the employment practices of the Grantee 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 Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee 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 Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of

Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant 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 Grantee'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*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee 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 Grantee 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.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by



the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. The State may reimburse the Grantee for a reasonably proportionate share of the costs of audits required by and performed in accordance with the "Single Audit Act Amendments of 1996" as provided in 2 C.F.R. § 200.425. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent 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.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this

Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Consecutive inventory equipment or motor vehicles tag identification;
- e. Acquisition date, cost, and check number;
- f. Fund source, State Grant number, or other applicable fund source identification;
- g. Percentage of state funds applied to the purchase;
- h. Location within the Grantee's operations where the equipment or motor vehicles is used;
- i. Condition of the property or disposition date if Grantee no longer has possession;
- j. Depreciation method, if applicable; and
- k. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the

parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant 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;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

#### **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.3. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.4. 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 Grantee 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 Grantee 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 Grant Contract.
- E.5. Drug Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.6. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.7. Disclosure of Personally Identifiable Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that come to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to



individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.

E.8. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.9. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.10. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.11. The Grantee agrees:

- (a) To use the equipment acquired under this Grant only for the purposes and the manner set forth in their application.
- (b) At the beginning of each calendar year, the Grantee shall certify that the equipment received under this Grant is still being used in accordance with the terms and provisions of this agreement.
- (c) To pay all fees on the equipment acquired through this Grant, including but not limited to, title and registration fees.
- (d) To be responsible for all costs and expenses related to the operation, maintenance, and repair of the equipment acquired through this Grant Agreement.
- (e) To provide licensed drivers, as required by the Tennessee Department of Safety, for operation of all equipment received under this Grant.
- (f) To carry insurance on vehicles, equipment, and facilities to cover the federal interest and state interest in the asset.
  - a. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (T.C.A. § 29-20-101 et seq.), the following insurance coverage is required:
    - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.

- b) Bodily injury or death of all persons in any one accident, occurrence or act at minimum of \$700,000.00 per accident.
  - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
- b. If the Grantee is not covered by the Tennessee Governmental Tort Liability Act (T.C.A. § 29-20-101 et seq.), then the following insurance coverage is required:
- a) Personal Injury Liability at a minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
  - b) Property Damage Liability at a minimum of \$300,000.00 per incident.
  - c) Comprehensive Coverage with a maximum deductible of \$500.00.
  - d) Collision Coverage with a maximum deductible of \$500.00.
  - e) Uninsured Motorist Coverage with a minimum of \$50,000.00 per person and \$100,000.00 per incident.
- c. Additionally, the Grantee shall comply with provisions of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 USC 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the vehicle is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the equipment is delivered to the Grantee and annually on the anniversary date of the delivery of the equipment. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of equipment.

- (g) That any vehicles received under this Grant will comply with the Motor Vehicle Safety Standards as established by the United States Department of Transportation.
  - (h) That any vehicles received under this Grant shall be used for not less than the useful life. The useful life of all vehicles purchased under the Grant is as listed in the document filed with the Federal Transit Administration (FTA). Upon reaching the expiration of the useful life of the equipment, the State may ask the Grantee to provide written notice to the State.
- E.12. Vehicle Disposal Process. The Grantee shall adhere to disposal process as described in the State Management Plan for FTA Programs of the Tennessee Department of Transportation on file with the Federal Transit Administration (FTA)
- E.13. Vehicle Disposal Proceeds. All proceeds from the disposal of the vehicle as described in the vehicle disposal process shall be accounted for and used for transportation program activity expenses.
- E.14. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.15. Competitive Procurements. Should this Grant Agreement provide for the reimbursement of the cost of goods, materials, supplies, equipment, or contracted services; such procurements shall be made on a competitive basis, where practicable. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

---

SHANE MCFARLAND, MAYOR  
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DATE

---

ADAM F. TUCKER, CITY ATTORNEY  
APPROVED AS TO FORM AND LEGALITY

DEPARTMENT OF TRANSPORTATION:

---

JOHN C. SCHROER, COMMISSIONER

DATE

---

JOHN REINBOLD, GENERAL COUNSEL  
APPROVED AS TO FORM AND LEGALITY

DATE



## ATTACHMENT ONE

## UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
<b>SCOPE—CAPITAL</b>					
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$18,750.00	\$150,000.00	\$18,750.00	\$18,750.00	\$187,500.00
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
<b>SCOPE—OPERATING</b>					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
<b>SCOPE—RURAL TRANSIT ASST PROGRAM</b>					
43.5x.xx Rural Transit Assistance Program					
<b>SCOPE—PLANNING</b>					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
<b>SCOPE—MANAGEMENT TRAINING</b>					
50.xx.xx Management Training					
<b>SCOPE—OVERSIGHT REVIEWS</b>					
51.xx.xx Oversight Review					
<b>SCOPE—RESEARCH PROJECTS</b>					
55.xx.xx Research Projects					
<b>SCOPE—SAFETY &amp; SECURITY</b>					
57.xx.xx Safety and Security					
<b>SCOPE - UNIVERSITY RESEARCH</b>					
70.xx.xx					
<b>SCOPE - Non-Add Scope Codes</b>					
99.xx.xx					
<b>SCOPE - OTHER</b>					
xx.xx.xx - Other					
xx.xx.xx - Other					
<b>GRAND TOTAL</b>	\$18,750.00	\$150,000.00	\$18,750.00	\$18,750.00	\$187,500.00

\*Federal share not distributed in this grant contract.

## GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$18,750.00	\$150,000.00	\$18,750.00	\$18,750.00	\$187,500.00
<b>TOTAL</b>	<b>\$18,750.00</b>	<b>\$150,000.00</b>	<b>\$18,750.00</b>	<b>\$18,750.00</b>	<b>\$187,500.00</b>

## ATTACHMENT TWO

## Parent Child Information

*The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.*

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4110

Is Grantee Legal Entity Name a parent? Yes ☒ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Grantee Legal Entity Name a child? Yes ☐ No ☒

If yes, complete the fields below.

Parent entity's name: City of Murfreesboro

Parent entity's tax identification number: 62-6000374

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: Melissa B. Wright - City Recorder

Address: P.O. Box 1139, Murfreesboro, TN 37133

Phone number: 615-893-5210

Email address: mwright@murfreesborotn.gov

Parent entity's Edison Vendor ID number, if applicable: 4110

# **COUNCIL COMMUNICATION**

**Meeting Date: September 6, 2018**

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**Item Title:** Construction Contract for ADA Improvements, Phase One

**Item No.:**

**Department:** City Manager's Office

**Presented by:** Gary Whitaker

**Requested Council Action:**

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

---

## **Summary**

This scope of this project incorporates replacement of two Rotunda entrance doors with ADA compliant, electric operator controlled entrance doors. Modifications will also be made to the non-ADA compliant concrete steps and metal handrails located in the Civic Plaza and parking garage and to add ADA striping and signage in the parking garage. Lastly, City Hall public bathrooms will also be modified to conform with current ADA regulations.

## **Staff Recommendation**

Approve a construction contract with Rice Construction for ADA Improvements, Phase One in the amount of \$195,206.

## **Background Information**

Staff advertised for the subject project and received only one bid at the December 6, 2017 bid opening from Rice Construction in the amount of \$274,763. The bid was reviewed and found to be in conformance with the bidding documents by Picklesimer and Roberts Architect, LLC and the Murfreesboro Purchasing Department. Post-bid construction value engineering changes reduced total contractor construction cost to \$195,206. See the attached revised schedule of values for the post value engineered construction costs breakdown. The construction contract has been reviewed and approved by the Purchasing and Legal Departments.

## **Fiscal Impacts**

The project is funded via the 2012 and 2016 General Obligation Bond issues containing a total of \$200,000. Phase Two of the ADA improvements is funded with an additional \$100,000 from the 2018 General Obligation Bond issue.

## **Attachments:**

1. Construction Contract with Rice Construction

# AIA® Document A105™ – 2017

## *Standard Short Form of Agreement Between Owner and Contractor*

AGREEMENT made as of the Eleventh day of July in the year Two Thousand Eighteen  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

City of MurfreesboroTN  
111 West Vine Street  
Murfreesboro, TN 37130

and the Contractor:  
(Name, legal status, address and other information)

Rice Construction  
2327 Gravett Street  
Murfreesboro, TN 37129

for the following Project:  
(Name, location and detailed description)

ADA RENOVATION - CIVIC PLAZA  
111 West Vine Street  
Murfreesboro, TN 37130

The Architect:  
(Name, legal status, address and other information)

PICKLESIMER ROBERTS ARCHITECTURE, Inc.  
1817 Holloway Circle  
Murfreesboro, TN 37127

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.

Init.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENTS
5	INSURANCE
6	GENERAL PROVISIONS
7	OWNER
8	CONTRACTOR
9	ARCHITECT
10	CHANGES IN THE WORK
11	TIME
12	PAYMENTS AND COMPLETION
13	PROTECTION OF PERSONS AND PROPERTY
14	CORRECTION OF WORK
15	MISCELLANEOUS PROVISIONS
16	TERMINATION OF THE CONTRACT
17	OTHER TERMS AND CONDITIONS

### 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 Architect, dated 03.19.17, and enumerated as follows:

Drawings:

Number	Title	Date
See Exhibit "A"		

Specifications:

Section	Title	Pages
See Exhibit "B"		

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
One		1

Init.

.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:

Exhibit "C" – Amendments and Supplementary Provisions to AIA A105-2017

Exhibit "D" – Additional insurance Requirements

Exhibit "E" – schedule of values

## 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:

Unless otherwise set forth below, the date of commencement shall be the date established in a Notice to Proceed to be issued after City Council approval of contract.

*(Insert the date of commencement if other than the date of this Agreement.)*

### § 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 Eighty ( 180 ) calendar days from the date of commencement.

☐ [ ] 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:

One Hundred Ninety-Five Thousand Two Hundred Six Dollars and no cents (\$ 195,206.00)

§ 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

§ 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.)*

NA

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:  
*(Identify each allowance.)*

Item

Price

NA

§ 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.)*

Init.

