

MURFREESBORO CITY COUNCIL
AGENDA

February 4, 2016

7:00 p.m.

City Council Chambers

PRAYER

MR. EDDIE SMOTHERMAN

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Consent Agenda

1. A. Consider recommendations of the Interim Chief of Police: Payment of annual Prisoner Processing Agreement with R.C.S.O.
- B. Consider recommendations of the Facilities Maintenance Superintendent:
 - a. Professional service proposal for Engineering Design, Bidding and Construction Phase Services for the former Public Works/Solid Waste Building at 629 West Main Street.
 - b. Award of construction contract for renovations of the former Public Works/Solid Waste Building at 629 West Main Street.
- C. City Recorder/Finance Director: Acknowledgement of receipt of City Manager's approved Budget Amendment for Fiscal Year 2016.
- D. Consider recommendations of the Water & Sewer Board:
 - a. Coleman Farm Maintenance Building construction project: Change Order #2.
 - b. Contingency Allowance Allocations for Sinking Creek WWTP Phase 4D.
 - c. Sealed Bids for Construction Piping Materials.
 - d. Agreement Extension No. 1, January 28, 2016 to January 28, 2017, MWSD Water/Wastewater System Mechanical/Electrical Services Contract.
 - e. NW Broad Street Pump Station Replacements: Miscellaneous Allowance and Change Order #2.
 - f. Request to purchase vehicles.
- E. Consider recommendation of Parks and Recreation Director: Adams Tennis Complex Change Order #3.
- F. Consider recommendations of City Recorder: Request approval to add an Administrative Support Specialist position in Finance/Tax Department.
- G. Consider recommendations of Airport Manager:
 - a. Approval of Amendment 2 for Runway Extension and Lighting Improvement Grant.
 - b. Approval of Tennessee Aeronautics Grant for Approach Clearing and Lighting.
- H. Recommendations of City Manager to approve Emergency Purchase of Salt and an Emergency Contract Amendment for Kronos.
- I. Request to hang banner across East Main Street:
 - a. Read to Succeed (Unplug & Read), January 31-February 10, 2017.
 - b. Girl Scouts of Middle Tennessee (Recruitment Event): August 12-22, 2016.

Minutes

2. A. January 7, 2016 - Regular Meeting.
- B. January 14, 2016 - Special Meeting.
- C. January 14, 2016 - Regular Meeting.

Third Readings

3. Consider for passage on third and final reading ORDINANCE 15-OZ-65 to zone an area located along Blackman Road to Highway Commercial (CH) District and Commercial Fringe (CF) District; Benjamin Sikes & Thomas Meadow, applicants [2015-427].
4. Consider for passage on third and final reading ORDINANCE 15-OZ-68 to amend the conditions applicable to approximately 91.5 acres in the Planned Residential Development (PRD) District located along Veterans Parkway (Sheffield Park PRD); Beazer Homes, applicant [2015-426].
5. Consider for passage on third and final reading ORDINANCE 15-OZ-69 to rezone approximately 3.9 acres along Otter Trail from Residential Zero Lot-Line (RZ) District to Residential Multi-Family Sixteen (RM-16) District (approximately 2.1 acres) and from Residential Multi-Family Sixteen District to Residential Zero Lot-Line (RZ) District (approximately 1.8 acres); Swanson Development, applicant [2015-428].
6. Consider for passage on third and final reading ORDINANCE 15-OZ-70 to amend the conditions applicable to approximately 22.5 acres in the Planned Residential Development (PRD) District located east of Cason Lane (Three Rivers PRD) as indicated on the attached map; Green Trails, LLC, applicant.

MURFREESBORO CITY COUNCIL
A G E N D A

February 4, 2016

(Continued)

New Business

7. Consider letter of recommendations from the City Engineer:
 - A. Change Order for the Veterans Parkway Phase 2B - Barfield Road to St. Andrews Drive.
 - B. Contract for the Design of John Rice Boulevard - Old Fort Parkway to Gresham Lane.
 - C. Construction Contract for Maple Street Alley Reconstruction.
8. Consider letter of recommendations of Fire & Rescue Chief: Approval to purchase Network, Video Conferencing and telephone System Equipment and Services.
9. Consider recommendations of City Manager: Professional Services Agreement to assist with legislative issues.

Beer Permits

Board & Commission Appointments

10. A. Gateway Commission: Reappoint Mr. Rick Sain, Mr. Tim Tipps and Mr. Harold Yokley.
 - B. Board of Gas Examiners: Reappoint Mr. Joseph C. Duncan, II and Mr. Bart Ring.
 - C. Risk Management Committee: Reappoint Mr. Lee Moss.

Payment of Statements

Other Business from Staff or City Council

Adjourn

Police Department
MICHAEL BOWEN
Interim Chief of Police
(615) 849-2673
mbowen@murfreesborotn.gov



January 22, 2016

Honorable Mayor and Members of City Council:

CONSENT AGENDA

RE: A.: Payment of Annual Prisoner Processing Agreement with R.C.S.O.

ITEM A: Payment of Annual Prisoner Processing Agreement with R.C.S.O.

As an item for the consent agenda at the next scheduled Council meeting, it is the recommendation of the Interim Chief of Police that City Council approve the payment of the annual prisoner processing agreement with the Rutherford County Sheriff's Department.

Background

Purpose:

This agreement satisfies the requirements set forth in Tennessee Code Annotated (T.C.A.) sections 8-4-115 C(1), 8-8-201 (35) and 38-3-122 for all custodial arrests made by the Murfreesboro Police Department. The effective date of these requirements was July 1, 1998 and includes civil and criminal penalties for Sheriffs and Police Chiefs whose agencies are non-compliant after July 1, 1999. This payment is for the period beginning October 29, 2015 and ending October 28, 2016.

Fiscal Impact

The funding will come out of the 2015-2016 Police Department Budget, Miscellaneous Expense, Line 74 (Printrak – Annual Agreement).

Recommendation

It is recommended that City Council approve the payment (\$25,000.00) of the annual prisoner processing agreement to the Rutherford County Sheriff's Department.

**Honorable Mayor and Members of City Council
Consent Agenda Request
January 22, 2016**

Attachments

1. Invoice

Michael M. Bowen
Interim Chief of Police

C: Assistant Chief Eric Cook

RUTHERFORD COUNTY SHERIFF'S OFFICE
940 NEW SALEM HWY.
MURFREESBORO, TENN. 37129

Murfreesboro Police Dept.
302 South Church St.
Murfreesboro, Tenn. 37130

Date: January 4, 2016
Invoice Amount: \$25,000.00

10-29-15/10-29-16 Fingerprint Agreement between Murfreesboro Police
Dept. and Rutherford County Sheriff's Office.



... creating a better quality of life.

February 4, 2016

Honorable Mayor and Members of City Council:

Consent Agenda

- Re: (1) Griggs & Maloney Proposal for Engineering Design, Bidding, and Construction Phase Services for (Former) City of Murfreesboro Public Works/Solid Waste Building located at 629 West Main St.**
- (2) Griggs & Maloney Award Recommendation for the (Former) City of Murfreesboro Public Works/Solid Waste Building Interior and Exterior Renovations.**
-

As an item for the consent agenda on February 4, 2016, it is recommended that the City Council approve the attached Griggs and Maloney Professional Services Proposal and Building Renovation Contract Award Recommendation.

Background

The Street Division received approval to revamp the former Public Works/Solid Waste Building on West Main Street as part of the 2013 Capital Improvement Plan. The re-roof of the structure was completed June 2015 by Wayne Belt Contracting, LLC under a separate contract. With roof replacement complete, the next phase is the building interior and exterior renovations so that the building can be put back into service. Intentions are to use the newly renovated building as a City Training Facility and new location for the Information Technology & Sign personnel.

1. Renovation Bids

The renovation project includes removal and replacement of antiquated electrical, lighting and HVAC systems. Replacement of deteriorated existing aluminum storefront entry, modification and replacement of existing exterior doors and windows, and new flooring, paint and grid ceiling installation in the office spaces. On January 13, 2016, bids were opened for the referenced project. The bids ranged from a high of \$356,400 to the apparent low bid from Boyce Ballard Construction, LLC in the amount of \$238,800. Staff and Griggs & Maloney recommend award of the contract to the low bidder, Boyce Ballard Construction in the amount of \$238,800.

Construction Management

During construction, Griggs and Maloney will review the work performed, hold progress meetings and process pay applications for a not-to-exceed amount of \$44,150. G&M will perform the work on a time and expense basis in accordance with the attached Billing Rates and Standard Terms and Conditions previously agreed to by G&M and the City.

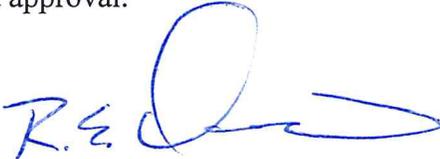
Fiscal Impact

Fee for professional services and cost of construction to be funded through Other Buildings – 2010 TML. The TML has a balance of \$450,176 and the total of the construction project and architectural services is estimated to be approximately \$282,950.

Recommendation

Staff recommends approval of Griggs & Maloney Professional Services Proposal and Renovation Construction Contract award to Boyce Ballard Construction, LLC subject to Legal Department approval.

Sincerely,



Ron Dennis
Facilities Maintenance Superintendent



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

January 20, 2016

Mr. Ron Dennis
City of Murfreesboro
P.O. Box 1139
Murfreesboro, Tennessee 37133-1139

**RE: PROPOSAL FOR PLANNING, DESIGN, AND CONSTRUCTION ASSISTANCE
FORMER PUBLIC WORKS BUILDING INTERIOR AND EXTERIOR RENOVATION**

Dear Mr. Dennis:

Griggs & Maloney, Inc. (G&M) is pleased to present this proposal to assist the City of Murfreesboro (City) in planning and developing of bid documents for the interior renovation of the former Public Works Building located at 630 West Main Street. Bidding phase assistance, coordination between the contractor and various city departments, and construction phase assistance have also been included as scope of work items within this proposal.

Planning & Design \$24,200.00

G&M and its subconsultants have conducted a building walkthrough with City personnel to assist with the planning of the renovation and understanding the building’s intended use by the City. The project design will consist of architectural plans to renovate the interior and south, front entrance and mechanical and electrical upgrades. During the planning and design phase G&M will develop a cost estimate and project schedule as requested to assist the City in planning and budgeting of the improvements. G&M will provide plans and specifications and coordinate with the City’s legal and purchasing departments for contract review prior to the project being released for bid.

Repackaging of Bid Documents to Purchasing Department Format \$2,500.00

G&M, at the direction of the Purchasing Director, revised the Bid Documents from the EJCDC standard format to accommodate changes in format and organization.

Bidding Phase Assistance \$5,450.00

G&M will provide bidding phase assistance to the City. Bid assistance includes assisting the City advertise for bids, answering questions during the bidding period, opening bids, and bid tabulation.

Construction Phase Assistance \$12,000.00

Construction phase assistance includes assistance answering questions during construction, conducting site inspections, preconstruction and construction progress meetings, and reviewing and processing pay applications from the Contractor. Construction is anticipated to have duration of

approximately 120 days from date the Notice to Proceed is issued to substantial completion of the work.

Project Cost

G&M proposes to perform the planning & design and bidding phase assistance and construction phase assistance described above for a not-to-exceed amount of \$44,150.00. Mechanical, electrical, and architectural support will be needed, and as such are included in the proposal cost. If additional services are required, authorization from the City will be requested by G&M. G&M proposes to perform work on a time and expense basis. No permit or advertising fees are included with this proposal. All work will be performed in accordance with the attached Billing Rates and Standard Terms and Conditions previously agreed to by G&M and the City.

To accept the conditions of this proposal please sign below and return a copy to us as our authorization to proceed. If you have any questions regarding the proposal, please call me at (615) 895-8221.

Sincerely,
GRIGGS & MALONEY, INC.



Ryan W. Maloney, P.E.
Vice President

ACCEPTED BY:

ACCEPTED BY CITY OF MURFREESBORO

Shane McFarland, Mayor

Date

APPROVED AS TO FORM

David Ives, City Attorney

Date

GRIGGS & MALONEY, INC. STANDARD TERMS AND CONDITIONS

1. ACCESS TO THE SITE/JOB SITE SAFETY

Unless otherwise stated, Griggs & Maloney, Inc., hereinafter referred to as the CONSULTANT, will have access to the site for activities necessary for performance of the services. The CONSULTANT will take precautions to minimize damage resulting from these activities, but has not included in the project fee the cost of restoration of any resulting damage.

The CONSULTANT has not been retained or compensated to provide services relating to the CONTRACTOR's safety precautions or means, methods, techniques, sequences or procedures for the CONTRACTOR to perform his work. The CLIENT understands that the CONSULTANT is not responsible, in any way, for the means, methods, techniques, sequences, procedures, scheduling, or for job site safety, and will not be responsible for any losses or injuries that occur at the Project site.

2. INSURANCE

The CONSULTANT shall secure and endeavor to maintain such insurance including general liability and errors and omissions insurance in the amount of \$1,000,000 as will protect the CLIENT from claims of negligence, bodily injury, death, or property damage that may arise out of the performance of the CONSULTANT's services under this agreement.

3. TERMINATION OF SERVICES:

This Agreement may be terminated by the CLIENT or by the CONSULTANT upon not less than seven days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating termination. If this Agreement is terminated by the CLIENT, the CONSULTANT shall be paid for services performed to the termination notice date, including reimbursable expenses.

4. REIMBURSABLE EXPENSES:

Reimbursable expenses include actual expenditures made by the CONSULTANT, his employees, or his SUB-CONSULTANTS on behalf of the Project. Reimbursable expenses include, but are not necessarily limited to, the following: (a) expenses of transportation and living when traveling in connection with the Project: long distance communications; overnight mail; and fees paid for testing and/or securing approval of authorities having jurisdiction over the Project; (b) expenses of printing, reproduction, postage and handling of drawings and specifications, including duplicate sets at the completion of each phase of the Project for the CLIENT's review and approval; and (c) expenses related to SUB-CONSULTANTS and specialists when authorized by the CLIENT. Reimbursable expenses shall be billed as cost plus 10% incurred by the CONSULTANT.

5. DISPUTES RESOLUTION:

All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

6. OWNERSHIP OF DOCUMENTS:

It is understood by and between the parties to this agreement that all drawings, specifications, reports and other work products of the CONSULTANT for this Project shall remain the property of the CONSULTANT and are instruments of the service for this Project only and shall apply to this particular Project and any reuse of the instruments of service of the CONSULTANT by the CLIENT for any extensions of the PROJECT or for any other project without the written permission of the CONSULTANT shall be at the CLIENT's sole risk, and the CLIENT agrees to defend, indemnify and hold harmless the CONSULTANT from all claims, damages and expenses, including attorney's fees, arising out of any unauthorized reuse of the CONSULTANT's instruments of service by the CLIENT or by others acting through or on behalf of the CLIENT to the extent permitted by law. Any reuse or adoption of the CONSULTANT's instruments of service on other projects shall entitle the CONSULTANT to additional compensation in an amount to be agreed upon by the CLIENT and the CONSULTANT.

7. GOVERNING LAW:

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the State of Tennessee. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be constructed by the other party as a waiver of a subsequent breach of the same by the other party.

8. PAYMENT TO THE CONSULTANT:

If the CLIENT fails to make payment due to the CONSULTANT, the CONSULTANT may, after giving seven days written notice to the CLIENT, suspend services under this Agreement and retain all work products deliverable to the CLIENT until full payment. The project completion date shall be automatically extended by the number of days services are suspended.

No deductions shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payment(s) to CONTRACTORS.

9. CLIENT RESPONSIBILITIES:

The CLIENT shall designate a person to act with authority on his behalf in respect to all aspects of the Project, shall examine and respond promptly to CONSULTANTS submissions, and shall give prompt written notice to the CONSULTANT whenever he observes or otherwise becomes aware of any defect in or problem with the Project.

The CLIENT shall also provide to the CONSULTANT all criteria and full information as to his requirements for the Project, and shall:

- Provide the CONSULTANT with escorts and means of access to all areas of the Project; this being necessary for the orderly progress of the work, the CONSULTANT shall be entitled to rely upon the efficiency and completeness thereof.
- Compensate the CONSULTANT for services rendered under this Agreement and pay all costs incidental to CLIENT furnished items.
- The CONSULTANT may justifiably rely upon information supplied by the CLIENT without the need for additional verification by the CONSULTANT.
- Provide such legal, accounting, and insurance counseling services as may be required for the Project.
- Guarantee access to and make all independent cost estimating, and insurance counseling services as may be required for the Project.

10. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated Agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

The CONSULTANT intends to render services under the terms of this Agreement in accordance with generally accepted professional practices consistent with the intended use of the Project and makes no warranty either expressed or implied.

Any *opinion of construction* cost prepared by the CONSULTANT represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such opinions as compared to CONTRACTOR bids or actual cost to the CLIENT.

11. CHANGES IN THE SCOPE OF SERVICES:

The CLIENT may request changes in the *Scope of Services* of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT shall be incorporated into this Agreement by written amendment.

Any changes made to construction documents by the CLIENT, or by the CLIENT's representative's, are strictly prohibited without the knowledge and written consent of the CONSULTANT. The CONSULTANT shall be released from any liability resulting from damages, injuries, and or death from the unauthorized alteration of construction documents.

12. EXISTING AND/OR HIDDEN CONDITIONS:

A condition is hidden if it is concealed by existing finishes or features or if it cannot be investigated by reasonable visual observation. If the CONSULTANT has reason to believe that such a condition may exist, the CONSULTANT will notify the CLIENT who then shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) the CONSULTANT has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and the CONSULTANT shall not be responsible for the existing condition nor any resulting damages to persons or property. Further, the CONSULTANT will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the CONSULTANT cannot reasonably ascertain.

13. STANDARD OF CARE

Services provided by the Design Professional under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of the same services set forth herein by third parties and from any and all claims arising from modifications, clarification, interpretations, adjustments or changes not approved by CONSULTANT that are made to the Contract Documents by Client or third party to reflect changed field or other conditions, except for claims arising from the negligence or willful misconduct of the CONSULTANT.

14. DESIGN WITHOUT CONSTRUCTION SERVICES

It is understood and agreed that the CONSULTANT's Basic Services under this Agreement do not include project observation or review of the CONTRACTOR's performance or any other construction phase services, and that such services will be provided by the CLIENT or by another party selected at the sole discretion of the CLIENT. Further, the CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and/or supervision and waives any claims against the CONSULTANT that may be in any way connected thereto.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of services under this contract by other persons or entities and from any and all claims arising from modifications, clarification, interpretations, adjustments or changes made to the Contract Documents to reflect changes field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

If the CLIENT requests in writing that the CONSULTANT provide any specific construction phase service and if the CONSULTANT agrees in writing to provide such services, then the CONSULTANT shall be compensated for ADDITIONAL Services as provided in the Agreement.

END OF STANDARD TERMS AND CONDITIONS

**ATTACHMENT A
GRIGGS & MALONEY, INC.
STANDARD RATES**

January 2016

	<u>Per Hour Rate</u>
Principal	\$180.00 – \$200.00
Senior Project Manager	\$135.00 – \$160.00
Senior Engineer	\$135.00 – \$160.00
Project Engineer	\$135.00 – \$160.00
Engineer II	\$100.00 – \$120.00
Engineer I	\$85.00 – \$110.00
Sr. Environmental Scientist/Biologist	\$135.00 – \$160.00
Environmental Scientist/Biologist	\$90.00 – \$110.00
Sr. Geologist	\$90.00 – \$110.00
Environmental Specialist	\$50.00 – \$70.00
Drafting/CADD Operator	\$70.00 – \$80.00
Technician	\$50.00 – \$60.00
Clerical	\$45.00 – \$60.00
Administrative	\$110.00 – \$120.00
Resident Representative	\$40.00 – \$60.00

ADDITIONAL CHARGES

Mileage	\$0.58 per mile
Per Diem	
Breakfast	\$7.00 per day
Lunch	\$11.00 per day
Dinner	\$23.00 per day
Lodging	\$115.00 per day
Direct Costs/Subcontractor Costs	Cost plus 15%
Copies (8.5"x11")	\$0.10 per copy
Printing: 24"x36" – Black & White	\$0.90 each
Printing: 24"x36" – Color	\$18.00 each
Printing 24"x36" Aerial – Gray	\$12.00 each

GRIGGS & MALONEY
I N C O R P O R A T E D

Engineering & Environmental Consulting

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

January 18, 2016

Mr. Ron Dennis
City of Murfreesboro
111 West Vine Street, 1st Floor
P.O. Box 1139
Murfreesboro, Tennessee 37133-1139

**RE: FORMER CITY OF MURFREESBORO, TENNESSEE PUBLIC WORKS BUILDING INTERIOR & EXTERIOR RENOVATION
RECOMMENDATION FOR AWARD
G&M FILE #226-129**

Dear Ron:

On January 13, 2016 at 2:00 P.M., bids were opened for the above referenced project. Six bids were received and subsequently opened and read aloud in the City's Council Chambers. The bid tabulation and attendance record are enclosed. The bids ranged from a high of \$356,400 to the apparent low, responsive bid from Boyce Ballard Construction, LLC of Murfreesboro, Tennessee in the amount of \$238,800.

Please find enclosed the printout of the license information for this Bidder. The Contractor's license appears to be active and in order. Based on these items, we recommend award of the Contract for the lump sum bid in the amount of \$238,800 to the apparent low bidder, Boyce Ballard Construction, LLC. The Notice of Award Form is also attached. Please sign and return it to me if this award recommendation is acceptable to the City.

If you have any questions or concerns concerning this project, please do not hesitate to contact me at (615) 895-8221.

Sincerely,
GRIGGS & MALONEY, INC.



Ryan Maloney, P.E.

Encl: Bid Tabulation
Contractor License Information
Notice of Award

**PUBLIC WORKS BUILDING RENOVATION
MURFREESBORO, TENNESSEE
GRIGGS AND MALONEY PROJECT NO.: 226-129
BID DATE: JANUARY 13, 2016 AT 2:00 P.M. CST**

Contractor's Name & Address	Total Lump Sum Bid
Boyce Ballard Construction, LLC 10-B Public Square North Murfreesboro, Tennessee 37130 steve@boyceballard.com (615) 617-3812	\$238,800.00
KCS Construction, LLC P.O. Box 1939 Columbia, Tennessee 38402 leef@kcsllc.com (931) 490-9782	\$272,500.00
Romach, Inc. P.O. Box 489 Franklin, Tennessee 37065 dpope@romachconst.com (615) 794-8228	\$317,800.00
Impulse, Inc. 8909 Couchville Pike Mount Juliet, Tennessee 37122 bhouse@impulse-inc.com (615) 355-6133	\$332,000.00
Baron Construction 652 Old Ezell Road Nashville, Tennessee 37217 jgregory@baronconstructionllc.com (615) 690-7770	\$352,742.00
Taheri Construction, LLC 3015 Coral Bell Lane Franklin, Tennessee 37067 dary@tahericonstruction.com (615) 934-2942	\$356,400.00

I certify this Bid Tabulation to be an accurate and complete summary of the Bids received 01/13/2016 at 2:00 PM CST.



Ryan Maloney, P.E., Griggs & Maloney, Inc.

1/15/2016

Date

License Search and Verification

After you submit the search form, your results will appear below the form in this window (the form will remain for your reuse)...if you cannot see the results below, please scroll further down the search form.

[<< Click Here To Go Back To The Search Page](#)

License Details

License Status	Active - Fully Licensed
License #	67828
License ID	67828
Expiration Date	May 31 2016
Original Date	May 23 2014
Profession Code	1801
Profession Name	Contractor
First Name	\
Middle Name	\
Last Name	BOYCE BALLARD CONSTRUCTION, LLC
City	MURFREESBORO
State	TN
Zip Code	37128
Rank	Contractor
License Activity Description	Active - Fully Licensed

Classification and Limit

CLASS	BC
MONETARY LIMIT	UNLIMITED

SECTION 00510

NOTICE OF AWARD

Date of Issuance: _____
Owner: City of Murfreesboro Owner's Contract No.:
Engineer: Griggs & Maloney, Inc. Engineer's Project No.: 226-129
Project: Former Public Works Building Interior and Exterior Renovations
Bidder: Boyce Ballard Construction, LLC
Bidder's Address: 10-B Public Square North
Murfreesboro, Tennessee 37130

TO BIDDER:

You are notified that Owner has accepted your Bid dated January 13, 2016 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the: Former Public Works Building Interior and Exterior Renovations.

The Contract Price of the awarded Contract is: \$238,800.00 based on the bid submitted on January 13, 2016.

- [3] unexecuted counterparts of the Agreement accompany this Notice of Award, and three copies of the Contract Documents (except Drawings) accompany this Notice of Award.
- [3] sets of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s), the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6, and Supplementary Conditions.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: _____
Authorized Signature

By: _____

Title: _____

Copy: Engineer

END OF SECTION 00510



... creating a better quality of life

CONSENT AGENDA

January 28, 2016

Honorable Mayor and Members of City Council:

RE: Fiscal Year 2016 Budget Amendment

Attached you will find a budget transfer as approved by the City Manager on January 14, 2016.

This is a transfer within the General Fund, for the Fire & Rescue Department, and is moving funds from the Salary and Benefits roll up category to the Fixed Assets roll up category (see attachment for detailed line item). This transfer will have no effect on Fund Balance.

This is being placed on Consent Agenda as a proof of notification to Council as required by Ordinance 15-O-48.


Melissa B. Wright
City Recorder, Finance Director

Finance and Tax Administration

111 West Vine Street * P. O. Box 1139 * Murfreesboro, Tennessee 37133-1139 * Phone 615 893 5210 * Fax 615 848 3247
TDD 615 849 2689 www.murfreesborotn.gov



... creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Lyons,

Submitted for your approval, per Ordinance 15-O-48, is the following budget amendment requesting a transfer within the same fund.

Budget Fiscal Year: 2016

Move funds from:

Org 10211007
 Object 511100
 Acct Name Salary - Full-time - Regular
 Amount \$ 28,614.00

Move funds to:

Org 10211009
 Object 593000
 Acct Name Improvements Other Bdgs Exp

Explanation: MFRD allocated \$47,000 in the FY16 budget to remodel the Headquarters locker room and restroom. \$38,000 was also allocated to replace the roof at Fire Station 5. Estimated cost for the HQ remodel including the architect's fee is \$111,364. MFRD is proposing to patch the roof at Fire Station 5 for \$2,250 and use the remaining \$35,750 towards the HQs remodel. MFRD would like to transfer the remaining \$28,614 from salary savings. MFRD will budget the replacement of the roof on Fire Station 5 in FY17.

Mala Falls
 Department Head Signature

1/4/15
 Date

Ana Maria Stovall
 Reviewed by Finance

1-13-16
 Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u> City Manager
Declined	<input type="checkbox"/>	<u>1-14-16</u> Date

Please return to Ana Maria Stovall, Finance & Tax Dept., once all signatures have been obtained.



... creating a better quality of life

CONSENT AGENDA

January 20, 2016

Honorable Mayor and Members of the City Council:

RE: Water and Sewer Board Recommendations to the City for the Council Consent Agenda from the Board Meeting held January 19, 2016

**A. Coleman Farm Maintenance Building
Change Order # 2**

Background

The Coleman Farm maintenance building and O&M equipment storage addition construction project started in May. Trinity Builders was awarded the contract in a base bid amount of \$294,800. Change Order # 1 requested a modification to the project by adding a 15'-2" by 12'-0" electrically operated door on the maintenance building at being constructed at the Coleman Farm. This added \$3,022.95 to the contract, for a revised contract amount of \$297,822.95.

Change Order # 2 is to account for some added wood blocking necessary for the installation of the overhead door and some additional concrete apron to accommodate this door. These costs add \$1,452.15 to the contract amount. There is also an additional request for fifty (50) calendar days to the contract as a result of challenges getting the building permit issued. Johnson and Bailey did not submit the plans prior to the bid, so the Building and Codes Department had not reviewed the plans prior to bidding the project.

Concurrences

The Water and Sewer Board recommended approval at its meeting of January 19, 2016.

Recommendation

It is recommended that City Council approve Change Order # 2 with Trinity Builders, Inc. adjusting the total contract price to \$299,275.10 for the referenced project and adding an additional fifty (50) days to the contract times.

Fiscal Impact

The total cost of the project was funded with working capital reserve and the additional cost of \$1,452.15 is recommended to come from working capital reserves.

Water and Sewer Department

300 NW Broad Street * P.O. Box 1477 * Murfreesboro, TN 37133-1477 * Office: 615 890 0862 * Fax: 615 896 4259
TTY 615 848 3214 * www.murfreesborotn.gov

Attachments

Johnson & Bailey Architects letter of recommendation
Equipment Storage Structures & Coleman Farm Maintenance Shop Change Order # 2

B. Contingency Allowance Allocations for Sinking Creek WWTP Phase 4D

Background

The Department received bids for the Sinking Creek Plant Expansion – Phase 4D on January 8, 2015. At that meeting the Board approved to award the project to 3D Enterprises the contract in the amount of \$30,472,000. As part of the referenced project, Item #4 within Schedule C of the Construction Contract is a contingency allowance of \$500,000.

The attached change control log which identifies the recent allowance allocation issued through field work change directives. Note that these work change directives do not change the contract price, only adjust the remaining balance of the contingency allowance. The final contract price will be adjusted accordingly in a future change order or a final balancing change order at the end of the project.

The following table is provided to update the Board on the current field work change directives and the remaining contingency allowances.

Project	Contingency Allowance	Prior Contingency Allocations	Current Contingency Allocations	Remaining Contingency Allowance
Phase 4D Expansion	\$500,000	\$(23,600.00)**	\$ 135,596 *	\$388,004.00

*CCF # – 5-Rev. & 8 (Current)

**CCF #'s (1 Rev. 2, 2, 6, 7 & 9 previously approved)(cumulative)

Concurrences

The Water and Sewer Board recommended approval at its meeting of January 19, 2016.

Recommendation

It is recommended that City Council authorize the referenced contingency allocation for the Phase 4D Expansion. A final contract amount accounting for all contingency items will be brought to the Board and City Council for approval in a final balancing change order.

Fiscal Impact

There is no fiscal impact at this time to the Department's State Revolving Fund (SRF) loan, as the contingency allowance has been approved within the contract and the contract amount remains unaffected.

Attachments

SSR Recommendation Letter & Change Control Log

C. Sealed Bids for Construction Piping Materials

Background

The Legal and Purchasing Departments instructed Water and Sewer Operations and Maintenance (O&M) to request sealed bids for piping materials necessary for in-house construction projects. The reason for this new purchasing requirement is due to Tennessee state law and City Code requiring contracts or City Council approval for money spent on a specific vendor that exceeds \$25,000 annually. With the volume of materials required for O&M construction operations throughout the year, that amount is typically exceeded on several pipe supply vendors. The tables below show the bid results for piping materials necessary for upcoming projects.

Project Name: Farrar St.			
Company	Water	Sewer	Total
Hayes Pipe	\$18,510.00	\$5,640.00	\$24,150.00
HD Supply	\$18,907.34	\$5,349.06	\$24,256.40
Fortiline			\$24,462.41
GC Supply	\$19,228.38	\$5,789.86	\$25,018.24
Southern Pipe	\$24,584.13	\$5,682.00	\$30,266.13
Consolidated	\$23,209.62	\$7,718.00	\$30,927.62

Project: Murfree Ave.	
Company	Water
Hayes Pipe	\$11,346.30
Southern Pipe	\$11,616.55
HD Supply	\$11,647.69
GC Supply	\$12,087.21
Consolidated	No Bid
Fortiline	No bid

Project: Grantland Ave.	
Company	Water
Hayes Pipe	\$32,568.80
HD Supply	\$35,198.94
Southern Pipe	\$35,572.61
GC Supply	\$37,480.84

In the past, O&M would solicit materials in allotments not to exceed \$10,000 per quote, but could exceed \$25,000 in aggregate over a year's time. Stone and precast concrete manholes are purchased through standing annual contracts previously approved by the Board and Council. The current contract for stone is with Hoover, Inc. and the current contract for precast concrete manholes is with Sherman Dixie.

Concurrences

The Water and Sewer Board recommended approval at its meeting of January 19, 2016.

Recommendation

It is recommended that City Council approve purchasing all piping materials for the projects identified above from the low bidder, Hayes Pipe Supply, Inc.

Fiscal Impact

The overall costs associated with piping material bids for the referenced projects are \$68,065.10. Funds are available per the O&M construction operations accounts tabulated below as approved by the Water and Sewer Board and City Council in the 2015-2016 (FY16) budget.

**FY16 APPROVED MWSD O&M CONSTRUCTION
ACCOUNTS**

Description	TOTAL AMOUNT
CAPITAL ACCOUNTS	
Meters	\$100,000
Water Taps	\$200,000
Sewer Taps	\$100,000
Repurified water taps	\$10,000
Fire Hydrants	\$25,000
Water Lines	\$425,000
Sewer Lines	\$350,000
OPERATING ACCOUNTS	
Materials Pipe (Trans/Dist) Lines	\$23,000
Paving Material (Water)	\$32,000
Pipe & Materials Private Laterals	\$7,000
Materials Pipe Sewer Rehab	\$41,000
Paving Materials (Sewer)	\$56,000

Attachments

Hayes Pipe Supply, Inc. Itemized Water and Sewer Materials Bid
Project Exhibits

**D. Agreement Extension No. 1, January 28, 2016 to January 28, 2017
MWSD Water/Wastewater System Mechanical/Electrical Services Contract**

Background

Staff accepted bids on December 18, 2014 for two (2) base-bid task orders along with supplemental unit prices for outside labor and equipment services. The bid was awarded to John Bouchard and Sons Co (JB&S), and the agreement was executed on January 28, 2015. The agreement allowed for the provision of extending the supplemental unit prices an additional two (2), twelve (12) month terms. Staff is requesting approval from the Board to extend the agreement with JB&S an additional twelve (12) months to January 28, 2017.

The following table identifies the task orders entered into with J&B. Task orders 15-01 and 15-02 were the basis for awarding the bid. Task Orders 15-03 through 15-08 are task orders using the supplemental unit pricing provided by JB&S over the 2015 calendar year. Needless to say, staff has been extremely satisfied with JB&S. A lot of work has been accomplished that would typically put great stress on MWSD's maintenance staff, and typically be delayed due to lack of resources.

John Bouchard Water/Wastewater System Mechanical/Electrical Services Summary

Task Order #	Contractor	Total Cost	Spent to Date
15-01	SRWTP Raw Water Pump Replacements	\$431,873.00	\$205,711.00
15-02	SCTP Repurified Water Pump VFD Repl	\$45,211.00	\$45,211.00
15-03	Rebuild SRWTP #1 Raw Water Pump	\$20,452.00	\$20,452.00
15-04	Aid replacing 3 - 8" Plug Valves @ PS #28	\$3,165.00	\$3,165.00
15-05	Perm Generator Connection to PS #14	\$31,488.00	\$0.00
15-06	SCWTP 3-Rotary Biosolids Press Install	TBD	\$0.00
15-07	Aid to install 3-Pumps @ PS #28	\$6,646.00	\$0.00
15-08	Raw Water Traveling Screen Inspection	\$3,273.00	\$0.00
Total		\$542,108.00	\$274,539.00

Concurrences

The Water and Sewer Board recommended approval at its meeting of January 19, 2016.

Recommendation

It is recommended that City Council extend the agreement with John Bouchard & Sons Co. the Water/Wastewater System Mechanical/Electrical Services Contract on and additional twelve (12) month period from January 28, 2016 to January 28, 2017.

Fiscal Impact

A lot of the costs associated with John Bouchard's help can be classified as reactive maintenance due to unforeseen repairs and equipment breakdowns, and will likely be requested as funded from working capital reserves. However, the Department's 5-yr capital improvements plan (attached in the dashboard), does account for \$1.5M in rate funded vehicle and equipment replacement that may fund a portion of the costs associated with JB&S services. Additionally, the largest expected expenditure for JB&S services is in conjunction with the installation of 3-rotary biosolid presses. This project is being designed currently by SSR and the presses approved for purchase through remaining funds in pre-existing State Revolving Fund (SRF) loans. The labor associated with JB&S services will be brought back to the Board for recommendation to the City Council prior engaging them in this work.

Attachments

Agreement Extension #1 between City of Murfreesboro and John Bouchard & Sons Co. for Water/Wastewater Systems Mechanical/Electrical Services Contract
John Bouchard & Sons Co. Water/Wastewater Systems Mechanical/Electrical Services Bid Proposal

E. NW Broad Street Pump Station Replacements Miscellaneous Allowance and Change Order No. 2

Background

At the May 2013 Board meeting, the Board approved the design contract with Civil Infrastructure Associates (CIA) to abandon three (3) existing pump stations along NW Broad Street. They are PS #2, #19, & #20. The Department received bids for the Pump Station Replacements on April 21, 2015 and the project was awarded to J. Cumby Construction, Inc. in the amount of \$976,089.00 at the April 28, 2015 Board meeting.

Included in the original bid form were two (2) Add Alternate Items that were not approved with the original project, but J. Cumby agreed to honor the prices should the Department wish to add them to the contract in the future. At this time, staff requests to add one of the two Add Alternate Items to the contract. This Add Alternate Item is the replacement of the existing 6” sewer force main for \$30.00 per linear foot. The sewer force main was installed with the original International Paper pump station in 1968. Internal investigation of this force main determined that there was severe tuberculation which can affect the performance of the new pump station coming on line. Staff would like approval of adding the replacement of this force main to the scope of the project. The sewer force main is approximately 2730 linear feet and the total add to the contract would be **\$81,900**. The contractor has also requested an additional forty-five (45) days to be added to the contract for this additional work. The attached Change Order #2 reconciles the changes and the addition will bring the contract amount to \$1,057,989.00.

Also, as part of the referenced project, a miscellaneous allowance of \$10,000 was included in the base bid for unforeseen conditions and minor revisions to the current scope of work. Note that these minor revisions and the use of the miscellaneous allowance does not change the contract price, only adjust the remaining balance of the allowance. Attached is a letter of explanation from CIA of the field conditions found last month and the necessary changes.

Project	Contingency Allowance	Prior Contingency Allocations	Current Contingency Allocations	Remaining Contingency Allowance
NW Broad PS Replace	\$10,000	\$3,545.00	\$ 1,160	\$5,295

Field Change #1- 12/04/15 - \$3545

Concurrences

The Water and Sewer Board recommended approval at its meeting of January 19, 2016.

Recommendation

It is recommended that City Council authorize the referenced miscellaneous allowance allocation and approve Change Order # 2. A final contract amount will be brought to the Board and City Council for approval in a final balancing change order.

Fiscal Impact

A total of \$1.5M was committed in the Working Capital Reserves account for FY 2015-2016 for pump station upgrades. The additional costs of \$81,900 to replace the six (6) inch force main on the NW pump station replacements project is covered by this budgeted amount.

Attachments

CIA Recommendation Letter
Change Order # 2

F. Purchase of Vehicles

Background

In MWSD’s 2015–2016 approved budget, staff included line items to purchase additional and replacement vehicles. Staff reviewed the current Tennessee State Vehicle Bid and the Murfreesboro Police Department Bids. The Murfreesboro Bid from Country Ford was lower on all vehicles.

Vehicle Type	Budget Amount	Country Ford
Ford 350 w/Utility Bed	\$50,000	\$52,121
Ford 250 Pickup	\$30,000	\$26,850
Ford 250 Pickup	\$30,000	\$26,850
Ford 250 Pickup	\$30,000	\$26,850
Ford 350 w/Dump Bed	\$60,000	\$32,746
Ford 350 w/Flat Bed	\$39,500	\$27,990
Ford 350 w/Crane	\$65,000	\$54,894
Ford 350 Pickup	\$55,000	\$34,565
Ford 150 Extended Cab	\$25,000	\$24,495

Concurrences

The Water and Sewer Board recommended approval at its meeting of January 19, 2016.

Recommendation

It is recommended that City Council approve purchasing the vehicles from Country Ford (Murfreesboro Bid).

Fiscal Impact

A total of \$384,500 was budgeted for the purchase of these vehicles. The total cost will be \$307,361.

Respectfully submitted,

Darren W. Gore
Director

Attachments



December 16, 2015

Mr. Darren Gore
Murfreesboro Water & Sewer Department
300 Northwest Broad Street
Murfreesboro, TN 37130

Re: Equipment Storage Structures & Farm Maintenance Shop
Murfreesboro Water & Sewer Department
Operations Maintenance Facility and Irrigation Farm
Murfreesboro, Tennessee
J+B No. 1216-P2

Dear Mr. Gore:

Attached you will find Change Order No. 2 for the referenced project which represents changes to the Maintenance Shop at the Irrigation Farm. It has been signed both by the Contractor and Architect.

The first change is for additional wood required for mounting the tracks for the overhead doors. This was brought to the Contractor's attention by the door supplier when he visited the site. This blocking is in addition to that already shown on the drawings.

The second change is to extend the front concrete apron to include the additional overhead door added in Change Order No. 1 and repositioning of the personnel door. The Contractor did not include the cost of the apron extension when he submitted his cost for the additional door.

A time extension is also included to account for the delay the Contractor encounter between the Notice to Proceed that we issued and the date they actually received their building permit. While the Planning Commission approval we received when we first bid this project was still valid, we ended up having to meet with the planning staff and file some additional paperwork. To avoid problems such as this, we often set the date for the Notice to Proceed as the date when the building permit is actually issued. Since we already had approval from the Planning Commission and we had made no significant changes to the documents that we rebid, I did not anticipate this delay when issuing the Notice to Proceed. Please reference the letter from Trinity Builders attached to Change Order No. 2.

We have review the contractor's breakdown and recommend execution of the this Change Order. If you concur, please sign all three (3) copies, return two (2) copies to our office and retain one (1) copy for your records.

If you have any questions or need additional information, please let us know.

Sincerely,

JOHNSON + BAILEY ARCHITECTS P.C.

A handwritten signature in black ink, appearing to read 'James Richard Pettit', written over a horizontal line.

James Richard Pettit, AIA

encl: Charge Order No. 2

Johnson + Bailey Architects P.C.

City Center • Suite 700
100 East Vine Street
Murfreesboro, Tennessee 37130
615 890 4560 • FAX 615 890 4564



CHANGE ORDER

PROJECT: Equipment Storage Structures &
Farm Maintenance Shop
Murfreesboro Water & Sewer Department
Operations Maintenance Facility and
Irrigation Farm
Murfreesboro, Tennessee

CHANGE ORDER NO: Two (2)

DATE: December 16, 2015

CONTRACTOR: Trinity Builders, Inc
1841 Heritage Park Place
Suite 2
Murfreesboro, TN 37129

ARCHITECT'S PROJECT NO: 1216-P2

CONTRACT FOR: Storage & Maintenance
Structures

CONTRACT DATED: May 1, 2015

You are hereby directed to make the following changes in this Contract

DESCRIPTION:

Farm Maintenance Shop - Irrigation Farm

Add wood blocking to facilitate installation of overhead doors
ADD:\$630.00

Extend concrete apron to accommodate overhead door added in Change Order No. 1
ADD:\$822.15

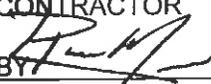
TOTAL:\$1,452.15

Add calendar days to time of completion for building permit delays
ADD:50 Calendar Days

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.
The original Contract Sum was \$294,800.00
Net change by previously authorized Change Orders \$3,022.95
The Contract Sum prior to this Change Order was \$297,822.95
The Contract Sum will be increased by this Change Order \$1,452.15
The new Contract Sum including this Change Order will be \$299,275.10
The Contract Time will be extended by 50 Calendar Days
The Date of Substantial Completion as of the date of this Change Order therefore is January 10, 2016

Johnson + Bailey Architects P.C.
ARCHITECT
BY 
DATE 12/16/15

Trinity Builders, Inc.
CONTRACTOR
BY 
DATE 12.16.15

Murfreesboro Water & Sewer Dept.
OWNER
BY _____
DATE _____



January 8, 2016

Mrs. Valerie Smith
Assistant Director, Murfreesboro Water and Sewer Department
P.O. Box 1477
Murfreesboro, TN 37133-1477

**RE: Sinking Creek WWTP Phase 4D – Expansion
Murfreesboro, TN
Proposed Change Item 7, (CCF No. 8).
CG2 2014-338; SRF 2014-339**

Dear Mrs. Smith:

Attached are four (4) copies of proposed Change Item number 7 including a Summary Log of all proposed changes to date. The following summarizes the change item and provides recommendation for its approval.

Change Item No. 7 was requested by SSR to upgrade the HVAC system in the existing Post Aeration Building along with necessary electrical modifications and recommends that MWSD approve it. The cost increase for the change is \$52,740.00.

If approved, Change Item No. 7 result in reduction to the Construction Contingency Allowance from a total of \$523,600.00 to a total of \$470,860.00. There will be no increase in the contract time as a result of these change items.

As stated, SSR has reviewed these proposed changes and recommend they be approved and the contingency allowance be adjusted accordingly. Note that the total contract price will not be adjusted, only the contingency amount. Please review the enclosures and if acceptable to you, execute and forward one (1) signed copy to me.

If you have any questions, please contact me.

Sincerely,

SMITH SECKMAN REID, INC

A handwritten signature in black ink, appearing to read "M. Fall", is written over the typed name "Marshall Fall, E.I.".

Marshall Fall, E.I.

cc: Darren Gore (w/encl) – MWSD
BDF (wo/encl) – SSR
RBH (wo/encl) – SSR
File (12) (w/encl) – 12-41-019.0



January 14, 2016

Mrs. Valerie Smith
Assistant Director, Murfreesboro Water and Sewer Department
P.O. Box 1477
Murfreesboro, TN 37133-1477

**RE: Sinking Creek WWTP Phase 4D – Expansion
Murfreesboro, TN
Proposed Change Item 8, (CCF No. 5).
CG2 2014-338; SRF 2014-339**

Dear Mrs. Smith:

Attached are four (4) copies of proposed Change Item number 8 including a Summary Log of all proposed changes to date. The following summarizes the change item and provides recommendation for its approval.