Item  
NA

Units and Limitations

Price per Unit (\$0.00)

#### ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

*(Paragraph deleted)*

Upon the substantial completion of each task item identified in the Exhibit "E" – Schedule of Values

§ 4.1.2 Provided that an Application for Payment is received by the Architect not later than the Fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Thirtieth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty ( 60 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 4.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 4.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 4.4 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 4.4.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 4.4.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 4.5 Retainage

§ 4.5.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: Five (5%) percent

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

§ 4.5.2 The following items are not subject to retainage:

Init.



*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

**§ 4.5.3** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

**§ 4.5.4** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

**§ 4.5.3** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

**§ 4.5.4** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 4.6** 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.)*

%

## **ARTICLE 5 INSURANCE**

**§ 5.1** The Contractor shall maintain 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:

**§ 5.1.1** Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) 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 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 Five Hundred Thousand Dollars (\$ 500,000.00 ) each accident, Five Hundred Thousand Dollars (\$ 500,000.00 ) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00 ) 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**

§ 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.

§ 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.

§ 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 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.

**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.

**§ 6.3 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.

**§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents**

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect 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.

**§ 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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NA

## **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.

§ 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, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

### **§ 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 Architect 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.

### **§ 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 Architect.

### **§ 8.2 Contractor's Construction Schedule**

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.

### **§ 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, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not

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contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

#### **§ 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.

#### **§ 8.5 Warranty**

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.

#### **§ 8.6 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 Architect 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 Architect 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.

#### **§ 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.

#### **§ 8.12 Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's 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.

#### **ARTICLE 9 ARCHITECT**

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect 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 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 observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect 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 Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect 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.

§ 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.

#### **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. 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.

§ 10.2 The Architect 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.

#### **ARTICLE 11 TIME**

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

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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.

§ 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 Architect 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.

§ 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.

### **§ 12.3 Certificates for Payment**

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 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.

### **§ 12.4 Progress Payments**

§ 12.4.1 After the Architect 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 Neither the Owner nor the Architect 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.

### **§ 12.5 Substantial Completion**

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially

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complete. When the Architect determines that the Work is substantially complete, the Architect 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.

#### **§ 12.6 Final Completion and Final Payment**

**§ 12.6.1** Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

**§ 12.6.2** Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, 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.

#### **ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY**

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.

#### **ARTICLE 14 CORRECTION OF WORK**

**§ 14.1** The Contractor shall promptly correct Work rejected by the Architect 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.

**§ 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.

##### **§ 15.2 Tests and Inspections**

**§ 15.2.1** At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

**§ 15.2.2** If the Architect 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.

### § 15.3 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.

## 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 and Architect, 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.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, 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

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 reasonable overhead and profit on the Work not executed.

## ARTICLE 17 OTHER TERMS AND CONDITIONS

*(Insert any other terms or conditions below.)*

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.)*

OWNER (Signature)

Mayor Shane McFarland, City of Murfreesboro  
(Printed name and title)

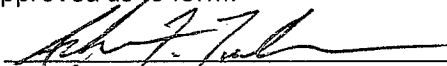
CONTRACTOR (Signature)

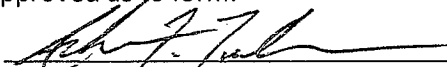
Timothy Rice, Owner Rice Construction  
(Printed name and title)

LICENSE NO.: 22309

JURISDICTION: Tennessee

Approved as to form:



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User Notes:

(1314211897)



## *Additions and Deletions Report for AIA® Document A105™ – 2017*

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:46:48 on 07/26/2018.

### PAGE 1

**AGREEMENT** made as of the Eleventh day of July in the year Two Thousand Eighteen

...

City of Murfreesboro TN  
111 West Vine Street  
Murfreesboro, TN 37130

...

Rice Construction  
2327 Gravett Street  
Murfreesboro, TN 37129

...

ADA RENOVATION - CIVIC PLAZA  
111 West Vine Street  
Murfreesboro, TN 37130

...

PICKLESIMER ROBERTS ARCHITECTURE, Inc.  
1817 Holloway Circle  
Murfreesboro, TN 37127

### PAGE 2

.2 the drawings and specifications prepared by the Architect, dated 03.19.17, and enumerated as follows:

...

See Exhibit "A"

...

See Exhibit "B"

...

One

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### PAGE 3

Exhibit "C" – Amendments and Supplementary Provisions to AIA A105-2017  
Exhibit "D" – Additional insurance Requirements  
Exhibit "E": - schedule of values

...

Unless otherwise set forth below, the date of commencement shall be the date ~~of this Agreement established in a~~  
Notice to Proceed to be issued after City Council approval of contract.

...

☒ [ X ] Not later than One Hundred Eighty ( 180 ) calendar days from the date of commencement.

...

~~(\$ )~~One Hundred Ninety-Five Thousand Two Hundred Six Dollars and no cents (\$ 195,206.00)

...

NA

...

NA  
PAGE 4

NA

...

*(Insert below timing for payments and provisions for withholding retainage, if any.)*

Upon the substantial completion of each task item identified in the Exhibit "E" – Schedule of Values

§ 4.1.2 Provided that an Application for Payment is received by the Architect not later than the Fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Thirtieth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty ( 60 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 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. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 4.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 4.4 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 4.4.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 4.4.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 4.5 Retainage

§ 4.5.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: Five (5%) percent  
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

§ 4.5.2 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 4.5.3 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

§ 4.5.4 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 4.5.3 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 4.5.4 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 4.6 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.

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§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) 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.

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§ 5.1.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00 ) each accident, Five Hundred Thousand Dollars (\$ 500,000.00 ) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00 ) policy limit.

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NA

PAGE 12

Mayor Shane McFarland, City of Murfreesboro

Timothy Rice, Owner Rice Construction

...

LICENSE NO.: 22309

JURISDICTION: Tennessee

***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 17:46:48 on 07/26/2018 under Order No. 7192113651 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Dated)

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AMENDMENTS AND SUPPLEMENTARY  
PROVISIONS TO AIA A105 – 2017  
(Small Projects)

The undersigned parties agree to the following amendments and supplementary provisions to the standard short form agreement between owner and contractor AIA A105–2017 that the parties have entered into as of the 21<sup>st</sup> of August, 2018 (the “Construction Contract”).

1. The following new section is added after Section 4.6:

§4.7 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.

2. Section 5.1 is amended by adding the phrase “and Exhibit D” after the words “this Section 5.1.”

3. The following provisions are added to the end of Section 5.1.1:

Each general liability policy must be endorsed or written to: (a) Include the per project aggregate endorsement; (b) Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the “Additional Insureds”); (c) Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors; (d) Include a severability of interest clause; and (e) Waive all rights of recovery against the Additional Insureds.

4. The following provisions are added to the end of Section 5.1.3:

The Owner must be a named insured on the policy, and the policy may not terminate until Final Completion or a certificate of occupancy applicable to the entire property is issued, whichever occurs last.

5. The following provisions are added to the end of Section 5.1.6:

This policy must be endorsed, by specific or blanket endorsement, to: (a) Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the “Additional Insureds”); (b) Stipulate that any insurance carried by the Additional Insureds must be excess and not contributory; and (c) Waive subrogation against the Additional Insureds.

6. The following new sections are added after Section 5.6:

**§ 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.

7. The following new sections are added to Section 6.2:

§ 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.

8. The following new section is added to Section 6.3:

§ 6.3.1 In the event there are conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. Modifications
2. The Agreement
3. Addenda, with those of later date having precedence over those of earlier date.
4. The Supplement to General Conditions
5. The General Conditions of the Contract for Construction
6. Division 1 of the Specifications
7. Drawings and Specifications

8. Other documents specifically enumerated in the Agreement as part of the Contract Documents.
9. 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 Architect's interpretation.

§ 6.3.2 Sections of Specification Division 1 - General Requirements, govern the execution of all sections of the specifications.

9. Section 6.4 is stricken in its entirety and restated as follows:

§ 6.4 Documents prepared by the Architect are for use solely with respect to this Project. The Contractor, subcontractors, sub-subcontractors, materialmen, and equipment suppliers are authorized to use and reproduce solely and exclusively for execution of the Work. The Architect's drawings, specifications and other documents may not be used for other Projects.

§ 6.4.1 Reproduction of any portion of the Architect's Construction Documents for use as submittals for Shop Drawings is not acceptable.

§ 6.4.2 The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Subparagraph 1.5 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

§ 6.4.3 The Contractor shall not transfer or reuse instruments of Service in electronic or machine readable form without the prior written consent of the Architect.

§ 6.4.4 When applicable, prior to obtaining electronic documents, the Contractor shall be required to execute a Waiver and Release of Liability Document provided by the Architect and pay a fixed fee amount to be established by the Architect, which shall be based upon the time required to translate and assemble the requested electronic file data.

10. The following is added to the end of Section 7.1.2:

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.

11. The following is added to Section 7.1:

§ 7.1.4 The Owner will a digital copy in .pdf format or furnish six (6) copies of the Contract Documents to the Contractor. The Contractor may purchase additional copies of the Contract Documents at the cost of reproduction, postage, and handling.

12. Section 7.2 is stricken in its entirety and restated as follows:

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.

13. The following is added to the end of Section 7.3:

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.

14. The following is added to the end of Section 8.1.2:

Reports of errors, inconsistencies, or omissions must be made in writing and copies provided directly to the Owner.

15. The following new sections are added to Section 8.1:

§ 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 Architect. In case of any discrepancy between Drawings and Specifications, Contractor shall consult Architect promptly for an interpretation before proceeding with the Work.

§ 8.1.5 The Owner is entitled to reimbursement from the Contractor, which are in addition to any Liquidated Damages, for amounts paid to the Architect for evaluating and responding to (i) the Contractor's requests for information that are not prepared in accordance with the Contract Documents; (2) where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation; or (3) Owner incurs additional project management costs.

16. The following is added to the end of Section 8.2:

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.