Change Item No. 8 was requested by SSR to revise site electric service from overhead power feeds to underground ductbanks. The cost increase for the change is \$82,856.

If approved, Change Item No. 8 result in reduction to the Construction Contingency Allowance from a total of \$470,860.00 to a total of \$388,004.00. There will be no increase in the contract time as a result of this change item.

As stated, SSR has reviewed this proposed change and recommend it be approved and the contingency allowance be adjusted accordingly. Note that the total contract price will not be adjusted, only the contingency amount. Please review the enclosures and if acceptable to you, execute and forward one (1) signed copy to me.

If you have any questions, please contact me.

Sincerely,

SMITH SECKMAN REID, INC.

A handwritten signature in dark ink, appearing to read "Marshall Fall", is written over the typed name.

Marshall Fall, E.I.

cc: Darren Gore (w/encl) – MWSD
BDF (wo/encl) – SSR
RBH (wo/encl) – SSR
File (12) (w/encl) – 12-41-019.0

CHANGE CONTROL LOG

Owner: Murfreesboro Water & Sewer Department
Project Name: Sinking Creek WWTP Phase 4D Expansion
Contract No.: N/A
Engineer: Smith Seckman Reid, Inc.
Contractor: 3D Enterprises Contracting Corporation

Original Contract Amount: \$ 30,472,000.00

Contingency Allowance Amount: \$ 500,000.00

Adjusted Contingency Allowance Amount: \$ 388,004.00

Rejected/Withdrawn
 Under Review
 Approved
 Pending

CCF No.	Change Order No.	Brief Description of Change Item	Status (Under Review/Approved/Rejected)	Date From/To Contractor	Date Submitted to Owner	Date Approved/Rejected by Owner	Add/Deduct (+/-) Amount	Cumulative Add/Deduct Amount	Adjusted Contingency Amount	Adjusted Contract Amount
1	N/A	RFP - Add Headworks paving, irrigation piping and landscaping to Phase 4D scope	Withdrawn	4/15/2015	Withdrawn	Withdrawn	\$ -	\$ -	\$ 500,000.00	\$ 30,472,000.00
1-REV	N/A	RFP - Add Headworks paving partial landscaping to Phase 4D scope	Withdrawn	6/11/2015	Withdrawn	Withdrawn	\$ -	\$ -	\$ 500,000.00	\$ 30,472,000.00
1-REV2	TBD	RFP - Delete landscaping and irrigation	Pending	8/5/2015	Pending	Pending	\$ (25,800.00)	\$ (25,800.00)	\$ 525,800.00	\$ 30,472,000.00
2	2	RFP - Delete diffusers from Post Aeration equipment	Approved	9/1/2015	9/2/2015	9/15/2015	\$ (11,200.00)	\$ (37,000.00)	\$ 511,200.00	\$ 30,446,200.00
3	N/A	FO - Change stairs platform from galv to alum.	Approved	4/23/2015	N/A	N/A	\$ -	\$ (37,000.00)	\$ 511,200.00	\$ 30,446,200.00
4	N/A	RFP - Add signal wiring for Main PS pump discharge valves	Withdrawn	5/28/2015	7/28/2015	8/5/2015	\$ -	\$ (37,000.00)	\$ 511,200.00	\$ 30,420,400.00
5	TBD	RFP - Revise electrical service per MED	Withdrawn	6/18/2015	Withdrawn	Withdrawn	\$ -	\$ (37,000.00)	\$ 511,200.00	\$ 30,394,600.00
5-REV	TBD	RFP - Revise electrical service per MED	Under Review	8/10/2015	Pending	Pending	\$ 82,856.00	\$ 45,856.00	\$ 428,344.00	\$ 30,368,800.00
6	TBD	RFP - Algae Cleaning System attachment arm	Approved	7/20/2015	7/28/2015	9/3/2015	\$ 7,600.00	\$ (29,400.00)	\$ 503,600.00	\$ 30,343,000.00
7	TBD	RFP - Tertiary Filter embed conduit	Approved	7/24/2015	7/28/2015	9/3/2015	\$ 2,500.00	\$ (26,900.00)	\$ 501,100.00	\$ 30,317,200.00
8	TBD	RFP - HVAC upgrade in Post Aeration Control Room	Under Review	9/9/2015	Pending	Pending	\$ 52,740.00	\$ 25,840.00	\$ 448,360.00	\$ 30,291,400.00
9	TBD	RFP - Revise Final Clarifier EDI type	Approved	9/24/2015	10/6/2015	11/5/2015	\$ 3,300.00	\$ 29,140.00	\$ 445,060.00	\$ 30,265,600.00
10	TBD	RFP - Provide sleeves under roadway for future irrigation piping.	Pending	9/1/1939	Pending	Pending	\$ -	\$ 29,140.00	\$ 445,060.00	\$ 30,239,800.00
11	TBD	FO - Electrical changes to MCC and control room layouts	Withdrawn	10/7/2015	Pending	Pending	\$ -	\$ 29,140.00	\$ 445,060.00	\$ 30,214,000.00
11-REV1	TBD	RFP - Various electrical changes	Pending	10/20/2015	Pending	Pending	\$ -	\$ 29,140.00	\$ 445,060.00	\$ 30,188,200.00
12	TBD	RFP - Headworks Facility electrical revisions/clarifications	Pending	10/20/2015	Pending	Pending	\$ -	\$ 29,140.00	\$ 445,060.00	\$ 30,162,400.00
13	TBD	WCD - replacement of existing Filter backwash flow meter	Pending	11/9/2015	Pending	Pending	\$ -	\$ 29,140.00	\$ 445,060.00	\$ 30,136,600.00
14	TBD	RFP - Watertight plate at gate opening for future Ox Ditch	Pending	12/16/2015	Pending	Pending	\$ -	\$ 29,140.00	\$ 445,060.00	\$ 30,110,800.00
Totals							\$ 111,996.00		\$ 388,004.00	\$ 30,472,000.00

- Notes:**
1. CCR - Contractor change request.
 2. CL - Claim.
 3. FO - Field Order.
 4. RFP - Request for proposal.
 5. WCD - Work change directive.



HAYES PIPE SUPPLY, INC.

1244 Park Avenue • Murfreesboro, TN 37129
(615) 217-3040 • (888) 298-0042 • Fax (615) 217-3050
www.hayespipe.com

QUO # - 75838

PAGE - 1

TO: MURFREESBORO WATER & SEWER

MURFREE AVR

PO BOX 1477

WATER LINE

MURFREESBORO TN 37133

Plan Date
1/07/2016

Last Revision
TBO

BID DATE
1/07/2016

BID TIME
:00

QUANTITY	DESCRIPTION	UNIT	PRICE	EXTENSION
850	8IN C900 DR-18 PVC PIPE	FT	5.39	4,581.50
18	6IN CL-52 SJ DUCTILE IRON PIPE DIP	FT	12.60	226.80
1	6x6IN MJ DI TAPPING SLEEVE	EA	600.00	600.00
1	6IN MJ O/L TAPPING VALVE AFC 2506 LESS ACC	EA	630.00	630.00
2	8x6IN MJ SB-DI TEE C/L LESS ACC	EA	82.00	164.00
2	6IN MJ O/L NRS RS GATE VALVE AFC 2506 LESS ACC	EA	452.00	904.00
2	8IN MJ SB-DI 45 DEG ELL C/L LESS ACC	EA	53.00	106.00
1	8x6IN MJ SB-DI REDUCER C/L LESS ACC	EA	38.00	38.00
1	8IN MJ SB-DI L/P SOLID SLEEVE C/L LESS ACC	EA	70.00	70.00
1	8IN MJ O/L NRS RS GATE VALVE AFC 2508 LESS ACC	EA	720.00	720.00
2	5-1/4 B62B MURFREESBORO 3WAY 42IN BURY 6IN SHOE 1.5 PN HYD	EA	1,411.00	2,822.00
4	MURFREESBORO SPEC VALVE BOX F&C 8006	EA	121.00	484.00

** NOTE: 6IN CL-52 DI PIPE SOLD IN 20' LENGTHS ONLY.
LENGTH DIFFERENCE IS NOT REFLECTED IN PRICE /

** PLEASE ORDER PIPE WITHIN 15 DAYS & TAKE POSSESSION
WITHIN 30 DAYS

Total For Quoted Items 11,346.30

Mains - Main Line Accessories - Service Materials - Casing Pipe

- Nashville, TN · (615) 255-4040
- Knoxville, TN · (865) 525-1717
- Lexington, KY · (859) 231-8323
- Tampa, FL · (813) 241-4040
- Longview, TX · (903) 753-5533

- Murfreesboro, TN · (615) 217-3040
- Acworth, GA · (770) 529-8883
- Louisville, KY · (502) 454-8500
- Lake Helen, FL · (386) 228-9819
- Columbia, SC · (803) 695-4040



HAYES PIPE SUPPLY, INC.

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These prices are good for order placement through - 2/05/2016 Release of shipment must be made within - 30days from date of order. We are unable to guarantee our take off for quantities or accuracy. The prices listed on our written quotations are quoted as "EACH" or "PER FOOT" basis, Regardless of total prices shown.

BY. _____

□ Nashville, TN · (615) 255-4040
□ Knoxville, TN · (865) 525-1717
□ Lexington, KY · (859) 231-8323
□ Tampa, FL · (813) 241-4040
□ Longview, TX · (903) 753-5533

Mains - Main Line Accessories - Service Materials - Casing Pipe

Murfreesboro, TN · (615) 217-3040 □
Acworth, GA · (770) 529-8883 □
Louisville, KY · (502) 454-8500 □
Lake Helen, FL · (386) 228-9819 □
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QUO # - 75835

PAGE - 1

TO: MURFREESBORO WATER & SEWER

FARRER STREET

PO BOX 1477

SEWER/WATER LINE

MURFREESBORO TN 37133

Plan Date 1/06/2016 Last Revision TBO

BID DATE 1/06/2016 BID TIME 3:00PM

QUANTITY DESCRIPTION

UNIT PRICE EXTENSION

1 ** SEWER LINE MATERIAL LIST

1,100	8IN x 14FT SDR-35 PVC SEWER PIPE	FT	2.52	
600	6IN x 14FT SDR-35 PVC SEWER PIPE	FT	1.40	
20	8x6IN SDR-35 PVC SEWER WYE	EA	27.10	
40	6IN SDR-35 PVC SEWER 45 DEG BEND BxB	EA	8.85	
20	6IN SDR-35 PVC SEWER WYE	EA	17.30	
20	6IN SDR-35 PVC SEWER CAP	EA	5.30	
20	6x4IN CI/PVC-CONC RUBBER CPLG	EA	34.00	

* * *

TOTAL PER ABOVE ASSEMBLY

5,640.00 5,640.00

1 ** WATER LINE MATERIAL LIST

1,425	8IN C900 DR-18 PVC PIPE	FT	5.39	
18	6IN CL-52 SJ DUCTILE IRON PIPE DIP	FT	12.60	
2	8x8IN MJ DI TAPPING SLEEVE	EA	791.00	
2	8IN MJ O/L TAPPING VALVE AFC 2508 LESS ACC	EA	930.00	
3	8IN MJ O/L NRS RS GATE VALVE AFC 2508 LESS ACC	EA	720.00	
2	6IN MJ O/L NRS RS GATE VALVE AFC 2506 LESS ACC	EA	450.00	
2	5-1/4 B62B MURFREESBORO 3WAY	EA	1,411.00	
1	42IN BURY 6IN SHOE 1.5 PN HYD	EA	100.00	
1	8x8IN MJ SB-DI TEE C/L LESS ACC	EA	98.00	
2	8x6IN MJ SB-DI HYDRANT TEE LESS ACC	EA	53.00	
2	8IN MJ SB-DI 45 DEG ELL C/L LESS ACC	EA		

Mains - Main Line Accessories - Service Materials - Casing Pipe

□ Nashville, TN (615) 255-4040
□ Knoxville, TN (865) 525-1717
□ Lexington, KY (859) 231-8323
□ Tampa, FL (813) 241-4040
□ Longview, TX (903) 753-5533

Murfreesboro, TN (615) 217-3040 □
Acworth, GA (770) 529-8883 □
Louisville, KY (502) 454-8500 □
Lake Helen, FL (386) 228-9819 □
Columbia, SC (803) 695-4040 □



HAYES PIPE SUPPLY, INC.

QUO # - 75835

PAGE - 2

QUANTITY	DESCRIPTION	UNIT	PRICE	EXTENSION
1	8IN MJ CAP LESS ACC	EA	29.45	
7	MURFREESBORO SPEC VALVE BOX F&C 8006	EA	121.00	
*** TOTAL PER ABOVE ASSEMBLY			-----	-----
			18,510.00	18,510.00

** NOTE: 6IN CL-52 DI PIPE IS SOLD IN 20' LENGTHS ONLY.
 LENGHT DIFFERANCE IS NOT REFLECTED IN FINAL PRICE.
 ** PLEASE ORDER WITHIN 15 DAY & TAKE POSSESSION WITHIN 30
 DAYS.

Total For Quoted Items -----
 24,150.00

HAYES PIPE SUPPLY, INC.

These prices are good for order placement through - 1/21/2016 Release of
 shipment must be made within - 15days from date of order. We are unable to
 guarantee our take off for quantities or accuracy. The prices listed on our
 written quotations are quoted as "EACH" or "PER FOOT" basis, Regardless of
 total prices shown.

BY. _____



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QUO # - 75841

PAGE - 1

TO: MURFREESBORO WATER & SEWER

GRANTLAND AVE

PO BOX 1477

WATERLINE

MURFREESBORO TN 37133

Plan Date 1/07/2016 Last Revision TBO

BID DATE 1/07/2016 BID TIME :00

QUANTITY	DESCRIPTION	UNIT	PRICE	EXTENSION
2,100	8IN C900 DR-18 PVC PIPE	FT	5.39	11,319.00
18	6IN CL-52 SJ DUCTILE IRON PIPE DIP	FT	12.60	226.80
1	16x8IN MJ DI TAPPING SLEEVE	EA	4,080.00	4,080.00
1	8IN MJ O/L TAPPING VALVE AFC 2508 LESS ACC	EA	930.00	930.00
7	8IN MJ O/L NRS RS GATE VALVE AFC 2508 LESS ACC	EA	720.00	5,040.00
6	6IN MJ O/L NRS RS GATE VALVE AFC 2506 LESS ACC	EA	450.00	2,700.00
4	5-1/4 B62B MURFREESBORO 3WAY 42IN BURY 6IN SHOE 1.5 PN HYD	EA	1,411.00	5,644.00
1	8x8IN MJ SB-DI TEE C/L LESS ACC	EA	100.00	100.00
6	8x6IN MJ SB-DI TEE C/L LESS ACC	EA	81.50	489.00
1	8IN MJ SB-DI 11-1/4 DEG ELL C/L LESS ACC	EA	51.00	51.00
1	8IN MJ SB-DI L/P SOLID SLEEVE C/L LESS ACC	EA	68.00	68.00
2	8IN MJ SB-DI 45 DEG ELL C/L LESS ACC	EA	53.00	106.00
15	MURFREESBORO SPEC VALVE BOX F&C 8006	EA	121.00	1,815.00

** NOTE: 6IN CL-52 DI PIPE IS SOLD IN 20' LENTHES ONLY.
LENGTH DIFFERENCE IS NOT REFLECTED IN PRICE.
** PLEASE ORDER PIPE WITHIN 15 DAYS & TAKE POSSESSION
WITHIN 30 DAYS.

Total For Quoted Items -----
32,568.80

□ Nashville, TN (615) 255-4040
□ Knoxville, TN (865) 525-1717
□ Lexington, KY (859) 231-8323
□ Tampa, FL (813) 241-4040
□ Longview, TX (903) 753-5533

Mains - Main Line Accessories - Service Materials - Casing Pipe

Murfreesboro, TN (615) 217-3040 □
Acworth, GA (770) 529-8883 □
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Columbia, SC (803) 695-4040 □



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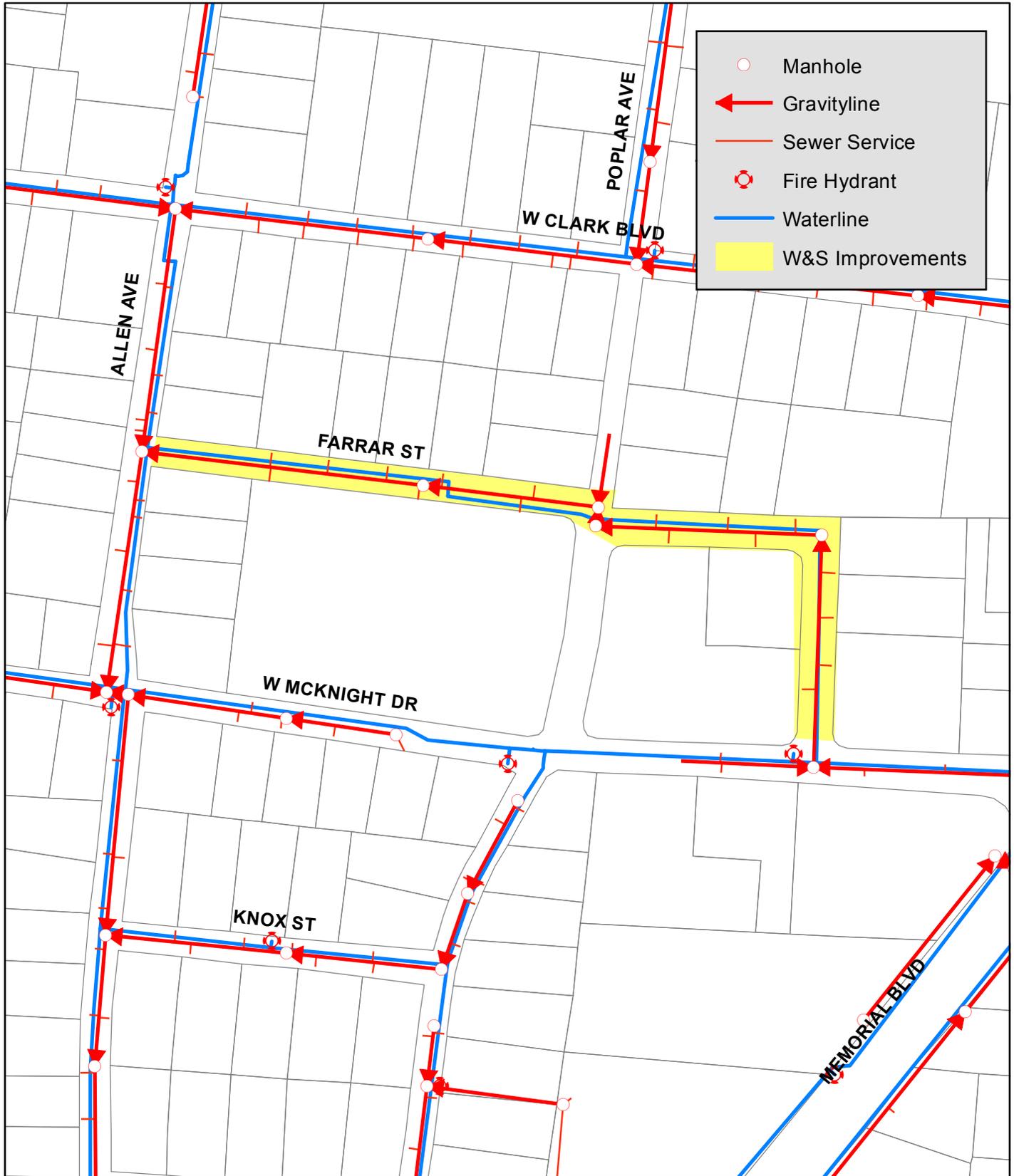
HAYES PIPE SUPPLY, INC.

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Mains - Main Line Accessories - Service Materials - Casing Pipe

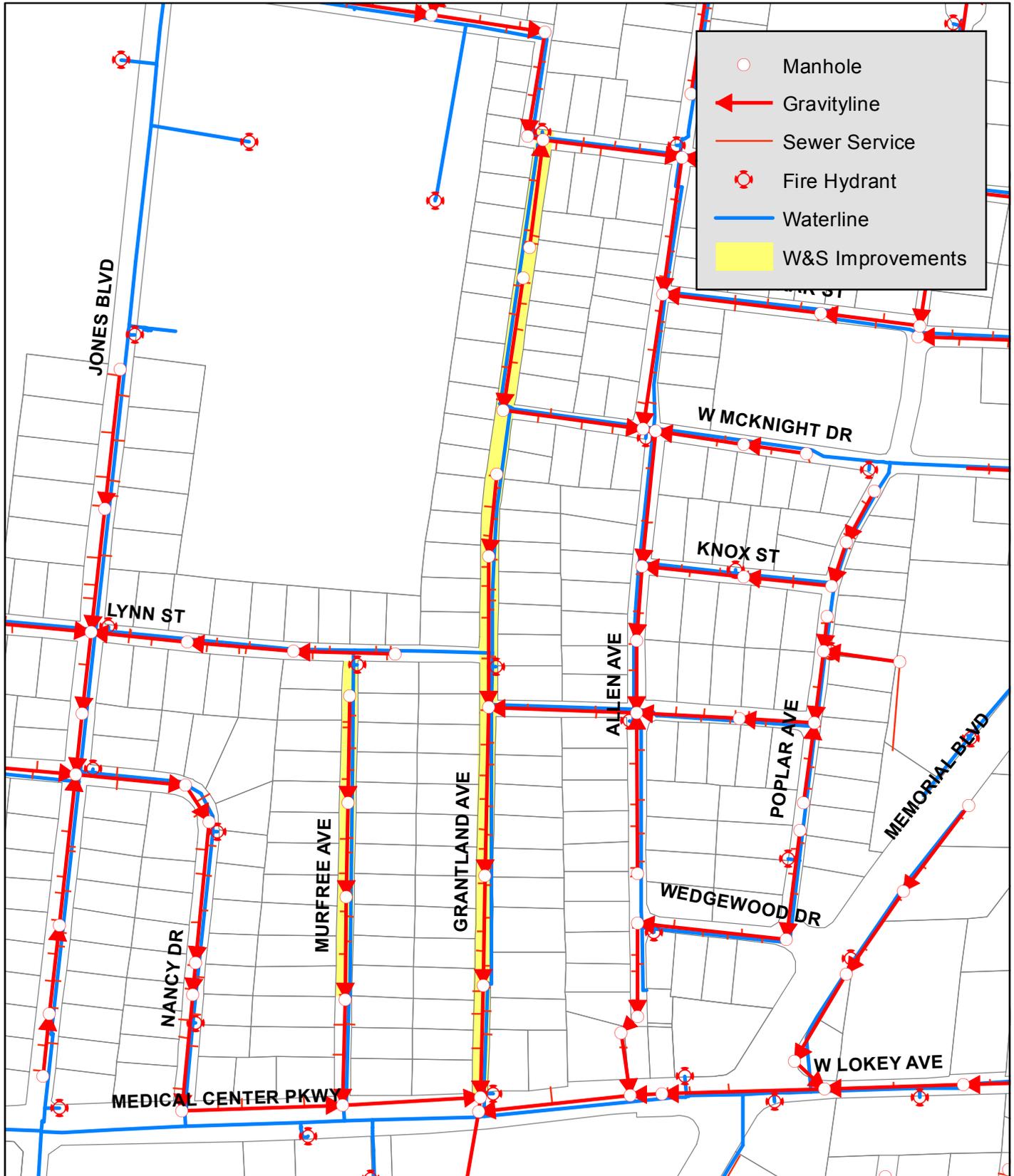
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MURFREESBORO WATER AND SEWER DEPARTMENT

Farrar - Water & Sewer Main Replacements





MURFREESBORO WATER AND SEWER DEPARTMENT

Murfree Ave. - Water & Sewer Main Replacements

Grantland - Water Main Replacement



**MURFREESBORO WATER AND SEWER DEPARTMENT
MURFREESBORO, TENNESSEE**

EXTENSION OF AGREEMENT

This Agreement Extension is made as of this ____ day of _____ pursuant to the terms of the **Water/Wastewater System Mechanical/Electrical Services Contract** (the "Agreement") dated January 28, 2015, by and between John Bouchard and Sons Co ("Contractor") and the City of Murfreesboro, Tennessee (the "Owner").

Recitals

- A. Article 3 of the Agreement incorporates by reference the Special Conditions as set forth in the Contract Documents and Specifications for the Water/Wastewater System Mechanical/Electrical Services Contract (2015) dated November 24, 2014.
- B. Section 2 of the Special Conditions of the Agreement provides that Contractor and the City may agree to extend the Agreement for a period of twelve months no more than two times.
- C. No previous extensions of the Agreement have been made and Owner and Contractor now desire to extend the Agreement for a twelve month period.

Agreement

- 1. Contractor and the Owner mutually agree to extend this agreement an additional 12 months, from January 28, 2016 to January 28, 2017, in accordance with Section 2 of the Special Conditions of the Agreement.
- 2. No provisions of the Agreement except as specifically stated herein are amended.

John Bouchard and Sons Co.

By: 
Its: 1/13/16

CITY OF MURFREESBORO

Shane McFarland, Mayor

Approved as to Form:

David Ives, City Attorney

BID PROPOSAL

TO THE MURFREESBORO WATER AND SEWER DEPARTMENT, DIRECTOR
CITY OF MURFREESBORO, TENNESSEE

John Bouchard & Sons Co hereby propose(s) to furnish all material, labor, and appliances and to perform all work required to complete Work Orders 15-01 and 15-02 of the Contract for the **Water/Wastewater System Mechanical/Electrical Services Contract**, located in the City of Murfreesboro, Tennessee, in a workmanlike manner and in accordance with the specifications herewith attached for the Bid Price submitted for each unit of work, which total the amount of

Four Hundred Seventy Seven Thousand, Eighty Four Dollars

Dollars (\$ 477,084.00)

John Bouchard & Sons Co further agree(s) that in case of failure on its part to sign the agreement within ten (10) days, the certified check, Bid Bond, or letter of credit accompanying this proposal and the proceeds thereof shall be the property of the City of Murfreesboro.

Security in the sum of Five Percent of Amount Bid

Dollars (\$ 5% of Bid), in the form of Bid Bond, is submitted herewith in accordance with the Specifications.

In submitting this Bid, it is understood that the right is reserved by the City of Murfreesboro to reject any and all Bids. If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish any required bond within ten (10) days after the contract is presented to him for signature.

The Bidder is prepared to submit a financial and experience statement upon request.

Description	Payment	Unit	Total Amount
Task Order 15-01: All mechanical, electrical, and other construction-related work as necessary to install two (2) raw water intake pumps at the Stones River Water Treatment Plant, Complete	LS	1	\$431,873.00
Task Order 15-02: All mechanical, electrical, and other construction-related work as necessary to install a Variable Frequency Drive (VFD) on the Reuse Pump at the Sinking Creek Wastewater Treatment Plant, Complete	LS	1	\$ 45,211.00
Total Bid Price (Basis of Award)			\$477,084.00

Note: An itemization of the schedule of hourly labor rates and equipment rates (consistent with the supplemental bid items), and respective hours expected to be employed by each item in performing the work associated with the lump sum task orders 15-01 and 15-02 shall also be submitted with the bid proposal. This breakdown is not intended to examine or modify the lump sum pricing of the bid proposal, but ensure that the supplemental unit pricing is not overly escalated or imbalanced between the immediate work and anticipated future work.

Labor Supplemental Unit Pricing Schedule		
Description	RG Rate	OT Rate
Project Manager	75 ⁰⁰	110 ⁰⁰
Superintendent	65 ⁰⁰	100 ⁰⁰
Pipefitter/Welder	50 ⁰⁰	75 ⁰⁰
Sprinkler Fitter	42 ⁰⁰	63 ⁰⁰
Electrician	50 ⁰⁰	75 ⁰⁰
Apprentice/Helper	36 ⁰⁰	54 ⁰⁰
Expediter/ Delivery	28 ⁰⁰	42 ⁰⁰
Machine Shop Millwright	58 ⁰⁰	88 ⁰⁰
HVAC/Plumb Serv Tech	64 ⁰⁰	96 ⁰⁰
Air Compressor Tech	64 ⁰⁰	96 ⁰⁰
Laborer - Skilled	30 ⁰⁰	45 ⁰⁰
Laborer - Non Skilled	21 ⁰⁰	32 ⁰⁰

Equipment Supplemental Unit Pricing Schedule	
Description	Rate/Hour
Welder	15 ⁰⁰
Power Threader	15 ⁰⁰
Mini / Midi Hammer	12 ⁰⁰
Variable Reach Forklift	26 ⁰⁰
Pickup Truck	15 ⁰⁰
Scissor Lift	18 ⁰⁰
Skid Steer Loader	25 ⁰⁰
Boom Man Lift	29 ⁰⁰
Cat 420D Backhoe	33 ⁰⁰
Street Plate	7 ⁰⁰
185 CFM compressor	15 ⁰⁰
ECM 350	
Air Track Drill	
Pipe laser	21 ⁰⁰
Total station EDM	
15 Ton Boom Truck	115 ⁰⁰
30-50 Ton RT Crane	
80 T crawler crane	
3" Submersible pump	10 ⁰⁰
6" Hydraulic pump	16 ⁰⁰

Date: Dec 18, 2014

State License No.: 319

Treasury No.: NAIC #31194

Official Address (with zip code)

1024 Harrison St

Nashville, TN 37203

John Bouchard & Sons Co

Name of Bidder

By William D. Morgan

Title William D. Morgan, President

Incorporated under the laws of the State of
Tennessee

January 12, 2016

Ms. Valerie Smith, P.E.
Assistant Director, Murfreesboro Water and Sewer Department
220 NW Broad Street
Murfreesboro, TN 37130

RE: Northwest Broad Street SPS Replacements
Proposed Change Order #2
Recommendation Letter
MWSD Project No: 13003, CIA Project No: 2013-02

Dear Valerie:

Attached are four (4) copies of proposed Change Order #2 for the referenced project. The proposed changes are further described below:

Additive Alternate #1 – 6 inch Force Main Replacement:

MWSD engineering department would like to accept the listed additive alternate based on the information provided below:

- The bid price per linear foot is very competitive.
- Television inspection of the interior of the existing force main revealed severe interior tuberculation, likely reducing the effective size to 4 inches or less.
- The significantly reduced interior force main diameter will cause the new pumps to run at a different location on their curve, which is less efficient. Will cause the pumps to pump less flow for the same or more electrical costs. This can also cause other pump issues such as cavitation, vibration, and excessive wear.
- The existing force main is 50 years old and the exterior of the pipe also likely has areas of corrosion which could cause a random failure at any time.

It should be noted that MWSD system personnel has located the existing force main as it was not at the prescribed GIS location. The actual location is in the TDOT right of way, which will not result in a need for additional easements, however, it remains unknown as to whether the railroad spur crossing is cased or uncased, concreted in or not, exact length, etc. These unknowns will have to be field determined and will likely cause an additional small change order to balance the actual quantities used, but should be minor in scope and small in amount and is planned to be taken from the Miscellaneous Allowance rather than as an addition to the contract sum.

The contractor has asked for an additional 45 days to be added to the contract time to do the above listed work, as shown on the attached letter from JCumby, Incorporated.

CIA concurs with MWSD and the above listed information and recommends the addition of 2,730 linear feet of 6 inch force main at \$30/lf be added to the contract sum, for a total of \$81,900.00 as shown as alternate 1 in the bid form and the additional time request be granted.

Gravity Sewer Profile and Manhole Invert Adjustments – GS1, Sheet C1.03, MH#1 and #2:

Ms. Valerie Smith, P.E.
RE: Northwest Broad Street SPS Replacements
01/12/2016
Page 2 of 2

While laying gravity sewer #1, an unmapped drainage pipe was uncovered. The proposed sewer profile was adjusted to accommodate the existing pipe. As a result the inverts of MH#1 and MH#2 will need to be field adjusted. The sewer profile has been field adjusted, resulting in additional cost related to reforming the manhole inverts, but no additional costs related to piping profile adjustments as they were minor. Also attached is a letter from the contractor regarding this cost, which results in a deduct of \$1,160.00 from the Miscellaneous Allowance. These changes do not affect the total contract sum.

MWSD and CIA have reviewed this change and recommend approval and the miscellaneous allowance be adjusted accordingly. Please review the attachments and if acceptable to you, execute and return one (1) signed copy back to both the contractor and CIA.

If you have any questions, please call.

Sincerely,



Linda Sullivan, P.E.
President
CIA - Civil Infrastructure Associates, LLC

Cc: Darren Gore – MWSD
Greg Shirley – Jcumby, Inc.
Charles White - MWSD

PROJECT:

NW Broad St. SPS Replacements
 Murfreesboro Water and Sewer Department
 220 NW Broad Street
 Murfreesboro Tennessee 37130

CHANGE ORDER NUMBER: 2

DATE OF ISSUANCE: January 12, 2016

ENGINEER PROJECT NO: 2013-02

TO:

J. Cumby Construction, Inc.
 C/O Mr. Greg Shirley
 165 W. Broad Street
 Cookeville, TN 38501

ENGINEER:

Civil Infrastructure Associates, LLC
 Linda Sullivan, P.E.
 602 North Walnut Street
 Murfreesboro, TN 37130

The contract is changed as follows (See attached sheets for additional details):

1. Additive Alternate No.1 – 6 inch Force Main Replacement.....(Add) \$81,900.00
2. Item No. 33 – Miscellaneous Allow Lump Sum (\$6,455.00 remaining after CO#1).....C.O. #2 \$1,160.00
3. Request for an additional forty-five (45) days for adding additive alternate no.1.

Original Contract Sum was \$976,089.00
 Net change by previous authorized Change Orders \$00.00
 The Contract Sum prior to this Change Order was \$976,089.00
 The Contract Sum will be (**increased/decreased**) by this Change Order \$81,900.00
 The New Contract Sum including this Change Order \$1,057,989.00
 The Contract Time will be increased by an additional forty-five (45) Days.
 The Date of Substantial Completion as of the date of this Change Order therefore is June 10, 2016.

Authorized:

<p>Engineer: Linda Sullivan, P.E. Civil Infrastructure Associates, LLC 602 North Walnut Street Murfreesboro, Tennessee 37130</p>	<p>Contractor: J. Cumby Construction, Inc. 165 W. Broad Street Cookeville, Tennessee 38501</p>	<p>Owner: MWS Department 220 NW Broad Street Murfreesboro, Tennessee 37130</p>
---	--	--

		
<p>Linda Sullivan, P.E.</p>	<p>Greg Shirley</p>	<p>Shane McFarland, Mayor</p>
<p>Date 1/15/2016</p>	<p>Date 1/14/2016</p>	<p>Date</p>



... creating a better quality of life



February 4, 2016

Honorable Mayor and Members of City Council:

RE: Change Order #3 for the Adams Tennis Complex

As an item for the **Consent Agenda**, it is recommended that City Council approve Change Order #3 for the Adams Tennis Complex.

Background

In the funding allocated for the Adams Tennis Complex, allowances were established for items such as signage, security, data, cabling, and other related construction items necessary to complete the project. These allowances were included in the contract amount, and Change Order #3 reduces the contract amount by crediting the unused allowance of \$11,221.31 back to the City. This change order is a part of the closeout documents for the project and has been reviewed by Lose and Associates and our Legal Department. This action also ratifies Mr. Lyons approval of the Change Order as the City's representative.

Fiscal Impact

Change Order #3 will reduce the contract with Hardcastle Construction Company, Inc., by \$11,221.31 and bring the final contracted amount to \$5,433,769.69.

Concurrences

This Change Order has been reviewed and approved by Lose and Associates, Hardcastle Construction Company, Inc., the Legal Department, and City Staff.

Recommendation

It is the recommendation that Change Order #3 be approved, reducing the contract with Hardcastle Construction Company, Inc., by the amount of \$11,221.31 and bringing the final contract amount to \$5,433,769.69. It is also recommended that City Council approve action taken by Mr. Lyons for his approval of Change Order #3 for the City.

Respectfully,

Lanny Goodwin, CPRP
Director

Attachment:

Change Order Number 003 from Hardcastle Construction Company, Inc.

AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): 13018 Old Fort Park Tennis	CHANGE ORDER NUMBER: 003 DATE: 01/12/16	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Hardcastle Construction Company, Inc. 712 Myatt Center Ln Madison, TN 37115	ARCHITECT'S PROJECT NUMBER: 13018 CONTRACT DATE: 6/24/14 CONTRACT FOR: General Construction	CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
 Fifty Six (56) day Contract Extension for Weather Delays and Contractor's Extension Request. Contract Dates would adjust as follows:

Substantial Completion: 5/9/2015
 Project Completion: 7/7/2015
 Liquidated Damages: 6/2/2015

An unused Allowance balance of \$11,221.31 will be backed-out of the Contract Sum.

The original Contract Sum was	\$ 6,049,990.00
The net change by previously authorized Change Orders	\$ -604,999.00
The Contract Sum prior to this Change Order was	\$ 5,444,991.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 11,221.31
The new Contract Sum including this Change Order will be	\$ 5,433,769.69

The Contract Time will be increased by fifty-six (56) days.
 The date of Substantial Completion as of the date of this Change Order therefore is 5/9/15

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Lose & Associates, Inc. ARCHITECT (Firm name) 1314 5 th Ave., North Nashville, TN 37208 ADDRESS BY (Signature) SEAN GUTH (Typed name) 01/12/16 DATE	Hardcastle Construction Company, Inc. CONTRACTOR (Firm name) 712 Myatt Center Ln Madison, TN 37115 ADDRESS BY (Signature) Owen Hardcastle (Typed name) 1/26/16 DATE	City of Murfreesboro OWNER (Firm name) City Manager's Office PO Box 1139 111 West Vine St. Murfreesboro, TN 37113 ADDRESS BY (Signature) ROBERT J. LYONS (Typed name) 1/21/16 DATE
---	--	---

Lose & Associates
 Murfreesboro Tennis Center, Lose # 13018
 8/24/2015

Project Budget Summary	
Project Contract Sum	\$6,049,990.00
Change Order 001 (6/20/14)	(\$604,999.00)
Change Order 002 (4/23/15)	\$0.00
Balance	\$5,444,991.00
Allowances included in the Contract Sum	
Contingency	\$100,000.00
Exterior Building Signage	\$40,000.00
Security Systems	\$60,000.00
Data, telephone, cable system	\$75,000.00

Change Order 03 Summary			
	Draw Amount	Credit Amount (CO2 - MTSU)	Remaining Balance
Contingency Allowance	(\$31,131.86)	\$47,326.26	(68,528.74)
Exterior Building Signage Allowance	\$0.00		(1,874.53)
Security Systems Allowance	\$0.00		60,000.00
Data, telephone, cable system Allowance	(\$6,049.16)		68,950.84
Project Contract Sum (including MTSU Items)	\$5,492,317.26		
Approved Additional Weather Related Days to Project Schedule	65		
Approved Additional Items Days to Project Schedule CO#2	17		
Requested Additional Day to Project for CO#3	91		
Total Approved Additional Days to Project Schedule			

CONTINGENCY ALLOWANCE ITEMS					
Item	Description		Amount	Source	Contingency Total
001	CCD001 - (10/14/14) Value engineering adjustment	Credit	\$3,152.20	Contingency	103,152.20
002	Change Order #2 (NOT INCLUDING CCD001)	Deduct	(\$120,400.28)	Contingency	(17,248.08)
003	Preliminary - Change Order #2 MTSU Items	Credit	\$47,326.26	MTSU	30,078.18
004	Box Beam/ Soffit - enclosing view above lobby ceiling as one would descend Mezz. Stairs.	Deduct	(\$1,041.00)	Contingency	29,037.18
005	Steel Trim Around Mezz. Stairs - Trim/ Finishing around steel & metal deck around stairs. Eliminated sharp edges and voids under Mezz. Floor in stair well.	Deduct	(\$2,017.57)	Contingency	27,019.61
006	Roof Drain up size - from 2" drains to 4" drains	Deduct	(\$2,402.12)	Contingency	24,617.49
007	City Dedication Plaque	Deduct	(\$1,025.73)	Contingency	23,591.76
008	MTSU - Storefront from Lobby into courts	Deduct	(\$12,133.59)	MTSU	11,458.17
009	MTSU - Upgraded Room Signage - Upgraded room signage for all rooms that are not dedicated to an individual	Deduct	(\$499.36)	MTSU	10,958.81
010	MTSU Dedication Plaque	Deduct	(\$1,025.73)	MTSU	9,933.08
011	North Landscaping area b/w canopy & existing courts - Sod put in for Spring Fling, Irrigation in courtyard, new irrigation controller	Deduct	(\$10,986.76)	Contingency	(1,053.68)
012	Hardboard siding on Restroom walls	Deduct	(\$10,638.41)	Contingency	(11,692.09)
013	Ext. R.R. Mechanical Revisions	Deduct	(\$2,136.97)	Contingency	(13,829.06)
014	Bollard for sidewalk from lower parking	Deduct	(\$600.00)	Contingency	(12,292.09)
015	Landscaping & Irrigation for Flag Pole Bed	Deduct	(\$9,770.33)	Contingency	(22,062.42)
016	24" Solid Surface serving counter/ sill for roll up door only	Deduct	(\$1,675.00)	Contingency	(23,737.42)
017	Irrigation for lower trees	Deduct	(\$1,575.00)	Contingency	(25,312.42)
018	Carpet for Administrative Offices	Deduct	(\$3,354.75)	Contingency	(28,667.17)
019	Mechanical Adjustments for GYP ceiling in Vestibule	Deduct	(\$1,575.00)	Contingency	(30,242.17)
020	MTSU - Scoreboard Structure for North & South Wall configuration	Deduct	(\$31,729.69)	MTSU	(61,971.86)
021	Interior door pulls for Family Restrooms	Deduct	(\$235.48)	Contingency	(62,207.34)
022	Irrigation for utility box landscaping	Deduct	(\$4,184.43)	Contingency	(66,391.77)
		Subtotal			(\$68,528.74)
	Remaining Contingency Allowance Balance				(\$68,528.74)

021 Interior door pulls for Family Restrooms	Deduct	(\$235.48)	Contingency	(62,207.34)
022 Irrigation for utility box landscaping	Deduct	(\$4,184.43)	Contingency	(66,391.77)
	Subtotal			(\$68,528.74)
Remaining Contingency Allowance Balance				(\$68,528.74)

Exterior Building Signage Allowance				
Item Description		Amount	Source	E.B.S. Allow. Total
001 CO02 - Monument Sign & Exterior Building Signage	Deduct	(\$18,464.18)	Allowance	21,535.82
002 Flag poles - (labor, installation)	Deduct	(\$9,790.57)	Allowance	11,745.25
003 Electrical Conduit for future signage lighting/ bollards	Deduct	(\$8,847.53)	Allowance	2,897.72
004 Electrical lighting for Flag Poles	Deduct	(\$4,772.25)	Allowance	(1,874.53)
	Subtotal			(\$41,874.53)
Remaining E.B.S. Allowance Balance				(\$1,874.53)

Security System Allowance				
Item Description		Amount	Source	S.S. Allow. Total
001 Building Security System	TBD	TBD	TBD	60,000.00
	Subtotal			\$0.00
Remaining S.S. Allowance Balance				\$60,000.00

Data, Telephone, Cable System Allowance				
Item Description		Amount	Source	D.T.C. Allow. Total
001 CO02 - IT Data & T.V. Drops	Deduct	(\$4,528.00)	D.T.C. Allow.	70,472.00
002 3 Additional IT drops in Admin office	Deduct	(\$592.02)	D.T.C. Allow.	69,879.98
003 Low Voltage - additional data at reception desk	Deduct	(\$929.14)	D.T.C. Allow.	68,950.84
	Subtotal			(\$6,049.16)
Remaining D.T.C. Allowance Balance				\$68,950.84

CITY ALLOCATED FUND FROM ALLOWANCES				
Item Description		Amount	Source	Total
001 Comcast connection & running cable to building	Deduct	(\$29,626.00)		(29,626.00)
002 Murfreesboro Electric - Utility Relocation	Deduct	(\$31,600.00)		(61,226.00)
003 Black Box - Telephone and Low Voltage	Deduct	(\$8,111.05)		(69,337.05)
004 ADS - Security System	Deduct	(\$2,400.00)		(71,737.05)
005 ADS - Fire Alarm	Deduct	(\$1,028.00)		(72,765.05)
006 Dell - Fiber/ Hardware	Deduct	(\$4,466.80)		(77,231.85)
007 Dell -Wireless Internet	Deduct	(\$3,430.00)		(80,661.85)
	Subtotal			(\$80,661.85)

SUMMARY OF PROJECT FUNDS				
Allowance		Balance		
Contingency		(\$68,528.74)		
Exterior Building Signage		(\$1,874.53)		
Security System		\$60,000.00		
Data, Telephone, Cable System		\$68,950.84		
	Subtotal	\$58,547.57		
City Items from Project Funds		(\$80,661.85)		
	Remaining Project Funds	(\$22,114.28)		
MTSU Reimbursements (CONT. ITEMS 8-10, 20)		\$45,388.37		
Contract Allowance Balance (as of Payapp 13)		\$11,221.31		
	Balance to be backed out of Contract Sum Amount	\$11,221.31		
	Adjusted Contract Sum	\$5,433,769.69		



... creating a better quality of life

CONSENT AGENDA

January 27, 2016

Honorable Mayor and Members of City Council:

RE: New Administrative Support Specialist

Background

The implementation of the new financial software, MUNIS, has improved operations but has also increased the time to process invoices in the Accounts Payable area of Finance. In addition, as the City has grown, so have the volume of invoices processed centrally in Finance. The Finance Department is requesting to add an Administrative Support Specialist Level 2 position. This position would assist in managing the workload in Accounts Payable.

Fiscal Impact

The impact to the salary is \$30,731 (Administrative Support Specialist Level 2, minimum pay grade) plus estimated benefit costs of \$15,365 for a total impact of \$46,096.50.

Concurrences

The City Manager has approved this recommendation.

Recommendation

It is recommended that City Council approve the addition of an Administrative Support Specialist to the Finance Department.

Melissa Wright
City Recorder/Finance Director

Administration Department

111 West Vine Street * P. O. Box 1139 * Murfreesboro, Tennessee 37133-1139 * Phone 615 849 2629 * Fax 615 849 2679
TDD 615 849 2689 www.murfreesborotn.gov



... creating a better quality of life

January 19, 2015

Honorable Mayor McFarland and Members of the City Council:

**RE: Consent Agenda: 1) Approval of Amendment 2 for Runway Extension and Lighting Improvement Grant
2) Approval of Tennessee Aeronautics Grant for Approach Clearing and Lighting**

As an item for the consent agenda of February 4, it is recommended that City Council approve 1) Amendment 2 Runway Extension and Lighting Improvement contract and 2) Approve a grant for Approach Clearing and Lighting.

1) Approval of Amendment 2 for the Runway Extension and Lighting Improvement Grant

Amendment 2 to Grant 75-0121 would add \$60,000 to the Runway Extension and Lighting Improvement Project.

Background Information

During the resurfacing of the existing runway, LoJac experienced large areas of sub-grade failure on the edges of the southern half of the runway. With a great deal of teamwork, LoJac, ATKINS, Tennessee Aeronautics Division, and the City of Murfreesboro were able to develop a plan to repair and improve these areas. This additional work equaled an overall overrun of only \$60,000 or a 1.2% increase to this \$5,051,000.00 project.

Fiscal Impact

The Tennessee Aeronautics Division is providing 95% funding (\$57,000.00) with the local share being 5% (\$3,000.00).

Concurrences

The Airport Commission recommends approval of the amendment.

Recommendation

It is recommended that City Council approve Amendment 2.

2) Approval of a Grant from the Tennessee Aeronautics Division for Approach Clearing and Lighting

The recommended \$170,000 grant is a follow up to the Runway Extension and Light Improvement Grant to meet the federal standards to maintain safe approaches to Runway 18 at the Murfreesboro Municipal Airport.

Background

The Airport and City Staff are currently communicating our needs for tree trimming and tree removal with three neighbors to the north of the Airport. The Airport is also working with the Murfreesboro Electric Department and Parks and Recreation Department on lowering and or lighting specific power and ball field lights. This work will be occurring over the next several months. This Grant covers the cost of the Indian Bat Studies, bat mitigation if required, Environmental Assessments, and the cost of any other environmental related efforts.



Murfreesboro Municipal Airport

1930 Memorial Boulevard * P. O. Box 4145 * Murfreesboro, Tennessee 37129-4145 * Phone 615 848 3254 * Fax 615 848 3256
TDD 615 849 2689 www.murfreesborotn.gov

This work is being done now to prepare the new approaches for the Federal Aviation Administration's assessment, creation, and publication this fall. This is a long process that requires a great deal of coordination with the Tennessee Aeronautics Division and Federal Aviation Administration. Once the new approaches are published, the full length of the runway will be able to be utilized.

Fiscal Impact

This \$170,000 grant is funded using Murfreesboro's annual federal entitlement funds (90%) \$153,000. The State will provide 5% or \$8,500 while the City will provide the local 5% share also \$8,500.

Concurrences

The Airport Commission recommends approval of the grant.

Recommendation

It is recommended that City Council approve the grant application.

Thank you for your consideration of Grant Amendment 2 and the new Grant for the Approach Clearing and Lighting.

Sincerely,



Chad L. Gehrke
Airport Manager



Murfreesboro Municipal Airport



... creating a better quality of life

January 29, 2016

Consent Agenda

Honorable Mayor and Members of City Council:

RE: Emergency Purchases

As an item for the consent agenda of February 4, 2016, there are two emergency purchases requiring your approval.

Background

Under Section 2-10 of the City Code, the City Manager is authorized to make emergency purchases and to report the purchase to the City Council within 2 working days. I emailed the Council within the 2 day requirement of these purchases and am now forwarding to you for approval.

Emergency Salt Purchase

During the January 22 snowstorm response, I spoke to Street Director Raymond Hillis about the City's supply of salt following the winter storm. He advised that our supply was getting low and I asked Mr. Hillis to place an order immediately.

During past winters with significant snowfall, there have been supply shortages and I wanted to be proactive realizing that communities in the northeast, Midwest and south all will be seeking to resupply their salt supplies. The safety of the City could be threatened if we did not have any salt.

As required by the City Code since the purchase was between \$50,000 and \$200,000, the Mayor is required to also authorize this purchase. Mayor McFarland also approved this within the 2 day requirement.

As a result, Mr. Hillis was able to place the City's order, which will be funded in the Street Department. The total amount of the purchase was \$76,110.

Emergency Contract Amendment - Kronos

Under Section 2-10 of the City Code, the City Manager is authorized to make emergency purchases and to report the purchase to the City Council within 2 working days.

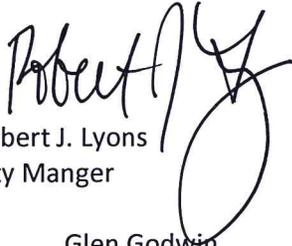
Due to an anticipated volume of work, I have authorized a contract amendment, in the amount of \$8,500, with Kronos for additional technical assistance. The City's go-live date is February 4 and the number of hours available to the City had been depleted. The City required some programming changes for go-live that did not have available hours in the existing Kronos contract. One of the programming changes was requested by departmental personnel that we believe will be a helpful addition.

This contract amendment and cost increase of \$8,500 will be on the February 4 consent agenda.

Administration Department

Recommendation

Council approval of the emergency purchases is requested.

A handwritten signature in black ink, appearing to read "Robert J. Lyons". The signature is stylized with a large, looping flourish at the end.

Robert J. Lyons
City Manger

- C: Glen Godwin
 Raymond Hillis
 Melissa Wright
 Erin Tucker



General Services

SWC #507 Rock Salt
Edison Contracts 46239/46240
Contract Information and Usage Instructions

Contract Period:

This is a two year contract term running from June 01, 2015 to May 31, 2017 with the final year being an optional one year renewal. The contract was procured through an ITB- Edison event #32110-8720-8793.

Summary/Background Information:

This contract includes product and delivery of Rock Salt for all State agencies, local governmental units, higher education institutions, and eligible 501(c)(3) tax-exempt corporations. It should be noted that purchases fewer than 150 tons may utilize this contract, but are not required to. All orders of 150 tons or larger are required to use this contract.

State Contract Administrator:

Jeff Magruder
Category Specialist
Central Procurement Office
(615) 532-8918
Jeff.Magruder@tn.gov

Additional State Contacts

Ken Hampton – TDOT Equipment
Management Director
615-741-3458
ken.hampton@tn.gov

Gary Bryant – TDOT Materials Manager
615-741-0699
gary.l.bryant@tn.gov

Richard Howell – TDOT Transportation Manager
615-532-3449
richard.howell@tn.gov

Contractor Contact Information:

Morton Salt Inc.
Edison Contract Number: 46240
Vendor Number: 0000115284
Andrew Lorenzini

(312) 807-2859
alorenzini@mortonsalt.com
123 N. Wacker Drive 25th Floor
Chicago, IL 60606-1743

Compass Minerals America, Inc.
Edison Contract Number: 46239
Vendor Number: 0000000685
Monica Lloyd

(913) 344-9360
lloyd@m@compassminerals.com
PO Box 277043
Atlanta, GA 30384-7043

Usage Instructions:

1. Specific Ordering Information:

- Locate the Contractor that is appropriate for your county/bin location through the "SWC 507 Rock Salt TDOT and County Pricing Sheet" listed on the following website;
http://tn.gov/generalserv/cpo/for_statewideinstructions.html
- Contact the appropriate Contractor and submit a purchase order for your needs.
- Please see the contract line items for pricing information
- Orders of 150 tons or more are required to use this contract. Orders below that threshold can use this contract, but are not required to.

2. General Delivery Information:

- Pick up is not allowed on this contract. All salt must be delivered directly to the purchasing agency by the Contractor.
- Deliveries must be completed during regular State business hours (Monday - Friday, 8:00 AM – 4:30 PM, excluding authorized State holidays), unless otherwise requested by the purchasing agency.
- For every calendar day that the shipment, whether it be partial or full, is late a sum of 1% of the total invoice cost may be deducted from the Contractor's invoice(s). Details of this requirement are listed in the next section labeled Delivery Turnaround Requirements.

3. Delivery Turnaround Requirements:

- In Season Fill Period – November 1 to April 30
 - a. TDOT: truck loads must be delivered within 7 working days after receipt of a purchase order
 - b. Non-TDOT: Truck loads must be delivered within 14 working days after receipt of said purchase order.
- Early Fill Period – May 1 to October 31
 - o All agencies: Truck load deliveries will be mutually agreed upon between the agency and the Contractor. All orders placed between the dates of May 1 to October 24 of each contract year must be filled by October 31 at the latest, unless otherwise agreed upon by the purchasing agency.

4. Minimum Order Requirements:

Individual orders for less than 150 tons are exempt from purchase from this contract. User agencies will purchase by applicable purchasing procedures.

5. Local Government/Non-TDOT Usage Instructions:

- All Non-TDOT entities will use the same instructions listed in Section 1 - 4 of this document. Instructions specific to Non-TDOT entities are outlined in each section.
- Non-TDOT entities will purchase salt using the Non-TDOT pricing that is outlined in the "SWC 507 Rock Salt TDOT and County Pricing Sheet"
- Non-TDOT entities must have an *estimated* quantity into the Contractor by October 1; however, this notice does not commit any State of Tennessee entity to any purchase.
- If a Non-TDOT entity informs their Contractor of their intent to purchase by October 1 of each contract year the Contractor will be obligated to provide service to that respective Non-TDOT entity. However, if a Non-TDOT entity fails to make this notification it will be left to the discretion of the Contractor as to whether or not they will service the requesting Non-TDOT entity.
-
-
- Non-TDOT purchases will be capped at 120%. After a Non-TDOT entity purchases 120% of their total estimate, it becomes the discretion of the Contractor as to whether or not they can meet the additional requests. Contractors should make every effort to service Non-TDOT entities that have additional requests, and should not deny requests if they have the capacity to service them.

Requisition and Purchase Order Generation:

- Requisitions and Purchase Orders should be generated using each agencies specific processes and guidelines.
- For information on how to create a requisition and/or purchase order please click on the "Agency Upgrade User Guide" link on the following page:
http://tn.gov/generalserv/cpo/for_training.html

Billing and Payment Instructions:

- All invoices shall be F.O.B. destination- meaning rock salt shall be delivered to the customer and unloaded in-house or on-site by the Contractor. All charges for transportation and unloading are to be prepaid by the Contractor.
-
- The Contractor shall submit an itemized invoice, with all necessary supporting documentation, to the state agency billing address provided in the PO. The invoice will also include only charges for service described in the PO. Once the agency is in possession of the invoice the timeframe for payment begins and the agency will then follow their normal procedures for invoice payment.
-
- Any questions concerning payment should be addressed to the "bill to" agency and not to the Central Procurement Office.

Miscellaneous Information:

- If you have any questions about this contract and the products or services covered please contact the Contract Administrator listed on the first page of this document.

Perry	3	9	Perry County	Nashville, TN	\$	81.81	Morton	46240
Pickett	2	4	Pickett County	Nashville, TN	\$	93.71	Compass	46239
Polk	2	6	Polk County	Charleston, TN	\$	85.16	Compass	46239
Putnam	2	4	Putnam County	Nashville, TN	\$	92.40	Compass	46239
Rhea	2	6	Rhea County	Knoxville, TN	\$	92.83	Compass	46239
Roane	1	3	Roane County	Knoxville, TN	\$	89.17	Compass	46239
Robertson	3	8	Roberston County	Nashville, TN	\$	74.85	Morton	46240
Rutherford	3	9	Rutherford County	Nashville, TN	\$	76.11	Morton	46240
Scott	1	3	Scott County	Knoxville, TN	\$	90.08	Compass	46239
Sequatchie	2	5	Sequatchie County	Nashville, TN	\$	95.69	Compass	46239
Sevier	1	2	Sevier County	Knoxville, TN	\$	87.77	Compass	46239
Shelby	4	12	Shelby County	Memphis, TN	\$	77.56	Compass	46239
Smith	3	7	Smith County	Nashville, TN	\$	78.41	Morton	46240
Stewart	3	8	Stewart County	Nashville, TN	\$	80.81	Morton	46240
Sullivan	1	1	Sullivan County	Knoxville, TN	\$	98.40	Compass	46239
Sumner	3	7	Sumner County	Nashville, TN	\$	76.34	Morton	46240
Tipton	4	12	Tipton County	Memphis, TN	\$	75.20	Compass	46239
Trousdale	3	7	Trousdale County	Nashville, TN	\$	78.41	Morton	46240
Unicoi	1	1	Unicoi County	Knoxville, TN	\$	96.24	Compass	46239
Union	1	2	Union County	Knoxville, TN	\$	87.77	Compass	46239
Van Buren	2	5	Van Buren County	Nashville, TN	\$	94.13	Compass	46239
Warren	2	5	Warren County	Nashville, TN	\$	91.04	Compass	46239
Washington	1	1	Washington County	Knoxville, TN	\$	96.32	Compass	46239
Wayne	3	9	Wayne County	Nashville, TN	\$	85.51	Morton	46240
Weakley	4	10	Weakley County	Metropolis, IL	\$	83.48	Compass	46239
White	2	4	White County	Nashville, TN	\$	94.13	Compass	46239
Williamson	3	7	Williamson County	Nashville, TN	\$	75.70	Morton	46240
Wilson	3	7	Wilson County	Nashville, TN	\$	77.11	Morton	46240

Erin Tucker

From: Rob Lyons
Sent: Wednesday, January 27, 2016 3:52 PM
To: City Council
Cc: Melissa Wright; Erin Tucker; Raymond Hillis
Subject: Emergency Purchase - Street Department Salt
Attachments: Consent Agenda Emergency Salt.doc; Morton Contract.pdf

Under Section 2-10 of the City Code, the City Manager is authorized to make emergency purchases and to report the purchase to the City Council within 2 working days.

Last weekend, I spoke to Street Director Raymond Hillis about the City's supply of salt following the winter storm. He advised that our supply was getting low and I asked Raymond to place an order immediately. During past winters with significant snowfall, there have been supply shortages and I wanted to be proactive realizing that communities in the northeast, Midwest and south all will be seeking to resupply their salt supplies. The safety of the City could be threatened if we did not have any salt.

As a result, Raymond was able to place the City's order, which will be funded in the Street Department.

I will also place this item on the consent agenda next week.

From: Raymond Hillis
Sent: Wednesday, January 27, 2016 1:36 PM
To: Rob Lyons <rlyons@murfreesborotn.gov>
Cc: Tracy Brown <tbrown@murfreesborotn.gov>; Jim Crumley <jcrumley@murfreesborotn.gov>; Jennifer Moody <jmoody@murfreesborotn.gov>
Subject: FW: Council Agenda Emergency Salt

Rob,

This is a revised letter from the last time we bought salt off the state contract. I know you will add the language for emergency purchase but if you need anything else let me know. Thanks,

Raymond

Mayor McFarland's approval:





PROJECT CHANGE ORDER FORM

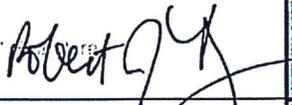
Customer Name	CITY OF MURFREESBORO	Solution ID	6118446
Bill-to	6118446 CITY OF MURFREESBORO 111 W VINE ST MURFREESBORO TN 37130 US	Ship-to	6118446 CITY OF MURFREESBORO 111 W VINE ST MURFREESBORO TN 37130 US
Customer Contact	Pam Russell	Phone	615-848-2553
		Email	prussell@murfreessorotn.gov
Payment Terms	Net 30 Days	Customer Purchase Order	
Kronos Practice	Public Sector SMB 20112	Sales Person	Herndon, David Leon
Project #	14704	Operating Unit / Currency	KRONOS US OU / USD
New Task Required	No	New Order Required	No

Project Budget Impact

Billing Role	Item	UOM	Contract Type	Previous Order #	Qty Minus Decreases Rate	Rate	Ext Amount
Project Manager	9990002-MID	HR	Estimate		5	\$170.00	\$850.00
Application Consultant	9990002-MID	HR	Estimate		45	\$170.00	\$7,650.00
Totals					50.00		\$8,500.00

Amounts exclude tax

Authorization Signatures

(I authorize the change to the Kronos Project Budget, as described above, and I authorize Kronos to invoice for the amount applicable.)			
Customer Project Manager		Date	1/27/16
Kronos Representative	Signature 	Date	15-Jan-2016

Erin Tucker

From: Rob Lyons
Sent: Wednesday, January 27, 2016 4:07 PM
To: City Council
Cc: Melissa Wright; Erin Tucker; Glen Godwin
Subject: Emergency Purchase - Kronos

Under Section 2-10 of the City Code, the City Manager is authorized to make emergency purchases and to report the purchase to the City Council within 2 working days.

Due to an anticipated volume of work, I have authorized a contract amendment, in the amount of \$8,500, with Kronos for additional technical assistance. The City's go-live date is February 4 and the number of hours available to the City had been depleted. The City required some programming changes for go-live that did not have available hours in the existing Kronos contract. One of the programming changes was requested by departmental personnel that we believe will be a helpful addition.

This contract amendment and cost increase of \$8,500 will be on the February 4 consent agenda.



January 12, 2016

Dear Mayor McFarland and City Council,

Read To Succeed requests permission to hang a banner across East Main Street for the following dates: January 31 – February 10, 2017. The banner will promote our annual *Unplug and Read!* event to take place during the entire month of February. *Unplug and Read!* is a community wide initiative encouraging adults, children, and families to unplug from television, computers, phones and video games to enjoy the pleasure and benefits of reading.

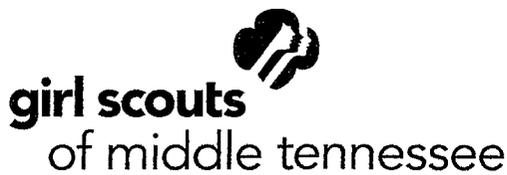
Thank you for your consideration of this request.

Sincerely,

Lisa Mitchell
Executive Director
615-738-7323
lisamitchell@readtosucceed.org

READ TO SUCCEED · P.O. Box 12161 · Murfreesboro, TN 37129

Read To Succeed, the community literacy collaborative in Rutherford County, will promote reading, with an emphasis on family literacy. This non-profit initiative supports literacy programs and fosters awareness of the importance of reading. For a complete listing of Council members or information, visit www.readtosucceed.org.



Girl Scouts of Middle Tennessee
4522 Granny White Pike
Nashville, TN 37204
(615) 383-0490
(615) 395-5318
gsmidtn.org

Board of Directors:
Helena Yarbrough
Board Chair

Kathy Hansen
First Vice Chair

Sharon Roberson
Second Vice Chair

John H. Bailey
Secretary

Sallie B. Bailey
Treasurer

Agenia Clark
President/CEO

Members at Large:

Ron Corbin
John Crosslin
Jeanine Denney
Anita Elliott
Lisa Fox
Tina Garcia
LeShane Greenhill
Regina Hambrick
ReVonda Hawkins
Beverly Horner
Kellie Keyes
Elizabeth LaRoche
Sandra Lipman
Cheryl Mason
Stephanie McDaniel
Betty Price
Vicki Smith
Tony Thompson
Laura Tidwell
Erin Tomlinson
Laura Anne Turner

Dawn Rhodes
2690 Memorial Blvd. Suite C1
Murfreesboro, TN 37129
Regional Executive
Girl Scouts of Middle Tennessee

January 18, 2016

Mayors Office
111 W. Vine Street
Murfreesboro, TN 37130

Dear City Council Members,

I have contacted Georgia Meshotto requesting to hang a banner over Main Street for a recruitment event for the dates of August 12-22 2016. I have been informed by Georgia Meshotto those dates are available along with the specifics and the Girl Scouts of Middle Tennessee is seeking your approval.

We look forward to building the community full of girls with confidence, courage and character. Please don't hesitate to contact me for any needs the community it seeking.

Thank you for the opportunity and if you may have any questions you may contact me Dawn Rhodes, Regional Executive Girl Scouts of Middle Tennessee 615.690.7057 or drhodes@gsmidtn.org.

Sincerely,

A handwritten signature in cursive script that reads "Dawn Rhodes".

Dawn Rhodes
Regional Executive Girl Scouts of Middle Tennessee

January 7, 2016

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, January 7, 2016, 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
Ron Washington
Doug Young

Council Member Madelyn Scales Harris was absent and excused from this meeting.

The following representatives of the City were also present:

Robert J. Lyons, City Manager
James Crumley, Assistant City Manager
Jennifer Moody, Assistant City Manager
Melissa Wright, City Recorder/
Finance Director/City Treasurer
David Ives, City Attorney
Craig Tindall, Special Counsel
Matthew Blomeley, Principal Planner
Margaret Ann Green, Principal Planner
Robert Lewis, Planner
Gary Whitaker, Building & Codes Director
Interim Planning Director
Amelia Kerr, Sign Administrator
Sam Huddleston, Environmental Engineer
Georgia A. Meshotto, Administrative Aide II

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

Mayor McFarland commented on the success of the first Better Boro 5K Run on New Year's Day and announced that City League Basketball begins this Saturday, January 9th. Mr. Smotherman reminded everyone of the Polar Bear Plunge event this Saturday as well.

The Consent Agenda was presented to the Council for approval:

- 1) Letter of recommendations from the Senior Center Commission:
 - A. Amendment No. 1 to Options Contract 2016-02.
 - B. CharityTracker-Memorandum of Understanding (MOU) United Way of Rutherford & Cannon Counties Network.
 - C. Alzheimer's Association Agreement.
- 2) Letter of recommendations from the Transportation Director: Purchase of vehicle for Transportation Department.
- 3) Letter from City Recorder/Finance Director: Acknowledgment of receipt of City Manager's approved Budget Amendment for Fiscal Year 2016.
- 4) Letter of recommendations from the Communications Director: Purchase of equipment, installation, integration, commissioning, training, and support services for a high definition television system through use of Competitive Sealed Proposal Method of Procurement.
- 5) Letter of recommendations from the Community Development Director: Housing Rehabilitation Change Order No. 2 to Contract for 510 S. Highland Avenue.
- 6) Letter of recommendations from the Parks & Recreation Commission:
 - A. Replacement of fence at Patterson Park.
 - B. Change Order No. 3 for Barfield Crescent Park improvements.

7) Letter of recommendations from the City Engineer: Proposal for preliminary Civil Engineering Services (Jones Boulevard).

8) Letter of recommendations from the Fire & Rescue Chief: Firefighters Grant Application.

9) Letter of recommendations from the Water & Sewer Board:

- A. Automated Refrigerated Samplers.
- B. Miscellaneous Allowance & Change Order No. 1 for NW Broad Street Pump Station Replacements.
- C. Contingency Allowance Allocations for Sinking Creek WWTP Phase 4D.
- D. Uniform Renewal.
- E. Standby Power Generator Install Project at Auxiliary Raw Water Intake.
- F. Pump Station No. 28 (VA Station) Pump Replacements, John Bouchard & Sons Task Order 15-07.
- G. Water Meter Right-Sizing as part of AMI Project.

10) Letter of recommendations from the City Attorney: Acquisition of 204 West Vine Street.

11) Request to hang a banner across East Main Street: St. Rose of Lima School "Feast 5K & Fun Run": September 19-27, 2016.

(Insert letters from the Senior Center Commission, Transportation Director, City Recorder/ Finance Director, Communications Director, Community Development Director, Parks & Recreation Commission, City Engineer, Fire & Rescue Chief, Water & Sewer Board and City Attorney here.)

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

Mayor McFarland took a moment to thank staff for the outstanding retirement reception held for Police Chief Glenn Chrisman. It was attended by every law enforcement official from several counties who presented mementos in recognition of his service.

Mr. LaLance made a motion to approve the minutes as written and presented for the regular meeting held on November 19, 2015; special meeting held on December 3, 2015; and regular meetings held on December 3, 2015 and December 10, 2015. Vice-Mayor Young seconded the motion and all members of the Council present voted "Aye".

An ordinance, entitled "ORDINANCE 15-O-57 amending Murfreesboro City Code, Chapter 25¼-Signs, Sections 25¼-2, 25¼-23, 25¼-25 and 25¼-29, regarding exempt signs, temporary signs, and certain non-conforming signs [2015-803]," which passed first reading on December 3, 2015 and second reading on December 10, 2015, was read to the Council and offered for passage on third and final reading upon motion made by Mr. LaLance, seconded by Vice-Mayor Young. Upon roll call said ordinance was passed on third and final reading by the following vote:

Aye: Rick LaLance
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: Bill Shacklett

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

(Insert ORDINANCE 15-O-57 here).

An ordinance, entitled "ORDINANCE 15-OZ-63 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 12.6 acres along Osborne Lane as Single-Family Residential Twelve (RS-12) District; Stuart Conway, applicant [2015-423]," which passed first reading on December 10, 2015, was read to the Council and offered for passage on second reading upon motion made by Mr. Washington, seconded by Mr. LaLance. Upon roll call said ordinance was passed on second reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

An ordinance, entitled "ORDINANCE 15-O-67 amending the 2015-2016 Budget (3rd amendment)," which passed first reading on December 10, 2015, was read to the Council and offered for passage on second reading upon motion made by Vice-Mayor Young, seconded by Mr. LaLance. Upon roll call said ordinance was passed on second reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

Mayor McFarland announced that the next item on the agenda is to conduct public hearings, pursuant to RESOLUTION 15-R-PH-65 adopted by the City Council on November 19, 2015, to consider (1) Adoption of a Plan of Services, (2) annexation and (3) zoning for approximately 70.1 acres located along Blackman Road [2015-508 & 2015-427]. Notice of said public hearings were published in the December 21, 2015 issue of a local newspaper as follows:

(Insert notice here.)

Ms. Margaret Ann Green, Principal Planner, presented the Plan of Services and annexation petition for approximately 53 acres located along Blackman Road, SR 840 and Manson Pike. The property is undeveloped, contiguous with the current City Limits along its southern and eastern property lines, within the City's Urban Growth Boundary and it only has access to Blackman Road. Rights-of-way for Blackman Road, SR 840 and Manson Pike are included as additional study areas with this annexation for a combined total of 70.1

acres. Most of the City's services can be provided upon the effective date of annexation with the exception of sanitary sewer which is not currently within 250' of subject property at this time but would become available upon development of the single family subdivision to the east. A companion zoning request will be considered in the next agenda item. The Planning Commission conducted a public hearing after which they unanimously recommended approval of the annexation and Plan of Services for subject property. The applicant's representative, Mr. Clyde Rountree, was present. The City Attorney clarified that there would be one public hearing on the request for annexation and Plan of Services and one public hearing for the request on zoning. There were no questions or comments from the Council at this time.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed annexation and Plan of Services for an area located along Blackman Road do so at this time. There was no one present who wished to speak for or against the proposed annexation and Plan of Services and, after ample time had been given, Mayor McFarland declared the public hearing closed.

The following RESOLUTION 15-R-PS-65 was read to the Council and offered for adoption upon motion made by Vice-Mayor Young, seconded by Mr. Shacklett. Upon roll call said resolution was adopted by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

(Insert RESOLUTION 15-R-PS-65 here to adopt a Plan of Services for approximately 70.1 acres along Blackman Road [2015-508]; Benjamin Sikes & Thomas Meadow, applicants.)

The following RESOLUTION 15-R-A-65 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Vice-Mayor Young. Upon roll call said resolution was adopted by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

(Insert RESOLUTION 15-R-A-65 here to annex approximately 70.1 acres along Blackman Road, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee [2015-508]; Benjamin Sikes and Thomas Meadow, applicants.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing on zoning of approximately 53 acres located along Blackman Road with approximately 42.8 acres zoned Highway Commercial (CH) District and approximately 10.4 acres zoned Commercial Fringe (CF) District, simultaneous with annexation [2015-427]; Benjamin Sikes & Thomas Meadow, applicants.

Ms. Margaret Ann Green, Principal Planner, presented the zoning request for subject property which is similar to the contiguous property to the south. Property to the east is zoned Single-Family Residential Twelve (RS-12) District, and it is a developing single family subdivision. There are not any specific development plans at this time; however, the applicants feel the property has potential to develop with commercial uses. The requested zoning is consistent with the General Development Plan for Blackman Community that specifically designates development of this area as an office/distribution classification which would capitalize on the accessibility and visibility from SR 840. The Commercial Fringe strip mimics the zoning to the south thereby extending a separation from the Highway Commercial all the way up to Manson Pike. The Planning Commission conducted a public hearing after which they unanimously recommended approval of this request. The applicant's representative, Mr. Clyde Rountree, was present. There were no questions or comments from Council at this time.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed zoning of approximately 53 acres along Blackman Road to Highway Commercial (CH) District and Commercial Fringe (CF) District do so at this time. There was no one 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 15-OZ-65 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 53 acres along Blackman Road as Highway Commercial (CH) District (approximately 42.8 acres) and Commercial Fringe (CF) District (approximately 10.4 acres); Benjamin Sikes and Thomas Meadow, applicants [2015-427]," was read to the Council and offered for passage on first reading upon motion made by Mr. Smotherman, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 15-R-PH-69 adopted by the City Council on December 10, 2015, to consider rezoning approximately 3.9 acres located along Otter Trail from Residential Zero Lot-Line (RZ) District to Residential Multi-Family Sixteen (RM-16) District (approximately 2.1 acres) and from Residential Multi-Family Sixteen (RM-16) District to Residential Zero Lot-Line (RZ) District (approximately 1.8 acres); Swanson Development, applicant [2015-428]. Notice of said public hearing was published in the December 21, 2015 issue of a local newspaper as follows:

(Insert notice here.)

Ms. Margaret Ann Green, Principal Planner, presented the rezoning request for subject property located south of Jack Byrnes Drive and west of Otter Trail across from Overall Creek Elementary School. She noted that the City Council/Planning Commission formulated zonings that would be appropriate for this property when it was annexed. Since that time, the Swanson family has designed a Master Development Plan and found that Residential Multi-Family Sixteen (RM-16) District would fit better into their plan and could result in an increased density of approximately six dwelling units as well as a density bonus if the appropriate amenities are provided as defined by the Zoning Ordinance. Representatives of the applicants were present. The Planning Commission conducted a public hearing after which they voted to recommend approval of this request. There were no questions or comments from the Council at this time.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning of approximately 3.9 acres located along Otter Trail from Residential Zero Lot-Line (RZ) District to Residential Multi-Family Sixteen (RM-16) District (approximately 2.1 acres) and from Residential Multi-Family Sixteen (RM-16) District to Residential Zero Lot-Line (RZ) District (approximately 1.8 acres) do so at this time. There was no one present who wished to speak for or against the proposed rezoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 15-OZ-69 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 3.9 acres along Otter Trail from Residential Zero Lot-Line (RZ) District to Residential Multi-Family Sixteen (RM-16) District (approximately 2.1 acres) and from Residential Multi-Family Sixteen (RM-16) District to Residential Zero Lot-Line (RZ) District (approximately 1.8 acres); Swanson Development, applicant [2015-

428],” was read to the Council and offered for passage on first reading upon motion made by Mr. Shacklett, seconded by Mr. Washington. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 15-R-PH-66 adopted by the City Council on November 19, 2015, to consider (1) adoption of a Plan of Services and (2) annexation for approximately 5.96 acres located along Foxfire Court [2015-507]. Notice of said public hearing was published in the December 21, 2015 issue of a local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Principal Planner, described the property to be mostly undeveloped with the exception of one single family residence located at the southeast corner of the property. Foxfire Court is a County subdivision located to the west of John R. Rice Boulevard; to the east of Fortress Boulevard; and directly to the south and west of existing single family residential subdivisions in the County. The single family residence has access off of Foxfire Court and also has access to the public right-of-way on Maya Drive which stubs into subject property from the west. Maya Drive is a City street located in The Preserve at Indian Creek Subdivision. The applicant has no intentions to develop the property but submitted a petition for annexation into the City in order to benefit from City services as well as tie a driveway into Maya Drive. After surveying the various departments, it was determined that there would be some issues with the City’s rolling services of police, fire, and solid waste since there are no other homes on Foxfire Court in the City Limits. The Police, Fire & Rescue and Solid Waste Departments had issues with the property in its current state and recommended certain conditions be met in order for it to be annexed. The Planning Commission’s recommendation for approval of this annexation includes the following conditions: 1) a new driveway must be established off of Maya Drive; 2) the new driveway off of Maya Drive must be a minimum of 15’ in width; 3) the new driveway must be of sufficient construction to support a fire apparatus and a cross-section demonstrating this and include a seal by a civil engineer submitted to the City Engineering Department for review and approval prior to construction; and 4) the address of the subject property shall be changed to a Maya Drive address. These conditions were communicated to Ms. Smith, applicant and property owner, prior to the Planning Commission public hearing, and she

understands what is being required by the City departments. If the City Council looks favorably upon this annexation, the Planning Department and Legal Department would respectfully request that the City Council defer action on the Plan of Services and annexation petition until evidence has been provided that all four conditions have been met or simply deny the request. The property is contiguous with the existing City Limits and within the City's Urban Growth Boundary. If annexed, it would come into the City with an interim classification of Single-Family Residential Fifteen (RS-15) District. Mr. Blomeley addressed questions and comments 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 of approximately 5.96 acres located along Foxfire Court do so at this time. There was no one present who wished to speak for or against the proposed request and, after ample time had been given, Mayor McFarland declared the public hearing closed.

The following RESOLUTION 15-R-PS-66 to adopt a Plan of Services for approximately 5.96 acres along Foxfire Court; Linda Smith, applicant [2015-507], was read to the Council and offered for adoption.

Ms. Linda Smith was called upon to explain why she wanted her property annexed and did she have plans for development. She explained that her property is in the corner that has no access to Fortress Boulevard. There is a Wal-Mart, Camino Real, Sonic, public storage, etc., and she would like to have access to that area. She has no plans to develop the property herself but indicated it is more land than she needs.

Mr. Smotherman made a motion to defer RESOLUTION 15-R-PS-66 to adopt a Plan of Services and RESOLUTION 15-R-A-66 to annex approximately 5.96 acres along Foxfire Court until such time as the requirements are met. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 15-R-PH-68 adopted by the City Council on December 10, 2015, to consider a proposed amendment to approximately 91.5 acres in the Planned Residential Development (PRD) District located along Veterans Parkway (Sheffield Park PRD); Beazer Homes, applicant [2015-426]. Notice of said public hearing was published in the December 21, 2015 issue of a local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Principal Planner, described subject property located along the south side of Veterans Parkway, just to the south of the intersection of St. Andrews Drive and Veterans Parkway and just to the east of Armstrong Valley Road. Sheffield Park

was originally zoned as a PRD in 2006 under the name of Brookside/Murfreesboro Station PRD. In 2013, Beazer Homes acquired the development and renamed it Sheffield Park and amended some of the PRD requirements to fit its development program. The applicants have since run into some environmental concerns, specifically wetlands, which have made them re-evaluate the plan. The original planned development was approved for a lot yield of 236 which will remain the same as well as the minimum lot sizes of 8-10-12-15,000 square feet; however, the number of lots in each category will change with this amendment. A concern at Planning Commission was that the 8,000 square foot lots had a reduced setback of 25' and increasing the number of lots meant there would be more homes with shorter driveways and less off-street parking available. The request was deferred to give the applicants time to modify the plan and bring it back to the Planning Commission for review. The modifications resulted in a net increase of 11 lots with 35' setbacks in the plan adopted in 2013. This plan has more off-street parking provided than the existing plan based on the work of the applicant and his design team to identify opportunities to provide off-street parking. Increasing the number of 8,000 square foot lots appears to be consistent with the surrounding developments. The Planning Commission unanimously recommended approval with the modifications made to the plan. Mr. Blomeley addressed questions from the Council. Mr. Rob Molchan, SEC, Inc., gave a power point presentation on the specifics of the project noting modifications to the plan being size of lots, roadway structure and more open space as a result of the wetlands along the southeast quadrant of the property. Mr. Matt Taylor, SEC, Inc., addressed questions regarding the wetlands. Mr. Toby Tobias, developer, addressed comments regarding future amendments to this PRD and assured they are satisfied with the development at this point and have no plans to come back with future amendments.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed amendment to approximately 91.5 acres in the Sheffield Park PRD located along Veterans Parkway do so at this time. 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.

An ordinance, entitled "ORDINANCE 15-OZ-68 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 91.5 acres in the Planned Residential Development (PRD) District located along Veterans Parkway (Sheffield Park PRD); Beazer Homes, applicant [2015-426]," was read to the Council and offered for passage on first reading upon motion made by Mr. Smotherman, seconded by Vice-Mayor Young. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 15-R-PH-70 adopted by the City Council on December 10, 2015, to consider an amendment to approximately 22.5 acres in the Planned Residential Development (PRD) District located east of Cason Lane (Three Rivers PRD); Green Trails, LLC, applicant [2015-430]. Notice of said public hearing was published in the December 21, 2015 issue of a local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Principal Planner, said the portion of the PRD in question, The Gardens, was a 33-acre element of the PRD which called for a development of 194 single family detached lots. The 22.51 acres in question is approved for 142 single family detached lots. The proposed lots were to have dimensions of 45' x 130' and a minimum lot size of 4,550 square feet. The lots fronting on Cason Lane are part of The Gardens of Three Rivers, but they are not included in this PRD amendment. Most of those homes have already been built. The amendment decreases the density in this 22.51 acres, but they are proposing two different housing types than the single family detached product which was originally proposed in 2003. There are 73 cottage units which will be a minimum of 1300 square feet and a villa housing product which will consist of 54 units with a minimum 1400 square feet. The applicant has addressed off-street parking in this amendment by a condition upon the zoning as well as a restriction placed that garages can only be used for vehicular parking enforced by the Planning Department as part of the PRD and the Homeowners Association as it would be a restriction on the property. In addition, there will be 60 guest parking spaces to mitigate the shorter driveways. This will be an age-targeted product of age 55 and up so that the number of vehicles per household would be expected to be lower than a typical single family detached home. Mr. Matt Taylor, SEC, Inc., gave a power point presentation on the amendments to Three Rivers PRD. There were no questions or comments from the Council at this time.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed amendments to the Three Rivers PRD located east of Cason Lane do so at this time.

Ms. Susan Erickson, 2023 Ivy Glenn Drive, owns 2.8 acres at the end of the cul-de-sacs of the development which backs up and is adjacent to her property. She addressed

zoning classifications of developments getting smaller and entrances onto Barfield and HWY 99 increasing traffic on these two-lane roads. She questioned if a villa was one big building.

Ms. Brook Scott, 2451 Cason Lane, opposed this proposal as it is targeted toward the older community which changes the environment and culture of the neighborhood and puts an additional strain on the family.

There were no others 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. LaLance opposed fee simple lots because they can be turned around and leased which was the concern addressed in the public hearing with changing neighborhoods and what was represented to her when she bought her house. Mr. Matt Taylor addressed questions heard in the public hearing as well as from staff and Council.

An ordinance, entitled "ORDINANCE 15-OZ-70 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 22.5 acres in the Planned Residential Development (PRD) District located east of Cason Lane (Three River PRD) as indicated on the attached map; Green Trails, LLC, applicant [2015-430]," was read to the Council and offered for passage on first reading upon motion made by Vice-Mayor Young, seconded by Mr. Washington. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: Rick LaLance

The City Recorder/Finance Director presented the following letter from the City Schools Finance and Administrative Services Director:

(Insert letter dated December 11, 2015 here with regards to Fiscal Year 2016 Budget Amendments.)

The following RESOLUTION 16-R-01 was read to the Council and offered for adoption upon motion made by Mr. Washington, seconded by Vice-Mayor Young. Upon roll call said resolution was adopted by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

(Insert RESOLUTION 16-R-01 here amending 2015-2016 budgets for the Murfreesboro City Schools (1st amendment).

The following letter of recommendations from the Parks & Recreation Director was presented to the Council:

(Insert letter dated January 7, 2016 here with regards to amendment to Contract with MTSU and MTSU Foundation for usage of the Adams Tennis Complex.)

The Parks & Recreation Director outlined the amendments made to the contract with MTSU and MTSU Foundation and answered questions from the Council.

Mr. LaLance made a motion to accept the recommendation of the Parks & Recreation Director to approve amendments to the Contract with MTSU and MTSU Foundation for usage of the Adams Tennis Complex pending review and approval of the Legal Department. Vice-Mayor Young seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated January 4, 2016 here with regards to proposed acquisition of 1 East College Street from Franklin Synergy Bank, former First United Methodist Church.)

The City Manager gave a power point presentation and discussed the advantages of acquiring the property. There was a consensus of Council that the church was of significant historical value and presence in the community and purchasing the property would provide opportunities to address some of the present needs of the City such as a library, auditorium as well as another parking garage. It was felt an outside investment in the downtown area was very much needed and, through programs like Tax Increment Financing (TIF), outside funding can assist the City and County with investments to accomplish development and infrastructure. Mr. LaLance opposed any type of development with apartments as well as stripping and reselling the property. The City Manager made the Council aware that Franklin Synergy Bank was requesting to lease space until the branch in the Gateway area is constructed; however, the Council did not feel it would be appropriate for the City to enter into any agreements with anyone at this time.

Mr. Shacklett made a motion to accept the recommendation of the City Manager for acquisition of 1 East College Street from Franklin Synergy Bank for \$1.55 Million. Mr. Washington seconded the motion and all members of the Council present voted "Aye".

The City Recorder/Finance Director presented Beer Permit Applications for Thompson Tobacco and Beer, 2122 N. Thompson Lane, Suite E (ownership change); Jefferson's, 1916 E. Main Street (ownership change); Wal-Mart Store #5148, 1153 Fortress Boulevard (new location); and Wal-Mart Store #5182, 2478 New Salem Highway (new location). She requested approval of these applications pending successful completion of all required building and codes inspections.

Vice-Mayor Young made a motion to approve Beer Permits for Thompson Tobacco and Beer, Jefferson's, Wal-Mart Store #5148, and Wal-Mart Store #5182 upon successful completion of all building and codes requirements. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

Mayor McFarland presented appointments for consideration at a future Council meeting for the Murfreesboro Art Committee and Rutherford County Wayfinding Program.

The following statement was presented to the Council with the recommendation of the City Manager and City Recorder/Finance Director its payment be approved:

From Airport Fund:

Eastern Aviation Fuels, Inc. \$ 106,783.96

Mr. Smotherman made a motion to approve payment of the statement as recommended by the City Manager and City Recorder/Finance Director. Vice-Mayor Young seconded the motion and all members of the Council present voted "Aye".

There being no further business, Mayor McFarland adjourned this meeting at 9:35 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

January 14, 2016

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Council Chambers at City Hall at 5:00 p.m. on Thursday, January 14, 2016, 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
Ron Washington
Doug Young

Council Member Madelyn Scales Harris was absent and excused from this meeting.

The following representatives of the City were also present:

Robert J. Lyons, City Manager
James Crumley, Assistant City Manager
Jennifer Moody, Assistant City Manager
David Ives, City Attorney
Craig Tindall, City Attorney
Melissa Wright, City Recorder/City Treasurer/
Finance Director
Lanny Goodwin, Parks & Recreation Director
Angela Jackson, Assistant Parks & Recreation Director
Thomas Laird, Parks & Recreation Athletics Superintendent
Nate Williams, Parks & Recreation Superintendent
Georgia A. Meshotto, Administrative Assistant
City Council/City Recorder

This special meeting was held to hear an update from Parks & Recreation staff on the West Park project. Mr. Lanny Goodwin, Parks & Recreation Director, summarized the outcome of an assessment of the City's recreational needs being way below capacity in terms of national standards for additional park space and amenities. The user history of the parks and facilities is beyond capacity resulting in higher maintenance costs, extensive renovations and difficult to provide services. According to the 2014 Census population of 188,676, the City is 28 fields short of meeting the National Recreation and Parks Association Standards for softball/baseball fields and will be 71 fields short of the standard in the 2035 Comprehensive Plan. He noted that 30-40% participation in the park system comes from the County which makes the service population for the parks 160-170,000 people.

Mr. David Coode, Kimley-Horn & Associates, and his team were selected to begin seeking out land in the western portion of the City and evaluate it according to the criteria set forth by the Parks & Recreation staff as well as input from the community. A "Request for Proposal" was released in November 2013 to all property owners within the general area of HWY 99 and HWY 96 which resulted in a response from nineteen people. An evaluation criteria and point structure were created to address access to the existing transportation system; access to utilities; site develop ability; financial benefits and other intangibles; and size and shape of parcel. Four of the parcels met the criteria and all of the guidelines that would serve the purpose for Murfreesboro. The preferred parcel of 522 acres located off of

HWY 96 provides the ability to allow various uses in this location; it is located in the center of the heart of the desired acquisition which would be most appropriate for the regional park itself; it is suitable for athletic fields but also has some terrain that would allow other opportunities within a park itself; it allows both active participation sports fields as well as passive open space for venues such as 4th of July; there is great access to HWY 96; and it would allow the City to plan now and build out in the future. The second parcel consists of 336 acres located close to HWY 99 and Veterans Parkway and near a fire station. It is a good parcel but located outside of the general proximity of the area they are looking for. The third parcel consists of 111 acres located on HWY 96 which is a good strong location that would serve present day needs, but it is landlocked with no future potential for expansion. The fourth parcel is located to the very north with 237 acres for which multiple smaller parcels had to be combined, mostly flat, and sinkholes are in that area.

Mr. Thomas Laird, Parks and Recreation Athletics Superintendent, reported on the significant demand for baseball, softball and multi-sport turf fields. Because the City's inventory of fields has shrunk over the past decade, the request for fields has significantly increased, and the Parks & Recreation Department's Athletics Division has been forced to limit participation in some sports along with the 12 different organizations that partner with the City to provide recreational and competitive sports. Lacrosse, ultimate frisbee, and cricket are quickly growing in this area as well. He pointed out the tireless efforts of staff to coordinate enough space for games and some practices; however, due to extraordinary lack of space, there is little room for practice. The available field space for tournaments and competitions is extremely limited as well. Leagues work well with staff to adjust schedules and utilize facilities at non-peak times so that the City can host some of the best tournaments in the State and region such as Spring Fling, Tennessee Cup, BPA World Series and Summer Exposure Softball Tournament all of which impacts the local economy. As these events continue to grow, they now require usage of facilities outside of the City in order to meet the demands.