17. The following new sections are added to Section 8.3:

§ 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 Architect and obtain a decision before starting work.

§ 8.3.4 The Contractor shall establish and maintain reference points required for the work. He shall lay out on the rough floor the exact locations of partitions, openings, etc. as a guide to all trades. He 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.

18. The following new sections are added to Section 8.4:

§ 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 Architect such materials are equal to the material specified and entirely satisfactory for use in the project. The Architect shall be the sole judge of acceptability of substitution.

.2 The Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications) ten (10) days prior to bid date. 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 except for the Architect's redesign costs, 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 the Architect 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.

19. Section 8.5 is stricken in its entirety and restated as follows:

#### § 8.5 Warranty

§ 8.5.1 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. 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 Architect, 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.

20. The following is added to the end of this Section 8.8:

Architect shall not be responsible for correctness of dimensions shown on shop drawings or submittals. The Architect’s review of Contractor’s submittals will be limited to general conformance with the project scope, finish selection, and examination of an initial submittal and one (1) resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional submittals.

21. The following is added to the end of this Section 8.11:

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. On on-site burning of trash is allowed.

22. The following is added to the end of Section 8.12:

The provisions of this Section 8.12 shall survive the completion of the Work or termination of the Agreement.

23. The following is added to the end of Section 9.2:

The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

§ 9.2.1 Representatives of the Owner, Contractor, and Architect 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.

24. The following new sections are added to Section 9.10:

§ 9.10 Contractor requests for information shall be prepared and submitted in accordance with Division 1 General Requirements sections on AIA Document G716-2004. The Architect will return without action requests for information that do not conform to requirements of the Contract Documents.

25. Section 10.1 is modified by deleting the last sentence of the section.

26. The following new sections are added to Section 10.1:

§ 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 Architect and signed by the Owner, the Contractor, and the Architect 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 changes required by the Owner and the Architect that do not affect the Contract Time or Contract Sum and will be issued by the Architect 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 Architect and summarized with seven days in writing provided to the Owner and the Contractor. The Contractor may request that the Architect 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 The Owner's representative shall have authority to authorize contract modifications less than \$10,000.00. Contract modifications of \$10,000.00 or greater require approval by Murfreesboro City Council.

27. The following new sections are added to Article 10:

§ 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.

28. The following new sections are added to Article 11:

§ 11.2 If the Contractor is delayed at any time in progress of the work by an act or neglect of the Owner or Architect, or of any employee of either, 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 Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as Architect may determine. Extended overhead, profit, and other indirect costs related to the extension of the contract time will not be allowed.

§ 11.3 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.

29. The following is added to the end of Section 12.2.1:

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.

30. The following new sections are added to Section 12.2:

§ 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.

31. Section 12.3 is modified by numbering the paragraph as “§ 12.3.1” and adding the following new sections:

§ 12.3.2 The issuance of a Certificate of Payment will constitute a recommendation only by the Architect and not a legal, binding obligation on the Owner.

§ 12.3.3 The Architect or the Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect 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 Architect'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 Architect 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 Architect 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.

32. The following is added to the end of Section 12.4:

§ 12.4.5 If the Architect withholds certification for payment, 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 notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

33. Section 12.5.1 is deleted in its entirety and restated as follows:

§ 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 Architect. 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 Architect's or the Owner's reasonable determination that Substantial Completion has not been achieved.
34. Section 12.5.2 is modified by adding the words "and the Owner" after the words "the Architect" in the first sentence.
35. The following new section is added to Section 12.5:
- § 12.5.3 Unless the project has phased Substantial Completion dates, the Architect 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.
36. Section 12.6.1 is modified by adding the words "and the Owner" after the words "the Architect" in the first sentence.
37. Section 12.6.2 is modified by adding a comma and the word "claims" after the word "liens" and before the words "and data".
38. The following new section is added to Section 12.6:
- § 12.6.4 Unless the project has phased Final Completion dates, The Architect 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.

39. Article 13 is modified by numbering the paragraph as “§ 13.1” and adding the following new sections:

§ 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 and the Architect 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.

40. Section 14.1 is modified as follows:

In the first sentence, add “or the Owner” after the words “rejected by the Architect”.

41. The following is added to the end of Section 14.2:

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.

42. The following new section is added to Article 14:

§ 14.4 Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion the Architect will conduct and the Contractor shall attend a meeting with the Owner to review facility operations and performance.

43. The following is added to Section 15.1:

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.

44. The following new sections are added after Section 15.3:

**§ 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.

**§ 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 Work on School Campus**

Should the Work under this Contract be on a campus of the Owner's schools, under no circumstances shall any entity be allowed to use employees, agents, or subcontractors on site

who have been convicted of a felony or a crime involving sexual misconduct. The Contractor shall maintain criminal history records of any employee, agent, or subcontractor who shall be present on a campus of the Owner's school. The Contractor shall insure that all entities with which it contracts shall supply the Contractor information regarding criminal history records of any employee, agent or consultant who shall be present on such campus at any time. The Contractor employees, agents and subcontractors shall abide by all the Owner policies and procedures regarding campus access.