Mr. Nate Williams reported on the recreational needs outside of athletics. Amenities such as rentable shelters has increased significantly, and there is an increasing number of organizations that utilize the parks for festivals, events and fund raisers. There are dozens of these requests turned down yearly because of lack of space. The addition of a park in west Murfreesboro could include the potential for a 5K track, concert area, multi-purpose green space, and provide great opportunities for internal programming such as arts, music, special events and wellness. The area of programming that stands to benefit the most is outdoor recreation with the addition of natural areas such as hiking trails, natural play

spaces, and outdoor classrooms with potential indoor programming space. It represents a huge, very much in demand program that will be sustainable for years and also help host more events that really contribute locally.

Mr. Jim Crumley, Assistant City Manager, reported on the 2035 Plan including neighborhood parks of one or two acres as well as a regional park. The neighborhood parks cannot address the needs for athletic fields but rather more for passive park needs such as playgrounds and small shelters whereas the regional park would address the need for athletic fields and other amenities. In both instances, land is needed. The planning process and development of a regional park could be five or more years to develop out and be ready for whatever comes down the road.

Council concurred that there is a need for more athletic fields and additional amenities that would enhance the community, some of which are not offered presently. The matter of residents outside of the City Limits constituting a large number of the participants and not being charged a different fee was addressed. It was also discussed that a regional park being located on the larger parcel on HWY 96 could constitute a traffic nightmare whereas several smaller parcels of 100 acres or less would be a way to divide up the recreational uses. Consideration of the Jordan Farm and existing school sites would provide additional practice fields. With the growing population on the west side of Murfreesboro, there is a need for another school, and there could be the possibility of partnering with the school system to utilize one of the large parcels for that purpose and recreational needs. Staff was asked to study the four possible sites and bring back some ideas for Council to consider.

Staff concurred with the request and would come back in 30 days with some different options for Council to consider.

There being no further business, Mayor McFarland adjourned this meeting at 6:20 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

January 14, 2016

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, January 14, 2016, 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
Ron Washington
Doug Young

Madelyn Scales Harris was absent and excused from this meeting.

The following representatives of the City were also present:

Robert J. Lyons, City Manager
James Crumley, Assistant City Manager
Jennifer Moody, Assistant City Manager
Melissa Wright, City Recorder/
Finance Director/City Treasurer
David Ives, City Attorney
Craig Tindall, Special Counsel
Matthew Blomeley, Principal Planner
Margaret Ann Green, Principal Planner
Robert Lewis, Planner
Dana Richardson, Transportation Director
Gary Whitaker, Building & Codes Director
Interim Planning Director
Lanny Goodwin, Parks & Recreation Director
Chad Gehrke, Airport Manager
Georgia A. Meshotto, Administrative Aide II

Council Member Bill Shacklett recognized Pastor James McCarroll from First Baptist Church who commenced the meeting with a prayer followed by the Pledge of Allegiance.

Pastor McCarroll spoke on the events being held at MTSU on Saturday, January 16, 2016, and the march on Monday, January 18, 2016, to commemorate the legacy of Dr. Martin Luther King, Jr.

Mayor McFarland commented on a write-up in the local newspaper regarding Council Member Madelyn Scales Harris' health and recovery. He looked forward to her return soon.

The City Manager recognized Mr. Eric Cook who was recently promoted to the rank of Assistant Police Chief. He has been employed with the City for 29 years and recently served as Major of the Criminal Investigations Division. The City Manager noted that Eric's father had a distinguished career in law enforcement with the City and Highway Patrol. Mr. Cook expressed appreciation for the opportunity to serve in this capacity.

Mayor McFarland recognized Leadership Rutherford participants who were present.

Mayor McFarland commented on the reception held this date to celebrate the retirement of Mr. Dana Richardson, Transportation Director. Mr. Richardson recognized his wife and youngest daughter who were present. He expressed appreciation and thanks to his staff in the Transportation Department for their services as well as the City Manager for his leadership and the opportunities he had provided for him and his family. The Mayor and

Council were also thanked for their civility they exhibit which begets stability and stability is the foundation of which success can be accomplished from the employees of this City and everyone else. Mayor McFarland said the hand prints in this community are a testament to Mr. Richardson's diligent work and leadership in fostering partnerships to accomplish what the City has as far as transportation, convenience and quality of life for the residents.

Mr. Richardson recognized Commissioner John Shroer with Tennessee Department of Transportation who reported on transportation needs in Murfreesboro/Rutherford County and the funding crisis that exists to address backlog projects and new projects. Commissioner Shroer emphasized the immediate need to voice support for long-term sustainable funding to address the importance of transportation in this community either by resolution or calling legislators and the governor. He expressed his appreciation for the relationship between TDOT and the City. Murfreesboro is a critical piece to Middle Tennessee which is recognized from the governor on down. He felt Mr. Richardson has represented the City of Murfreesboro very well, and the partnership between the City and Tennessee Department of Transportation is in great shape and left in good hands for which they will continue in that relationship. Other Tennessee Department of Transportation representatives present included Director and Assistant Chief of Region 3; Director of Region 3 Project Development; Representative from Communications Department; and Legislative Services Director.

The Consent Agenda was presented to the Council for approval:

- 1) Letter of recommendations from the Parks & Recreation Director:
 - A. Storybook Cooking.
 - B. NatureScapes and Wildlife Portraits.
 - C. Nature Journaling.
 - D. Overnight use of Cannonsburgh by Blacksmiths Association.
- 2) Letter of recommendations from the Fleet Services Director: Integrated Supply Agreement with Genuine Parts Company/NAPA.
- 3) Letter of recommendations from the Assistant Transportation Director: Contract 755307-S3-020 with TDOT for State Match Capital Funds.
- 4) Request to hang a banner across E. Main Street: "Reading in the Schools Day", August 2-12, 2016.

(Insert letters from the Parks & Recreation Director, Fleet Services Director and Assistant Transportation Director here.)

Mr. LaLance made a motion to approve the Consent Agenda in its entirety. Vice-Mayor Young seconded the motion and all members of the Council present voted "Aye".

Vice-Mayor Young made a motion to approve the minutes as written and presented for the special meetings held on January 7, 2016 (City Manager Evaluation) and January 7, 2016 (Public Comment). Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

An ordinance, entitled "ORDINANCE 15-OZ-63 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 12.6 acres along Osborne Lane as Single-Family Residential Twelve (RS-12) District; Stuart Conway, applicant [2015-423]," which passed first reading on December 10, 2015 and second reading on January 7, 2016, was read to the Council and offered for passage on third and final reading upon motion made by Mr. Washington, seconded by Vice-Mayor Young. Upon roll call said ordinance was passed on third and final reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

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

(Insert ORDINANCE 15-OZ-63 here.)

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

(Insert letter dated January 11, 2016 here regarding
ORDINANCE 15-O-67, revised Exhibit A.)

Mr. Smotherman made a motion to accept the recommendation of the City Recorder/Finance Director to amend Exhibit A in ORDINANCE 15-O-67. Vice-Mayor Young seconded the motion and all members of the Council present voted "Aye".

An ordinance, entitled "ORDINANCE 15-O-67 amending the 2015-2016 Budget (3rd amendment)," which passed first reading on December 10, 2015 and second reading on January 7, 2016, was read to the Council and offered for passage on third and final reading, as amended, upon motion made by Mr. Smotherman, seconded by Mr. LaLance. Upon roll call said ordinance was passed on third and final reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

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

(Insert ORDINANCE 15-O-67 here.)

An ordinance, entitled "ORDINANCE 15-OZ-65 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 53 acres along Blackman Road as Highway

Commercial (CH) District (approximately 42.8 acres) and Commercial Fringe (CF) District (approximately 10.4 acres); Benjamin Sikes and Thomas Meadow, applicants [2015-427],” which passed first reading on January 7, 2016, was read to the Council and offered for passage on second reading upon motion made by Mr. Shacklett, seconded by Vice-Mayor Young. Upon roll call said ordinance was passed on second reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

An ordinance, entitled “ORDINANCE 15-OZ-68 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 91.5 acres in the Planned Residential Development (PRD) District located along Veterans Parkway (Sheffield Park PRD); Beazer Homes, applicant [2015-426],” which passed first reading on January 7, 2016, was read to the Council and offered for passage on second reading upon motion made by Mr. Smotherman, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on second reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

An ordinance, entitled “ORDINANCE 15-OZ-69 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 3.9 acres along Otter Trail from Residential Zero Lot-Line (RZ) District to Residential Multi-Family Sixteen (RM-16) District (approximately 2.1 acres) and from Residential Multi-Family Sixteen (RM-16) District to Residential Zero Lot-Line (RZ) District (approximately 1.8 acres); Swanson Development, applicant [2015-428],” which passed first reading on January 7, 2016, was read to the Council and offered for passage on second reading upon motion made by Mr. Washington, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on second reading by the following vote:

Aye: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

An ordinance, entitled "ORDINANCE 15-OZ-70 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 22.5 acres in the Planned Residential Development (PRD) District located east of Cason Lane (Three River PRD) as indicated on the attached map; Green Trails, LLC, applicant [2015-430]," which passed first reading on January 7, 2016, was read to the Council and offered for passage on second reading upon motion made by Vice-Mayor Young, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on second reading by the following vote:

Aye: Bill Shacklett
Ron Washington
Doug Young
Shane McFarland

Nay: Rick LaLance
Eddie Smotherman

The following letter of recommendations from the Parks & Recreation Director was presented to the Council:

(Insert letter dated January 8, 2016 here with regards to RESOLUTION 16-R-02 for reimbursement of expenditures for Miracle Field at McKnight Park.)

The following RESOLUTION 16-R-02 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: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

(Insert RESOLUTION 16-R-02 here expressing official intent that certain expenditures to be incurred in connection with certain public works projects, and related expenditures for the Miracle Field at McKnight Park, be reimbursed from proceeds of notes, bonds, or other indebtedness to be issued or incurred by the City of Murfreesboro, Tennessee.)

The following letter of recommendations from the Principal Planner was presented to the Council:

(Insert letter dated January 11, 2016 here requesting to schedule public hearings to consider rezoning along Gresham Lane (RM-16); Dill Lane (RM-12); and Franklin Road (CF).)

The following RESOLUTION 16-R-PH-01 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: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young

Shane McFarland

Nay: None

(Insert RESOLUTION 16-R-PH-01 here to schedule a public hearing for February 11, 2016 to consider rezoning for approximately 2.2 acres located along Gresham Lane to be rezoned from Single-Family Residential Fifteen (RS-15) District to Residential Multi-Family Sixteen (RM-16) District [2015-429]; Alcorn Properties, applicant.)

The following RESOLUTION 16-R-PH-02 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: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

(Insert RESOLUTION 16-R-PH-02 here to schedule a public hearing for February 11, 2016 to consider rezoning for approximately 1.68 acres located along Dill Lane to be rezoned from Single-Family Residential Fifteen (RS-15) District to Residential Multi-Family Twelve (RM-12) District [2015-432]; Randy Friedsam, applicant.)

The following RESOLUTION 16-R-PH-03 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: Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington
Doug Young
Shane McFarland

Nay: None

(Insert RESOLUTION 16-R-PH-03 here to schedule a public hearing for February 11, 2016 to consider rezoning for approximately 8.56 acres located along Franklin Road to be rezoned from Single-Family Residential Fifteen (RS-15) District to Commercial Fringe (CF) District [2015-433]; Anthony Togrye, applicant.)

The following letter of recommendations from the Principal Planner was presented to the Council:

(Insert letter dated January 11, 2016 here requesting approval of Mandatory Referral/Right-of-Way Abandonments for existing alley south of West Burton Street and a portion of Williams Drive.)

The Principal Planner noted that her letter incorrectly stated on both recommendations that the City Council needs to hold a public hearing.

Mr. LaLance made a motion to accept the recommendation of the Principal Planner to approve the Mandatory Referral/Right-of-Way Abandonment [2015-723], to include conditions as stated, for the existing alley south of West Burton Street, Matt Taylor,

applicant. Mr. Smotherman seconded the motion and all members of the Council present voted "Aye".

Mr. Smotherman made a motion to accept the recommendation of the Principal Planner to approve the Mandatory Referral/Right-of-Way Abandonment [2015-725], to include conditions as stated, for a portion of Williams Drive, Matt Taylor, applicant. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

The following letter of recommendations from the Airport Commission was presented to the Council:

(Insert letter dated January 8, 2016 here to consider State Aeronautics Grant to host the Air Race Classic.)

Mr. LaLance made a motion to accept the recommendation of the Airport Commission to approve the State Aeronautics Grant to host the Air Race Classic. Vice-Mayor Young seconded the motion and all members of the Council present voted "Aye".

Upon recommendation of Mayor McFarland, Vice-Mayor Young made a motion to approve the following appointments:

Rutherford County Wayfinding Program Board: Appoint Ram Balachandran, City Traffic Engineer, to fill the unexpired term of the retiring Transportation Director, Dana Richardson, from January 1, 2016 to December 31, 2016.

Murfreesboro Art Committee: Appoint Lee Rennick, Patience Long, Greg Lyles, Frank Baugh, Danielle Wilbert and Barbara Hodges (terms ending 8/15/18). Jennifer Moody, Pam Williams, Kathleen Herzog and Bill Shacklett represent the liaisons on this committee.

Mr. Washington seconded the motion and all members of the Council present voted "Aye".

The City Recorder/Finance Director presented for approval a Beer Permit Application for Speedway #7173, 108 Battalion Boulevard (new location), pending completion of all required building and codes inspections.

Vice-Mayor Young made a motion to approve a Beer Permit for Speedway #7173 pending successful completion of all required building and codes inspections. Mr. Washington seconded the motion and all members of the Council present voted "Aye".

The City Recorder/Finance Director indicated there were no statements to be considered at this time.

Under other business, the Assistant City Manager presented the following letter of recommendations from the Community Development Director:

(Insert letter dated January 14, 2016 here with regards to use of funds through the Housing Rehabilitation Program for property located at 2106 Cypress Drive.)

Vice-Mayor Young made a motion to accept the recommendation of the Community Development Director to approve a Housing Rehab grant for property located at 2106 Cypress Drive and authorize the Mayor to sign the necessary documents. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

Mr. Shacklett reiterated the events for Dr. Martin Luther King, Jr. to be held on Saturday and Monday and invited everyone to attend.

Mr. Smotherman requested that staff look at the potential of the City developing an ordinance for future consideration to regulate liquor stores by population and requiring residency for ownership.

There being no further business, Mayor McFarland adjourned this meeting at 7:56 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

ORDINANCE 15-OZ-65 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 53 acres along Blackman Road as Highway Commercial (CH) District (approximately 42.8 acres) and Commercial Fringe (CF) District (approximately 10.4 acres); Benjamin Sikes and Thomas Meadow, applicant. [2015-427]

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to zone the territory indicated on the attached map.

SECTION 2. That from and after the effective date hereof the territory depicted on the attached map be zoned and approved as Highway Commercial (CH) District and Commercial Fringe (CF) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission be and it 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 territory 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 territory.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon third and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____
2nd reading _____
3rd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

David A. Ives
City Attorney

SEAL



BURNT KNOB RD

MANSON CT
MANSON PIKE

Area
Zoned CH



RS-15

VAUGHN RD
BLACKMAN RD

BURROWS AVE
LATIMER
BURROWS
AVE
JOHN LEE LN

Murfreesboro
City Limits

CH

Area
Zoned CF

RS-12



CF

Ordinance 15-OZ-65

RS-10

RS-15

ORDINANCE 15-OZ-68 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 91.5 acres in the Planned Residential Development (PRD) District located along Veterans Parkway (Sheffield Park PRD); Beazer Homes, applicant [2015-426].

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 revising subdivision layout and lot sizes.

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 be and it 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 third and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____
2nd reading _____
3rd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

David A. Ives
City Attorney

SEAL



PRD

RS-15

PUD

VETERANS PKWY

SAINT ANDREWS DR

Blackwell Blvd

Area Amended

LANTERN LN
KYBALD CT

PRD

RS-8

RM-16

WONDERVIEW DR

RS-15

Ordinance 15-OZ-68



ORDINANCE 15-OZ-69 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 3.9 acres along Otter Trail from Residential Zero Lot-Line (RZ) District to Residential Multi-Family Sixteen (RM-16) District (approximately 2.1 acres) and from Residential Multi-Family Sixteen (RM-16) District to Residential Zero Lot-Line (RZ) District (approximately 1.8 acres); Swanson Development, applicant [2015-428].

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to rezone the territory indicated on the attached map.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Residential Zero Lot-Line (RZ) District and Residential Multi-Family Sixteen (RM-16) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission be and it 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 third and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

3rd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

David A. Ives
City Attorney

SEAL



CH

JACK-BYRNES DR

RM-16

Area Rezoned from
RZ to RM-16

RZ

VETERANS PKWY

RS-15

OTTER-TR

RS-15

RM-16

Area Rezoned from
RM-16 to RZ

CL

Ordinance 15-OZ-69



PUD

ORDINANCE 15-OZ-70 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 22.5 acres in the Planned Residential Development (PRD) District located east of Cason Lane (Three Rivers PRD) as indicated on the attached map; Green Trails, LLC, applicant [2015-430].

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 revising the housing type and layout.

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 be and it 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 third and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

3rd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

David A. Ives
City Attorney

SEAL



Area Amended

BUFFALO RIVER PRD DR

CASON LN
ELDIN CREEK DR

LOCKWOOD CT

RS-10

RS-12



Ordinance 15-OZ-70



Regular Agenda

February 4, 2016

Honorable Mayor McFarland and Members of City Council:

- A. Change Order for Veterans Parkway Phase 2B (Barfield Road to St. Andrews Drive)**
 - B. Contract for the Design of John Rice Boulevard (Old Fort Parkway to Gresham Lane)**
 - C. Construction Contract for the Maple Street Alley Reconstruction**
-

Item A. Change Order for Veterans Parkway Phase 2B (Barfield Road to St. Andrews Drive)

Staff recommends City Council approval of a Change Order for Veterans Parkway Phase 2B.

Background

The Veterans Parkway Phase 2B project consists of construction of Veterans Parkway from Barfield Road to St. Andrews Drive, which is approximately 2.1 miles. The Veterans Parkway project is shown on the latest 2025 Major Thoroughfare Plan approved in 2008.

City Council approved a contract for design of Veterans Parkway from Franklin Highway to Church Street with Wiser Company, LLC on October 7, 2004. Bids for this phase of the project were received September 5, 2013 with Rollins Excavating being the low bidder. The City issued the Notice to Proceed for construction on November 11, 2013

During the course of construction, extreme wet conditions in the area necessitated additional undercutting than what was originally estimated for the project in order to remove unsuitable material and replace it with offsite borrow material. In addition, crushed stone wedges were used more extensively to improve safety by reducing pavement edge drop offs.

Fiscal Impact

The bid price for the project was \$7,626,740.75 and there has been one previous change order approved by City Council in the amount of \$291,940.00. The current change order request of \$497,355.23 brings the total construction contract to \$8,416,035.98, which remains below the original project cost estimate of \$9,000,000.

Recommendation

Staff recommends approval of the Change Order in the amount of \$497,355.23.

Attachments

1. Change Order No. 2 for the Veteran's Parkway Phase 2B project

Item B: Contract for the Design of John Rice Boulevard (Old Fort Parkway to Gresham Lane)

Staff recommends City Council approval of the Design Contract for John Rice Boulevard (Old Fort Parkway to Gresham Lane).

Background

The proposed project consists of widening John Rice Blvd. from its intersection with Old Fort Parkway (SR-96) and proceeding northwesterly to the intersection of Gresham Lane and including a section of Gresham Lane for approximately 2,600 linear feet. A site map has been included for your use. The project will connect to the improvements creating the intersection of Fortress Boulevard, Manson Pike, and Gresham Lane. The improvements will result in the widening of the commercial collector (John Rice Boulevard) and a community collector (Gresham Lane) as outlined in the Advanced Planning Report prepared by SEC, Inc. dated June 17, 2010. The project is recommended due to the significant increase in traffic and expected continued increase as the interchange at Medical Center Parkway/Fortress Boulevard with I-24 continues to develop.

The design services will include the survey, preliminary and final design of the roadway, preparation of exhibits and descriptions for any required property acquisition, bidding services and construction administrative services as outlined in Exhibit A of the contract. The contract will be on a time and material basis with a not to exceed amount of \$281,342.00.

Fiscal Impact

Funding for the contract will be from a TML loan in the amount of \$281,342.00.

Recommendation

Staff recommends approval of the design contract subject to review and approval by the City Attorney.

Attachments

1. Site Map
2. Design contract of the John Rive Boulevard widening project from Old Fort Parkway to Gresham Lane.

Item C: Construction Contract for the Maple Street Alley Reconstruction

Staff recommends City Council approval of a construction contract for the Maple Street Alley Reconstruction.

Background

On May 27, 2014, the City received bids for the reconstruction of the Maple Street Alley between West Main Street and West Vine Street. The purpose of the project is to provide a hard surface for the alley, improve storm drainage, and relocate the existing utilities underground. The project is recommended in part because several businesses along the alley have experienced some damages and/or inconvenience from flooding.

Due to a lengthy property acquisition, the project was placed on hold until all required property was obtained. The low bidder on the project, Rollins Excavating Company, LLC, has informed staff that they will honor their bid prices as submitted on May 27, 2014. The Rollins Excavating bid is for a total amount of \$245,617.50

Fiscal Impact

The reconstruction of the Maple Street Alley and the relocation of utilities will be paid from the TML loan.

Recommendation

Staff recommends approval of the construction contract with Rollins Excavating in the amount of \$245,617.50, subject to review and approval by the City Attorney.

Attachments

1. Bid Documents

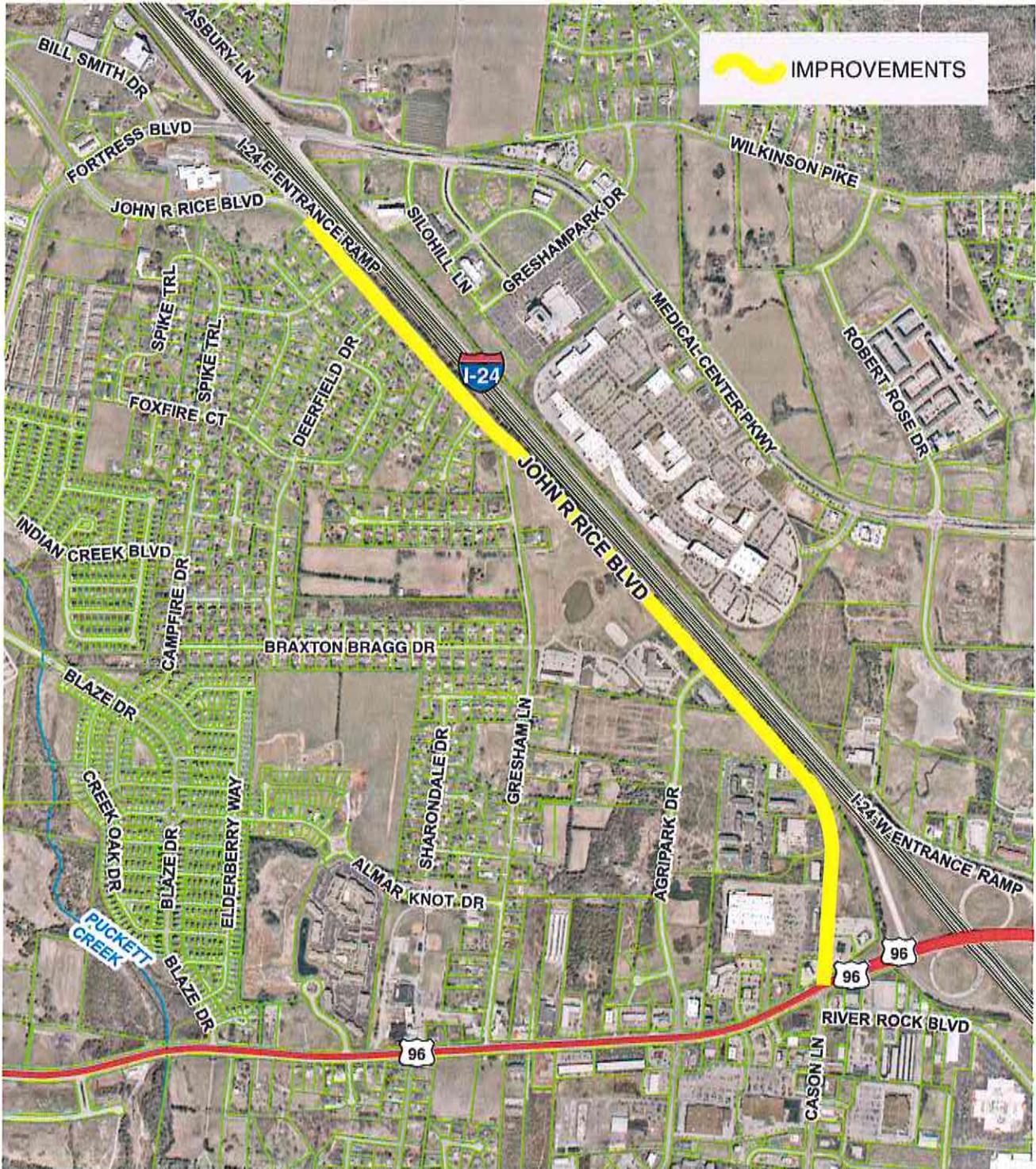
Thank you for your consideration of these requests.

Sincerely,

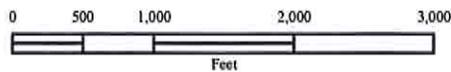
Chris Griffith
City Engineer

CONTRACT CHANGE ORDER		Order No.	2
Contract For: Veteran's Parkway (Southwest Loop Road) Phase 2B Murfreesboro, TN		Date: January 20, 2016	
		State: Tennessee	
		County: Rutherford	
Owner	City of Murfreesboro		
Contractor	Rollins Excavating		
Description of Changes	DECREASE In Contract Price	INCREASE In contract Price	
203-03: BORROW EXCAVATION (UNCLASSIFIED)		\$	250,806.06
203-05: UNDERCUTTING		\$	41,569.12
303-01: MINERAL AGGREGATE, TYPE A BASE, GRADING D		\$	204,980.05
Totals		\$	497,355.23
Net Change In Contract Price		\$	497,355.23
Justification: .			
<ol style="list-style-type: none"> 203-03: An additional 27,867.34 CY (26.1%) of material has been required due to the replacement of the undercut material and to offset the road and drainage excavation material wasted that was determined to be unsuitable for fill. It should be noted that a geotechnical evaluation was not prepared for this project and assumption were made to establish the amount of suitable fill material that would be generated from road and drainage excavation. 203-05: An additional 10,392.28 CY (52.0%) of material has been removed due to site conditions at the time of construction. 303-01: An additional 18,634.55 CY (41.9%) of material has been required to construct temporary lanes during phase 1 of traffic control, to install wedging material to mitigate the drop-off between existing lanes and newly constructed lanes by establishing a 3:1 slopes in lieu of barrier rail and also to maintain temporary driveway access during construction. 			
Original Contract Amount:		\$	7,626,740.75
The Amount of the Contract Will Be Changed by this Change Order:		\$	497,355.23
Change by Previous Change Order No. 1:		\$	291,940.00
Change by Previous Change Order:		\$	0.00
The Contract Total Including this and Previous Change Orders Will be:		\$	8,416,035.98
Notice to Proceed Date			November 11, 2013
Contract Start Date			November 11, 2013
Contracted Consecutive Calendar Days			730
Original Contracted Completion Date			November 11, 2015
The Contract Period Provided for Completion Will be (Changed) by this change order by:Days			0
Contract Period Changed by Previous Change Orders: (Days)			74
Revised Contracted Date of Completion			January 24, 2016
This document will become a supplement to the contract and all provisions will apply hereto:			
Requested (Owner)	Shane McFarland – Mayor- City of Murfreesboro		(Date)
Recommended (Owner's Architect/Engineer)	 Chad E. Clark – Wisser Consultants		(Date) 01/25/16
Accepted (Contractor)	 Gerry Rollins – Rollins Excavating		(Date)
This information will be used as a record of any changes to the original construction contract			

JOHN RICE BLVD IMPROVEMENTS



Path: \\GIS\gisdata\engineer\Jay\JohnRiceBlvd\Exhibit.mxd



IT Department
City Of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov



**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER FOR
PROFESSIONAL SERVICES**

**WHEN
"STUDY AND REPORT PHASE" ARE DELETED AND
"RESIDENT PROJECT REPRESENTATION" IS PROVIDED BY OWNER**

THIS IS AN AGREEMENT made as of _____, between the CITY OF MURFREESBORO, TENNESSEE, (OWNER) and SEC, Inc. (ENGINEER).

OWNER intends to secure professional services for the preliminary and final design for roadway construction of John Rice Boulevard from its intersection with Old Fort Parkway (S.R. 96) and proceeding northwesterly to the intersection of Gresham Lane and thence northwesterly along Gresham Lane for approximately 2,600 l.f. to the previously relocated section of Gresham Lane in Murfreesboro, Tennessee. The improvements would result in widening of a Commercial Collector (John Rice Blvd) and a Community Collector (Gresham Lane), per the Advanced Planning Report by SEC, Inc. dated June 17, 2010, to City of Murfreesboro standards (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

**SECTION 1
BASIC SERVICES OF ENGINEER**

1.1 General

1.1.1 ENGINEER shall provide the OWNER professional Engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional Engineering representative for the Project, providing professional Engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental hereto.

1.2 Study and Report Phase

~~After written authorization to proceed, ENGINEER shall:~~

~~1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data;~~

~~1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or~~

~~services of the types described in paragraph 3.3, and assist OWNER in obtaining such data and services.~~

~~1.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.~~

~~1.2.4 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.~~

~~1.2.5 Provide a general economic analysis of OWNER's requirements applicable to various alternatives.~~

~~1.2.6 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized; Construction Cost,~~

~~allowance for engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights of way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc., are hereinafter called "Total Project Costs."~~

~~1.2.7 Furnish five copies of the Study and Report documents and review them in person with OWNER.~~

~~1.2A Environmental Assessment~~

~~1.2A.1 Modified Transaction Screen~~

~~A Modified Transaction Screen shall be conducted to determine if there are any current or historically recognized environmental conditions that indicate that hazardous substances or petroleum products that could impact the proposed Project. Cost of the Modified Transaction Screen shall be based on funding sources and findings of the Report.~~

~~1.2A.2 Phase I Archeological Survey~~

~~A Phase I Archeological Survey shall be conducted to identify any cultural resources that may affect the proposed Project. Cost of the Phase I Archeological Survey shall be based on funding sources and findings of the Report.~~

~~1.2A.3 Ecological Survey~~

~~An Ecological Survey shall be conducted to identify any plant or animal life that may affect the proposed Project. Cost of the Ecological Survey shall be based on funding sources and findings of the Report.~~

~~1.2A.4 Wetland Delineation Study~~

~~A Wetland Delineation study shall be conducted to identify any potential wetlands that may affect the proposed Project. Cost of the Wetland Delineation shall be based on funding sources and findings of the Report.~~

~~1.2A.5 Geotechnical Survey~~

~~A Geotechnical Survey shall be conducted to identify land conditions that may affect the proposed Project. Cost of the Geotechnical Survey shall be based on funding sources and findings of the Report.~~

1.3 Preliminary Design Phase

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1 In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent, and character of the Project.

1.3.2 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

1.3.3 Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4 Based on the information contained in the Preliminary Design Documents, submit a revised opinion of probable Total Project Costs.

1.3.5 Furnish five copies of the above Preliminary Design Documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

1.4 Final Design Phase

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1 On the basis of the accepted Preliminary Design Documents and revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent, and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute).

1.4.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for general permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities. If permitting proceeds into an individual versus a general format, ENGINEER's services are

available as part of the Agreement should the OWNER request such services, in accordance with paragraph 5.1.2.1.

1.4.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent, or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineer's Joint Contract Documents Committee or as specified by OWNER), and assist in the preparation of other related documents.

1.4.5 Furnish five copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

1.5 Bidding or Negotiating Phase

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend, chair and keep minutes for mandatory or voluntary pre-bid conferences, attend, chair and keep minutes for third party utility pre-bid coordination meetings, assist OWNER in preparation of construction milestones, and receive and process deposits for Bidding Documents.

1.5.2 Issue addenda as appropriate to interpret, clarify, or expand the Bidding Documents.

1.5.3 Consult with and advise OWNER as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime

contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4 Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5 Attend the bid opening, prepare bid tabulation sheets, and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

1.6 Construction Phase

During the Construction Phase:

1.6.1 General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, C-700 (2007 edition) of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided in Exhibit A, "Further Description of Basic Engineering Services and Related Matters" and except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

1.6.2.1 Engineer shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. ~~In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on~~

information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents, including adherence to construction schedule and milestones and ENGINEER shall keep OWNER informed of the progress of the work.

1.6.2.2. The Resident Project Representative (and any assistants) will be OWNER's agent or employee under OWNER's supervision. The duties and responsibilities of the Resident Project Representative (and assistants) are set forth in Exhibit B, "Duties, Responsibilities and Limitation of Authority of Resident Project Representative."

1.6.2.3 The purpose of ENGINEER's visits to and representation by the OWNER's Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s) work in progress, supervise, direct, or have control over Contractor(s) work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s) failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3 Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s) work while it is in progress if ENGINEER believes that such work will not produce a complete Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.6.4 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications

of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.6.5 Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples, and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

1.6.6 Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

1.6.7 Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

1.6.8 Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.6.9 Applications for Payment. Based on ENGINEER's onsite observations as an experienced and qualified design professional, on information provided by the OWNER's Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

1.6.9.1 ENGINEER shall coordinate and confirm the amounts owing to Contractor(s) as recommended by OWNER's Resident Project Representative and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on

such observations and review, that the work has progressed to the point indicated and complies with the construction milestones, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.6.9.2 By recommending any payment, ENGINEER will not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that the title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interest or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.6.9.3 If ENGINEER deems that CONTRACTOR has not progressed with the work to the point of compliance with established construction milestones, ENGINEER shall not recommend payment by OWNER, until such time as the appropriate milestone is met. In the event that construction milestones are not met repeatedly, the ENGINEER shall recommend to OWNER in writing the recommendation to notify CONTRACTOR's surety and apprise them of the delinquent progression of work. Upon OWNER's concurrence of

recommendation, ENGINEER shall then notify the CONTRACTOR's surety in writing.

1.6.10 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests, and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.

1.6.11 Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9.2.

1.6.12 Limitations of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor(s)' or supplier(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s) work; however, nothing contained in paragraphs 1.6.1 through 1.6.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

1.7 Operational Phase

During the Operational Phase, ENGINEER shall, when requested by OWNER:

~~1.7.1 Provide assistance in the closing of any financial or related transactions for the Project.~~

~~1.7.2 Provide assistance in connection with the refining and adjusting of any equipment or system.~~

~~1.7.3 Assist OWNER in training OWNER's staff to operate and maintain the Project.~~

~~1.7.4 Assist OWNER in developing systems and procedures for control of the operation and maintenance of and recordkeeping for the Project.~~

~~1.7.5 Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked up prints, drawings, and other data furnished by the Contractor(s) to ENGINEER and which ENGINEER considers significant.~~

1.7.6 In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

The duties and responsibilities of ENGINEER during the Operational Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

SECTION 2 ADDITIONAL SERVICES OF ENGINEER

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.14, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters;" these will be paid for by OWNER as indicated in Section 5.

2.1.1 Preparation of applications and supporting documents (in addition to those furnished under

Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.4 Providing renderings or models for OWNER's use.

2.1.5 Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7 Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the type described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services

in lieu of furnishing the same in accordance with paragraph 3.4.

(See Sections 8.3 and 8.5)

~~2.1.8 If ENGINEER's compensation is on the basis of a lump sum or percentage of Construction Cost or cost plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials, or equipment for the Project than are contemplated by paragraph 5.1.1.2. If ENGINEER's compensation is on the basis of a percentage of Construction Cost and ENGINEER has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.~~

2.1.9 Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services called for in paragraph 6.2.2.5.

~~2.1.11 Providing any type of property surveys or related Engineering services needed for the transfer of interests in real property and field surveys for design purposes and Engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.~~

2.1.12 Preparation of operating, maintenance, and staffing manuals to supplement Basic Services under paragraph 1.7.3.

2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs ~~1.2.3~~ and 1.4.2).

2.1.14 Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

2.2 Required Additional Services

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive (except to the extent otherwise provided in Exhibit A, "Further Description of Basic Engineering Services and Related Matter"). These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

2.2.1 Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation of Basic Services is not commensurate with the additional services rendered.

2.2.2 Services in making revision to Drawings and Specification occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3 Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.

2.2.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.2.5 Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6 Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3 OWNER'S RESPONSIBILITY

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

3.1 City Engineer shall act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have primary authority to transmit instruction, receive information, and interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4 Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters") the following:

3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2 appropriate professional interpretations of all the foregoing;

3.4.3 environmental assessment and impact statements;

~~3.4.4 property, boundary, easement, right-of-way, topographic, and utility surveys;~~

~~3.4.5 property descriptions;~~

3.4.6 zoning, deed, and other land use restrictions; and

3.4.7 other special data or consultations not covered in Section 2; all of which ENGINEER may use and rely upon in performing services under this Agreement.

~~3.5 Provide engineering surveys to establish reference points for construction (except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters") to enable Contractor(s) to proceed with the layout of the work.~~

3.6 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER; obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination; and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8 Facilitate approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9 Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code, or order applicable to their furnishing and performing the work.

3.10 If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities, and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11 If more than one prime contract is to be awarded for construction, materials, equipment, and services for the entire Project, designate a person or organization to have authority and responsibility for

coordinating the activities among the various prime contractors.

3.12 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive, and other costs of the type referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections, and final payment inspections.

3.14 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

3.15 Furnish or direct ENGINEER to provide Additional Services as stipulated in paragraph 2.1 of this Agreement, or other services as required.

3.16 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 PERIODS OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction, and initial operation of the Project, including extra work and required extensions thereto. If in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," specific periods of time for rendering services are set forth, or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of ENGINEER, all rates, measure, and amount of compensation provided herein shall be subject to equitable adjustments.

~~4.2 The services called for in the Study and Report Phase will be completed and the Report submitted~~

~~within the stipulated period indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," after written authorization to proceed with the phase of services which will be given by OWNER within thirty days after ENGINEER has signed this Agreement.~~

~~4.3 After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the general scope, extent, or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within the stipulated period indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."~~

4.4 After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent, or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project within the stipulated period indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

4.5 ENGINEER's services under the ~~Study and Report Phase~~, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project as defined in Exhibit A Section 4.

4.6 After acceptance by OWNER of the ENGINEER's Drawings, Specifications, and other Final Design Phase documentation, including the most recent opinion of probable Total Project Costs, and upon OWNER's advertisement of the Project to the Public, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations

with prospective Contractor(s) (except as may otherwise be required to complete the services called for in paragraph 6.2.2.5).

4.7 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

4.8 The Operational Phase will commence during the Construction Phase and will terminate one year after the date of Substantial Completion of the last prime contract for construction, materials, and equipment on which substantial completion is achieved.

4.9 If OWNER has requested significant modifications or changes in the general scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

4.10 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.11 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render Construction Phase services in respect of any prime contract for construction, materials, or equipment more than one year after Substantial Completion is achieved under that contract, the various rates of compensation provided for elsewhere in this Agreement shall be subject to equitable adjustment.

4.12 In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work

of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently and is to be included in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," and the provisions of paragraphs 4.4. through 4.10, inclusive, will be modified accordingly.

SECTION 5 PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expense of ENGINEER

5.1.1 For Basic Planning and Study Report Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A, "Further Description of Basic Engineering Services and Related Matters") as follows:

5.1.1A For Basic Design Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A, "Further Description of Basic Engineering Services and Related Matters") as follows:

5.1.1.1 As outlined in the Basic Services of Section 1, the following studies shall be conducted:
T.B.D.

5.1.1.1A One Prime Contract. If only one prime contract is awarded for construction, materials, and equipment for the Project, the ENGINEER shall perform their services on an hourly basis for an amount not to exceed \$281,342. This amount does not include utility designs, which be under a separate contract. ~~equal to 7.5 percent of the Construction Cost for all Basic Services for the roadway, 10.0 percent of the Construction Cost for all Basic Services for the bridges and box culverts, 6 percent of the Construction Cost for all Basic Services for all utilities outside of the roadway and bridge corridor, and 4.5 percent of the Construction Cost for all Basic Services for all utilities inside the roadway and bridge corridor. (except services of ENGINEER's Resident Project Representative and assistants~~

~~furnished under paragraph 1.6.2.1 and Operational Phase services furnished under paragraph 1.7); but, if the prime contract contains cost plus or incentive savings provisions for the Contractor's basic compensation, an amount equal to % of the Construction Cost for such services.~~

~~5.1.1.2 Several Prime Contracts. If more than one but less than three separate prime contracts are awarded for construction, materials, and equipment for the Project, an additional amount of 6% is to be added to the aforementioned not to exceed amount of the Construction Cost for all Basic Services described in Section 5.1.1.1A, (except services of ENGINEER's Resident Project Representative and assistants furnished under paragraph 1.6.2.1 and Operation Phase services furnished under paragraph 1.7); but, if any prime contract contains cost plus or incentive savings provisions for Contractor's basic compensation, % of the Construction Cost for such services.~~

~~5.1.1.3 Resident Project Services. For services of ENGINEER's Resident Project Representative (and assistants) furnished under paragraph 1.6.2.1, on the basis of Salary Costs times a factor of for services rendered by principals and employees assigned to resident Project representation.~~

~~5.1.1.4 Operational Phase Services. For Operation Phase services furnished under paragraph 1.7, an amount equal to ENGINEER's Salary Costs times a factor of for services rendered by principals and employees engaged directly on the Project.~~

5.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1 General. For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2 (except services as a consultant or witness under paragraph 2.1.13) on the basis of ENGINEER's hourly rate schedule Salary Costs times a factor of 2.75.

5.1.2.2 Professional Associates and Consultants. For Services and Reimbursable Expenses of independent professional associates and consultant employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to ENGINEER therefor times a factor of 1.15. (See Section 8.4.)

5.1.2.3 Serving as a Witness. For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration,

or other legal or administrative proceeding in accordance with paragraph 2.1.13, at the rate of \$1,500.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph 5.1.2.1). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 5.1.2.2.

5.1.3 For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4 As used in this paragraph 5.1, the terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4; and the term "Construction Cost" has the meaning assigned to it in paragraph 6.1. ~~When Construction Cost is used as a basis for payment, it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:~~

~~5.1.4.1 For completed construction work, the total cost of all work performed as designed or specified by ENGINEER.~~

~~5.1.4.2 For work designed or specified but not constructed, the lowest *bona fide* bid received from a qualified bidder for such work; or, if the work is not bid, the lowest *bona fide* negotiated proposal for such work.~~

~~5.1.4.3 For work designed or specified but not constructed and for which no such bid or proposal is received, the most recent estimate of Construction Cost; or, if none is available, ENGINEER's most recent opinion of probable Construction Cost.~~

~~Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates, including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from Construction Costs on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).~~

5.2 Time of Payments

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will

be based upon hours worked on the Project at the hourly rates in Section 8.4. ~~ENGINEER's estimate of the proportion of the total services actually completed at the time of billing.~~ OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

~~5.2.2 Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services.~~

Phase	Percentage
Study and Report	NA
Preliminary Design	35%
Final Design	40%
Bidding or Negotiating	5%
Construction	20%
Operational	NA
	100%

5.3 Other Provisions Concerning Payments

5.3.1 If OWNER fails to make any undisputed payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefor, the amounts due ENGINEER will be increased at the rate of 1 percent per month from said thirtieth day; and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and charges.

5.3.2 In the event of termination by OWNER under paragraph 7.1 upon the progress of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the Basis of ~~ENGINEER's Salary Costs times a factor of 2.75~~ Section 8.4 for services rendered by ENGINEER's principals and employees engaged directly on the Project during that phase to date of termination. In the event of any such termination, ENGINEER will also be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and for all unpaid Additional Services and unpaid Reimbursable Expenses, ~~plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination which, if termination is at OWNER's convenience, shall include an amount computed as a percentage of total~~

~~compensation for Basic Services earned by ENGINEER to the date of termination as follows: 20 percent if termination occurs after commencement of the preliminary Design Phase but prior to commencement of the Final Design Phase; or 10 percent if termination occurs after commencement of the Final Design Phase.~~

5.3.3 Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

5.3.4 Whenever a factor is applied to Salary Costs in determining compensation payable to ENGINEER, that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by ENGINEER and consistent with ENGINEER's overall compensation practices and procedures.

5.4 Definitions

5.4.1 Salary Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including but not limited to engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including but not limited to social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday and other group benefits. For the purposes of this Agreement, the principals of ENGINEER and their current hourly Salary Costs are defined in Section 8.4.

5.4.1.1 The hourly Salary Costs of principals of ENGINEER will be adjusted equitably to reflect changes in personnel and in ENGINEER's overall compensation procedures and practices.

5.4.1.2 The amount of customary and statutory benefits of all other personnel of ENGINEER will be considered equal to 35 percent of salaries and wages, subject to equitable adjustment to reflect changes in ENGINEER's overall compensation procedures and practices.

5.4.2 Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants,

directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); ~~providing and maintaining field office facilities, including furnishings and utilities, subsistence and transportation of Resident Project Representatives and their assistants;~~ toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. See Sections 8.3, 8.5, and 8.6.

SECTION 6 CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER; but it will not include ENGINEER's compensation or expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies; nor will it include OWNER's legal, accounting, insurance counseling, or auditing services, or interest and/or financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to paragraph 3.7 through 3.11, inclusive. (Construction Cost is one of the items comprising Total Project Costs defined in paragraph 1.2.5. See Section 8.3.)

6.2 Opinions of Cost

6.2.1 Since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Costs provided for herein are to be made on the basis of ENGINEER's experience and qualifications, and shall represent ENGINEER's best judgment as an experienced and qualified professional ENGINEER, familiar with the construction industry. ENGINEER cannot and does not guarantee that proposals, bids, or actual Total Project Costs or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating

Phase, OWNER wishes greater assurance as to Total Project Costs or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

6.2.2 If a Construction Cost limit is established by written agreement between OWNER and ENGINEER and specifically set forth in this Agreement as a condition thereto, the following will apply:

6.2.2.1 The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Total Project Costs or Construction Costs in excess of the then-established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2 Any Construction Cost limit so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.2.2.3 ENGINEER will be permitted to determine what types of materials, equipment, and component systems are to be included in the Drawings and Specifications, and to make reasonable adjustments in the general scope, extent, and character of the Project to bring it within the cost limit.

6.2.2.4 If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER; and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2.5 If the lowest *bona fide* proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of the condition numbered "3," ENGINEER shall modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. In lieu of other compensation for services in making such modifications, OWNER shall pay ENGINEER its cost for such services, all overhead expenses reasonably related thereto, and Reimbursable Expenses ~~but without profit to~~

~~ENGINEER on account of such services.~~ The providing of such service will be the limit of ENGINEER's responsibility in this regard; and, having done so, ENGINEER shall be entitled to payment for services in accordance with this Agreement and will not be liable for damages attributable to the lowest *bona fide* proposal or bid exceeding the established Construction Cost.

SECTION 7 GENERAL CONSIDERATION

7.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Reuse of Documents

All documents, including Drawings and Specifications, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project; and ENGINEER shall retain an ownership and property interest therein, whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants; and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3 Insurance

7.3.1 ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any and all employees, or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. ENGINEER shall carry, and shall provide proof of coverage, a minimum of \$1,000,000 in errors and omissions insurance.

7.4 Controlling Law

This Agreement is to be governed by the laws of the principal place of business of ENGINEER.

7.5 Successors and Assigns

7.5.1 OWNER and ENGINEER each is hereby bound; and the partners, successors, executors, administrators, and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.5.2, the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

7.5.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including without limitation monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.6 Dispute Resolution

If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure, if any, is set forth in Exhibit C, "Dispute Resolution." OWNER and ENGINEER agree to negotiate in good faith for a period of thirty days from the date of notice of all disputes between them prior to exercising their rights under Exhibit C or other provisions of this Agreement or under law.

SECTION 8 EXHIBITS AND SPECIAL PROVISIONS

8.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement

8.1.1 Exhibit A, "Further Description of Basic Engineering Services and Related Matters," consisting of two pages.

8.1.2 Exhibit B, "Duties, Responsibilities, and Limitation of Authority of Project Manager," consisting of seven pages.

8.1.3 Exhibit C, "Dispute Resolution," consisting of one page.

~~8.1.4 Exhibit D, "Special Provisions," consisting of ___ pages.~~

8.2 This Agreement (consisting of pages 1 through 16 inclusive, and the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may be amended, supplemented, modified, or canceled only by a duly executed written instrument.

8.3 In the event an error is made in the plans, the ENGINEER will correct the error in the plans, and the ENGINEER's services rendered in connection with correcting the error shall be considered as part of the Basic Services. However, if the cost to the OWNER for correcting the error includes tearing out or redoing any portion of the Project, the cost associated with the tearing out or redoing shall not be considered a part of the overall Project Cost for the purposes of calculating the ENGINEER's fee for Basic Services.

8.4 Notwithstanding any provision to the contrary, the maximum billing rates shall be as follows:

Princial Engineer	\$145/hour
Senior Engineer	\$125/hour
Senior Surveyor	\$120/hour
Survey Manager	\$110 /hour
Design Engineer	\$100/hour
Landscape Architect	\$100/hour
Staff R.L.S	\$100/hour
Site Designer	\$ 80/hour
Survey Technician	\$ 65/hour
Staff Technician	\$ 50/hour
Technical/Clerical Support	\$ 50/hour
2-Man Survey Crew	\$105/hour
3-Man Survey Crew	\$145/hour
GPS Survey Crew	\$135/hour
1-Man GPS/Robotic Crew	\$100/hour

These hourly rates shall be valid for a period of at least twelve (12) months. Increases in the hourly rates may be necessary to reflect changes in salary, benefits, or other statutory requirements which could affect the hourly rates established herein. Any changes in these billing rates will be submitted for review and discussion prior to effecting such changes.

8.5 ENGINEER will obtain prior written approval before performing such work considered "Additional Services" and charging for same.

8.6 Notwithstanding any provision to the contrary, OWNER will not be invoiced for travel within Davidson, Williamson, and Rutherford Counties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

ENGINEER:

CITY OF MURFREESBORO

SEC, Inc.

By: _____

By: _____

Title: _____

Title:

Address for giving notice:
Engineering Department
City of Murfreesboro
P.O. Box 1139
Murfreesboro, Tennessee 37133-1139

Address for giving notice:
850 Middle Tennessee Blvd.
Murfreesboro, Tennessee 37129
Phone: 615/890-7901

APPROVED AS TO FORM:

Attorney for the City of Murfreesboro, Tennessee

EXHIBIT A

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS

1. This is an Exhibit attached to, made a part of and incorporated by reference into the Agreement made on _____, between the City of Murfreesboro, Tennessee, (OWNER) and SEC, Inc. (ENGINEER), for providing professional engineering services. The Basic Services of ENGINEER and the responsibility of the OWNER as described in the Agreement are amended or supplemental as indicated below, and the time periods for the performance of certain services as indicated in Section 4 of the Agreement are as indicated below.
2. The Study and Report Phase services are not included in the Basic Services and have not been included in the Basic Services fee, but are available as part of the Agreement should the OWNER request such services in writing, in accordance with paragraph 5.1.2.1.
3. The Basic Services relating to surveying and included in the Basic Services fee shall include a topographic survey with reference points, control traverses, bench marks, location of existing right-of-way and property lines, visible or marked utility locations and control for construction staking. Upon completion of the survey, the ENGINEER will immediately begin the Preliminary Design Phase. Other services are available as a part of the Agreement should the OWNER request such services in writing, in accordance with paragraphs 5.1.2.1.
4. As part of the Preliminary Design Phase, ENGINEER shall furnish the OWNER with a set of 1"=50' scale drawings depicting the topographic information and property line information for the subject limits. These drawings will show the proposed horizontal alignment, right-of-way, property lines, and necessary cross drains. Contacts will be made with representatives of affected utility owners to determine the general locations of utility lines in the affected area.

The Project will be designed in one phase. Phase 1 (John Rice Blvd./Gresham Lane) is defined as beginning at its intersection with Old Fort Parkway (S.R. 96) and proceeding northwesterly to the intersection of Gresham Lane and thence northwesterly along Gresham Lane for approximately 2,600 l.f. to the previously relocated section of Gresham Lane in Murfreesboro, Tennessee.

Phase I: The Preliminary Design Phase Services will be completed and ENGINEER's documentation and opinion of costs submitted within 150 calendar days following written authorization from OWNER to ENGINEER to proceed with this phase of services. The OWNER's written authorization to proceed with the next phase of services will indicate the OWNER's acceptance of the services provided in the phase, or in absence of written authorization to proceed, services will be considered acceptable after 14 days from submittal, unless written notice of unacceptability is issued by the OWNER within the 14-day period. During this 14-day period, the OWNER will provide ENGINEER a marked-up print showing the preferred changes in respect to grades, alignments, and typical sections. Changes to the alignment made at OWNER's request after OWNER's approval of Preliminary Design will be billed as extra services according to the maximum billing rates found in Section 8.4. It is anticipated that one contract will be let for this Phase.

5. During the Final Design Phase, ENGINEER shall prepare construction documents. The ENGINEER will deliver to the OWNER a complete set of original drawings or acceptable reproducible intermediate drawings on 24"x36" media to be properly coordinated, approved, and accepted by the OWNER.

Phase 1: The Final Design Phase Services will be completed and ENGINEER's opinion of costs submitted within 120 calendar days following written authorization from OWNER to ENGINEER to proceed with that phase of services. Services will be considered acceptable after OWNER signs approval block on cover sheet of construction drawings.

6. Section 1.5, Bidding or Negotiation Phase, is modified as follows:

The ENGINEER will assist the OWNER in the required advertisement for bids, with the cost of such advertising to be borne by the OWNER as a part of administrative expense. The ENGINEER will also attend the bid opening, tabulate the bids and assist the OWNER in evaluating the bids, and assist in the award of contracts and execution of contract documents. Unless otherwise required and stipulated in writing, the ENGINEER will be responsible for receiving requests for plans, collecting plans deposits, mailing bid documents, accepting returned plans, and returning applicable refunds.

7. Section 1.6, Construction is modified as follows:

Construction Phase Services are included in the Basic Services but do not include the services of a Resident Project Representative. It shall be the responsibility of the ENGINEER to attend, chair and keep minutes of preconstruction conference(s), and provide copies of minutes to all attendees, make site visits, attend, chair and keep minutes of construction progress meetings (on a frequency approved by OWNER), review shop drawings, make interpretations and clarifications, assist the OWNER in payment to the CONTRACTOR, and to assist the OWNER in preparation of closeout documents. Other services are available as a part of the Agreement should the OWNER request such services in writing, in accordance with paragraph 5.1.2.1.

8. Section 1.7, Operational Phase, is modified as follows:

Operational Phase Services are included in the Basic Services but are limited to services provided in paragraph 1.7.6. Other services are available as part of the Agreement should the OWNER request such services in writing in accordance with paragraph 5.1.2.1.

EXHIBIT B BETWEEN OWNER AND ENGINEER

Duties, Responsibilities, and Limitations of Authority of Project Manager

Paragraphs 1.6.2.1 and 1.6.2.2 and Exhibit A Paragraph 7 of the Agreement are amended and supplemented to include the following agreement of the parties:

B6.01 *Project Manager*

- A. ENGINEER shall furnish a Project Manager ("PM") to assist ENGINEER in coordinating and reporting on the progress and quality of the Work to the Owner. The PM shall be the OWNER's advisor inasmuch as the PM shall be the primary point of contact between OWNER and CONTRACTOR for the entire duration of the referenced construction operations. The PM is intended to supplement and support the OWNER's existing staff. The PM as defined in this Exhibit B will provide representation to the degree defined within Appendix 1.
- B. Through such additional specialized services during the construction period, the PM shall endeavor to provide the following:
- Coordinate the programming, planning, design, and construction operations of the CONTRACTOR with the project schedule created by the contractor which is in accordance with the project milestones developed by the ENGINEER.
 - Maximize continued pro-active planning during construction to reduce problems during execution.
 - Provide coordination between the OWNER, ENGINEER, CONTRACTOR and third party utilities to ensure that facilities of these utility owners are managed per the project schedule.
 - Maintain cost and time parameters with regards to budgeted construction activities as defined within the Plans, Contract Documents, and project schedule.
 - Facilitate discussion between OWNER, ENGINEER and CONTRACTOR with regards to possible savings observed during construction activities as well as pro-actively initiate discussion between the referenced parties with regards to changes in scope during construction that may warrant adjustment of the Contract Price.
 - Continue to act as liaison between all permitting agencies and the OWNER, ENGINEER and CONTRACTOR, including but not limited to TN Department of Transportation, TN Department of Environment and Conservation and the U.S. Army Corps of Engineers.
 - Provide periodic reporting and progress meetings as needed to ensure that OWNER is aware of all progress associated with the construction activities.

- Coordinate completion of warranty reviews, release of liens, and post construction evaluations with the OWNER and CONTRACTOR.

Project Manager, shall not supervise, direct, or have control over the Contractor's Work nor shall Project Manager have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the Project Manager are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General:* Project Manager ("PM") is OWNER's advisor at the Site, will act as directed by the OWNER, and will confer with OWNER regarding PM's actions. PM's dealings in matters pertaining to the Contractor's work in progress shall in general be with OWNER and Contractor. PM's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.
 - b. Assist in obtaining from OWNER additional details or information, when required proper execution of the Work.
 - c. Coordinate with the local utility providers when the following tests are required:
 - i. Low Pressure Air Testing of Sanitary Sewer
 - ii. Infiltration/Exfiltration Testing
 - iii. Manhole Vacuum Testing
5. *Interpretation of Contract Documents:* Report to OWNER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.

- b. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which PM believes that the submittal has not been approved by ENGINEER.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
8. *Reports:*
 - a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
9. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
10. *Completion:*
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
 - c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
 - d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Project Manager shall not:

1. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
2. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
3. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

4. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
5. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
6. Authorize OWNER to occupy the Project in whole or in part.

Scope of Services for Providing Record Survey

Paragraph 1.7.5 & 2.1.11 of the Agreement is hereby amended and supplemented to include the following agreement of the parties:

B6.03 Record Surveying Services

A. ENGINEER shall provide the following surveying services to establish Record drawings for the John Rice Boulevard and Gresham Lane Realignment. The surveying services under this Exhibit B will provide services to the following degree, inasmuch as the estimated time for providing these services as defined within Appendix 1 of this Exhibit is not exceeded:

- a. Horizontal and Vertical control loops providing accurate horizontal and vertical control data for construction as requested.
- b. Record Drawings of Roadway for Utilities providing an accurate representation of actual placement of utilities after construction operations.

B. The duties and responsibilities of the surveyors are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents. The Record survey shall consist of the following attributes:

- a. Potable Water Main – horizontal location and elevation of top of nut on bonnet of valves. All pipe locations (horizontal and vertical) will be based on input from project walk-through with project superintendent.
- b. Sanitary Sewer – horizontal location of manholes and inverts of pipe; location of any sanitary sewer service cleanouts.
- c. Storm Sewer – horizontal location of manholes, inlets and junctions and inverts of pipe.
- d. Underground Electrical/Telephone/Cable – horizontal location of conduit bank will be based on input from project walk-through with project superintendent.
- e. Overhead Electric/Telephone/Cable – horizontal location of pole line.
- f. Natural Gas Mains – All pipe locations (horizontal and vertical) will be based on input from project walk-through with project superintendent.

C. The Record survey shall not consist of the following attributes unless directed by Owner to capture said attributes:

- a. Sub-grade elevations within the cross-section of the proposed roadway.
- b. Curb line horizontal or vertical locations.
- c. Final topographic elevations of roadway after serving its intended use.

APPENDIX 1 TO EXHIBIT B

Estimated Costs for Project Manager during Construction Operations

Project Manager Hourly Rate = \$125.00 / hr.

Phase 1

Construction Contract Duration = 400 calendar days.

Assumed Workable Construction Days = $(5/7) \times 400 = 286$ days

Estimated Work hours per Day = 1 hour

Projected Cost for Phase 1 = $286 \text{ days} \times 1 \text{ hr/day} \times \$125 = \$35,750$

Total Estimated Costs for Project Manager = \$35,750

Estimated Costs for Record Construction Drawings

Two-Man Survey Crew Hourly Rate = \$105.00 / hour

Site Designer Hourly Rate = \$80.00 / hour

Construction Contract Duration = 400 calendar days

Assumed Days Required for As-Built Survey = $(1/7) \times 400 = 57$ days.

Estimated Work hours per Day of 2-Man Survey Crew = 3 hours/day

Estimated CAD Tech Time for Drawings = 3 hours/day

Total = $57 \text{ days} \times 3 \text{ hrs/day} \times (\$105/\text{hr} + \$80/\text{hr}) = \$31,635$

Total Estimated Costs for Record Drawings = \$31,635

Total Estimated Costs = \$35,750 + \$31,635 = \$67,385

Note 1: All costs associated with Project Manager and Surveying Services shall be billed hourly at the rates defined in SEC's standard hourly rates as shown in Section 8.4 of the Agreement and are not included in the not-to-exceed figure provided in Section 5.1.1.1A.

Note 2: Payment for the services defined shall be based on an hourly rate not to exceed the defined ceilings. At the time that the construction of the project is 50% complete, then an evaluation as to estimated costs for the services associated with Exhibit B and the actual fees invoiced shall be compared. Adjustments to the budget associated with the services defined within Exhibit B may occur at that time.

Note 3: ENGINEER shall assign Project Manager duties to Design Engineer or other representative as deemed necessary.

APPENDIX 2 TO EXHIBIT B

CIVIL ENGINEERING & LAND SURVEYING
HOURLY RATE SCHEDULE

<u>TITLE</u>	<u>RATE</u>
PRINCIPAL ENGINEER	\$145.00
SENIOR ENGINEER	\$125.00
SENIOR SURVEYOR	\$120.00
DESIGN ENGINEER	\$100.00
LANDSCAPE ARCHITECT	\$100.00
STAFF R.L.S.	\$100.00
SITE DESIGNER	\$80.00
SURVEY MANAGER	\$110.00
SURVEY/ENGINEERING TECHNICIAN	\$65.00
STAFF TECHNICIAN	\$50.00
TECHNICAL/CLERICAL SUPPORT	\$50.00
2-MAN SURVEY CREW	\$105.00
3-MAN SURVEY CREW	\$145.00
GPS SURVEY CREW	\$135.00
1-MAN GPS/ROBOTIC CREW	\$100.00

EXHIBIT C

DISPUTE RESOLUTION

- 7.6.1 In the event a dispute arises between OWNER and ENGINEER relating to any obligation undertaken in this agreement, they agree to utilize the following procedure to resolve any such dispute.
- 7.6.2 OWNER and ENGINEER will attempt to resolve all disputes by first engaging in good faith negotiations between them as soon as possible after the dispute arises.
- 7.6.3 If negotiations are not successful, OWNER and ENGINEER will submit their dispute to a mutually acceptable mediator for nonbinding mediation.
- 7.6.4 If mediation is not successful and if the amount in dispute is less than \$75,000, OWNER and ENGINEER agree to resolve their dispute by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA) then in effect, subject to the following restrictions and additions.
- 7.6.4.1 OWNER and ENGINEER will each appoint one arbitrator, and the two arbitrators chosen will select a third arbitrator. In the alternative, OWNER and ENGINEER may agree to use an arbitration panel provided by the AAA.
- 7.6.4.2 As a part of the preparation for the arbitration hearing, both the OWNER and ENGINEER shall have the right to engage in discovery to the extent that each may submit to the other up to 30 interrogatories and up to 15 requests for production of documents. In addition, each may take up to five depositions, but no deposition shall last for longer than one normal business day (eight hours). Discovery disputes shall be submitted to the arbitration panel.
- 7.6.5 If mediation is not successful and if the amount in dispute is \$75,000 or more, OWNER and ENGINEER will seek a resolution of their dispute through the normal legal process in a court of competent jurisdiction.
- 7.6.6 If a dispute is resolved through the procedure of paragraph 7.6.4 or paragraph 7.6.5, the prevailing party shall be entitled to recover from the other all court costs or arbitration fees.
- 7.6.7 If the complete resolution of a dispute requires the joinder of a third party that does not agree to follow the procedure set out in paragraph 7.6, such dispute shall not be resolved between OWNER and ENGINEER in accordance with said paragraph. However, this paragraph 7.6.7 shall have no application unless formal written notice of objection is given by the party wishing to utilize this subsection to avoid the procedure set forth in paragraph 7.6 within 30 days of formal notice of the dispute invoking paragraph 7.6.

ROLLINS EXCAVATING CO., LLC
1468 MIDDLE TENNESSEE BLVD.
MURFREESBORO, TN 37130
License #: 28516
Expires: 1/31/2016 Unlimited
HRA -A, B, C; MU-A.2.3
Bid Date: 5/27/2014 10:00 a.m.

City of Murfreesboro
Attn: Rob Lyons
City Hall
111 W Vine St
Murfreesboro, TN 37130

Received
5/27/2014
A: [Signature]

"BID ENCLOSED"
"Maple Street Alley Reconstruction"

MAPLE STREET ALLEY RECONSTRUCTION

ESTIMATED ROADWAY QUANTITIES

<u>Item No.</u>	<u>Description - BASE BID</u>	<u>Unit</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Amount</u>
105-01	Construction Stakes, Lines and Grades	LS	1	23,000.00	23,000.00
203-01	Road & Drainage Excavation (Unclassified)	CY	280	25.00	7,000.00
203-06	Water	MG	2	1.00	2.00
209-03.21	Filter Sock (12 inch)	LF	50	30.00	1,500.00
209-09.41	Sandbag Filter (Type 2)	EA	3	100.00	300.00
407-02.14	Asphalt Pavement Repair	SY	6	400.00	2,400.00
604-01.01	Class A Concrete (Roadway)	CY	100	300.00	30,000.00
608.40	6" SCH-40 PVC Pipe	LF	20	30.00	600.00
611-12	Catch Basins, 36"x18", 0'-4' Depth	LF	1	4,200.00	4,200.00
701-02.02	Concrete Driveway (8")	SF	320	16.00	5,120.00
701-02.03	Concrete Handicap Ramp	SF	170	15.00	2,550.00
702-01.02	Concrete Curb	LF	30	22.00	660.00
702-03.01	Concrete Combined Curb and Gutter	LF	30	35.00	1,050.00
712-01	Traffic Control	LS	1	45,000.00	45,000.00
717-01	Mobilization	LS	1	37,500.00	37,500.00
920-10.01	Permeable Concrete Paving	SF	2,500	14.00	35,000.00
	SUBTOTAL - ROADWAY				195,882.00 *
	SUPPLEMENTARY UNITS - ROADWAY				
203-02.05	Borrow Excavation (Shot Rock)	CY	20	10.00	200.00
203-05	Undercutting	CY	20	10.00	200.00
775-66.85	Crushed Stone (Placed at Direction of Engineer)	TON	30	10.00	300.00
795-14.02	Class B Concrete	CY	5	100.00	500.00
	SUBTOTAL - SUPPLEMENTARY UNITS				1,200.00 *
	TOTAL BID PRICE ROADWAY (Using Base Bid and Supplementary Units)				197,082.00 *

MAPLE STREET ALLEY RECONSTRUCTION

ESTIMATED ELECTRIC QUANTITIES

<u>Item No.</u>	<u>Description - BASE BID</u>	<u>Unit</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Amount</u>
E-1	2" PVC Conduit (Schedule 40)	LF	1695	4.00	6,780.00
E-2	2" 90 Degree Long Sweep Elbows 24"R (Schedule 40)	EA	10	60.00	600.00
E-3	2" 90 Degree Long Sweep Elbows 24"R (Schedule 80)	EA	60	75.00	4,500.00
E-4	3" PVC Conduit (Schedule 40)	LF	881	5.50	4,845.50
E-5	3" 90 Degree Long Sweep Elbows 24"R (Schedule 40)	EA	23	75.00	1,725.00
E-6	3" 90 Degree Long Sweep Elbows 24"R (Schedule 80)	EA	13	90.00	1,170.00
E-7	4" PVC Conduit (Schedule 40)	LF	365	7.00	2,555.00
E-8	4" 90 Degree Long Sweep Elbows 36"R (Schedule 40)	EA	6	100.00	600.00
E-9	4" 90 Degree Long Sweep Elbows 36"R (Schedule 80)	EA	2	100.00	200.00
E-10	Primary Utility Trench (48" Depth)	LF	210	19.00	3,990.00
E-11	Secondary Utility Trench (24" Depth)	LF	335	12.00	4,020.00
E-12	Street Light Concrete Foundation	EA	3	1500.00	4,500.00
E-13	Electric Secondary Vault (27"x17"x18" Deep) (Installation Only)	EA	7	300.00 3.00	2,100.00
E-14	Electric Commercial Primary Vault (Installation Only)	EA	1	600.00	600.00
E-15	88"x81"x8" Deep Concrete Pad for 3-phase Transformer	EA	1	2200.00	2,200.00
E-16	6" Concrete Bollard	EA	19	350.00	6,650.00
E-17	Type "A" Pavement Repair	SY	20	75.00	1,500.00
	TOTAL BID PRICE - ELECTRICAL				48,535.50 *

Item No.	Description	Unit	Qty.	Unit Price	Amount
	GRAND TOTAL BID PRICE (USING BASE BID AND SUPPLEMENTAL UNITS)				245,617.50 *

Note 1: Bids shall include sales tax and all other applicable taxes and fees.

Note 2: Low Bidder shall be determined by the combination of the base bid, supplemental bids and any alternates selected by the Owner. The Owner reserves the right to use in whatever combination best serves his interest.

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially complete within 150 calendar days after the date when the Contract Times commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 180 calendar days after the date when the Contract Times commences to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

Required Bid security in the form of Bid Bond or certified or cashiers check;
Executed Affidavit & Certificates of Compliance for Contractor with Drug Free Workplace.

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidder, the General Conditions, and the Supplementary Conditions.

If Bidder is:

An Individual

Name (typed or printed): _____
By: _____ (SEAL)
(Individual's signature)
Doing business as: _____
Business address: _____
Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)
By: _____
(Signature of general partner -- attach evidence of authority to sign)
Name (typed or printed): _____
Business address: _____
Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: Rollins Excavating Co, LLC (SEAL)
State of Incorporation: Tennessee
Type (General Business, Professional, Service, Limited Liability): LLC
By: Gerald B. Rollins
(Signature -- attach evidence of authority to sign)
Name (typed or printed): Gerald B. Rollins
Title: Chief Manager
Attest Debra Rollins (CORPORATE SEAL)
(Signature of Corporate Secretary)
Business address: 1468 Middle Tennessee Blvd.
Murfreesboro TN 37130
Phone No.: (615) 890-0722 FAX No.: (615) 848-9115
Date of Qualification to do business is 12/30/94

A Joint Venture

Joint Venture Name: _____ (SEAL)
By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)
Name (typed or printed): _____

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER:

CITY OF MURFREESBORO

111 W VINE ST.

MURFREESBORO, TN 37130

BID

BID DUE DATE: _____

PROJECT: Maple Street Alley Reconstruction

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)
Bidder's Name and Corporate Seal

(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

STATE OF Tennessee
COUNTY OF Rutherford

**BIDDER AFFIDAVIT ON COMPLIANCE
WITH DRUG-FREE WORKPLACE ACT AND CERTIFICATE**

Bidder, after being first duly sworn, affirms that it has a Drug-Free Workplace Program that complies with Tennessee Code Annotated, Title 50, Chapter 9, in effect at the time of submission of its bid, at least to the extent required of governmental entities. Bidder affirms that:

1. it has received a Certificate of Compliance with the applicable proportions of the Drug-Free Workplace Act from the Department of Labor and Workforce Development and has attached a copy of such certificate to this Affidavit; or,
2. it operates a drug and alcohol testing program at least as stringent as the City of Murfreesboro's drug and alcohol testing program as contained in Sections 3005 and 3006 of the City of Murfreesboro Employee Handbook and shall, upon request, provide documentation of such program to the City.

Rollins Excavating Co., LLC
Name of Bidder

Gerald B. Rollins, Chief Mgr.
Print Name and Title of Principal Officer

Gerald B. Rollins
Signature of Principal Officer

Sworn to and subscribed before me, a Notary Public for the above State and County, on this 22nd day of May, 2014.



Paula R. Smithson
Notary Public

My Commission Expires 3.18.15

STATEMENT OF COMPLIANCE CERTIFICATE
ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that Rollins Excavating Co, LLC have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference.

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid, that attests that such Bidder shall comply with requirements of Chapter no. 878.

Signed: Gerald B. Rollins

State of Tennessee
County of Rutherford)^{ss}

Personally appeared before me, Paula Smithson the undersigned Notary Public, Gerald B. Rollins, the within named bargainer, with whom I am personally acquainted, and known to me to be the President / Owner (Partner) (as applicable) of the Rollins Excavating Co, LLC, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this 22nd day of May, 2014

Paula Smithson
Notary Public

My commission expires 3.18.15



Statement of Compliance – Illegal Immigrants

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Tennessee)

County of Rutherford) ss.

Gerald B Rollins, being first duly sworn,
deposes and says that:

He is (Owner) (Partner) (Officer)
of Rollins Excavating Company, LLC
the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agrees, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Local Public Agency or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Gerald B. Rollins
Chief Manager
Title

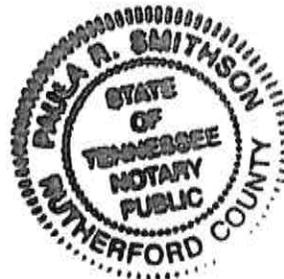
Subscribed and sworn to before me

this 22nd day of May, 2014

By Paula R. Smithson

Title Notary

My commission expires 3-18-15



ROLLINS EXCAVATING CO., LLC

1468 Middle Tennessee Blvd. Murfreesboro, TN 37130

Bidder's Qualification

April 2014

Experience

<u>Project Name</u>	<u>Project Owner</u>	<u>Contact</u>	<u>Contact #</u>
Salem Road Improvements	City of M'boro	Ken Hays	893-6441
Northfield Blvd	City of M'boro	Ken Hays	893-6441
Siegel Road	City of M'boro	Ken Hays	893-6441
Thompson Lane	City of M'boro	Ken Hays	893-6441
Bridge Ave	City of M'boro	Chris Griffith	893-6441
City of M'boro Mulching	City of M'boro	Chris Griffith	893-6441
Greenland Drive	City of M'boro	Chris Griffith	893-6441
Robert Rose Drive	City of M'boro	Chris Griffith	893-6441
River Rock Blvd. Road Widening	City of M'boro	Chris Griffith	893-6441
Bell Street Water Tank Demolition	City of M'boro	Chris Griffith	893-6441
North Spring Street Reconst.	City of M'boro	Chris Griffith	893-6441
MTSU -Annual Concrete/Asphalt	MTSU	Ron Malone	478-0857
Fall Creek Subd - Road Repair & Completion	Rutherford County	Bob Reed	898-7730
Smyrna Airport Flood Damage Repairs	Smyrna/Rutherford Co Airport Authority	John Black	459-2651
Jones Blvd Substation Addition Sitework	Murfreesboro Electric	Nick Brown	893-6441
Haynes Dr. Reconstruction	City of M'boro	Chris Griffith	893-6441
NHK Seating Sanitary Sewer Extension	MWSD		
NHK Seating Turn Lanes	City of M'boro	Chris Griffith	893-6441
Interstate Warehousing - Misc. Sitework	Tippmann Const.	Adam Tippmann	260-490-3000
Hurricane Creek Greenway Project, Ph 1	City of LaVergne	Lee Davidson	242-0040
Improved Technologies Group	City of M'boro	MWSD	890-0862
Molloy Lane Regional Stormwater Quality Pond, Phase 1	City of M'boro	Michael Hughes	890-7901

Present Commitments

City of Murfreesboro Annual Concrete & Storm Drainage Contract
Miscellaneous Concrete Work
Veteran's Parkway, (SW Loop Rd),Phase 2B

PRESENT COMMITMENTS AND EXPERIENCE



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

Bond No. N/A

CONTRACTOR:

(Name, legal status and address)
Rollins Excavating Co., LLC
1468 Middle Tennessee Blvd.
Murfreesboro, TN 37130

SURETY:

(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

Mailing Address for Notices
Liberty Mutual Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ Five Percent of the Amount Bid Dollars (\$ 5% of the Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)
Maple Street Alley Reconstruction

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

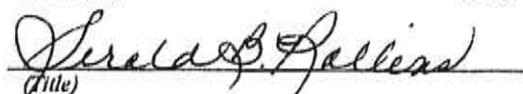
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of May 2014

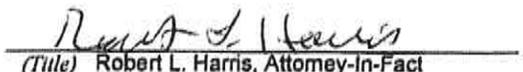

(Witness)

Rollins Excavating Co., LLC
(Principal) *(Seal)*


(Title)

Liberty Mutual Insurance Company
(Surety) *(Seal)*


(Witness)


(Title) Robert L. Harris, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6154888

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian Harris; Patricia S. Phipps; Robert L. Harris

all of the city of Nashville, state of TN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of June, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 5th day of June, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of May, 2014.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day

State of Tennessee

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

ROLLINS EXCAVATING CO., LLC

*This is to certify that all requirements of the State of Tennessee
have been met.*

ID NUMBER: 00028516

LIC STATUS: ACTIVE

EXPIRATION DATE: 01/31/2016

HRA-A.B.C; MU-A.2.3;

UNLIMITED



IN-1313

DEPARTMENT OF
COMMERCE AND INSURANCE

8827829
295406



City of Murfreesboro Business Tax License

ROLLINS GERALD B AND DELORES M
ROLLINS EXCAVATING CO LLC
1468 MIDDLE TENN BLVD
MURFREESBORO TN
37130-5053

Date Issued: 12-04-2013
Business Tax Classification: 4
Tax Period: 10-01-2012 to 09-30-2013
Expiration: 09-30-2014
License Type: New/Renewal
License Number: 2013 107666
Local Tax Account #: 1860
Active License

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The certificate must be displayed publicly at the location for which it is issued.

The license is valid for the tax period indicated and up to 60 days after the period ending date as needed to allow sufficient time for filing and remitting business taxes for the previous period. Businesses ceasing operation must file a final business tax return and make full payment of business taxes due within 15 days of closure.

All tax returns and payments must be made to the Tennessee Department of Revenue. Electronic filing and payment is required for certain taxpayers and encouraged for all. Please visit www.TN.gov/Revenue for more information on business tax and filing requirements.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules, and regulations. Also, as required by Tenn. Code Ann. Section 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

Nancy E. Brown

AUTHORIZED OFFICIAL

12/11/13
DATE

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA

City of Murfreesboro Business Tax License

This certificate must be publicly displayed

ROLLINS EXCAVATING CO LLC
1468 MIDDLE TENNESSEE BLV
MURFREESBORO TN
37130-5053



Date Issued: 12-04-2013
Business Tax Classification: 4
Tax Period: 10-01-2012 to 09-30-2013
Expiration: 09-30-2014
License Type: New/Renewal
License Number: 2013 107666
Local Tax Account #: 1860
Active License



... creating a better quality of life

February 4, 2016

Honorable Mayor and Members of City Council:

RE: Approval to Purchase Network, Video Conferencing and Telephone System Equipment and Services

As an item for the agenda of February 4, 2016, it is recommended that City Council approve the purchase of networking, video conferencing and telephone equipment and services for the Fire and Rescue Stations as outlined below in the Recommendation section.

Background

Purpose:

The proposed purchase includes telephones, network equipment and smart boards that will be installed at Fire Administration and each of the City's fire stations. This will replace the existing equipment which is approaching end of life support.

This equipment will be used to help increase communications with departmental personnel and to deliver training without needing to re-deploy personnel from their station to an off-site classroom. This will enable Fire Administration to video-conference all stations simultaneously and provide daily briefings and staff meetings. While it does not replace face-to-face meetings, this will be a very efficient vehicle to share information quickly.

Scope of Work:

Replace the existing network infrastructure equipment due to end of maintenance support. Replace telephone equipment to enhance communication ability and reduce monthly recurring expense. Purchase video conference equipment to enhance training capabilities within the department.

Selection process:

The network and computer equipment and services are being purchased from the existing contract held between the City and Dell / Waypoint. The telephone equipment is being purchased from our existing vendor who installed the system and holds the contract for maintenance and support. The video conference equipment was quoted from different authorized vendors of that equipment. The IT Department has standardized the Dell networking equipment, the NEC telephone equipment and the Sharp presentation systems.

Fiscal Impact

If approved, the funding for this purchase will come from savings in the 2010 Fire & Rescue Department CIP Budget. The total cost of equipment and services is \$219,743.08. Staff has determined a cost savings in recurring telephone expenses of \$10,000 monthly once the network, radio and telephone systems are upgraded. This will allow the discontinuance of costly line

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Regular Agenda
February 4, 2016

charges necessary for ISO compliance that will no longer be necessary after the network and telephone system upgrade is complete.

Recommendation

It is recommended that City Council approve the purchase of the equipment necessary to upgrade and implement the network, video conferencing and telephone systems within the Fire and Rescue Department.

Attachment

Pricing and Specifications Sheet

Respectfully submitted,

Mark Foulks
Fire & Rescue Chief

C: City Recorder Wright
Interim Police Chief Bowen
Public Safety MIS Coordinator Terry
Director of Information Technology Lilly

Request for 2010 CIP Funding Change

Networking Upgrades

Teleconference Equipment

Station Telephone Replacement

Networking Equipment

Core Fiber Switch at Public Safety Data Room	1	16,930.05	16,930.05
Core Fiber Switch City Hall Data Room	1	18,959.00	18,959.00
Core Fiber Switch (Spare)	1	7,985.00	7,985.00
Premise 24 Port Switches	17	1,822.50	30,982.50
Premise 48 Port Switches	14	2,673.75	37,432.50
Aerohive Wifi Access Points	20	469.90	9,398.00
Aerohive Data Management	1	1,110.55	1,110.55
1GB Stacking Cables	8	28.75	230.00
			\$ 123,027.60

Networking Services

Dell/Waypoint	1	32,938.08	32,938.08
			\$ 32,938.08

Presentation Board

Sharp Aquos PN-L803C	1	13,490.00	13,490.00
			\$ 13,490.00

Video Conference Equipment

Logitech CC-3000e	15	789.99	11,849.85
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Computers

Dell 3020	15	1,046.50	15,697.50
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Multi-Function Printers

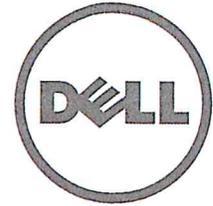
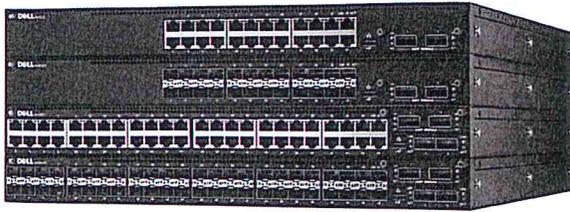
Brother MFC L2470DW	15	292.99	4,394.85
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NEC IP Telephones

NEC ILZ-24D	70	193.77	13,563.90
Upgrade to System needed to add telephones and lines	1	2,381.30	2,381.30
Telephone Services	1	2,400.00	2,400.00
			\$ 18,345.20

Total cost of network infrastructure upgrade, teleconference and telephone equipment

\$ 219,743.08



Dell Networking N4000 series

Dell Networking N4000 is a series of energy-efficient and cost-effective 10GbE switches designed for modernizing and scaling network infrastructure. N4000 switches utilize a comprehensive enterprise-class Layer 2 and Layer 3 feature set, deliver consistent, simplified management and offer high-availability device and network design.

The N4000 switch series offers a power-efficient and resilient 10 Gigabit Ethernet (10GbE) switching solution with support for 40GbE uplinks for advanced Layer 3 distribution for offices and campus networks. The N4000 switch series has high-performance capabilities and wire-speed performance utilizing a non-blocking architecture to easily handle unexpected traffic loads. The N4000 series includes dual internal hot-swappable 80PLUS-certified power supplies for high availability and power efficiency. The switches offer simple management and scalability via flexible user port stacking at 10Gbps or 40Gbps. The high-availability stacking architecture allows management of up to 12 switches from a single IP address.

Modernize campus network architectures

Modernize campus network architectures with a power-efficient and resilient 10/40GbE switching solution for environments requiring high throughput and availability at the aggregation or core. For greater interoperability in multivendor networks, all N-Series switches offer the latest open-standard protocols and include technology to interface with Cisco protocol RPVST+* and devices using CDP.

Achieve high availability and full bandwidth utilization with Multi-chassis Link Aggregation (MLAG). All N-Series switches support MLAG to create active/active loop-free redundancy without spanning tree. Server rooms can deliver reliable server and storage connectivity with features to help save time and avoid configuration errors. These high density 24-port or 48-port 10GbE switches are ready for converged fabric requirements for SAN and LAN networks with loss-less operation for iSCSI environments with Data Center Bridging (DCB). The N4000 series is also fully tested and validated to work with Dell EqualLogic™ PS-Series storage arrays.**

Leverage familiar tools and practices

All N-Series switches include Dell Networking OS 6 designed for easier deployment, greater interoperability and a lower learning curve for network administrators. One common command line interface (CLI) and GUI using a well-known command language gets skilled network administrators productive quickly. This allows network administrators to maintain consistent configurations by running one OS release across all N-Series products. With USB auto-configuration, network administrators can rapidly deploy mirrored configurations to numerous devices by simply inserting a USB key.

Deploy with confidence at any scale

N4000 series switches help create performance assurance with a data rate up to 1.28Tbps (full duplex) and a forwarding rate up to 952Mpps. Scale easily with 10/40Gbps user port stacking supporting distances up to 100 meters. Switch stacks of up to 672 10GbE ports can be managed from a single screen using the highly-available stacking architecture for high-density aggregation with seamless redundant availability. N-Series switches help provide certainty with a lifetime warranty that covers software upgrades, hardware repair or replacement as well as optics and cables purchased with the switch. Details at Dell.com/LifetimeWarranty***

Hardware, performance and efficiency

- Up to 32 10GbE ports (N4032 and N4032F) and up to 64 10GbE ports (N4064 and N4064F) using breakout cables.
- Converged network support for DCB with Priority Flow Control (802.1Qbb), ETS (802.1Qaz), DCBx, iSCSI TLV Support.
- Up to 672 10GbE ports in a 12-unit stack for high-density, high-availability aggregation and distribution in wiring closets/MDFs. Non-stop forwarding and fast failover in stack configurations.
- Hot swappable expansion module supporting dual-port QSFP+ (8x 10GbE), quad-port 10GBaseT and quad-port SFP+.
- Dual 80PLUS-certified efficient hot swappable power supplies and redundant variable speed fan operation helps decrease cooling and power costs.
- Energy-Efficient Ethernet and lower power PHYs reduce power to inactive ports and idle links, providing energy savings from the power cord to the port.
- Dell Fresh Air compliance for operation in environments up to 122°F (50°C) helps reduce cooling costs in temperature constrained deployments.

Deploying, configuring and managing

- Tool-less ReadyRails™ significantly reduces rack installation time.
- USB auto-configuration rapidly deploys the switches without setting up complex TFTP configurations or sending technical staff to remote offices.
- Plug-and-Play configuration with Dell EqualLogic iSCSI storage arrays** and one-command iSCSI setup alleviates multiple step configuration and potential configuration errors.
- Management via an intuitive and familiar CLI, embedded web server (GUI), SNMP-based management console application (including Dell OpenManage Network Manager), Telnet or serial connection.
- Private VLAN extensions and Private VLAN Edge support.
- AAA authorization, TACACS+ accounting and RADIUS support for comprehensive secure access support.
- Authentication tiering allows network administrators to tier port authentication methods such as 802.1x, MAC Authentication Bypass and Captive Portal in priority order so that a single port can provide flexible access and security.
- Achieve high availability and full bandwidth utilization with MLAG and support firmware upgrades without taking the network offline.
- Interfaces with RPVST+* protocol for greater flexibility and interoperability in Cisco networks.
- Advanced Layer 3 IPv4 and IPv6 functionality.
- Flexible routing options with policy-based routing to route packets based on assigned criteria beyond destination address.
- Remote Switch Port Analyzer (RSPAN) monitors ports across a Layer 2 domain without costly dedicated network taps.

*Available starting with Dell Networking OS 6.1 release

**Contact your Dell representative for a full list of validated storage arrays.

***Select Networking products carry a Lifetime Limited Warranty with Basic Hardware Service (repair or replacement) for life. Repair or replacement does not include troubleshooting, configuration, or other advanced services provided by Dell ProSupport.