**§ 15.10 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.

**§ 15.11 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.

**§ 15.12 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.

**§ 15.13 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.

**§ 15.14 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.

45. Section 16.3 is stricken in its entirety and restated as follows:

**§ 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.

45. The following sections are added to Article 17:

**§ 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 and to the Architect, who shall serve as the "Initial Decision Maker." 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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

**§ 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 Architect and 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 Architect and 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, other than for causes excluded in section 10.3 of this Supplement, 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

.1 Claims shall be referred to the Architect, who shall be the Initial Decision Maker for initial decision. 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 Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

.2 The Initial Decision Maker 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 parties that the Initial Decision Maker is unable to resolve the Claim because the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense, which the Owner may reject, in which case the Architect shall deny the Claim.

.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond within ten days after receipt of such request and shall either (i) provide a response on the requested supporting data; (ii) advise the Initial Decision Maker when the response or supporting data will be furnished; or (iii) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

.5 The Initial Decision Maker 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 parties of any recommended Change Order.

**§ 17.1.6 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.

**§ 17.2 Liquidated Damages.**


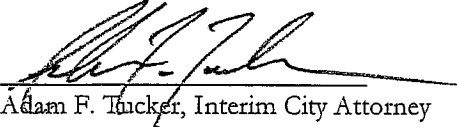
**§ 17.2.1** In the event Substantial Completion is not achieved by the date specified above, except as result only from delays for which the Owner is chargeable under the Contract Documents or from Unavoidable Delay (as defined below), the Contractor agrees that the Owner shall have the right to deduct from any sums due to the Contractor hereunder the sum of dollars (\$ \_\_\_\_\_.00) for each day that Substantial Completion is actually delayed, provided, however that (i) the Owner may make such deductions prior to the scheduled date of Substantial Completion in the event the Owner reasonably projects that the Project will not be completed on the scheduled date of Substantial Completion, and (ii) the Contractor shall pay to the Owner in cash any amounts which the Owner is entitled to deduct in the event the remaining amount of funds due the Contractor hereunder is less than the remaining amounts the Owner has the right to deduct.

**§ 17.2.2** The Owner and the Contractor agree and acknowledge that the Owner's actual damages for the failure of Substantial Completion would be substantial but extremely difficult to ascertain and such sum represents a fair and reasonable estimate of the costs the Owner will incur as a result of such late achievement of Substantial Completion.

**§ 17.2.3** "Unavoidable Delay" means delays due to any of the following, and only the following, (provided that such delay is beyond the Contractor's reasonable control): war, insurrection, civil commotion, strikes, slowdowns, lock outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, acts of terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental moratoriums, unusually severe or abnormal weather condition that could not reasonably be projected and provided for in the project schedule, failure of utilities, or a court order which causes a delay (unless resulting from a wrongful act). In no event shall the application to the Contractor or any applicable law, regulation, rule or other governmental requirement constitute an Unavoidable Delay. The Contractor shall use reasonable good faith efforts to notify the Owner not later than five days after the Contractor knows of the occurrence of an Unavoidable Delay. An extension of time for an Unavoidable Delay shall only be for a period of the Unavoidable

Delay, which period shall commence to run from the time of the commencement of the cause of the Unavoidable Delay.

IN WITNESS WHEREOF, the parties duly execute these Amendments and Supplementary Provisions contemporaneous with the Construction Contract identified above.

<b>OWNER</b> City of Murfreesboro   By: Shane McFarland Its: Mayor	<b>OWNER</b> Rice Construction  By: Tim Rice Its: Owner
Approved as to form:  Adam F. Tucker, Interim City Attorney	

### ADDITIONAL INSURANCE REQUIREMENTS

Contractor must, as a material obligation to the Owner and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, insurance in accordance with Section 5 of the Agreement and the provisions of this Exhibit D.

1. **Waiver of Subrogation.** Contractor hereby waives, and will require each of its Subcontractors and Lower Tier Entities to waive, all rights of subrogation under all policies against the Owner and other Additional Insureds for losses or damages covered by any policy of insurance. Contractor, Subcontractors, and Lower Tier Entities must provide notice of waiver to all insurance carriers.
2. **Term of Coverage**
  - 2.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the “Completed Operations Term”).
  - 2.2 If at any time during the Completed Operations Term Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
  - 2.3 Contractor will furnish certificates of insurance and other evidence that the Owner may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
  - 2.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.
3. **Subcontractor and Lower-Tier Entities Insurance Requirements**
  - 3.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:
    - a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$ 1,000,000 per occurrence, and \$ 1,000,000 as the annual aggregate limit; and
    - b. Timely furnish to the Owner proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
    - c. The Lower Tier Entities' general liability policy must also be endorsed to provide the policy must be primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.

- d. The Owner has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.
- 4. **Other Policy Provisions.** Each policy to be furnished by Contractor and each Subcontractor must:
  - 4.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
  - 4.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;
  - 4.3 Include the Project per aggregate endorsement;
  - 4.4 Waive all rights of subrogation against the Owner;
  - 4.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and
  - 4.6 Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.
- 5. **Certificates and Endorsements**
  - 5.1 Within 10 days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements;
  - 5.2 Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.
  - 5.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.
- 6. **Reduction in Coverage.** Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

**7. Suppliers and Materialmen Coverages**

- 7.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
- 7.2 With respect to any equipment, machinery or other goods for which the Owner or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the Owner and Contractor as loss payee as their interests appear.