Specifications: Dell Networking N4000 series

Dell SKU description	
N4032: 24x 10GbE RJ45 auto-sensing (10Gb/1Gb) fixed ports, 1x hot swap expansion module bay, 2x redundant 460W PSU included	
N4032F: 24x 10GbE SFP+ auto-sensing (10Gb/1Gb) fixed ports, 1x hot swap expansion module bay, 2x redundant 460W PSU included	
N4064: 48x 10GbE RJ45 auto-sensing (10Gb/1Gb) fixed ports, 2x 40GbE QSFP+ fixed ports, 1x hot swap expansion module bay, 2x redundant 460W PSU included	
N4064F: 48x 10GbE SFP+ auto-sensing (10Gb/1Gb) fixed ports, 2x 40GbE QSFP+ fixed ports, 1x hot swap expansion module bay, 2x redundant 460W PSU included	
Power cords	
125V, 15A, 10 feet, NEMA 5-15/C13	
250V, 12A, 2 meters, C13/C14	
Country- and region-specific power cord options available	
Modules (optional)	
4-port 10 Ggabit SFP+ hot swappable module	
4-port 10 Ggabit Base-T RJ-45 hot swappable module	
2-port 40 Ggabit QSFP+ hot swappable module	
Optics (optional)	
Transceiver, SFP, 1000BASE-T	
Transceiver, SFP, 1000BASE-SX, 850nm wavelength, up to 550m reach	
Transceiver, SFP, 1000BASE-LX, 1310nm wavelength, up to 10km reach	
Transceiver, SFP+, 10GbE, LRM, 1310nm wavelength, up to 220m reach	
Transceiver, SFP+, 10GbE, SR, 850nm wavelength, up to 300m reach	
Transceiver, SFP+, 10GbE, LR, 1310nm wavelength, up to 10km reach	
Transceiver, QSFP+, 40GbE, SR4, 850nm wavelength, up to 150m reach	
Transceiver, QSFP+, 40GbE, ESR, 850nm wavelength, up to 300m reach	
Transceiver, QSFP+, 40GbE, LR4, 1310nm wavelength, up to 10km reach	
Transceiver, QSFP+, 40GbE, PSM4 with 1m, 5m or 15m pigtail to MPO	
Cables (optional)	
Dell Networking cable, SFP+ to SFP+, 10GbE, copper twinax direct attach cable, 0.5m, 1m, 3m, 5m, 7m	
Dell Networking cable, QSFP+ to 4x SFP+, 40GbE to 4x10GbE, passive copper breakout cable, 0.5m, 1m, 3m, 5m, 7m	
Dell Networking cable, QSFP+ to QSFP+, 40GbE, passive copper direct attach cable, 0.5m, 1m, 3m, 5m, 7m	
OM3 MTP fiber cable, QSFP+ to QSFP+, 40GbE, requires QSFP+ optics, 1m, 3m, 5m, 7m, 10m, 25m, 50m, 75m, 100m	
Fiber breakout cable, QSFP+ to 4x SFP+, 40GbE MTP to 4x 10GbE LC, requires 1x QSFP+ and 4x SFP+ optics, 1m, 3m, 5m, 7m	
Physical	
User port stacking up to 100m using 10Gb or 40Gb supporting up to 160Gbps (full duplex)	
Rear out-of-band management port (10/100/1000BASE-T)	
USB (Type A) port for configuration via USB flash drive	
Auto-negotiation for speed and flow control	
Auto-MDI/MDIX, port mirroring	
Flow-based port mirroring	
Broadcast storm control	
Energy-Efficient Ethernet per port settings	
Redundant variable speed fans	
Air flow: I/O to power supply	
Dual redundant hot swappable power supplies included 460W RJ45 console/management port with RJ232 signaling (RJ-45 to female DB-9 connector cable included)	
Dual firmware images on-board	
Chassis	
Size (1RU): 1.71 in x 17.08 in x 18.11 in (43.43 mm x 433.83 mm x 459.99 mm) (H x W x D)	
Approximate weight: 21.67lbs/9.83kg (N4032), 21.14lbs/9.59kg (N4032F), 24.07lbs/10.92kg (N4064), 23.28lbs/10.56kg (N4064F)	
ReadyRails rack mounting system, no tools required	
Environmental	
Power supply efficiency: 30% or better in all operating modes	
Max. thermal output (BTU/hr): 82.34 (N4032), 603.86 (N4032F), 1353.53 (N4064), 754.82 (N4064F)	
Power consumption max (watts): 240 (N4032), 176 (N4032F), 395 (N4064), 220 (N4064F)	
Operating temperature: 32° to 122°F (0° to 50°C)	
Operating relative humidity: 90%	
Storage temperature: -4° to 158°F (-20° to 70°C)	
Storage relative humidity: 95%	
Performance	
MAC addresses: 131,072	
Static routes: 1,024 (IPv4)/1,024 (IPv6)	
Dynamic routes: 8,160 (IPv4)/4,096 (IPv6)	
Switch fabric capacity (full duplex): 640Gbps (N4032 and N4032F), 1.28Tbps (N4064 and N4064F)	
Forwarding rate: 476Mpps (N4032 and N4032F), 952Mpps (N4064 and N4064F)	
Link aggregation: 128 LAG groups, 144 dynamic ports per stack, 8 member ports per LAG	
Queues per port: 8	
Line-rate Layer 2 switching: All (non-blocking)	
Line-rate Layer 3 routing: All (non-blocking)	
Flash memory: 256MB	

Packet buffer memory: 9MB	
CPU memory: 2GB	
OSPF routing interfaces: 8,160	
RIP routing interfaces: 512	
ECMP next hops per route: 4	
ECMP groups: 1,024	
VLAN routing interfaces: 128	
VLANs supported: 4,094	
Protocol-based VLANs: Supported	
Multicast forwarding entries: 512 (IPv4), 256 (IPv6)	
ARP entries: 61,444	
NDP entries: 400	
Access control lists (ACL): Supported	
MAC and IP-based ACLs: Supported	
Time-controlled ACLs: Supported	
Max number of ACLs: 100	
Max ACL rules system-wide: 3,072	
Max rules per ACL: 1,023	
Max ACL rules per interface (IPv4): 2,047 (ingress), 1,023 (egress)	
Max ACL rules per interface (IPv6): 1,021 (ingress), 512 (egress)	
Max VLAN interfaces with ACLs applied: 24	
IEEE compliance	
802.1AB LLDP	
Dell Voice VLAN	
802.1D ISDP (inter-operates with devices running CDP)	
Dell Bridging, Spanning Tree	
802.1P Ethernet Priority (User Provisioning and Mapping)	
Dell Adjustable WRR and Strict Queue Scheduling	
802.1Q VLAN Tagging, Double VLAN Tagging, GVRP	
802.1Qaz DCBx, Enhanced Transmission Selection (ETS)	
802.1Qbb Priority-based Flow Control (PFC)	
802.1s Multiple Spanning Tree (MSTP)	
802.1w Protocol-based VLANs	
Dell Rapid Spanning Tree (RSTP)	
Dell RSTP-Per VLAN (compatible with Cisco's RPVST+)*	
Dell Spanning tree optional features: STP root guard, BPDU guard, BPDU filtering	
802.1X Network Access Control, Auto VLAN	
802.2 Logical Link Control	
802.3 10BASE-T	
802.3ab Gigabit Ethernet (1000BASE-T)	
802.3ac Frame Extensions for VLAN Tagging	
802.3ad Link Aggregation with LACP	
802.3ae 10 Gigabit Ethernet (10GBASE-X)	
802.3AX LAG Load Balancing	
Dell Multi-Chassis LAG (MLAG)	
Dell Policy Based Forwarding	
802.3az Energy-Efficient Ethernet (EEE)	
802.3u Fast Ethernet (100BASE-TX) on management ports	
802.3x Flow Control	
802.3z Gigabit Ethernet (1000BASE-X)	
ANSI LLDLP-MED (TIA-1057)	
Dell EqualLogic iSCSI Auto-configuration	
MTU 9,216 bytes	
*Available starting with Dell Networking OS 6.1 release	
RFC compliance and additional features	
General Internet protocols	
General Internet protocols are supported. For a detailed list, please contact your Dell representative.	
General IPv4 protocols	
General IPv4 protocols are supported. For a detailed list, please contact your Dell representative.	
General IPv6 protocols	
General IPv6 protocols are supported. For a detailed list, please contact your Dell representative.	
Layer 3 functionality	
1058 RIPv1 2453 RIPv2	
1724 RIPv2 MIB Extension 2740 OSPFv3	
1765 OSPF DB overflow 2737 VRRP MIB	
1850 OSPF MIB 3101 NSSA	
2052 RIP-2 MD5 Auth 3157 OSPF Stub Router Advert	
2328 OSPFv2 3623 Graceful Restart	
2338 VRRP 3768 VRRP	
2370 Opaque LSA Option 5187 OSPFv3 Graceful Restart	
Dell Policy Based Routing	
Multicast	
1112 IGMPv1 3810 MLDv2	
2236 IGMPv2 3973 PIM-DM	
2365 Admin scoped IP Mcast 4541 IGMP v1/v2/v3 Snooping	
2710 MLDv1 and Querier	
2952 IPv4 MIB 4601 PIM-SM	
2933 IGMP MIB 5060 PIM-MIB	
3376 IGMPv3 Dell Static IP Multicast	
Draft-ietf-pim-sm-bsr-05	
Draft-ietf-idmr-dvmrp-v3-10 DVMRP	
Draft-ietf-magma-igmp-proxy-06.txt IGMP/MLD Proxying	
Draft-ietf-magma-igmpv3-and-routing-05.txt	
draft-ietf-idmr-dvmrp-mib-11	
draft-ietf-magma-mgmd-mib-05	
draft-ietf-pim-bsr-mib-06	
IEEE 802.1ag draft 8.1 - Connectivity Fault Management (CFM)	
IEEE 802.1p GMRP Dynamic L2 Multicast Registration	

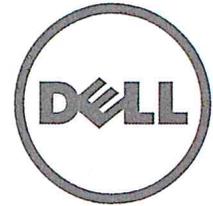
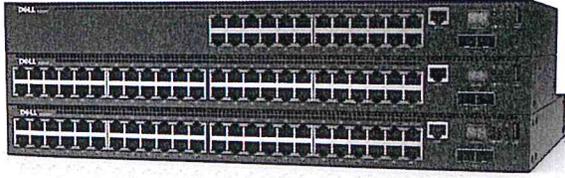
Quality of service	
2474 DiffServ Field 2697 s/TCM	
2475 DiffServ Architecture 4115 t/TCM	
2597 Assured Fwd P+H Dell L4 Trusted Mode	
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Dell Flow Based QoS Services Mode (IPv4/IPv6)	
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1155 SMIv1 2856 Text Conv. For High Capacity Data Types	
1157 SNMPv1 2863 Interfaces MIB	
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1213 MIB-II 2866 RADIUS Accounting	
1215 SNMP Traps 2868 RADIUS Attributes for Tunnel Prot.	
1286 Bridge MIB 2869 RADIUS Extensions	
1442 SMIv2 3410 Internet Standard	
1451 Manager-to-Manager MIB 3411 Mgmt. Framework	
1492 TACACS+ 3411 SNMP Management Framework	
1493 Managed objects for Bridges MIB 3412 Message Processing and Dispatching	
1573 Evolution of Interfaces 3413 SNMP Applications	
1612 DNS Resolver MIB Extensions 3414 User-based security model	
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1757 RMON MIB 3416 Community-based	
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1907 SNMPv2 MIB 3418 SNMP MIB	
1908 Coexistence between SNMPv1/v2 3577 RMON MIB	
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2012 TCP MIB 3737 Registry of RMON MIB	
2013 UDP MIB 4086 Randomness Requirements	
2068 HTTP/1.1 4113 IUDP MIB	
2096 IP Forwarding Table MIB 4251 SSH Protocol	
2233 Interfaces Group using SMIv2 4252 SSH Authentication	
2246 TLS v1 4253 SSH Transport	
2271 SNMP Framework MIB 4254 SSH Connection Protocol	
2295 Transport Content Negotiation 4419 SSH Transport Layer Protocol	
2296 Remote Variant Selection 4521 LDAP Extensions	
2346 AES Ciphersuites for TLS 4716 SECSH Public Key File Format	
2576 Coexistence between SNMPv1/v2/v3 6101 SSL	
2578 SMIv2 6398 IP Router Alert	
2579 Textual Conventions for SMIv2 Dell Enterprise MIB	
2580 Conformance Statements for SMIv2 supporting routing features draft-ietf-humbrb-etherif-mib-v3-00.txt (Obsolete: RFC 2665)	
2613 RMON MIB Dell s/flow version 1.3 draft: 5	
2618 RADIUS Authentication MIB Dell 802.1x Monitor Mode	
2620 RADIUS Accounting MIB Dell Custom Login Banners	
2665 Ethernet-like Interfaces MIB Dell Dynamic ARP Inspection	
2666 Identification of Ethernet chipsets Dell IP Address Filtering	
2674 Extended Bridge MIB Dell Tied Authentication	
2737 ENTITY MIB Dell RSPAN	
2818 HTTP over TLS Beta OpenFlow 1.0	
2819 RMON MIB (groups 1, 2, 3, 9)	
Regulatory, environment and other compliance	
Safety and emissions	
Australia/New Zealand: ACMA RCA Class A	
Canada: ICES Class A, cUL	
China: CCC Class A, NAL	
Europe: CE Class A	
Japan: VCCI Class A	
USA: FCC Class A, NRTL UL	
Eurasia Customs Union: EAC	
Germany: GS mark	
Product meets EMC and safety standards in many countries: inclusive of USA, Canada, EU, Japan, China.	
For more country-specific regulatory information and approvals, please see your Dell representative.	
RoHS	
Product meets RoHS compliance standards in many countries: inclusive of USA, EU, China, and India. For more country-specific RoHS compliance information, please see your Dell representative.	
EU WEEE	
EU Battery Directive	
REACH	
Energy	
Japan: JEL	
Certifications (available or coming soon)	
Available with US Trade Agreements Act (TAA) compliance.	
N-Series products have the necessary features to support a PCI compliant network topology.	

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November 2013 | Version 1.0
Dell_Networking_N4000_Series_spec_sheet





Dell Networking N2000 series

Dell Networking N2000 is a series of energy-efficient and cost-effective 1GbE switches designed for modernizing and scaling network infrastructure. N2000 switches utilize a comprehensive enterprise-class Layer 2+ feature set, deliver consistent, simplified management and offer high-availability device and network design.

The N2000 switch series offers a power-efficient Gigabit Ethernet (GbE) network-access switching solution with integrated 10GbE uplinks. The N2000 switch series has high-performance capabilities and wire-speed performance, utilizing a non-blocking architecture to easily handle unexpected traffic loads. The switches offer simple management and scalability via an 84Gbps (full-duplex) high-availability stacking architecture that allows management of up to 12 switches from a single IP address.

An integrated 80PLUS-certified power supply and features such as Energy-Efficient Ethernet and short cable detection provide energy efficiency to help decrease power and cooling costs.

Modernize campus network architectures

Modernize campus network architectures with a power-efficient and resilient 1/10GbE switching solution with Power over Ethernet Plus (PoE+). Select N2000 models offer 24 or 48 ports of PoE+ to deliver clean power to network devices such as wireless access points (APs), Voice-over-IP (VoIP) handsets, video conferencing systems and security cameras. For greater interoperability in multivendor networks, all N-Series switches offer the latest open-standard protocols and include technology to interface with Cisco protocol RPVST+* and devices using CDP. Achieve high availability and full bandwidth utilization with Multi-chassis Link Aggregation (MLAG). All N-Series switches support MLAG to create active/active loop-free redundancy without spanning tree.

Leverage familiar tools and practices

All N-Series switches include Dell Networking OS 6, designed for easier deployment, greater interoperability and a lower learning curve for network administrators. One common command line interface (CLI) and graphic user interface (GUI) using a well-known command language gets skilled network administrators productive quickly. This allows network administrators to maintain consistent configurations by running one OS release across all N-Series products. With USB auto-configuration, network administrators can rapidly deploy mirrored configurations to numerous devices by simply inserting a USB key.

Deploy with confidence at any scale

N2000 series switches help create performance assurance with a data rate up to 220Gbps (full duplex) and a forwarding rate up to 164Mpps. Scale easily with built-in rear stacking ports. Switch stacks of up to 600 1GbE ports can be managed from a single screen using the highly-available stacking architecture for high-density aggregation with seamless redundant availability. N-Series switches help provide certainty with a lifetime warranty that covers software upgrades, hardware repair or replacement, and optics and cables purchased with the switch. Details at Dell.com/LifetimeWarranty.**

Hardware, performance and efficiency

- Up to 48 line-rate GbE RJ-45 ports and two integrated 10GbE SFP+ ports.
- Support for 24 ports of PoE+ in 1RU or up to 48 ports of PoE+ with an optional external power supply.
- Up to 600 1GbE ports in a 12-unit stack for high-density, high-availability in IDFs, MDFs and wiring closets.
- Non-stop forwarding and fast failover in stack configurations.
- Energy-Efficient Ethernet and lower power PHYs reduce power to inactive ports and idle links, providing energy savings from the power cord to the port.
- Dell Fresh Air compliance for operation in environments up to 122°F (50°C) helps reduce cooling costs in temperature constrained deployments.

Deploying, configuring and managing

- USB auto-configuration rapidly deploys the switch without setting up complex TFTP configurations or sending technical staff to remote offices.
- Management via an intuitive and familiar CLI, embedded web server (GUI), SNMP-based management console application (including Dell OpenManage Network Manager), Telnet or serial connection.
- Private VLAN extensions and Private VLAN Edge support.
- AAA authorization, TACACS+ accounting and RADIUS support for comprehensive secure access support.
- Authentication tiering allows network administrators to tier port authentication methods such as 802.1x, MAC Authentication Bypass and Captive Portal in priority order so that a single port can provide flexible access and security.
- Achieve high availability and full bandwidth utilization with MLAG and support firmware upgrades without taking the network offline.
- Interfaces with RPVST+* protocol for greater flexibility and interoperability in Cisco networks.
- Advanced Layer 2+ IPv4 and IPv6 functionality including static routing and Routing Information Protocol support.
- Policy based forwarding provides access control for all packets that are bridged within a VLAN or that are routed into or out of a VLAN.
- Remote Switch Port Analyzer (RSPAN) monitors ports across a Layer 2 domain without costly dedicated network taps.

*Available starting with OS 6.1 release

**Select Networking products carry a Lifetime Limited Warranty with Basic Hardware Service (repair or replacement) for life. Repair or replacement does not include troubleshooting, configuration, or other advanced service provided by Dell ProSupport.

Specifications: Dell Networking N2000 series

Dell SKU description

N2024: 24x RJ45 10/100/1000 Mb auto-sensing ports, 2x SFP+ ports, 2x stacking ports, 1 integrated 100W PSU

N2024P: 24x RJ45 10/100/1000 Mb PoE+ (up to 30.8w) auto-sensing ports, 2x SFP+ ports, 2x stacking ports, 1 integrated 1000W PSU

N2048: 48x RJ45 10/100/1000 Mb auto-sensing ports, 2x SFP+ ports, 2x stacking ports, 1 integrated 100W PSU

N2048P: 48x RJ45 10/100/1000 Mb PoE+ (up to 30.8w) auto-sensing ports, 2x SFP+ ports, 2x stacking ports, 1 integrated 1000W PSU

Power cords

125V, 15A, 10 feet, NEMA 5-15/C13

250V, 12A, 2 meters, C13/C14

Country- and region-specific power cord options available

Power supplies (optional)

RPS720 external power supply for N2000 non-POE (720 watts): N2024 and N2048 (sold separately)

MPS1000 external power supply for N2000 PoE+ switches (1000 watts): N2024P and N2048P (sold separately)

Optics (optional)

Transceiver, SFP, 1000BASE-T

Transceiver, SFP, 1000BASE-SX, 850nm wavelength, up to 550m reach

Transceiver, SFP, 1000BASE-LX, 1310nm wavelength, up to 10km reach

Transceiver, SFP, 1000BASE-ZX, 1550nm wavelength, up to 80km reach

Transceiver, SFP+, 10GbE, LRM, 1310nm wavelength, up to 220m reach

Transceiver, SFP+, 10GbE, SR, 850nm wavelength, up to 300m reach

Transceiver, SFP+, 10GbE, LR, 1310nm wavelength, up to 10km reach

Transceiver, SFP+, 10GbE, ER, 1550nm wavelength, up to 40km reach

Cables (optional)

Stacking cable 0.25m, 1m and 3m

Dell Networking cable, SFP+, 10GbE, copper twinax direct attach cable, 0.5m, 1m, 3m, 5m and 7m

Physical

2 rear stacking ports (21Gbps) supporting up to 84Gbps (full-duplex)

2 integrated front 10GbE SFP+ dedicated ports

USB (Type A) port for configuration via USB flash drive

Auto-negotiation for speed and flow control

Auto MDI/MDIX, port mirroring

Flow-based port mirroring

Broadcast storm control

Energy-Efficient Ethernet per port settings

Redundant variable speed fans

Air flow I/O to power supply

Integrated power supply: 100W AC (N2024, N2048), 1000W AC (N2024P, N2048P)

RJ45 console port with RS232 signaling (RJ-45 to female DB-9 connector cable included)

Dual firmware images on-board

Chassis

Size (RU): 1.7 in x 17.3 in x 10.1 in (43.5 mm x 440.0 mm x 257.0 mm) (H x W x D) (N2024 and N2048)

1.7 in x 17.3 in x 15.2 in (43.5 mm x 440.0 mm x 387.0 mm) (H x W x D) (N2024P and N2048P)

Approximate weight: 8.135lbs/3.69kg (N2024), 14.0435lbs/6.37kg (N2024P), 8.9237lbs/4.05kg (N2048), 14.9914lbs/6.8kg (N2048P)

Rack mounting kit with 2 mounting brackets, bolts and cage nuts

Environmental

Power supply efficiency: 80% or better in all operating modes

Max. thermal output (BTU/hr): 11744 (N2024), 3,113.33 (N2024P), 1677 (N2048), 6069.80 (N2048P)

Power consumption max (watts): 42.9 (N2024), 913 (N2024P), 53.9 (N2048), 1738 (N2048P)

Operating temperature: 32° to 122°F (0° to 50°C)

Operating humidity: 95%

Storage temperature: -40° to 149°F (-40° to 65°C)

Storage relative humidity: 85%

Performance

MAC addresses: 8,192

Static routes: 256 (IPv4)/128 (IPv6)

Dynamic routes: 256 (IPv4)

Switch fabric capacity (full duplex): 172Gbps (N2024 and N2024P)

220Gbps (N2048 and N2048P)

Forwarding rate: 128Mpps (N2024 and N2024P)

164Mpps (N2048 and N2048P)

Link aggregation: 128 LAG groups, 144 dynamic ports per stack, 8 member ports per LAG

Priority queues per port: 8

Line-rate Layer 2 switching: All (non-blocking)

Line-rate Layer 3 routing: All (non-blocking)

Flash memory: 256MB

Packet buffer memory: 4MB

CPU memory: 1GB

RIP routing interfaces: 256

VLAN routing interfaces: 256

VLANs supported: 4,094

Protocol-based VLANs: Supported

ARP entries: 1,024

NDP entries: 400

Access control lists (ACL): Supported

MAC and IP-based ACLs: Supported

Time-controlled ACLs: Supported

Max number of ACLs: 100

Max ACL rules system-wide: 2,048

Max rules per ACL: 1,023

Max ACL rules per interface (IPv4): 1,024 (ingress), 512 (egress)

Max ACL rules per interface (IPv6): 512 (ingress), 256 (egress)

Max VLAN interfaces with ACLs applied: 24

IEEE compliance

802.1AB

LLDP

Dell

802.1D

Bridging, Spanning Tree

802.1p

Ethernet Priority (User Provisioning and Mapping)

Dell

Adjustable WRR and Strict Queue Scheduling

802.1Q

VLAN Tagging, Double VLAN Tagging, CVRP

802.1S

Multiple Spanning Tree (MSTP)

802.1v

Protocol-based VLANs

802.1W

Rapid Spanning Tree (RSTP)

Dell

RSTP-Per VLAN (compatible with Cisco's RPVST+)*

Dell

Spanning tree optional features: STP root guard, BPDUGuard, BPDUFILTERING

802.1X

Network Access Control, Auto VLAN

802.2

Logical Link Control

802.3

10BASE-T

802.3ab

Gigabit Ethernet (1000BASE-T)

802.3ac

Frame Extensions for VLAN Tagging

802.3ad

Link Aggregation with LACP

802.3ae

10 Gigabit Ethernet (10GBASE-X)

802.3AX

LAG Load Balancing

Dell

Multi-Chassis LAG (MLAG)

Dell

Policy Based Forwarding

802.3az

Energy Efficient Ethernet (EEE)

802.3u

Fast Ethernet (100BASE-TX) on Management Ports

802.3x

Flow Control

802.3z

Gigabit Ethernet (1000BASE-X)

ANSI

LLDP-MED (TIA-1057)

MTU

9,216 bytes

*Available starting with Dell Networking OS 6.1 release

IEEE 802.1ag draft 8.1 – Connectivity Fault Management

Quality of service

2474

DiffServ Field

2475

DiffServ Architecture

2597

Assured Fwd PHB

Dell

Port Based QoS Services Mode

Dell

Flow Based QoS Services Mode (IPv4/IPv6)

2082

RIP-2 MD5 Auth

2453

RIPv2

4541

IGMP v1/v2/v3 Snooping and Querier

2932

IPV4 MIB

2697

sTCM

4115

tTCM

Dell

L4 Trusted Mode (TCP/UDP)

RFC compliance and additional features

General Internet protocols

General Internet protocols are supported. For a detailed list, please contact your Dell representative.

General IPv4 protocols

General IPv4 protocols are supported. For a detailed list, please contact your Dell representative.

General IPv6 protocols

General IPv6 protocols are supported. For a detailed list, please contact your Dell representative.

Layer 3 functionality

1058

RIPv1

1724

RIPv2 MIB Extension

2365

Admin scoped IP Mcast

2932

IPV4 MIB

4541

IGMP v1/v2/v3 Snooping and Querier

IEEE 802.1ag draft 8.1 – Connectivity Fault Management

Quality of service

2474

DiffServ Field

2475

DiffServ Architecture

2597

Assured Fwd PHB

Dell

Port Based QoS Services Mode

Dell

Flow Based QoS Services Mode (IPv4/IPv6)

Network management and security

1155

SMLv1

1157

SNMPv1

1212

Concise MIB Definitions

1213

MIB-II

1215

SNMP Traps

1286

Bridge MIB

1442

SMLv2

1451

Manager-to-Manager MIB

1492

TACACS+

1493

Managed Objects for Bridges MIB

1573

Evolution of Interfaces

1612

DNS Resolver MIB

1643

Ethernet-like MIB

1757

RMON MIB

1867

HTML2.0 Forms with File Upload Extensions

1901

Community-based SNMPv2

1907

SNMPv2 MIB

1908

Coexistence Between SNMPv1/v2

2011

IP MIB

2012

TCP MIB

2013

UDP MIB

2068

HTTPv1.1

2096

IP Forwarding Table MIB

2233

Interfaces Group using SMLv2

2246

TLS v1

2271

SNMP Framework MIB

2295

Transport Content Negotiation

2296

Remote Variant Selection

2346

AES Ciphersuites for TLS

2576

Coexistence Between SNMPv1/v2/v3

2578

SMLv2

2579

Textual Conventions for SMLv2

2580

Conformance Statements for SMLv2

2613

RMON MIB

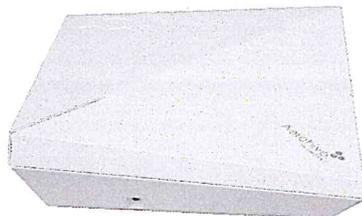
2618

RADIUS Authentication MIB

HiveAP130

Het 802.11ac access point voor twee radio's (2x2:2) met interne antennes is ontworpen voor uitgebreide netwerken.

De AP130 access points van AEROHIVE NETWORKS voor ondernemingen zorgen voor een naadloze overgang naar 802.11ac. AP130 is een krachtige oplossing die de uitdaging van meer gebruikers, meer toestellen en meer applicaties met glans doorstaat. Aerohive heeft een AP ontwikkeld voor Wi-Fi op alle plaatsen in uitgebreide netwerk omgevingen dat krachtig genoeg is om alle diensten te leveren die nodig zijn voor het netwerk van een onderneming en toch voldoende betaalbaar om in een netwerk met hoge capaciteit te installeren. AP130 combineert 2x2, tweestrooms, 802.11ac Wi-Fi technologie en geavanceerde beveiliging in een oplossing met een strak prijskaartje, zodat u ultrasnelle Wi-Fi in elk kantoor of klaslokaal kunt installeren. Door de innovatieve gedistribueerde Cooperative Control architectuur van Aerohive met het krachtige HiveOS-besturingsysteem te combineren, samen met de mogelijkheid om het totale functiepakket in de bestaande PoE-infrastructuur te integreren, beantwoordt AP130 aan de Aerohive-norm van oplossingen met een scherp prijskaartje waarmee elke onderneming, groot of klein, krachtige Wi-Fi-netwerken kan installeren.



AP130 is een 802.11ac access point met twee tweestrooms MIMO-radio's (2x2) dat met zijn hoge capaciteit ongeëvenaarde prestaties levert speciaal voor ondernemingen.

AP130 geeft uw mobiele toestellen, waaronder bestaande Wi-Fi types een professioneel karakter. AP130 biedt een maximale totale gegevenssnelheid van 867Mbps op de 5-GHz band. Het ondersteunt tegelijkertijd twee radio's op 2.4GHz 802.11b/g/n en 5GHz 802.11a/n/ac.

Voorname kenmerken en voordelen

Ontworpen voor uitgebreide netwerken

Overal toegang; duizenden nieuwe toestellen die op meer plaatsen kunnen worden gebruikt en meer gegevens kunnen opslaan. Eigen mobiele apparatuur (BYOD), consumentgericht IT, op het lichaam gedragen toestellen en internet der dingen, krachtig Wi-Fi-netwerk, gigantisch klantenbestand, officiële en industriële wet- en regelgeving, geavanceerde applicaties en diensten behoren niet langer tot het exclusieve domein van de grote ondernemingen, maar bijna elke organisatie speelt hier tegenwoordig op in. Ondernemingen van elke omvang moeten de laptop van elke gebruiker, persoonlijke toestellen en heel binnenkort ook de verlichting, beveiliging, airconditioning en andere dingen kunnen aansluiten. Samen met het recentste HiveOS bevat AP130 de geavanceerde softwarefuncties die elke organisatie verwacht zoals een geïntegreerde RADIUS-server, DHCP-server, Captive Web Portal en automatische mesh voor draadloze netwerkredundantie. Neem de voordelen erbij van eenvoudig beheer met Aerohive HiveManager, zoals automatische opsporing, configuratie en aansluiting op AP130, flexibel netwerkbeleid en AP-specifieke configuraties en u krijgt een krachtige oplossing voor elke onderneming die makkelijk overal kan worden geïnstalleerd.

Toekomstgericht

Een upgrade van uw netwerk met 802.11ac vereist GEEN upgrade van de bestaande PoE-infrastructuur. Omdat AP130 efficiënter omspringt met energie kan 802.11ac volledig 2-strooms werken terwijl de bestaande POE-infrastructuur wordt gebruikt. Door de verbetering van het protocol voor het beheer van de radio kunnen meer access points aan het netwerk worden toegevoegd zoals een AP in elk klaslokaal van een school. Met zijn gestroomlijnde, compacte design en lichte gewicht past AP130 in een strak interieur. Een TPM-chip (Trusted Platform Module) biedt hardwarematige sleutelopslag en versleuteling voor extra beveiliging.

Diensten voor ondernemingen

AP130 biedt een volledig overzicht van de applicaties en ondersteunt het beheer van functies zoals rapportering, stateful firewall en degelijke Quality of Service (QoS) van Aerohive, waardoor verschillende gebruikers, groepen van gebruikers en toestellen voorrang krijgen bij het dataverkeer en de snelheid van het dataverkeer wordt bepaald. De applicaties van de Mobility Suite van Aerohive zijn een aanvulling op HiveOS van Aerohive dat op AP130 draait en breiden de functies voor beheer en instelling uit met vereenvoudigde aansluiting, beheer en probleemoplossing met overzichten en toegangscontrole op basis van de context voor het hele spectrum van client-toestellen. De functies locatie- en aanwezigheidsbepaling geven gedetailleerde informatie over de plaats waar de clients zich bevinden, over toestellen die zich zonder autorisatie op het netwerk bevinden en terugkerende gebruikers.

Garantie en ondersteuning

Elk netwerkapparaat van Aerohive heeft een beperkte levenslange garantie op hardware. Verlengde productondersteuning en technische ondersteuning kunnen afzonderlijk worden aangeschaft en hierin kan zijn opgenomen: vervanging de volgende dag, 24x7 of 8x5 technische ondersteuning, toegang tot ondersteuning via het web of per e-mail en software-updates. Ga voor de volledige ondersteuningsvoorwaarden naar www.aerohive.com/support.

Contacteer ons vandaag nog voor informatie over de voordelen van de draadloze LAN-architectuur van Aerohive voor uw organisatie.



Voor meer informatie kunt u terecht bij de hieronder vermelde Aerohive dealer. Indien geen dealer vermeld, kunt u zich wenden tot importeur Nextel. www.nextel.nl.

Product specificaties

Radiospecificaties—802.11a

- Frequentiebereik van 5.150–5.950 GHz
- OFDM-modulatie (Orthogonal Frequency Division Multiplexing)
- Snelheden (Mbps): 54, 48, 36, 24, 18, 12, 9 en 6 met auto fallback

Radiospecificaties—802.11b

- Frequentiebereik van 2.4–2.5 GHz
- DSSS-modulatie (Direct-Sequence Spread-Spectrum)
- Snelheden (Mbps): 11, 5.5, 2, 1 w/ auto fallback
- Snelheden (Mbps): 54, 48, 36, 24, 18, 12, 9 en 6 met auto fallback

Radiospecificaties—802.11g

- Frequentiebereik van 2.4–2.5 GHz
- OFDM-modulatie (Orthogonal Frequency Division Multiplexing)
- Snelheden (Mbps): 54, 48, 36, 24, 18, 12, 9 en 6 met auto fallback

Radiospecificaties—802.11n

- Frequentiebereik van 2.4–2.5 GHz & 5.150–5.950 GHz
- 802.11n-modulatie
- Snelheden (Mbps): MCS0 – MCS15 (6.5 MBps–300 Mbps)
- 2x2 MIMO-radio (Multiple-In, Multiple-Out)
- HT20 en HT40 High-Throughput (HT) ondersteuning
- A-MPDU en A-MSDU frame-aggregatie

Radiospecificaties—802.11ac

- Frequentiebereik van 5.150 – 5.950 GHz
- 802.11ac modulatie (256-QAM)
- Snelheden (Mbps): MCS0-MCS9 (6.5 Mbps – 867 Mbps), NSS = 1-2.
- 2x2 MIMO-Radio met 2 stromen (Multiple-In, Multiple-Out)
- VHT20/VHT40/VHT80-ondersteuning

Antennes

- 2x geïntegreerd 2.4-2.5 GHz omnidirectioneel met 3.5 dBi piekversterking
- 2x geïntegreerd 5.1-5.8 GHz omnidirectioneel met 5.0 dBi piekversterking

Interfaces

- Autosensing 10/100/1000 Base-T Ethernet PoE (Power over Ethernet 802.3af) poort

Afmetingen

- LxBxH 147 mm X 147 mm X 42 mm, zonder bevestigingsbeugels
- 1.13 lbs (0,5 kg) zonder beugels

Omgevingsfactoren

- In bedrijf: 0 tot 40 °C, opslag: -40 tot +70 °C
- Vochtigheid: 95%

Naleving milieuwetgeving

- UL2043

Voeding

- IEEE 802.3af PoE-voeding

Voedingsopties

- 802.3af Power over Ethernet (PoE) Gigabit Ethernet poort (RJ• 45: Draden 4, 5, 7, 8 of 1, 2, 3, 6)
- 802.3af Power over Ethernet injector

Montage

- Bureau
- Wandmontage inclusief AP
- Ingebouwde opening voor Kensington• sloten

Afzonderlijk verkochte accessoires

- Verzonken plafondtegel 15/16", 3/8", 9/16"
- Vlakke plafondtegel 3/8", 9/16"
- Ophangbevestiging
- Inbouwbevestiging

Kenmerken & voordelen

Flexibel hardwareplatform

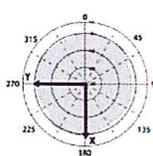
- Compact, vederlicht en intuïtief design
- Twee radio's bieden tegelijkertijd 802.11a/n en 802.11b/g/n-verbindingen zonder prestatieverlies.
- Automatische of toepassingsgerichte mesh-back-up.
- Volledige 802.11ac-prestaties met IEEE 802.3af-voeding

Nieuwste functies

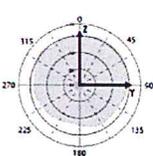
- Geïntegreerde AVC (Application Visibility en Control)
- On-Device RADIUS Server met directory support, Captive Web Portal, DHCP-server, locatiebeapling en spectrumanalyse

RF-dekkingskaarten

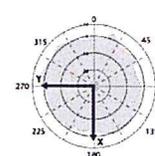
2.4 GHz verticaal



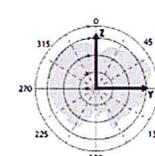
2.4 GHz horizontaal



5 GHz verticaal



5 GHz horizontaal



Zendvermogen en ontvangstgevoeligheid

Getoond vermogen is per zendketen en is het maximale vermogen waartoe de radio in staat is. Het zendvermogen kan beperkt zijn door plaatselijke zendreglementen.

Rate	2.4GHz		5GHz		Rate	2.4GHz		5GHz	
	TX Power	RX Sensitivity	TX Power	RX Sensitivity		TX Power	RX Sensitivity	TX Power	RX Sensitivity
802.11a					802.11ac VHT20				
6 Mbps – 24 Mbps			19	-94, -86	MCS 0	20	-94	19	-93
36 Mbps			18	-82	MCS 1	20	-91	19	-89
48 Mbps			17	-78	MCS 2	20	-89	19	-87
54 Mbps			16	-77	MCS 3	20	-86	19	-84
802.11b					802.11ac VHT40				
1 Mbps	21	-99			MCS 4	20	-86	19	-81
2 Mbps	21	-97			MCS 5	20	-78	18	-76
5.5 Mbps	21	-94			MCS 6	18	-76	16	-75
11 Mbps	21	-91			MCS 7	17	-73	15	-73
802.11g					802.11ac VHT80				
6 Mbps – 24 Mbps	20	-95, -86			MCS 8	16	-70	13	-69
36 Mbps	18	-82			MCS 9				
48 Mbps	17	-78			802.11n HT20				
54 Mbps	16	-77			MCS 0, 1, 2, 3, 4, 8, 9, 10, 11, 12	20	-94, -81	19	-93, -81
802.11n HT40					802.11ac VHT80				
MCS 5, 13	18	-77	18	-76	MCS 0			19	-87
MCS 6, 14	17	-74	17	-75	MCS 1			19	-84
MCS 7, 15	16	-74	16	-73	MCS 2			19	-81
802.11n VHT20					802.11ac VHT80				
MCS 0			19	-93	MCS 3			19	-78
MCS 1			19	-90	MCS 4			19	-75
MCS 2			19	-88	MCS 5			18	-70
MCS 3			19	-84	MCS 6			16	-69
MCS 4			18	-81	MCS 7			15	-68
MCS 5			17	-77	MCS 8			13	-63
MCS 6			16	-75	MCS 9			12	-61
MCS 7			14	-74	802.11n VHT40				
MCS 8			19	-90	MCS 0			19	-87
MCS 9			19	-87	MCS 1			19	-84
MCS 10			19	-85	MCS 2			19	-81
MCS 11			19	-81	MCS 3			19	-78
MCS 12			18	-78	MCS 4			19	-75
MCS 13			17	-74	MCS 5			18	-70
MCS 14			16	-72	MCS 6			16	-69
MCS 15			14	-71	MCS 7			15	-68
					MCS 8			13	-63
					MCS 9			12	-61

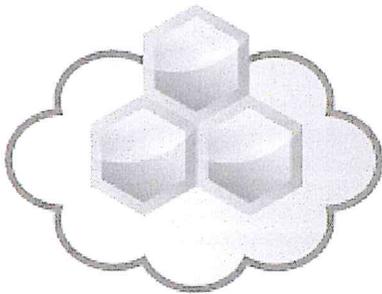
Product

Aerohive Access Point

AH-AP-130-AC-FCC	AP130, voor binnengebruik, 2 radio's 2x2 802.11a/b/g/n/ac, 1 10/100/1000, FCC gereguleerd bereik zonder PoE-injector
AH-AP-130-AC-W	AP130, voor binnengebruik, 2 radio's 2x2 802.11a/b/g/n/ac, 1 10/100/1000, gereguleerd bereik zonder PoE-injector

HiveManager Online 6.1

Network Management System



HiveManager Online 6.1 is a cloud-enabled enterprise-class NMS for Aerohive devices

Aerohive Networks HiveManager Online NMS is a cloud-enabled enterprise-class management system for Aerohive networking products. HiveManager Online offers the same simple policy creation, firmware upgrades, and centralized monitoring options as the on-premises version of HiveManager¹, however, without the need to deploy another device in your network. HiveManager Online is hosted within secure Tier IV SAS 70 Type II data centers, with scheduled backups and disaster recovery capabilities.

HiveManager Online is designed to make it cost effective to start small and grow a network with no upfront costs beyond the Aerohive networking devices. HiveManager Online can be deployed in two different versions, Express and Enterprise. Express, designed for smaller, wi-fi-only deployments, streamlines the interface without compromising enterprise-class features. Enterprise offers the full capabilities of the HiveManager platform for larger organizations with sophisticated policy requirements. HiveManager Online allows administrators to start with Express and seamlessly migrate to Enterprise for no additional fee.

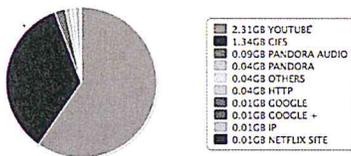
HiveManager Online also includes a portal called "MyHive," which provides single sign-on access to Aerohive resources such as HiveManager Online, Aerohive applications such as ID Manager and Client Management, and support forums. Customers access their own HiveManager Online instance, and partners can use the MyHive system to keep track of many instances for their customers.



Configure wireless, switching, routing, and services in a single unified policy with a cohesive workflow

Top 10 Applications by Usage - Summary

Report Period: Sep 8, 2013, 12:00AM - Sep 9, 2013, 12:00AM



Optimize user experience by harnessing the power of real-time application visibility and policy enforcement at the network edge

Features & Benefits

Bringing up a network of Aerohive devices is as simple as plugging them in and browsing to the HiveManager Online address. The Aerohive devices are pre-provisioned to connect to HiveManager Online using the secure CAPWAP-DTLS protocol which traverses NAT and firewalls. This means that the Aerohive devices will automatically connect and register with the customer's account in HiveManager Online enabling configuration from any browser. With HiveManager Online, it is possible to bring up an entire enterprise-class network in just a few minutes. HiveManager Online offers other key benefits:

- Unified policy, configuration, and reporting with contextual awareness for wireless, routing, switching, VPN, IP address management, and security policies
- Customizable dashboard with application visibility and control based on user identity
- Plug and play deployment—administrator plugs in the devices and browses to the interface
- No appliance to install, configure, upgrade, or patch
- Green—no rack space, cooling, or power requirements
- Lower cost of entry—eliminate large upfront CAPEX with flexible OPEX plans
- Integrated tools like a Planner, Packet Capture and Client Tracker enable easy scoping, deployment and troubleshooting without additional expense
- Web-based robust application interface allows for managing Aerohive devices from anywhere
- Spectrum analysis to detect and identify non-wi-fi sources of interference at 2.4GHz or 5GHz
- Client-device and Operating System reporting with top clients by usage, peak trends per SSID, and client distribution by Aerohive device
- Powerful device templates and device classification tags allow applying custom configurations across device groups based on hierarchy, location, or function.

Contact us today to learn how your organization can benefit from Aerohive networking solutions.

¹ HiveManager Online has all of the features of the on-premises HiveManager except Virtual HiveManager.

Aerohive Networks, Inc.
330 Gibraltar Drive
Sunnyvale, California 94089 USA
phone 408.510.6100
toll-free 866.918.9918
fax 408.510.6199
www.aerohive.com

Product Features

Easy Administration

- Online management platform can be configured in minutes
- Grows with your deployment; cost-effectively scales from one device to thousands
- Web-based administration with HTML5-enhanced graphical user interface
- Single sign-on access via MyHive provides access to HiveManager Online, support forums, and redirector

Simple Central Management

- Unified policy, configuration, and management for thousands of Aerohive devices
- Powerful policy templating feature enables updates to groups of APs, routers, and switches with a few clicks
- Simple centralized firmware upgrades with distributed download functionality decrease WAN utilization and download time
- Staged configuration and image updates ensure devices are updated when they reconnect to HiveManager
- Powerful device templates and device classification tags allow applying custom configurations across device groups based on hierarchy, location, or function.

Security and Privacy

- Customer and network data is private and secure
- No customer traffic traverses Aerohive's network

Reliability

- Multiple SAS 70 Type II, Tier-4 data centers for regional access and data privacy
- High availability redundancy and 24x7 monitoring

Zero Config Installation and Deployment

- Once plugged in, devices will automatically connect to the cloud for provisioning
- The staging server redirects Aerohive devices to the right HiveManager Online account or a customer's on-premise HiveManager
- Automatically provision or update and quarantine new Aerohive devices

Granular Control

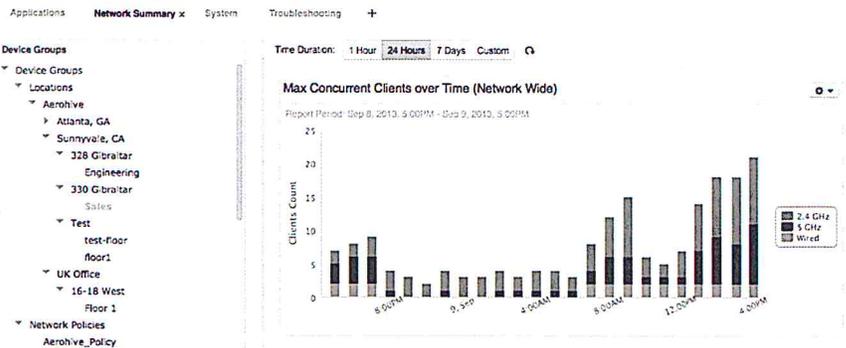
- Application QoS and Firewall with detailed user and device context-based policies
- Configuration of cloud proxy to split Internet and corporate VPN traffic with integration to Websense SaaS
- Configuration of L2 and L3 IPsec VPNs
- Automatic and flexible IP address allocation and distribution across entire remote branch network
- TeacherView Application included to monitor and redirect student wireless clients during class time

Reporting and Monitoring

- Pre-defined dashboard widgets organized into customizable, per-admin perspectives
- Customized application definitions for use in context-based QoS and firewall policies
- Layer 7 application dashboard and reports by usage, clients, users, location, and SSID
- Configuration audit capabilities ensure all configurations are up to date
- Bandwidth usage, client, user activity, OS distribution, and SLA compliance reports
- Rogue and external AP and clients collection and correlation
- Real-time monitoring of alarms and events
- Subscription and support license status summary

RF Visualization

- Network maps with integrated aerial views and automatic floor planning enable easy visualization of topology and status
- Real-time heat-maps show RF propagation
- State-of-the-art Planning Tool with aerial maps, multi-floor auto-placement, coverage maps, and option to clone buildings and floors
- Built-in client and rogue location detection and placement on a floorplan
- Geo-coded topology hierarchy with automatic area maps
- Spectrum analysis to detect and identify sources of interference

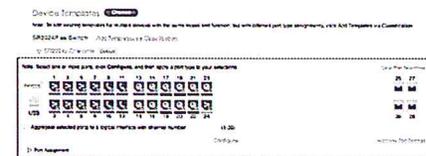


Personalize your dashboard with customizable widgets and built-in contextual filters that enable detailed network visibility across your entire deployment



Display unified wired and wireless client information to aid in calculating total number of connected devices on your network

Monitor user activity and create policies based on available context to ensure quality experience on any device



Create powerful templates to standardize configuration across your devices and make exceptions when necessary



View detailed application usage information across your entire network and see exactly how your valuable bandwidth is being consumed



Design and monitor your network using topology maps with integrated aerial views and automatic floor planning as well as real-time heat maps to show wireless coverage

SKU	DESCRIPTION
HiveManager Online Service - includes software subscription and customer portal access	
AH-HMOL-XXX-1YR	HiveManager Online Enterprise for 1 Aerohive device for 1 year
AH-HMOL-XXX-3YR	HiveManager Online Enterprise for 1 Aerohive device for 3 years
AH-HMOL-XXX-5YR	HiveManager Online Enterprise for 1 Aerohive device for 5 years



20333 State Highway 249 Suite 200
Houston, TX 77070
281-378-8049
www.waypointsolutions.com

Quote Summary:

Product	Quantity	Cost per Unit	Subtotal	Notes
Dell Networking N4032F	1	\$16,930.05	\$16,930.05	24 port 10GB - Police HQ
Dell Networking N4032F	1	\$18,959.00	\$18,959.00	24 port 10GB - City hall
Dell Networking N4032F	1	\$7,985.20	\$7,985.20	24 port 10GB - spare
Dell Networking N2024P	17	\$1,822.50	\$30,982.50	24 port 1GB switch
Dell Networking N2048P	14	\$2,673.75	\$37,432.50	48 port 1GB switch
Aerohive AP130	20	\$469.90	\$9,398.00	wireless access point
Aerohive Hive Mgr	1	\$1,110.55	\$1,110.55	AP mgt - virtual appliance
1GB stacking cable	8	\$28.75	\$230.00	stacking cables for PD 1GB
Subtotal			\$123,027.80	<i>plus tax & shipping</i>
Shipping				
Est. Tax exempt			\$0.00	
Total			\$123,027.80	



Configuration Details:

Dell Networking N4032F

Description	Quantity
Dell Networking N4032F, 24x 10GbE SFP+ Ports, 1x Modular bay, 2x AC PSU, IO to PSU Airflow (210-ABVT)	1
Dell Hardware Limited Warranty Initial Year (966-6411)	1
Dell Hardware Limited Warranty Extended Year(s) (966-6413)	1
Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch (966-6417)	1
Software Support,NW,90 Day (966-6423)	1
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (966-6424)	1
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended (966-6432)	1
ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year (966-6484)	1
Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355 (989-3439)	1
US Order (332-1286)	1
On-Site Installation Declined (900-9997)	1
Documentation Kit, N4000 Series Switch (340-AGNR)	1
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 (450-AAFH)	1
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 (450-AAFH)	1
QSFP+ 40GbE Module, 2-Port, Hot Swap, used for 40GbE Uplink, Stacking, or 8x 10GbE Breakout (409-BBCP)	1
Dell Networking, Transceiver, SFP+, 10GbE, LRM, 1310nm Wavelength, 220m reach on MMF (407-BBED)	18
Dell Networking, Transceiver, SFP+, 10GbE, LR, 1310nm Wavelength, 10km Reach (407-BBEE)	1
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 7 Meter (470-AAGT)	2
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 1 Meter (470-AAGN)	3

Dell Networking N4032F

Description	Quantity
Dell Networking N4032F, 24x 10GbE SFP+ Ports, 1x Modular bay, 2x AC PSU, IO to PSU Airflow (210-ABVT)	1
Dell Hardware Limited Warranty Initial Year (966-6411)	1
Dell Hardware Limited Warranty Extended Year(s) (966-6413)	1
Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch (966-6417)	1
Software Support,NW,90 Day (966-6423)	1
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (966-6424)	1



ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended (966-6432)	1
ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year (966-6484)	1
Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355 (989-3439)	1
US Order (332-1286)	1
On-Site Installation Declined (900-9997)	1
Documentation Kit, N4000 Series Switch (340-AGNR)	1
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 (450-AAFH)	1
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 (450-AAFH)	1
QSFP+ 40GbE Module, 2-Port, Hot Swap, used for 40GbE Uplink, Stacking, or 8x 10GbE Breakout (409-BBCP)	1
Dell Networking, Transceiver, SFP+, 10GbE, LR, 1310nm Wavelength, 10km Reach (407-BBEE)	1
Dell Networking, Transceiver, SFP, 1000BASE-LX, 1310nm Wavelength, 10km Reach (407-BBDC)	32

Dell Networking N4032F

Description	Quantity
Dell Networking N4032F, 24x 10GbE SFP+ Ports, 1x Modular bay, 2x AC PSU, IO to PSU Airflow (210-ABVT)	1
Dell Hardware Limited Warranty Initial Year (966-6411)	1
Dell Hardware Limited Warranty Extended Year(s) (966-6413)	1
Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch (966-6417)	1
Software Support,NW,90 Day (966-6423)	1
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (966-6424)	1
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended (966-6432)	1
ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year (966-6484)	1
Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355 (989-3439)	1
US Order (332-1286)	1
On-Site Installation Declined (900-9997)	1
Documentation Kit, N4000 Series Switch (340-AGNR)	1
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 (450-AAFH)	1
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 (450-AAFH)	1
QSFP+ 40GbE Module, 2-Port, Hot Swap, used for 40GbE Uplink, Stacking, or 8x 10GbE Breakout (409-BBCP)	1

Dell Networking N2024P

Description	Quantity
-------------	----------



Dell Networking N2024P, L2, POE+, 24x 1GbE + 2x 10GbE SFP+ fixed ports, Stacking, IO to PSU air, AC (210-ABNW)	17
Dell Hardware Limited Warranty Initial Year (966-2541)	17
Dell Hardware Limited Warranty Extended Year(s) (966-2542)	17
Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch (966-2546)	17
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (966-2550)	17
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended (966-2554)	17
ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year (966-2579)	17
Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355 (989-3439)	17
US Order (332-1286)	17
On-Site Installation Declined (900-9997)	17
Dell Networking N2000/3000 Series User Guide (343-BBBQ)	17
Power Cord, 125V, 13A, 6 Feet, C15 to NEMA 5-15P (450-ADYH)	17

Dell Networking N2048P

Description	Quantity
Dell Networking N2048P, L2, POE+, 48x 1GbE + 2x 10GbE SFP+ fixed ports, Stacking, IO to PSU air, AC (210-ABNY)	14
Dell Hardware Limited Warranty Initial Year (966-3149)	14
Dell Hardware Limited Warranty Extended Year(s) (966-3150)	14
Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch (966-3154)	14
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (966-3157)	14
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended (966-3161)	14
ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year (966-3186)	14
Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355 (989-3439)	14
US Order (332-1286)	14
On-Site Installation Declined (900-9997)	14
Dell Networking N2000/3000 Series User Guide (343-BBBQ)	14
Power Cord, 125V, 13A, 6 Feet, C15 to NEMA 5-15P (450-ADYH)	14

Aerohive Wireless

Description	Quantity
AP130 2X2:2 11AGBNAC 1-10/100/1000 ENET POE ONLY (A8674293)	20
HIVEMANAGER NMS VIRTUAL APP WITH 3 VHM LICs (A8674413)	1

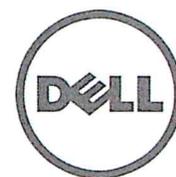


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www.waypointsolutions.com

1AP LICS FOR HM FOR ANY AP (A8674326)	20
5YR 8X5 SUP + PORTAL ACCESS COVERS AP & HIVEMANAGER FOR AP130 (A8674600)	20

Stacking Cable for 1GB switches

Description	Quantity
Stacking Cable, for Dell Networking N2000/N3000/C1048P, 1m, Customer Kit	8



Statement of Work: CITY OF MURFREESBORO

Network Switch Implementation

Date: 1/8/2016

Version: 1.0



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1 INTRODUCTION

This Statement of Work (“SOW”) sets forth the Services (as defined herein) to be performed by Dell Marketing LP (“Dell”) to CITY OF MURFREESBORO (“Customer”). The Services performed, provided under this SOW, are governed by and subject to the terms and conditions specified in: Customer’s separately signed master agreement entitled and dated to the extent that agreement expressly authorizes Customer to purchase the Services described herein; or in the absence of such master agreement, the Professional Services Agreement (“PSA”), which is available at www.dell.com/PSATerms and in hardcopy from Dell upon request, and, if applicable, is incorporated by reference in its entirety herein, and the parties acknowledge having read and agree to be bound by such terms (the master agreement or PSA, as applicable, the “Agreement”).

The following appendices are attached hereto and incorporated by reference:

- Appendix A - Supported Sites

2 TERM

The term of this SOW shall begin on the earlier of i) the date of the invoice for the Service; or ii) the date of order confirmation from Dell, (the earlier date shall be deemed the “Original Purchase Date”) and shall expire on the date that is six (6) months following the Original Purchase Date. Except to the extent applicable law requires otherwise, Customer may use the Service one (1) time during the six-month period following the Original Purchase Date, at which time, the SOW will be deemed expired. Dell’s delivery of the Service will be deemed satisfied after the expiration of the SOW even in the event the Service is not used by Customer.

3 SUMMARY OF SERVICE

Dell will provide the services as specifically described herein (the “Services”), which include the following:

- Design Core Switch and aggregation switch replacement
- Configure core switches on the bench
- Prepare replacement plan
- Replace Police MDF
- Replace Police Floor Switches (4)
- Replace Police Outbuilding Switches (4)
- Replace Police aggregation switch at City Hall
- Configure one Edge switch example for Fire HQ



4 SCOPE OF SERVICE

4.1 Introduction

Dell will prepare the core switches purchased per the sales plan designed for Murfreesboro Police as part of the pre-sales engineering process. Switches will have all firmware updates done, and will be configured on the bench and tested for replacement. Dell will replace the server room switches, fiber aggregation switches, Police HQ edge switches, and one fire department edge switch.

4.2 Detailed Description

Dell will conduct a planning session to discuss configuration requirements for the switches and collect configurations for devices to be replaced.

Next, Dell will create a design document, specifying detailed hardware and software configuration required with a high-level implementation plan.

Dell will execute the implementation and perform the following tasks on the switches:

- Unbox all switches
 - Configure switches per pre-sales design
 - 1 N4032F Datacenter Switch
 - Uplinks to 3 Server Room Switches
 - Uplinks to 4 floor switches
 - Uplinks to 4 local outbuildings
 - Uplink to fiber aggregation switch
 - All routes currently in the network
 - 5 N2048P and 1 N2024P in server room in 3 distinct stacks
 - Match config from existing switches
 - 4 IDF floor switches (N2048P)
 - Match config from existing Cisco chassis
 - 4 N2048P in remote buildings
 - 1 switch at Fire HQ as an example
 - 1 N4032F in City Hall for Fiber Aggregation
 - Interconnect switches locally and test
 - Document environment
 - Prepare a brief transition plan for cutover
 - Trace/Label patch cables as necessary to prepare for swap
 - Rack server room switches
 - Run new cables in server room
 - Evening cutover of fiber aggregation switch at City Hall
 - Weekend Cutover for PD and outbuildings
 - Move remote uplinks to new switch
 - Move CAT5 connections to new switch
 - Test Datacenter cutover
 - Replace IDF Switches
 - Test IDF Cutover
 - Test environment
 - Provide half day of support on Monday following cutover
 - Setup one Remote Site Switch
 - 1 N20XX Switch connected to core
 - Configure AeroHive Hive Manager
-



- Configure AeroHive AP at one fire station
- Document configuration

Finally Dell will conduct a document review and knowledge transfer session.

4.3 Customer Responsibilities

Customer agrees generally to cooperate with Dell in its delivery of the Services. Customer agrees to the following responsibilities:

- 1) During the term of this SOW, Customer is responsible for promptly notifying Dell in writing of a) any changes Customer makes to its information technology environment that may impact Dell's delivery of the Services; and b) if Customer becomes aware that any of the Assumptions set forth herein are incorrect.
- 2) Customer will maintain a backup of all data and programs on affected systems prior to Dell performing the Services and during the term of the SOW. Dell will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
- 3) Prior to the start of this SOW, Customer will indicate to Dell in writing a person to be the single point of contact, according to project plan, to ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such point of contact (the "Customer Contact"). Failure to do so might result in an increase in project hours and/or length in schedule.
- 4) Customer agrees to make available suitable resources, space, personnel, documentation, and systems.
- 5) Customer will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contacts"). Dell may request that meetings be scheduled with Technical Contacts.
- 6) Customer Contact will have the authority to act for Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements.
- 7) Customer Contact will ensure that any communication between Customer and Dell, including any scope-related questions or requests, are made through the appropriate Dell Project Manager.
- 8) Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
- 9) Customer Contact will ensure attendance by key Customer contacts at Customer meetings and deliverable presentations.
- 10) Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- 11) Customer may be responsible for developing or providing documentation, materials and assistance to Dell and agrees to do so in a timely manner. Dell shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such timely documentation, materials and assistance.
- 12) Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.
- 13) Customer will inform Dell of all access issues and security measures, and provide access to all necessary hardware and facilities.



- 14) Customer is responsible for providing all hardware, software, internet access, and facilities for the successful completion of the Services. Facilities and power must meet Dell's requirements for the products and Services purchased.
- 15) Customer is responsible for any and all software licensing requirements. Unless otherwise directed by Customer in writing, during the installation process, Technician will "accept" on Customer's behalf any and all electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by Technician under this SOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.
- 16) Patch cables and any related hardware in order to support the proper implementation will be provided by the Customer.
- 17) A space to provision the switches.
- 18) Access to existing switch configurations for devices to be replaced.

4.4 Assumptions

Dell has made the following specific assumptions while specifying the Services detailed in this SOW:

- 1) The provision of the Services does not include the development of any intellectual property created solely and specifically for the Customer under this SOW.
- 2) All cabling is in place and in good working order.
- 3) Dell will configure the current production VLAN, and add 1 VLANs for Video if needed
- 4) Windows Active Directory is healthy with no issues or problems.
- 5) Local and wide area network is healthy with no issues or problems.
- 6) All hardware will be accessible to Dell with connectivity rights as needed.
- 7) Customer has existing and current software support contracts in place for business critical applications.
- 8) Customer server operating systems have the latest vendor patches applied and have no known issues.
- 9) Dell has adequate access to and assistance from Customer resources.
- 10) Appropriate schedule window of time for any off-line work.
- 11) All necessary access to software will be provided to Dell for review and documentation.
- 12) All licensing history and licensing plans will be provided to Dell for review and documentation.
- 13) Continuous work effort and adherence to project timeline throughout the course of the project.
- 14) Customer understanding of existing systems and knowledge of internal infrastructure.
- 15) All phone systems and wireless systems will support open protocols and standards, specifically those supported by the Dell hardware provided in this project.
- 16) All existing configurations, network diagrams, documentation, and routing information will be provided.
- 17) Any information not provided to Dell before implementation that Dell has not specifically called out in their review that impacts design and implementation will be provided by the Customer. Any information not provided by the Customer that impacts future or existing systems and requires additional resources to correct will require a change order from the Customer and may result in additional charges.



- 18) The project will involve 'transfer of knowledge'. The purpose of knowledge transfer is to explain the solution implementation and provide general operational guidance. Customers without previous experience in the technology should not expect to become proficient as a result of knowledge transfer. Proficiency can only be achieved through formal training and experience.

4.5 Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

- 1) Any services, tasks or activities other than those specifically noted in this SOW.
- 2) Any Dell training or certification services not specifically described in this SOW.
- 3) Except as set forth herein, Dell is not responsible (including financial responsibility) for any Customer and/or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment.

Upon request by Customer, Dell will provide a proposal for such out of scope services pursuant to the Change Management Process as defined in Section 6.

4.6 Schedule / Timeline / Milestones

Services described in this SOW will not be delivered in a contiguous fashion, however all services will be completed within 15 business days following project start date.

Once this Service has been scheduled, any changes to the schedule must occur at least 8 business days prior to the scheduled date. If Customer reschedules this service within 7 business days of the scheduled date, this may necessitate invoking the Change Control Process to determine the impact, if any, and any related price adjustments.

4.7 Service Hours

Dell intends to provide the Services during the scheduled hours stated below (the "Service Hours").

This Service will be performed during normal business hours typically 8:00 a.m. to 11:00 p.m., Monday through Friday, Customer local time and will include travel time to and from the Customer location and excludes local holidays, unless other arrangements have been made in writing between Dell and Customer.

4.8 Deliverables

The following is a list of tangible material provided as part of the Service performed by Dell for Customer under this SOW.

- 1) Configuration Documents
 - a) Copies of updated configurations
 - b) Updated network diagram visio

4.9 Personnel Skills and Qualifications

Dell, will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete the Services.



5 PRICING

This section describes the methodology for determining invoice amounts (the “Charges”) for the Services provided under this SOW. Customer hereby agrees to pay the Charges in accordance with the Invoicing and Payment terms of the Agreement and as further supplemented within this SOW.

Charges shall be as follows:

5.1 Purchase Order Amount

Except as otherwise provided below, the Total amount to be noted on the Purchase Order provided to Dell for this SOW is: USD \$32,938.08. If this SOW includes estimates, invoices will be based on actuals usage or expenses incurred.

5.1.1 One-Time Charge Following Customer Signature

Dell will invoice Customer upon Customer signature of the SOW the following One-Time Charge:

One-Time Charge: USD \$32,938.08

5.1.2 Expenses

Expenses are included in the Charges under this SOW. Unless the Scope changes, pursuant to the Change Management Process, Dell will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses could include Service-related expenses such as actual, reasonable and necessary travel and living expense.

5.2 Pricing Clauses:

- 1) Pricing - The terms of this SOW (including but not limited to the pricing) shall be valid for thirty (30) days following initial delivery date (“Initial Delivery Date”) of this SOW to Customer. In the event this SOW is executed by Customer and returned to Dell after such thirty (30) day period, Dell may, in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
- 2) The price for the Service is based on Customer’s environment as disclosed to Dell. If the assumptions, Customer responsibilities and parameters within the scope of the Service used to develop the SOW are found to be incorrect or have changed, the parties agree to pursue resolution through the Change Management Process set forth in this SOW.
- 3) If any of the volumetric assumptions used in this SOW (including, time on task, locations, service consumption, and/or configuration factors and excluding estimated hours or expenses) relied upon by Dell vary by +/- five (5%) percent, Dell has the right to adjust the pricing to reflect such changes.
- 4) Taxes - All prices are in USD and are exclusive of all applicable taxes



6 CHANGE MANAGEMENT PROCESS

The Change Management Process (“Change Management Process”) is the process that governs changes to the scope of the Service during the Term of this SOW, as described below. The Change Management Process may be used to modify the Service described in this SOW, then, if required, a subsequent Contract Modification.

Changes permitted to be made pursuant to this Change Management Process will be limited to changes to Section 3 (Summary of Service) and Section 4 (Scope of Service) and adjustments in Section 5 (Pricing) associated with changes to Sections 3 and 4 of this SOW.

Either party may request a permitted change in the Scope of the Service by completing a Change Order Form at

www.dell.com/servicecontracts/RFC

The receiving party will review the proposed Change Order and will (i) approve it, (ii) agree to further investigation, or (iii) reject it. Changes agreed pursuant to the Change Management Process will not be effective until mutually executed by both parties.

Any desired modifications to this SOW which are not permitted above in this Section 6, will require that a written amendment to this SOW or a new SOW be mutually executed by the parties.

7 OTHER PROVISIONS

- 1) Dell may use affiliates and subcontractors to perform Services.
- 2) Dell may perform all or part of the Services off-site at a Dell or other location.
- 3) Services may be performed outside the country in which Customer and/or Dell is located. From time to time, Dell may change the location where Services are performed and/or the party performing the Services; provided however, Dell shall remain responsible to Customer for the delivery of Services.
- 4) Customer acknowledges that Dell will request Customer’s participation in a Customer feedback survey. Additionally, Dell may approach Customer to serve as reference regarding Dell’s performance of the Services. If Customer agrees to be a reference, Customer and Dell will agree in writing to the terms of such reference. The Infrastructure Consulting References Program has been developed to facilitate the confidential conversations between Dell customers and prospective accounts.
 - a) Customers are invited to join the program at the conclusion of their project for a period of one year.
 - b) We will only share your contact information to a potential customer who is interested in contacting you for a discussion on your previous experiences.
 - c) We limit usage of your reference to no more than once/month.
 - d) We will not publish your name, organization, or any customer identifiable details based on participation in this program.
- 5) If a conflict arises between the terms of the Purchase Order, SOW and Agreement, the following order of precedence shall be followed: first, the SOW; second, the Agreement; and third, the Purchase Order (if any). Provided, however, in no event will any terms and conditions contained in any Purchase Order apply irrespective of whether such terms and conditions are in conflict with or merely ancillary to any terms and conditions in the SOW or Agreement.



8 GENERAL

Dell shall not be responsible for any delay or failure to provide Service to the extent caused by: (1) failures by Customer to perform its responsibilities under this SOW; (2) materially inaccurate assumptions; (3) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (4) modifications to Customer's network, systems, or other equipment made by a party other than Dell or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, Dell may, following discussion with Customer regarding the impact of such incident, continue to provide the Service and shall use commercially reasonable efforts to perform the Service under this SOW. Customer shall reimburse Dell for its reasonable additional costs of providing the Service and out of pocket expenses for such efforts and only to the extent attributable to the items defined above.

9 SIGNATURES

Dell and Customer have caused this SOW to be signed and delivered by their duly authorized representatives.

CITY OF MURFREESBORO

Dell Marketing LP

By:

By:

Printed:

Printed:

Title:

Title:

Date:

Date:

Please note that for administrative purposes only, Services may not be scheduled or commenced until Dell receives a Customer's purchase order that references this SOW. Upon receipt and acceptance of the Customer's purchase order, a Dell Project Manager will contact you to begin Services scheduling. Any additional and/or conflicting terms and conditions stated on Customer's purchase order shall be void and have no effect on this SOW.

Please fax a copy of your purchase order and this signed SOW (with all pages in full) to
Fax: (512) 283-7899, Attention: EDSA, RE: 11697346 | RFS-2016-00369.
The purchase order amount should include estimated expenses, if they are billable.



Appendix A Supported Sites

The Services will be provided for the following supported sites during the term of this SOW. Additional supported sites may be included as mutually agreed using the Change Management process as defined in section 6.

Supported Site	Address	City	State	Zip	Qty
City Hall	111 W Vine St	Murfreesboro	TN	37130	



Contact Summary

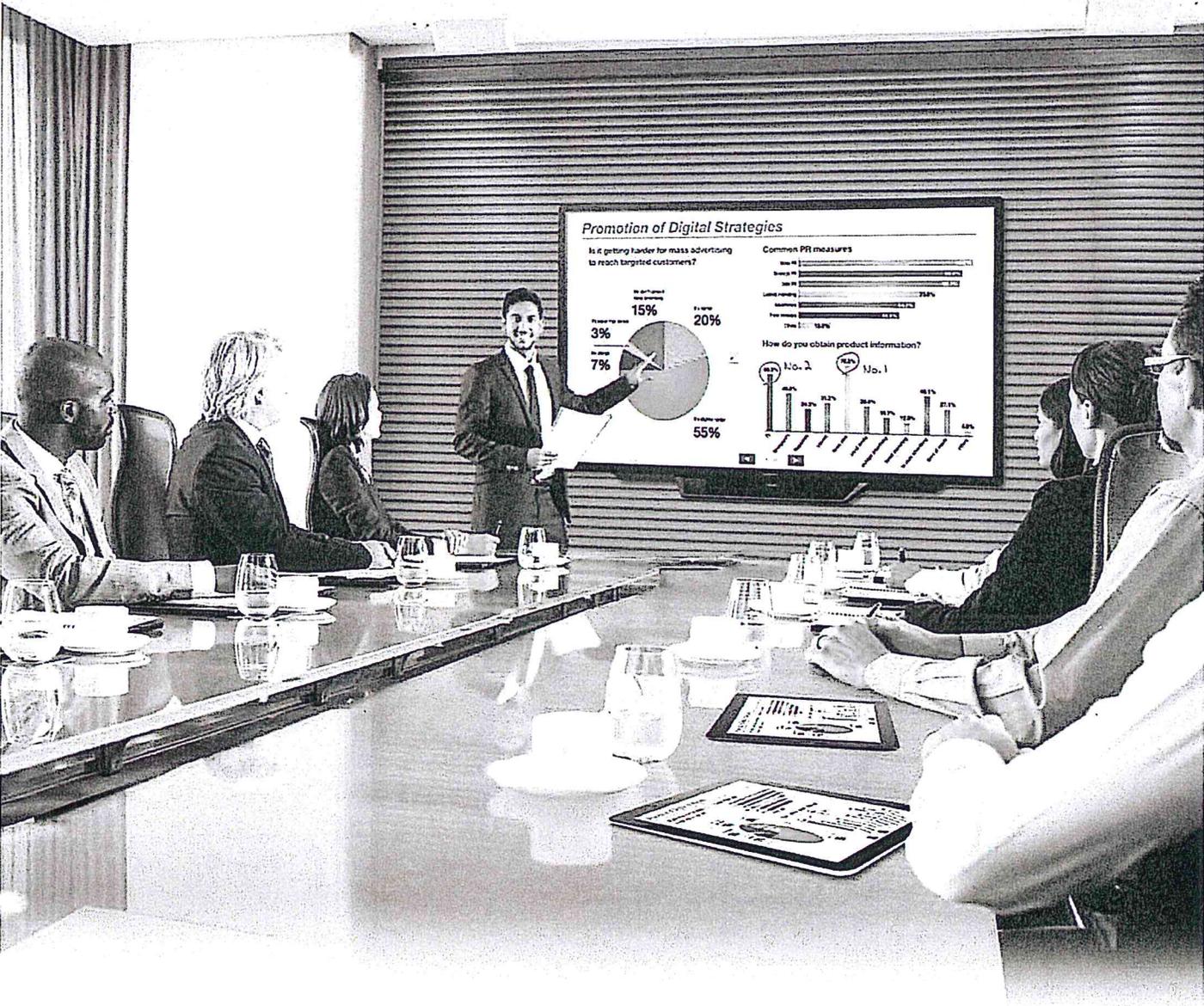
Customer	CITY OF MURFREESBORO Customer Number: 2640715 Contact Name: Matt Byrnes Phone: (615) 893-6441 Email: mbyrnes@murfreesborotn.gov
Initial Delivery Date	1/8/2016 V1
Document Author	Name: Jorge E Martinez Title: Inside Solutions Architect Organization: Dell Global Solution Design Center Phone: (972) 577 7000 x 3323876 Email: Jorge_E_Martinez@Dell.com
Customer Billing Contact	Name: Address: Phone number:
Dell Segment Contact	Name: Jeremy Larney Phone: 513-0582 Email: Jeremy_larney@dell.com
Locations where work will be performed	111 W Vine St Murfreesboro, TN, 37130
Dell Opportunity Number	11697346 RFS-2016-00369



SHARP®

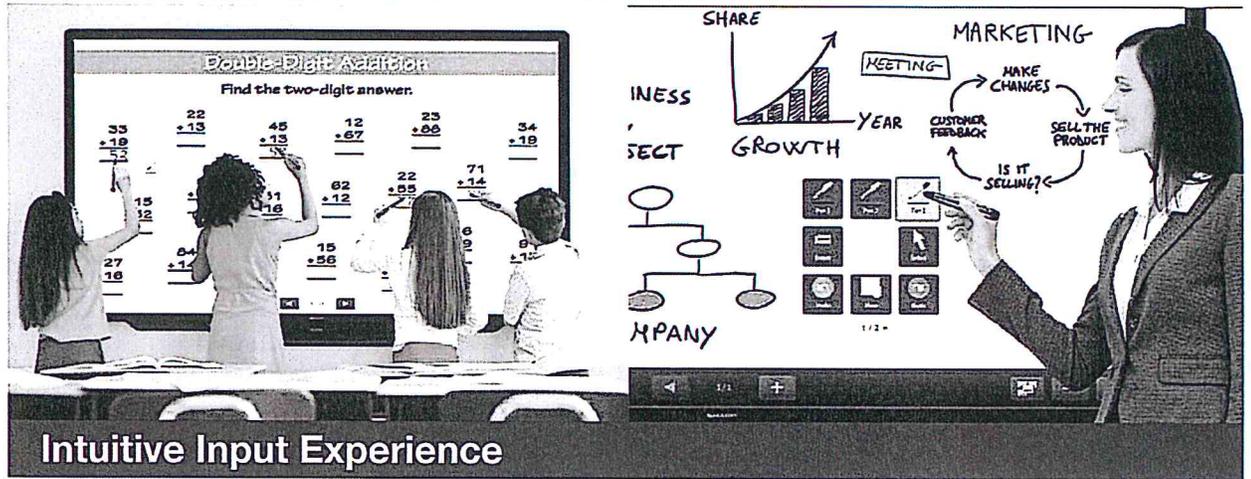
PN-L803C
AQUOS BOARD™ Interactive Display System

Smart, Fluid and Built for Impact: Sharp AQUOS BOARD™ Display with a Featherlight Touch



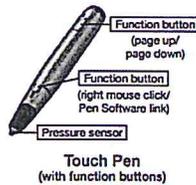
AQUOS BOARD™

Sharp delivers a breakthrough in capacitive touch-panel technology: the new PN-L803C AQUOS BOARD interactive display whiteboard. The PN-L803C display revolutionizes the way you collaborate with colleagues or classmates. It allows you to do it now, whether in the boardroom or the classroom, you can share your message with more precision than ever.



Simultaneous Writing for Up to Four People

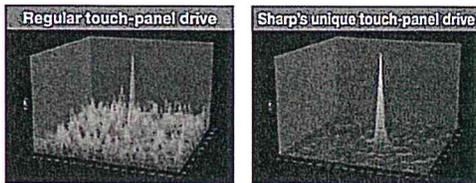
The PN-L803C display lets you capture ideas at the moment of creation. Recognizing up to 10 touch points, it allows up to four people to write at the same time with a finger or touch pen. Each pen boasts a thin 3.5 mm tip that makes it easier to add detailed notes that remain legible when printed out.



Note: Two touch pens are bundled with the PN-L803C display.

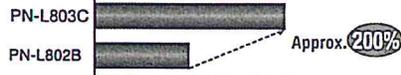
Featherlight Touch for Precise and Smooth Operation

Say goodbye to unintended input and writing errors. Thanks to the PN-L803C display's precise position detection, only intentional input from fingers and touch pens appears on the display. Employing Sharp's original capacitive touch technology, which achieves high sensitivity and precision by reducing the noise level to one-eighth that of conventional models, the PN-L803C display eliminates unwanted noise to deliver a clear onscreen signal.



Large amount of noise Reduced noise

Sensing frequency comparison



Sharp Touch Viewer

Sharp Touch Viewer¹ is a touch-operated onscreen user interface that lets you easily manipulate different types of files, including Microsoft® Office applications, videos and Web pages. Being able to simultaneously open and handle a variety of file types allows you to have more active meetings.

¹ Available for download via included download application.

Sharp Pen Software™

A Fluid, Smart and Responsive Interface

The new touch pen links with Sharp Pen Software to help you write with an uninterrupted flow. Furthermore, you can use the included eraser to delete unwanted content without switching functions, just as you would with a regular whiteboard.



Display, Write and Share Information

In overlay mode, you can write onscreen annotations directly onto photos, videos, PDFs, and documents such as Microsoft® Excel®, Word, and PowerPoint®. Text and graphics written on the board can be stored in USB memory² or sent directly via email to selected recipients.

Note: Documents displayed in the background of the board during overlay mode cannot be accessed directly.

² Saved as PDF, BMP, JPEG, or PNG files.

Handwriting Recognition

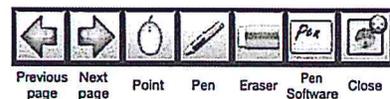
The PN-L803C display features a handwriting recognition³ function that converts selected onscreen handwriting into standard text. It can also automatically recognize and reproduce handwritten shapes such as circles, triangles and squares. This convenient function makes it easy to utilize onscreen content to make a legible record of your meeting or lesson.

³ Works with languages supported by Sharp Pen Software.

Presentation Support Tool

Sharp Pen Software links smoothly with the PowerPoint application⁴. During slideshow presentations, you can perform various control operations, such as returning to a previous slide without using a right-click.

⁴ Compatible applications: Microsoft PowerPoint 2007/2010/2013

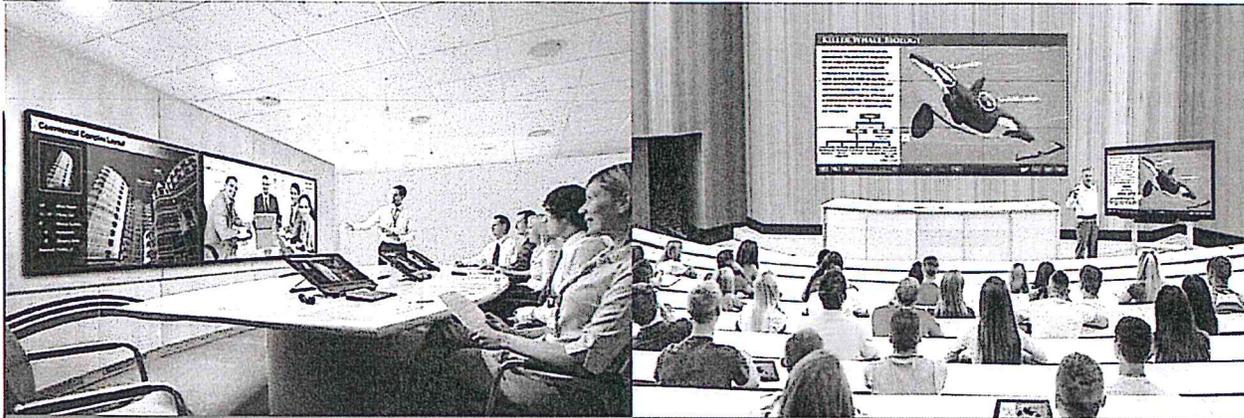


Multi Board Function

Up to three PN-L803C display units can be connected and used to display sequential pages that can be navigated by swiping side to side. With the Multi Board function⁵, meeting participants are better able to grasp the overall flow of a presentation.

⁵ Requires a compatible version of Sharp Pen Software. Check with your local Sharp authorized dealer/representative for details. Only one PN-L803C display unit can be operated at a time.

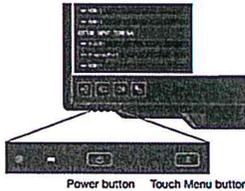
system with a featherlight touch. Using this interface is so intuitive and responsive that it feels like writing on a conventional display and freely annotate a huge variety of documents, with up to four people able to write onscreen at the same time.



Smartly Designed for Easy Connectivity

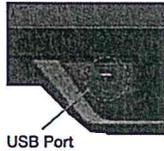
Touch-Operated Onscreen Display

Pressing the Touch Menu button brings up an onscreen menu that lets you easily switch input sources, change volume level, or turn the touchscreen function on and off, all from the front of the PN-L803C display and all without the need for a remote controller.



Front Facing USB Port

For increased convenience when the panel is mounted on a wall, the PN-L803C display features a USB input on the front that connects to the PC on the back of the unit. Now there's no need to reach around the back of the monitor when you want to connect a peripheral device.



Note: The PC is sold separately.

Installation of Web Cameras

The PN-L803C display supports installation of a Web camera in any one of seven positions*, giving you the flexibility to find the optimal setup to match your room layout and seating arrangements.



* The camera mount cannot be attached in the bottom-center position when the tray is attached. To attach the camera mount there, it is necessary to remove the tray mount fitting.

A Variety of Input and Output Terminals

The PN-L803C display comes standard-equipped with a wealth of input and output terminals, located on the side and bottom of the monitor, to enable easy connection with a wide variety of equipment.

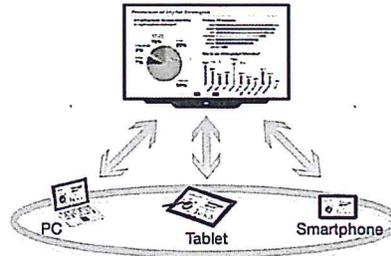
MFP Connectivity

Documents and color images scanned from a compatible Sharp MFP can be imported directly to the Pen Software for display on the PN-L803C display. For added convenience, image data shown onscreen—including notations—can be saved to a PC or sent directly to an MFP for printout.

Work Smarter with Touch Display Link 2.0

Touch Display Link 2.0¹ software supports effective and multifaceted communication. By enabling connection with mobile devices², Touch Display Link 2.0 facilitates interactive presentations, lively discussions and paperless meetings in both business and educational settings.

- Touch Display Link 2.0 enables the following interactive functions on the PN-L803C display and mobile devices connected via wireless LAN:
 - Sharing of onscreen content
 - Transfer of files
 - Interactive onscreen writing and drawing
 - Remote control of the PN-L803C display from mobile devices
- Up to 50 mobile devices^{1,3} can be connected simultaneously.
- Files can be transferred between mobile devices even if they are not connected to the PN-L803C display.
- Users can capture onscreen images and save them on their mobile devices to make personally annotated memos.
- Touch Display Link 2.0 also connects two AQUOS BOARD displays on the same network (intranet, VPN, etc.) to enable larger-scale interactive communications.
- LCD monitor: PN-L803C display used with bundled software CD-ROM: Max. 50



¹ The number of connectable mobile devices depends on the host OS and the accompanying Windows® End-User License Agreement: Windows 7: Max. 20; Windows 8/8.1: Max. 50

² OS requirements: PCs: Windows 7, Windows 8/8.1; Tablets: Windows 7, Windows 8/8.1, Android™, iOS®; Smartphones: Android, iOS

³ Connecting 26 or more mobile devices requires at least two LAN access points.

Other Value-Adding Functions

- Multiple displays can be wall mounted together
- Streamlined design incorporating rounded corners
- Thin, lightweight, and fully flat screen
- Built-in speakers
- Anti-glare film to minimize reflections

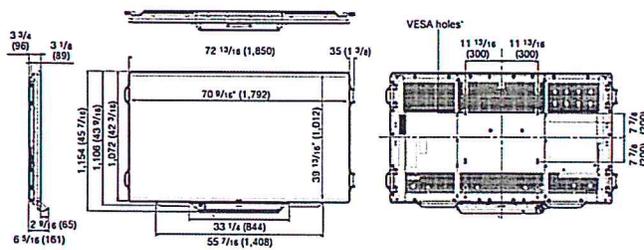


Specifications

Model Name	PN-L803C	
Installation	Landscape / Portrait	
LCD Panel	80" widescreen (80" diagonal) UV ¹ A ² LCD	
	Max. Resolution	1,920 x 1,080 pixels
	Max. Display Colors (approx.)	1.06 billion colors
	Pixel Pitch (H x V)	0.923 x 0.923 mm
	Max. Brightness (average) ³	300 cd/m ²
	Contrast Ratio	4,000 : 1
	Viewing Angle (H/V)	176°/176° (CR ≥ 10)
	Active Screen Area (W x H) (approx.)	69 3/4" x 39 1/4"
	Response Time	4 ms (grey to grey, avg.)
	Backlight	LED, full array
Touchscreen	Touch Technology	Capacitive touch technology
	PC Connection Port	USB 2.0 (type B) x 2
	Power Supply	Supplied from main unit
	Multi Touch	10 points
	Protection Glass	Thickness: Approx. 3.8 mm ⁴ Shock resistance: 130 cm ⁴
Touch Pen	Communication	Wireless communication method (capacitive touch technology)
	Function Button	Yes
Computer Input	Video	Analog RGB (0.7 Vp-p) [75Ω], DisplayPort 1.1a
	Synchronization	Horizontal/Vertical separation (TTL: positive/negative), Sync on green (D-sub 15-pin only), Composite sync (TTL: positive/negative)
	Plug & Play	VESA DDC2B
	Power Management	VESA DPMS
Video Color System	NTSC (3.58 MHz, 4.43 MHz), PAL, PAL60, SECAM	
Input Terminals⁵	PC analog: Mini D-sub 15-pin x 2 ⁶ , HDMI (HDCP and 1080p compatible, PC/AV signal compatible) x 3, 3.5 mm-diameter mini stereo jack x 2, Video x 1 ⁶ , Component video x 1 ⁶ , DisplayPort (HDCP compatible, PC signal compatible) x 1, RS-232C x 1 ⁷	
Output Terminals⁵	3.5 mm-diameter mini stereo jack x 1, DisplayPort (HDCP compatible) x 1	
Input/Output Terminals⁵	LAN port (10Base-T/100Base-TX) x 1	
Speaker Output	Built-in	10 W + 10 W
	External	10 W + 10 W (6Ω)
Mounting	VESA (4 points), 600 x 400 mm pitch, M6 screw	
Power Supply	100V - 240V AC, 50/60 Hz	
Power Consumption	280 W	
Environmental Conditions	Operating Temperature	5°C to 35°C
	Operating Humidity	20% to 80% RH (no condensation)
Dimensions (W x D x H) (approx.) (display only)	72 1/16" x 3 3/4" x 42 3/16"	
Weight (approx.)	169.8 lbs	
Main Accessories	AC power cord, remote control unit, battery (AA size) x 2, set-up manual, blank sticker, cable clamps x 7, camera mount, USB cable (3.0 m), USB extension cable (1.8 m), eraser, pen tray, touch pen (with function button) x 2, pen adapter, touch pen battery (AAA size) x 2, Touch Display Link 2.0 software CD-ROM, RS-232C conversion cable (3.5 mm-diameter mini stereo jack) x 1	

¹ UVA stands for Ultraviolet-Induced Multi-domain Vertical Alignment, a photo-alignment technology that ensures uniform alignment of liquid crystal molecules. ² Brightness depends on input mode and other picture settings. Brightness level will decrease slightly over the lifetime of the product. Due to the physical limitations of the equipment, it is not possible to maintain a precisely constant level of brightness. ³ Including AG film on the front and AR film on the back. ⁴ Approximate distance at which the glass panel can withstand the impact of a 500-gram iron ball dropped on its center. ⁵ Use a commercially available connection cable for PC and other video connections. ⁶ Analog PC, video and component video are switchable (on bottom interface); use the menu to select. Video and component video connections require conversion cable via mini D-sub 15-pin jack. ⁷ Requires the bundled RS-232C conversion cable. ⁸ Only command control.

Dimensions



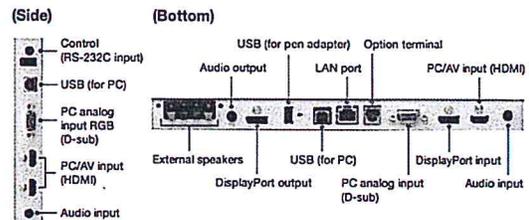
Units: Inch (mm)

* Screen dimensions * To use the VESA-standard mounting bracket, use M6 screws that are 8 to 10 mm plus the thickness of the bracket.

Windows® PC System Requirements

PC	PC/AT compatible machine with USB 2.0 port and screen resolution of 1,920 x 1,080 (CD-ROM drive required for installation)
CPU	Intel® Celeron 1.6GHz, or AMD Sempron™ 1.6GHz or higher (Intel Core™ 2 Duo 2.8GHz, or AMD Athlon™ II x 2 2.8GHz or higher recommended)
OS	Windows 7 (32-bit/64-bit), Windows 8 (32-bit/64-bit), Windows 8.1 (32-bit/64-bit)
Memory	2GB or more
Hard disk	200MB or more free space (additional space required for saving data)

Input/Output Terminals



Option

■ PN-ZL03 : Touch Pen



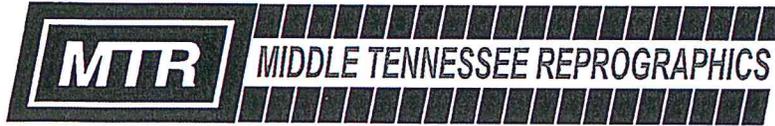
HDMI™
HIGH-DEFINITION MULTIMEDIA INTERFACE



SHARP®

SHARP ELECTRONICS CORPORATION
1 Sharp Plaza, Ste. 1,
Mahwah, NJ 07495-1123
1-800-BE-SHARP • www.sharpsusa.com

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To: Bill Terry
For: Murfreesboro Police Dept
From: Mike Colvin

Date: 01/07/2016
Prices quoted heron are firm for
*A/A days from above date.
*A/A=As available on Current Price

Item#	Qty.	Description
1	1	"NEW" PN-L803C - PKG1 80" Sharp Aquos Board with: New- Quad Core PN-SPCi5W7H PC Rolling Cart Commercial Grade Surge Protector Option 1 - \$12,495.00- Delivered New in the box. Option 2 - \$13,490.00 - Includes: Unbox, Assemble, Configure, Test, Delivery, and Install at Customer Location.

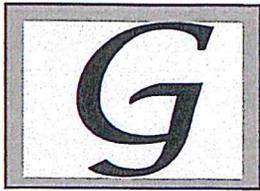
Terms Net Cash or Approved Lease Plus Applicable Taxes

Anticipated Delivery Date: 3-7 Work Days

By: Mike Colvin
MTR, Inc

Quotation Accepted By:

Date: _____ Title _____



GARCO LEASING

4011 Cripple Creek Rd.
Readyville, TN 37149
(615)895-7874

Quotation

1-6-2016

For: The Murfreesboro Police Dept

By: John Garland

(1) Sharp 80" PN-L803C Aquos Board	\$10,749.00
(2) Quad Core PC - Model# PN-SPCi5W7H	\$ 1,325.00
(3) Rolling Cart Floor Stand - Model# PN-SR7880M	\$ 749.00
(4) 20 Amp Power Filter	\$ 135.00
(5) Freight, Assembly, Delivery & Installation	\$ 899.00

Your Total Outright Purchase Price - **\$13,857.00**

Quotation Prepared by:  Date: 1-7-16

Customer Acceptance by: _____ Date: _____



TO: BILL TERRY
FOR: MURFREESBORO POLICE DEPARTMENT

PLEASE ACCEPT THE FOLLOWING BID

- 1 PN L803C 80" AQUOS BOARD
- 1 PN TPC17W7 QUAD-CORE WHITEBOARD PC WITH WINDOWS 7 PRO
- 1 PN SR760M ROLLING CART FLOOR STAND
- 1 PN SR800-ADP ADAPTOR MOUNTING PLATE

\$13,995.00 THIRTEEN THOUSAND NINE HUNDRED NINETY FIVE DOLLARS
BRAND NEW IN THE BOX

SINCERELY

A handwritten signature in black ink, appearing to read "B8" or "BS", written over a horizontal line.