**8. Condition Precedent to Starting Work**

- 8.1 Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place; together with the original of each bond required under this Agreement. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;
  - 8.2 The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.
- 9. Additional Proofs of Insurance.** Contractor must, within 10 days after request, provide the Owner with certified copies of all policies and endorsements obtained in compliance with this Agreement.
- 10. Indemnity.** The fact that Contractor and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the Owner and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.
- 11. Interpretation.** In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.

# Rice Construction

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2327 Gravett Street, Murfreesboro, Tennessee 37129 | riceconstruction@gmail.com

May 24-2018

Project: City of Murfreesboro TN ADA Renovations Civic Plaza

## Schedule of Values

1. General Conditions	\$23,389.00
2. Concrete Steps	\$23,400.00
3. Rest room areas	\$47,739.00
4. Electric door closers	\$41,120.00
5. Manual door closers	\$ 3,600.00
6. ADA Striping & Signage for parking area	\$ 11,400.00
7. Rotunda two sets of double doors with electric openers	\$24,155.00
8. Wood Hand rails	\$ 5,160.00
9. Metal Hand Rails for area 2,3,4,5,6,8,9,10,11 Plaza area	\$15,243.00

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TOTAL

\$ 195,206.00

Tim Rice

P731-616-7423

riceconstruction@gmail.com

## ADDENDUM ONE

Project Name: MURFREESBORO ADA – CIVIC PLAZA  
Owner: City of Murfreesboro  
Address: 111 West Vine Street  
City, State: Murfreesboro, TN

Project Number: 2014011  
Date: 24 May 2018

From: PICKLESIMER ROBERTS ARCHITECTURE, Inc.  
1817 Holloway Circle  
Murfreesboro, TN 37127  
615. 893. 7200

TO: Prospective Bidders

This addendum forms part of the Contract Documents and modifies the original Bidding Documents dated 13 December 2010. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.



This Addendum consists of 1 page (and attached PDF files).

### CHANGES TO THE DRAWINGS:

(Delete metal railings from scope of work in City Hall Monumental (sheet A2.60) stair, exit stairs on all floors, Library monumental stairway, and ramp railing extensions. Also delete railings at plaza stairs to Vine Street. [Railings at steps (#2, 3, 4, 5, 6, 8, 9, 10 & 11 on sheet A1.10) in plaza trail to remain in scope of work.]



ATTACHMENTS:  
N/A

END OF ADDENDUM

1817 HOLLOWAY CIRCLE  
MURFREESBORO, TN 37127

615.893.7200 P  
615.893.7260 F

prarchitecture.com



# Rice Construction

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May 24-2018

Project: City of Murfreesboro TN ADA Renovations Civic Plaza

## Schedule of Values

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TOTAL

\$ 195,206.00

Tim Rice

P731-616-7423

riceconstruction@gmail.com

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Mr. Ron Dennis  
City of Murfreesboro  
West Main Street  
Murfreesboro, TN 37130

Mr. Dennis:



This amount exceeds the current authorized construction (\$200,000.00) budget. The contractor has volunteered to review his bid and to provide cost breakouts based on the different elements of the project so a scope of work compatible with the available funding can be determined.

Upon receipt of the cost breakdowns, we will work to determine a scope of work that works with the available funds while addressing the most pressing items.

Sincerely,

PICKLESIMER ROBERTS ARCHITECTURE, Inc.

Michael Ficklin

Michael W. Picklesimer  
Architect / President

MWP  
DC:

Jeff Roberts, PRA  
PRA 2014011

C. Dwyer: PLOM, SCHMIDT ROBERTS ARCHITECTURE, 4471 ONYX PLAZA, SUITE 200, 10111 Le Dancer DR 20, 10 doc

1817 HOLLOWAY CIRCLE  
MURFREESBORO, TN 37127

615.893.7200 P  
615.893.7260 F

ADA RENOVATIONS – CIVIC PLAZA  
2014011

DOCUMENT 004113  
BID FORM

Submitted 3-20, 2018

TO:

City of Murfreesboro, TN  
Murfreesboro, TN

PROJECT:

ADA Renovations – Civic Plaza  
Murfreesboro, TN

SUBMITTED BY:

(Full name)

Rice Construction Co LLC

(Full address)

2327 Gravett St  
Murfreesboro TN 37129

License Number 22309 Date of License: 11-30-19

Classification: BC HRA-A Monetary Limit: 500,000.00

Gentlemen:

1. The undersigned, as Bidder, hereby declares that this Bid is made without any expressed or implied connection (financial or otherwise) with any other person or company or parties making a bid on the above named Project; and that this Bid is, in all respects, fair and in good faith without collusion or fraud.
2. The undersigned as Bidder acknowledges by his (or her) signature that he (or she) has visited and examined the site of the proposed construction and has received and examined the documents titled "Project Manual" for the Construction of the above mentioned Project, Drawings and other documents and has included their provisions in his (or her) Bid.
3. The Bidder acknowledges that he (or she) has received the following Addenda. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid Sum.
  - a. Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_
  - b. Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_
  - c. Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_
4. In submitting this Bid, the Bidder agrees:
  - a. To hold open his (or her) Bid for 30 days from the date shown above.

PICKLESIMER ROBERTS ARCHITECTURE, Inc.  
Murfreesboro, TN

004113 - 1  
BID FORM

ADA RENOVATIONS – CIVIC PLAZA  
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- b. To enter into and execute a Contract, if awarded, on the basis of this Bid and to furnish the required Bonds.
  - c. To accomplish the Work according to the Contract Documents.
  - d. To provide in full and complete accordance with the shown, noted, described and reasonably intended requirements of Drawings and Specifications and the Contract Documents, to furnish all labor, materials, transportation and appliances to complete the work to the full and entire satisfaction of the Owner (with a definite understanding that no money will be allowed for extras except as set forth in the General Conditions, Special Provisions and Contract Documents), for the amounts listed below.
  - e. To begin the Work within ten (10) days after written notification of the acceptance of this Bid.
  - f. To complete the Work in 60 calendar days from the date of the notice to proceed.
5. The Bidder agrees to construct the Work of the Base Bid for this Project for the Lump Sum (Fixed) Price of (show amount in both words and figures).
- Two hundred and Seventy Four Thousand Seven hundred and Sixty Three Dollars NOCENT.  
\_\_\_\_\_ (\$274,763.<sup>00</sup>) DOLLARS.
6. The Bidder acknowledges by his (or her) signature that he (or she) agrees to requirements contained in the Invitation to Bid and the Instructions to Bidders and, that should he (or she) fail to execute a Contract with the Owner, should the Owner award said Contract to him, that the Owner may rightfully collect the sum of the Bid Security.
7. The required Bid Security is attached to this Bid.

BID FORM SIGNATURE(S)

Name of Firm:

Signed By:

Title:

Note: If a corporation, Bid must be signed by person authorized by the corporation by-laws to bind it to contract.

END OF BID FORM

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Rice Construction Co., LLC; 385 Sanford Road, Covington, TN 38019

as Principal, hereinafter called the Principal, and SureTec Insurance Company

a corporation duly organized under the laws of the State of Texas

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Murfreesboro; 111 W. Vine Street, Murfreesboro TN 37130.

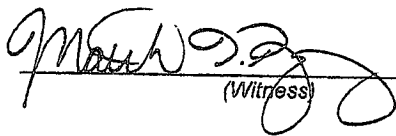
as Obligor, hereinafter called the Obligor, in the sum of Five Percent of amount bid

Dollars(\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

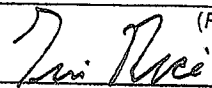
WHEREAS, the Principal has submitted a bid for Civic Plaza - ADA Renovations.

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20<sup>th</sup> day of March, 2018.

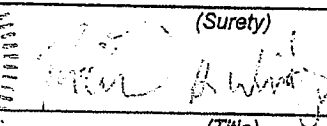
  
(Witness)

Rice Construction Co., LLC

  
(Principal) (Seal)  
(Title)

Tim Rice

SurTec Insurance Company

  
(Surety) (Seal)  
(Title)

Richard H. Whitley, Attorney-in-Fact



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2018

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

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

<b>PRODUCER</b> McDaniel-Whitley, Inc. P.O. Box 382007  Memphis TN 38183-2007		<b>CONTACT NAME:</b> Tammy Quinn <b>PHONE (A/C No. Ext.):</b> (901) 881-6464 <b>FAX (A/C No.):</b> (901) 881-6467 <b>E-MAIL ADDRESS:</b> tquinn@mcwias.com	
<b>INSURED</b> Rice Construction 385 Sanford Rd  Covington TN 38019		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Builders Mutual Insurance Group INSURER B: Builders Premier Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 17-18 Master 18-19 WC

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPA000457803	7/15/2017	7/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		FCA001606802	7/15/2017	7/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10,000		MUB000152602	7/15/2017	7/15/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCP103715703	1/5/2018	1/5/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	INSTALLATION/BLDRS RISK		CPA000457803	7/15/2017	7/15/2018	ANY ONE PROJECT 60,000 DEDUCTIBLE 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

tbradley@murfreesborotn.go

City of Murfreesboro  
Building & Codes Dept  
111 West Vine St, 2nd Floor  
P O Box 1139  
Murfreesboro, TN 37133-1139

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

AUTHORIZED REPRESENTATIVE

R Whitley/QUINN

# State of Tennessee

3390720847306

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

RICE CONSTRUCTION CO., LLC

*This is to certify that all requirements of the State of Tennessee have been met.*

ID NUMBER: 22309

LIC STATUS: ACTIVE

EXPIRATION DATE: November 30, 2019

AGLM \$500,000.00; BC ; HRA-A



IN-1313

DEPARTMENT OF  
COMMERCE AND INSURANCE