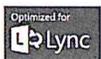
BRIAN STEVENS
SALES MANAGER

Turn any meeting room into a face-to-face
video-enabled collaboration room.



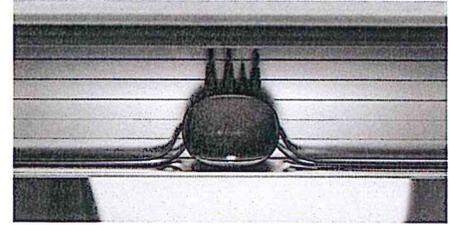
The Logitech ConferenceCam CC3000e

The Logitech ConferenceCam CC3000e combines breakthrough affordability and professional audio and video to turn any meeting space into a video-enabled collaboration place. By using your familiar computing environment and UC application of choice, the CC3000e is plug-and-play and easy to deploy. Workgroups of 6-10 people can now experience the productivity benefits of crystal-clear face-to-face communication.



UC for Real People

Logitech ConferenceCam CC3000e



Video

HD 1080p video quality at 30 frames-per-second

Brings life-like full HD video to conference calls, enabling expressions, non-verbal cues and movements to be seen clearly

H.264 with Scalable Video Coding (SVC) and UVC 1.5 camera technology

Frees up PC bandwidth by putting video processing within the camera, adjusting dynamically to the available bitstream. The result is a smoother video stream in applications like Microsoft® Lync™ 2013.

90-degree field of view with mechanical 260-degree pan and 130-degree tilt

The generously wide field of view and silky smooth pan and tilt controls enhance collaboration by making it easy to see everyone in the room.

10x lossless zoom

Zero in on close-ups of objects and whiteboard content with outstanding detail and clarity.

ZEISS® glass lens with autofocus

High-precision lens automatically focuses on people and objects to deliver razor-sharp resolution wherever the lens is pointed.

Far-end camera control

Operate camera pan, tilt and zoom functions of another Logitech ConferenceCam in the remote location.¹

Audio and Controls

Omni-directional full duplex mics

Conference participants can clearly converse from a 20-foot diameter around the base, making it seem like conversations are happening in the same room.

Acoustic echo cancelation and noise-cancelling

Optimized to hear and be heard even in noisy environments.

Wideband audio supporting stereo or mono audio modes

True wideband audio enables people on both sides of the call to enjoy a life-like communication experience.

Touch controls

Provide excellent response for call answer/end², volume, mute and other functions without transmitting audible noise through the audio path.

LCD displays Caller ID and other info

View call-related info² (caller ID, call duration, etc.) and speakerphone/camera function indicators (volume control, etc.) on LCD display screen.

Dockable remote control

Operate camera pan, tilt and zoom, volume up/down and answer/hang-up² functions on the base console or with remote control that docks in console when not in use.

Connectivity and Usage

Compatible with Mac and PC, including thin clients

Employees simply connect a laptop of their choice to conduct life-like meetings within their own familiar computing environment.

USB video/audio connectivity and Bluetooth® audio connectivity with NFC (Near Field Communication) pairing³

USB plug-and-play connectivity makes set-up with a laptop or thin client simple, or connect to a Bluetooth® device for professional audio calls. Easily pair NFC-enabled mobile devices to the CC3000e by simply touching them together.

Optimized for Microsoft® Lync®, Cisco® compatible⁴ (with Jabber® and Webex®), Skype™ certified, integrated with Vido⁵

Broad application compatibility ensures an integrated experience with most business-grade UC platforms.

Camera "Home" preset

User-defined preset returns camera to preferred viewing position upon wake-up.

Visual call status indicator

Onboard LEDs flash to provide a visual alerts and call status.

Kensington Security Slot

Camera and speakerphone are each provisioned with Kensington Security Slots to help secure the equipment with anti-theft locks.

TECH SPECS

Camera

- Smooth motorized pan, tilt and zoom, controlled from remote or console
- 260-degree pan, 130-degree tilt
- 10X lossless zoom
- 90-degree Field of View
- Full HD 1080p 30fps with onboard UVC 1.5 and H.264 SVC
- Camera "Home" preset key
- Far-end control (PTZ) of ConferenceCam products
- ZEISS® Optics with autofocus
- Kensington Security Slot
- LED to confirm video streaming
- Standard tripod thread

Speakerphone

- LEDs for speakerphone streaming, mute, hold, and Bluetooth® pairing
- Microphones (Tx)
 - Two omni-directional microphones supporting 20-foot diameter range
 - Frequency response: 100Hz - 7.75KHz
 - Sensitivity: -28dB +/-3dB
 - Distortion: <1% @ 1KHz at 65dB
- Speakers (Rx)
 - Frequency response: 120Hz - 10KHz
 - Sensitivity: 83dB SPL +/-3dB at 1W/1M
 - Max output: 95dB SPL
 - Distortion: <5% from 200Hz
- Kensington Security Slot

Remote Control

- Dockable remote control for all available functions
- 10-foot range remote control

Hub/Cables

- Central mountable hub for connection of all components
- Included adhesive solution for under-table mounting
- Two 16-foot cables for connection between hub and camera/speakerphone
- One 10-foot USB cable for connection to PC/Mac
- AC Power adapter

Compliance and Tools

- USB 2.0 compliant
- UVC-compliant video and audio for broad application compatibility
- Optimized for Microsoft® Lync®, Cisco® compatible,⁴ Skype™ certified, integrated with Vido⁵
- Downloadable diagnostic tool
- Field upgradeable firmware tool
- Downloadable app plug-ins for advanced feature support

Logitech ConferenceCam CC3000e



PRODUCT SPECIFICATIONS

Price: \$999.99
Part #: 960-000982
UPC Code: 097855102096

SYSTEM REQUIREMENTS

Windows 7 or 8
Mac OS X 10.7 or higher
Google Chromebook Version 29.0.1547.70,
Platform 4319.79.0
Note: For full HD support, please check with
your software application provider for system
requirements.

PRODUCT DIMENSIONS + WEIGHT

Camera 130 x 130 x 150 mm 5.12 x 5.12 x 5.91 in 590g / 20.81 oz	Remote 50 x 120 x 9.8 mm 1.97 x 4.72 x 0.36 in 48g / 1.69 oz
Speakerphone 240 x 240 x 68 mm 9.45 x 9.45 x 2.68 in 810g / 28.57 oz	Wall/Table Mount 210 x 120 x 99 mm 8.27 x 4.72 x 3.90 in 255g / 8.99 oz
Hub 95 x 74 x 34 mm 3.74 x 2.91 x 1.34 in 50g / 1.76 oz	Packaging/Box 500 x 145 x 300 mm 19.69 x 5.71 x 12.13 in 3590g / 126.63 oz

INSIDE THE BOX

Speakerphone, Camera, Remote Control,
Powered Hub, Wall/Table Mount, Two 16-foot
cables for Speakerphone/Hub and Camera/
Hub Connection, USB cable for Hub/
PC connection, Adhesive solution for hub
mounting, power adapter, Quick Start Guide

WARRANTY

2-year limited hardware

Learn more at: www.logitech.com/CC3000e | To order contact your reseller, or call us at 800-308-8666.

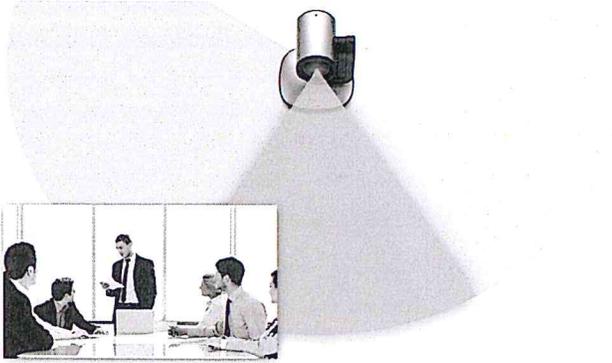
Logitech Inc. 7600 Gateway Blvd. Newark, CA 94560

¹ With Microsoft® Lync™ and Vidyo deployments, Lync requires plug-in download.
² With Microsoft® Lync™, Skype™, Cisco Jabber™ and Vidyo deployments
³ With NFC-enabled mobile devices
⁴ See www.logitech.com/ciscompatibility for the latest version.

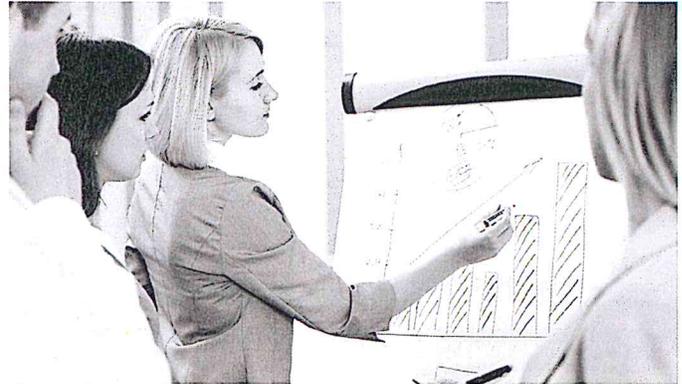
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 Logitech®

See the Big Picture... or Every Little Detail



A generous 90-degree wide field of view and silky smooth pan and tilt controls make it easy to see everyone in the room.



For razor-sharp close-ups of whiteboard content or small objects, the 10x lossless zoom can zero in on every detail with outstanding resolution and clarity.

Your Meeting Space...Your Way

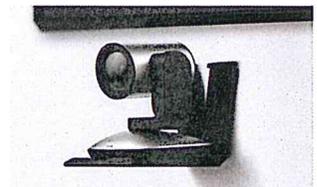
Gone are the dinosaur days of proprietary, complex, and ultra-expensive video-conference systems. Welcome a whole new era of business-grade video conferencing defined by UC application independence, ease of use, affordability...and flexibility.

The ConferenceCam CC3000e offers the flexibility to set up the conference room the way you want with up to a 32-foot range between camera and speaker.

Make conference calls from your mobile device.

Conduct a professional-sounding audio conference call using a tablet or mobile phone via *Bluetooth*®. The CC3000e has a *Bluetooth*® radius only as big as a normal conference room to avoid accidental *Bluetooth*® speaker pick-ups throughout the office or from other conference rooms.

For an even easier connection experience, quickly pair NFC-enabled mobile devices to the CC3000e by simply touching them together. And whether the user connects with *Bluetooth*® or NFC, the CC3000e is programmed to remember only the last mobile device it was paired to for security and convenience.



Mounted on wall



Sitting on table or ledge



Elevated to eye height

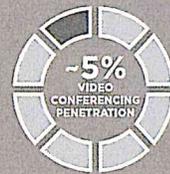
A Breeze to Deploy. Simple to Use.

When it's meeting time, users simply bring their PC, Mac or thin client to the meeting room, connect the ConferenceCam's USB cable to the laptop, and initiate a video-enabled conference call within the desktop video conferencing application of their choice.

Controlling the mechanics of the call is easy. All functions can be controlled from the base console or with remote control that docks in the console when not in use.

VIDEO CONFERENCING DATA POINT

Frost & Sullivan believes there are 60-70 million physical conference rooms globally, but that only ~5% of these are penetrated with video conferencing capabilities.



Cost, interoperability, complexity and quality of video communication are key factors that could explain why. The Logitech ConferenceCam CC3000e shifts the equation with game-changing breakthroughs in affordability, quality, interoperability, ease of use, and all-in-one design.

Search CDW ..

W

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Logitech ConferenceCam CC3000e USB 2.0 Video Conferencing Camera

logitech

Mfg. Part: 960-000982 | CDW Part: 3248674 | UNSPSC: 45121506

★★★★★

[Read 1 review](#) | [Write a review](#)

1

~~\$999.99~~

\$789.99

Advertised Price

Lease Option **\$24.65** /month [i](#)

Availability In Stock

Click the camera icon for alternate configurations and details



• Videoconferencing camera

• PTZ

• color

• 1920 x 1080

• 1080p

• motorized

• audio

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Roll over image to zoom in

Logitech ConferenceCam CC3000e All-In-One HD Video and Audio Conferencing System (960-000982)

by Logitech

48 customer reviews

| 54 answered questions

List Price: ~~\$999.99~~

Price: **\$909.79 & FREE Shipping**

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Item is eligible: No interest if paid in full within 12 months with the Amazon.com Store Card. Apply now

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Package Type: **Standard Packaging**

- All-in-one video and audio conferencing solution: Enterprise quality video camera and speakerphone, affordably priced for any conference room
- Business grade HD video: Full 1080p HD video at 30 frames per second for high quality video conferences. Provides wide field of view for groups of up to 10: 90-degree full-room view plus remote control pan, tilt and 10X zoom are perfect for mid-size groups
- Omnidirectional full duplex speakerphone: Built-in wide-range noise-cancelling mics and touch controls for clear voice and video conferences
- Plug-and-play compatibility: USB connectivity to PC or Mac; Bluetooth and NFC mobile device pairing; compatible with most UC and web conferencing applications
- This business product ships in brown box with no retail packaging

29 new 2 used from \$579.99

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Qty: 1

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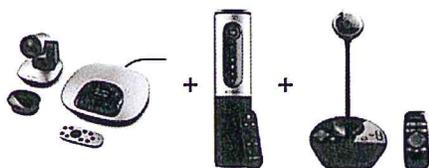


Audio-Technica AT2020USBi Cardioid Co...

7 \$359.00 \$199.00

Ad feedback

Frequently Bought Together



Total price: **\$1,551.74**

Add all three to Cart

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This item: Logitech ConferenceCam CC3000e All-In-One HD Video and Audio Conferencing System (960-000982) \$909.79

Logitech Conference Cam Connect Portable All-In-One Videoconferencing Solution for Small Groups (960...) \$449.95

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BkŲŲb`œeŲbŲj

Home > Laptop & Desktop Computers > Computer Accessories > Webcams > Logitech® CC3000e video Conferencing camera

Logitech® CC3000e video Conferencing camera

Item: IM1TW7695 Model: 960-000982
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Each



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- 3 Year Electronics Protection Plan (\$400+) \$64.99



OptiPlex 3020



Big things come in small packages.

Essential performance and best-in-class security, now offered in Dell's smallest and most versatile form factor, the Dell OptiPlex 3020 Micro.

Available with up to Intel® Core™ i5 processors, Intel® HD graphics, and dual monitor capabilities, OptiPlex 3020 enables increased power and productivity. Enhance these features with Dell essential accessories such as award winning monitors, keyboards, mice, and headsets for a complete computing experience. Additionally, the Micro form factor is compatible with five optional mounting solutions, allowing you to keep your desktop off the desk, off the floor and out of the way.

For more information visit:

www.dell.com

OptiPlex 3020 MT/SFF/Micro Technical Specifications			
Chassis	Minitower (MT)	Small Form Factor (SFF)	Micro
Processors ¹	Intel® 4th generation Core™ i5 Quad Core (84W for MT & SFF, 35W for micro), Core™ i3 Dual Core, Pentium® Dual Core and Celeron® Dual Core (65W for MT & SFF, 35W for Micro)		
Chipset	Intel® H81 Chipset		
Operating System Options ¹	Windows 8.1 Standard 64 bit Windows 8.1 Pro 64 bit Windows 7 Professional SP1 32 bit Windows 7 Professional SP1 64 bit Windows 8.1 Pro 64 bit Downgrade Ubuntu® (select countries)		
Graphics ²	Integrated Intel® HD Graphics 4600 (with select CPUs)		
	Supports optional discrete graphics solutions from AMD		N/A
Memory ³	2 Long DIMM slots;		2 SO- DIMM slots;
	Non-ECC dual-channel 1600MHz DDR3 SDRAM, supports up to 16GB		
Networking	Integrated Realtek® RTL8151GD Ethernet LAN 10/100/1000; optional PCIe 10/100/1000 network card; optional wireless 802.11 a/b/g/n card		Optional wireless M.2 802.11ac card
I/O Ports	2 external USB 3.0 ports (rear) and 6 external USB 2.0 ports (2 front, 4 rear); 1 Serial port (optional); 1 PS/2 (optional); 1 RJ-45; 1 VGA; 1 DisplayPort 1.2; 1 Mic-in & 1 Headphone out (front); 1 Mic-in/Line-in & 1 Line-out(rear)		2 external USB 3.0 ports (1 front, 1 rear) and 4 external USB 2.0 ports (1 front, 3 rear); 1 Serial port (optional); 2 PS/2 (optional); 1 RJ-45; 1 VGA; 1 DisplayPort 1.2; 1 Mic-in (front, re-taskable to headphone); 1 GHS (front);
Removable Media Options	Supports optional optical disc drives and media card reader options		Supports optional optical disc drives by external USB
Hard Drives ⁴ Options	Hard Disk Drives: up to 1TB Supports Solid State Drives, Hybrid and Hybrid Opal SED FIPS No Hard Drive – Supports Dell Cloud Desktop diskless option		
Dimensions (H x W x D) Inches/(cm)	14.2 x 6.9 x 16.4 / 36.0 x 17.5 x 41.7	11.4 x 3.7 x 12.3 / 29.0 x 9.3 x 31.2	7.17 x 1.4 x 6.93 / 18.2 x 3.6 x 17.6
Min. Weight (lbs/kg)	20.68 / 9.4	13.2 /6.0	2.82 / 1.28
Number of Bays	2 internal 3.5" 2 external 5.25"	1 internal 3.5" 1 external 5.25" (slimline)	1 internal 2.5"
Expansion Slots	1 full height PCIe x16 3 full height PCIe x1	1 half height PCIe x16 1 half height PCIe x1	1 M.2 (22x30mm)
Power Supply ¹¹ Unit (PSU)	Standard 290W PSU Active PFC or optional 290W up to 90% Efficient PSU (80 PLUS Gold); ENERGY STAR compliant, Active PFC	Standard 255W PSU Active PFC or optional 255W up to 90% Efficient PSU (80 PLUS Gold); ENERGY STAR compliant, Active PFC	Standard 65W adaptor. Minimum Efficiency >87%, ENERGY STAR compliant.
Recommended Accessories	Dell Monitors: Dell 22 Monitor – P2214H, E2214H Dell 23 Monitor – E2314H Dell 20 Monitor – P2014H, E2014H		
	Micro Mounting Options: Vertical Stand, VESA Mount, Dual VESA Mount, All in One Mount, Console with DVD-RW		
	Keyboards & Mice: Dell Standard Keyboard, Dell Multimedia Keyboard, Dell Smartcard Keyboard, Dell USB Mouse, Dell Laser Mouse		
	Dell 1TB Portable Hard Drive		
	Dell Security Lock – LP500		

Security	Trusted Platform Module ¹⁰ (TPM) 1.2, Dell Data Protection Security Tools, Dell Data Protection Encryption, Chassis lock slot support, Chassis Intrusion Switch, Setup/BIOS Password, I/O Interface Security, optional Smart Card keyboards, Intel® Trusted Execution Technology, Intel® Identity Protection Technology, Intel® Ant-Theft Technology, KACE Security, Dell Secure Works, BIOS support for optional Computrace ⁵
Systems Management Options	In-Band Systems Management
Environmental & Regulatory Standards	Environmental Standards (eco-labels): ENERGY STAR 6.0, EPEAT Registered ⁶ , CECP, WEEE, Japan Energy Law, South Korea E-standby, South Korea Eco-label (for SFF only), EU RoHS, China RoHS Other Environmental Options: Carbon Off-set; Asset Resale and Recovery Service.
Warranty and Service	Limited Hardware Warranty ⁷ ; Standard Next Business Day On Site Service after Remote Diagnosis ⁸ (term varies by region); Optional 3-year Dell ProSupport™ for IT; 4 year and 5 year service and support options ⁹
Configuration Services	Factory image load, BIOS customization, hardware customization, asset tagging, reporting

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- 1 Offering may vary by region. Some items may be available post-RTS. Offering may vary by region and configuration. For complete details, refer to the Technical Guidebook published on www.dell.com.
- 2 System Memory and Graphics: Significant system memory may be used to support graphics, depending on system memory size and other factors.
- 3 4GB or Greater System Memory Capability: A 64-bit operating system is required to support 4GB or more of system memory.
- 4 Hard Drive: GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.
- 5 Computrace: Not a Dell offer. Certain conditions apply. For full details, see terms and conditions at www.lockforlaptops.com.
- 6 Please refer to www.epeat.net for specific country registration rating and participation.
- 7 Limited Hardware Warranty: For copy of Ltd Hardware Warranty, write Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see www.dell.com/warranty.
- 8 Onsite Service after Remote Diagnosis: Remote Diagnosis is determination by online/phone technician of cause of issue; may involve customer access to inside of system and multiple or extended sessions. If issue is covered by Limited Hardware Warranty (www.dell.com/warranty) and not resolved remotely, Technician and/or part will be dispatched, usually within 1 business day following completion of Remote Diagnosis. Availability varies. Other conditions apply.
- 9 Dell Services: Availability and terms of Dell Services vary by region. For more information, visit www.dell.com/servicedescription
- 10 TPM: TPM is not available in all regions.
- 11 PSU: This form factor utilizes a more efficient Active Power Factor Correction (APFC) power supply. Dell recommends only Universal Power Supplies (UPS) based on Sine Wave output for APFC PSUs, not an approximation of a Sine Wave, Square Wave, or quasi-Square Wave (see UPS technical specifications). If you have questions please contact the manufacturer to confirm the output type.



QUOTATION

Quote #: 723123333
Customer #: 22596079
Contract #: 50AHC
Customer Agreement #: NCPA 01-42
Quote Date: 01/20/2016
Date: 1/20/2016
Customer Name: CITY OF MURFREESBORO POLICE

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: ELIZABETH KENNEY **PHONE:** 1800 - 4563355
Email Address: Elizabeth_Kenney@Dell.com **Phone Ext:** 80000

GROUP: 1 QUANTITY: 15 SYSTEM PRICE: \$797.51 GROUP TOTAL: \$11,962.65

Description	Quantity
OptiPlex 3020 Minitower CTO (210-ABIW)	15
8GB (2x4G) 1600MHz DDR3 Memory (370-AAAC)	15
US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black (580-AAQX)	15
Display Not Included (480-ABFW)	15
Intel Integrated Graphics, Dell OptiPlex (490-BBFG)	15
Dell Wireless 1540 Software (555-BBFB)	15
1TB 3.5inch Serial ATA (7.200 Rpm) Hard Drive (400-AAMQ)	15
No Media Card Reader (385-BBCR)	15
Microsoft Office 30 Day Trial (658-BCSB)	15
Dell Digital Delivery Cirrus Client (340-AAUC)	15
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex (421-5334)	15
Thank you for buying Dell (421-9982)	15
Dell Data Protection System Tools Digital Delivery/DT (422-0008)	15
SW,MY-DELL,CRRS (422-0052)	15
Visit www.dell.com/encryption (632-BBBZ)	15
Thank you for buying Dell (632-BBCB)	15
Adobe Reader 11 (640-BBDF)	15
Dell Data Protection Protected Workspace (640-BBEV)	15
Enable Low Power Mode (658-BBMQ)	15
Waves Maxx Audio (658-BBNH)	15
No Anti-Virus Software (650-AAAJ)	15
W10P-DG7 DT 64 ENG/FRE/SPN (619-AIKN)	15
US Order (332-1286)	15
OptiPlex 3020 Minitower Chassis w/ up to 90 Percent Efficient PSU (EPA V2) (329-BCKL)	15
No mouse selected on your OptiPlex system (570-AAAF)	15
No ESTAR (387-BBCG)	15
No Additional Network Card Selected (Integrated NIC included) (555-BBJO)	15
16X Half Height DVD+/-RW Drive (429-AAED)	15
No Speaker, OptiPlex (520-AAAL)	15

	15
Dell Wireless 1540 802.11a/n Dual Band, High Speed wi-Fi, Full Height (555-BBGT)	15
System Power Cord (Philippine/TH/US) (450-AAOJ)	15
Windows 10 OS Professional Recovery 64bit - DVD (620-AAYW)	15
Dell Backup and Recovery Basic (637-AAAS)	15
Desktop BTO Standard shipment (800-BBIO)	15
Not Selected in this Configuration (817-BBBC)	15
Safety/Environment and Regulatory Guide (English/French/Dutch) (340-AGIK)	15
Dell Limited Hardware Warranty Plus Service (803-8583)	15
Onsite Service After Remote Diagnosis 3 Years (803-8590)	15
Management Engine (340-AGMO)	15
No Diagnostic/Recovery CD media (340-ABJI)	15
No Quick Reference Guide (340-ABKW)	15
Intel Core I5-4590 (Quad Core, 3.30GHz Turbo, 6MB, w/ HD Graphics 4600) (338-BEUB)	15
No DDPE Encryption Software (954-3465)	15
Chassis Intrusion Switch (461-AAAZ)	15
Mini Tower, Chassis Performance Heatsink (95watts) (412-AAAV)	15
Shipping Material for System, Minitower, Dell OptiPlex (340-ABVE)	15
No Accessories (461-AABV)	15
No DDP ESS Software (634-BENZ)	15
PowerDVD Software not included (632-BBBJ)	15
No Additional Hard Drive (401-AADF)	15
Regulatory Label, OptiPlex 3020 (389-BDMC)	15
Intel Core I5 Label (389-BBWP)	15

*Total Purchase Price:	\$15,697.50
Product Subtotal:	\$15,697.50
Tax:	\$0.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS
	<i>(* Amount denoted in \$)</i>

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For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

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Compact Laser All-in-One

with Wireless Networking
and Advanced Duplex



Brother Printers
September 2013



MFC-L2740DW

brother
at your side



MFC-L2740dw

Compact Laser All-in-One with Wireless Networking and Advanced Duplex

The Brother™ MFC-L2740dw is a reliable, affordable monochrome laser all-in-one with an up to 35-page automatic document feeder for home or small office use. This desk-friendly, compact all-in-one has an up to 250-sheet capacity tray, connects with ease via wireless networking or Ethernet, and prints and copies at up to 32ppm. Automatic duplex printing, plus single-pass duplex scanning and copying.

Specifications:

Print Technology	Electrophotographic Laser
LCD Display (type/size)	2.7" Color TouchScreen
Paper Size (maximum)	Paper Tray: Up to 8.5" x 14" (legal) Manual Feed Slot: 3" to 8.5" (W), 5" to 14" (L)
Print Speed (maximum)	Up to 32ppm
Print Resolution (maximum)	Up to 2400 x 600 dpi
Emulations	PCL6, BR-Script3 ²
Memory (std./max.)	64MB / 64MB
Duplex Printing Capability	Yes
Paper Input Capacity (maximum) ¹	250-sheet capacity paper tray, plus a single-sheet manual feed slot
Output Capacity (maximum) ¹	100 sheets (face down), 1 sheet (face up)
Auto Document Feeder ¹	Up to 35 pages
Standard Interfaces	Wireless 802.11b/g/n, Ethernet, Hi-Speed USB 2.0
Copy Speed (maximum)	Up to 32cpm
Automatic Duplex Scan/Copy	Yes
Copy Resolution (maximum)	600 x 600 dpi
Copy Reduction/Enlargement	25% - 400% in 1% increments
Copy Options	Sorting, N-in-1, Multi-copying (up to 99), ID copy
Scanner Type	Color Flatbed with ADF
Document Glass Size	8.5" x 11" (letter)
Scan Resolution (maximum)	Optical: Up to 600 x 2400 dpi ⁴ Interpolated: Up to 19200 x 19200 dpi
Scan To Capability	File, Image, E-mail, OCR, FTP, E-mail Server ¹ , Microsoft® SharePoint®, Cloud (Web Connect ¹)
Web Connect ¹	DROPBOX, GOOGLE DRIVE™, EVERNOTE®, ONEDRIVE, ONENOTE, BOX, FACEBOOK™, FLICKR® and PICASA Web Albums™
Brother Cloud Apps ¹	Office Print, Outline&Copy, Outline&Scan, Easy Scan to E-mail, NoteScan
Document Viewer / OCR Software	Nuance™ PaperPort™ 12SE w/ OCR for Windows® Presto!® PageManager®9 w/ OCR for Mac® (by download)
Fax Page Memory (maximum)	Up to 500 pages ²
Speed Dial Locations	200
PC Fax Capability ³	Yes
Operating Systems Compatibility ⁶	Windows®: XP Home / XP Professional / XP Professional x64 Edition / Windows Vista® / Windows® 7, 8, 8.1 / Windows Server® 2003 (32 / 64 bit) / 2008 / 2008 R2 / 2012 / 2012 R2 Mac® OS X® v10.7.5, 10.8.x, 10.9.x Linux
Mobile Device Compatibility ⁷	AirPrint™, Google Cloud Print™, Brother™ iPrint&Scan, Cortado Workplace, Wi-Fi Direct®
Warranty	1-year limited warranty

Key Features at a Glance:

- Fast, high-quality printing and copying at up to 32ppm
- Flexible connectivity via Wireless 802.11b/g/n, Ethernet and Hi-Speed USB 2.0 interfaces
- Wireless printing from your mobile device via⁷: AirPrint™, Google Cloud Print™, Brother™ iPrint&Scan, Cortado Workplace and Wi-Fi Direct®
- 2.7" Color TouchScreen Display - Offers intuitive navigation and easy scanning to popular cloud services⁸
- Automatic duplex printing for creating professional two-sided documents
- Scans both sides of the page in a single-pass for fast, two-sided copying, scanning, faxing
- Offers 'scan to' features including ID Scan*, Blank page skip and more
- 250-sheet capacity tray adjustable for letter or legal size paper, plus a manual feed slot for envelope printing
- Helps lower operating costs with High-yield 2,600-page* replacement toner cartridge available*
- One year limited warranty with free phone support for the life of your product



Supplies & Accessories¹:

TN-630	Standard Yield Toner (approx. 1,200 pages)*
TN-660	High-Yield Toner (approx. 2,600 pages)*
DR-630	Drum Unit (approx. 12,000 pages)*
BP60MPLTR	Letter-size Multi Purpose Paper (500 sheets)

Logistics Information:

UPC Code	012502638896
Unit Dimensions	16.1" W x 15.7" D x 12.5" H
Unit Weight / Carton Weight	25.8 lbs. / 31.3 lbs.
Carton Dimensions	22.3" W x 20.4" D x 17.1" H

¹ Maximum capacity based on using 20 lb. paper

* Additional purchase required

² Approximate toner cartridge yield in accordance with ISO/IEC 19752 (letter/A4)

³ Drum yield is approx., and may vary by type of use

⁴ PostScript®3™ compatible

⁵ Requires a connection to a wireless network. See www.brother.com for details, availability and mobile device compatibility

⁶ Server 2003 / 2008 / 2012 network printing only

⁷ Feature available using ControlCenter

⁸ Requires an Internet connection and an account with desired service.

See www.brother.com for details.

¹ Requires SMTP/POP3 mail server support. Download from <http://solutions.brother.com>

² Using ITU-T Test Chart #1 with JBIG coding and std. resolution

³ PC Fax Receive not available for Mac users. B&W only

⁴ Max. dpi from glass; max 600x600 dpi from ADF

⁷ Requires an Internet connection. See www.brother.com for details.



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Brother MFC L2740DW Multifunction printer - B/W - laser - 8.5 in x 14 in (original) - A4/Legal (media) - up to 32 ppm (copying) - up to 32 ppm (printing) - 250 sheets - 33.6 Kbps - USB 2.0, LAN, Wi-Fi(n)



Availability: 1-2 days Mfg. Part: M FCL2740DW
Returnable: Yes
UPC: 012502638896

Multifunction printer - B/W - laser - 8.5 in x 14 in (original) - A4/Legal (media) - up to 32 ppm (copying) - up to 32 ppm (printing) - 250 sheets - 33.6 Kbps - USB 2.0, LAN, Wi-Fi(n)

MSRP | \$499.99
Sale Price | **\$292.99**

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Brother MFC-L2740DW 32 ppm Multifunction Printer

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Mfg. Part: MFCL2740DW | CDW Part: 3494014 | UNSPSC: 44101503



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1

\$499.99

\$304.23

Advertised Price

Availability: In Stock

China to us, if ordered within 1 hr, 5.5 mins



- Multifunction printer
- B/W
- laser
- 8.5 in x 14 in (original)
- A4/Legal (media)
- up to 32 ppm (copying)
- up to 32 ppm (printing)

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Brother MFC L2740DW - multifunction printer (B/W)

Mfr Part # MFCL2740DW UNSPSC: 44101503



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Overview

Tech Specs

Accessories

- › Max Copying Speed32 ppm(B/W);Max Printing Speed32 ppm(B/W)
- › Max Copying Resolution600 x 600 dpi(B/W);Max Printing Resolution2400 x 600 dpi(B/W)
- › Monthly Duty Cycle (max:10000 pages)
- › LAN

Brother MFC L2740DW - Multifunction printer - B/W - laser - 8.5 in x 14 in (original) - A4/Legal (media) - up to 32 ppm (copying) - up to 32 ppm (printing) - 250 sheets - 33.6 Kbps - USB 2.0, LAN, Wi-Fi(n)

Brother MFC all-in-ones can print, copy, scan or fax all from one compact machine, helping you to save space, time and money. In addition, products often offer cutting-edge features such as wireless connectivity, security functions and built-in expandability. Brother MFC all-in-one printers offer extraordinary versatility and performance features suitable for a wide range of user needs. Available in a variety of form factors and configurations that will meet virtually any requirement, Brother MFC all-in-ones deliver affordable and dependable solutions whether for your home, small office or business.

UNIVERGE® Desktop IP and Digital Terminals



The NEC UNIVERGE family of IP and digital terminals moves the standard desktop phone to the next level through its large feature set and modular design, and are built to the highest environmental standards.



At a Glance

- Customizable to meet employees' specific communications needs
- Support for a wide-range of applications which can help improve overall employee efficiency and productivity
- Modular design delivers maximum deployment flexibility and investment protection
- Choice of either IP or digital terminals
- XML open interface support on IP terminals
- Easy to use intuitive interfaces

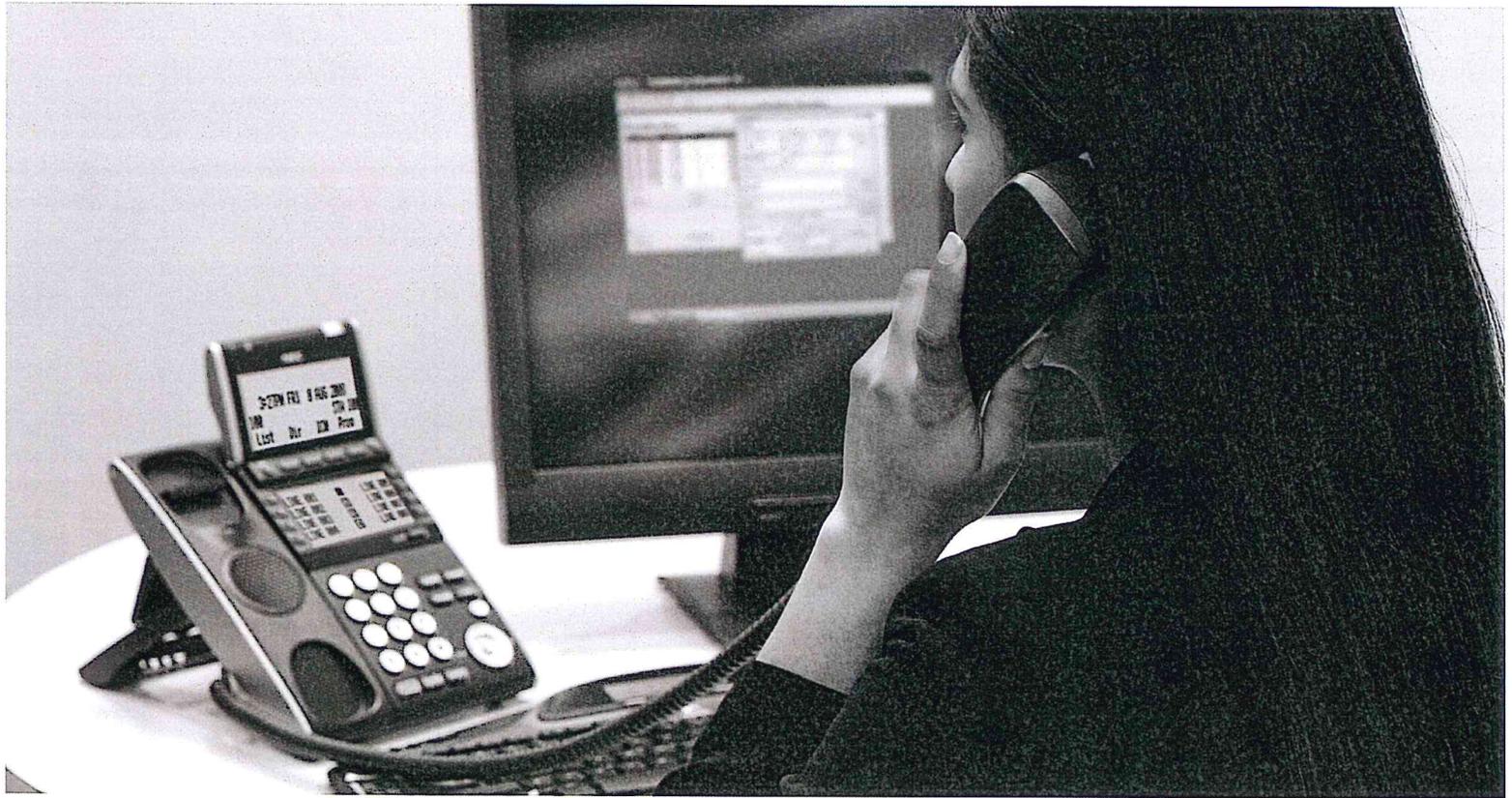
Overview

Taking Business Communications to the Next Level

With the speed of business today, the importance of the desktop phone has never been greater. Today's employee requires an accessible communication tool at any location in order to be as efficient and productive as possible. But, many businesses and employees have not taken advantage of the enhanced capabilities offered by today's next-generation phones. NEC's UNIVERGE Desktop IP and Digital Terminals are the answer.

The NEC UNIVERGE family of IP and digital terminals moves the standard desktop phone to the next level through its large feature

set and modular design, and are built to the highest environmental standards. By delivering a wide range of customizable features, this terminal can help meet the communications needs and "green" initiatives of any workplace. And thanks to its modular design, businesses have the option to quickly and easily customize the terminals to meet employees' specific communications needs. Because these terminals support a wide range of applications, the Desktop IP and Digital Terminals can also help improve overall employee efficiency and productivity.



Solution

Freedom of Choice

UNIVERGE Terminals give you the freedom to tailor your platform and telephony applications to meet your business's evolving needs. Whether your business is just getting started or is already rapidly growing, NEC provides the right solutions.

UNIVERGE Terminals provide:

- Scalability and customization through modularity
- Investment protection
- Both VoIP and traditional voice support
- XML open interface support
- Advanced applications to improve staff productivity & efficiency
- Intuitive interfaces



DT750 IP Terminal with Color Touch Screen LCD

Personalized Terminals to Meet Your Specific Requirements

NEC's innovative terminal design is intended to deliver maximum deployment flexibility. Modularity allows for multiple combinations to fit any business niche or personalization requirement. From the front desk, to the conference room, to knowledge workers who spend all day on the phone, to remote workers, to executives, NEC offers options for all your business needs. These options include:

- Add-on line key modules
- Customizable faceplates or a choice of integrated LCDs
- A selection of keypads
- Wired or wireless handsets
- A Bluetooth® interface for peripheral equipment
- Custom color accent panels
- Custom function keys
- Options for the visually impaired such as audio key action feedback and large character display

Modify and Customize Terminals to Match Your Growing Business Needs

As your business expands, so do your communication needs. Your terminals should be able to grow with your business. And, with NEC's next generation terminals, you will have the capability to increase feature functionality through applications support and personalization of the phone. There is no need to replace the entire terminal if you need new features. Instead, your initial investment is protected, and the terminal can be upgraded at minimal cost.

Choice of Either IP or Digital Terminals

Whether your business communications are pure IP or any combination of IP and traditional circuit-switched technology, NEC provides a full line of terminals that will meet your needs. The user interface and the terminal functionality remain the same for IP or digital versions. So, employees can easily transition between models and will not need training to use a new system.

XML Open Interface Support on IP Terminals

XML open interface support enables developers to create displayable and accessible applications via NEC's IP terminals. This feature provides you the ability to tailor applications specifically for your business.

The XML interface provides the user a way to integrate additional productivity tools on the desktop and improve efficiency. Applications such as calendar links, wallboard functionality, call directories and countless others can be displayed through a terminal's LCD through the Open XML interface.

Access to Advanced Applications Increases Staff Productivity and Efficiency

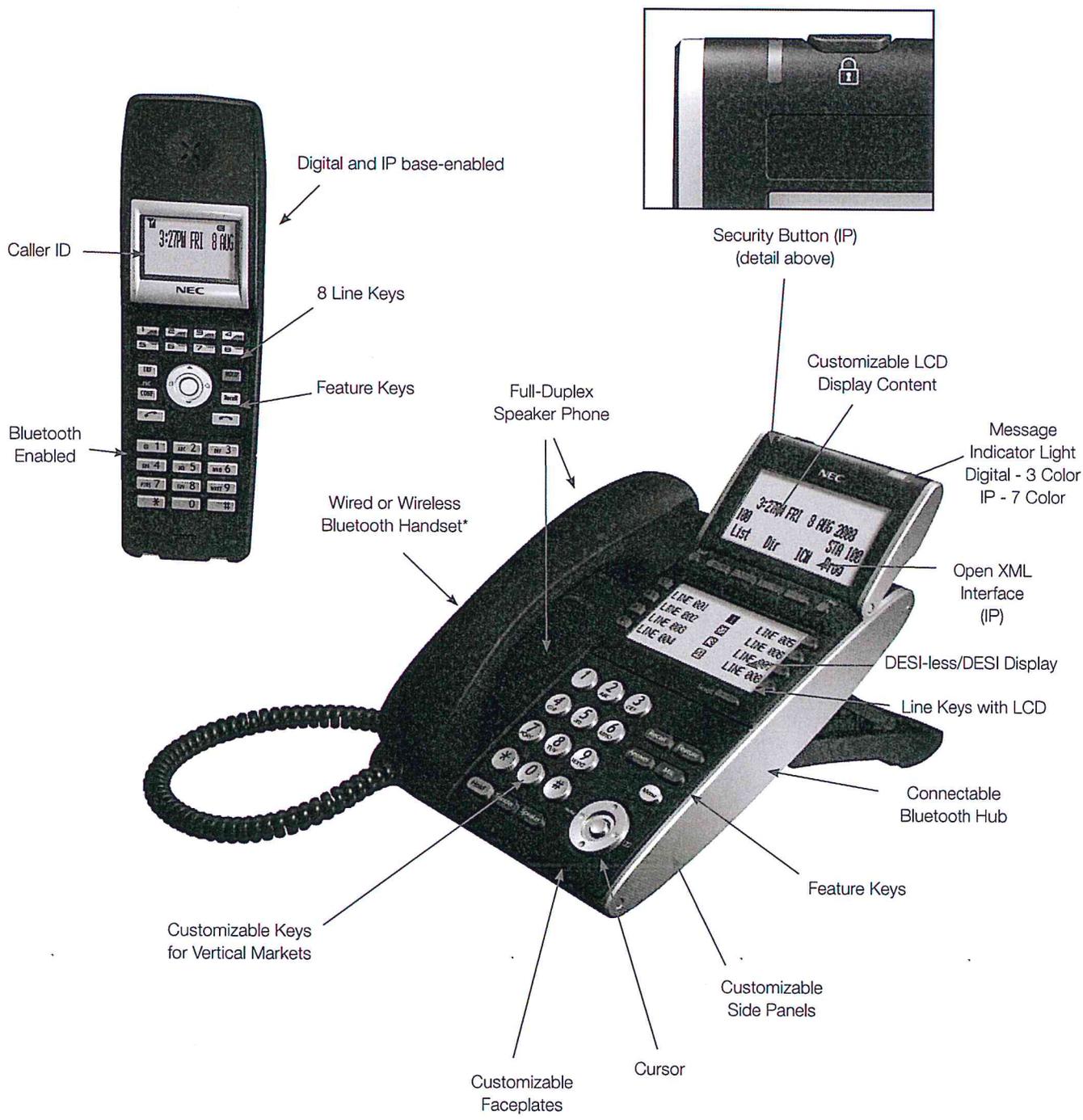
Advanced applications delivered directly to the desktop terminal enable staff to work more efficiently and improve customer service. The integration of voicemail, ACD and customer information applications helps minimize operator and other overhead costs.

Users can log on to any IP terminal anywhere on the business's NEC network. Upon logon, the user's profile and quality of service settings are immediately available to him or her. There is no need for extra programming.

Easy-to-Use, Intuitive Interfaces

NEC's terminal interfaces are designed to improve the overall user experience. NEC believes telephone users should not need extensive training or manuals to utilize business telephones. The NEC terminal interfaces are designed to be intuitive, allowing for effortless business communications. Global icons indicate status at a glance including notification of new voice or instant messages, missed calls, the telephone user's current presence status, and the device's current data protection mode.





* Wireless Bluetooth Handset option currently only available on the DT330 Digital Terminals supported by the UNIVERGE® SV8100, SV8300 and SV8500 Communications Servers.

Add-on Options

60 DSS Console



8 Line Key Module



Bluetooth Wireless Handset Module*



Line Key Options

Business Layout
(Standard)



ACD Layout
(For DT730 on SV8500 Only)



Retro Keypad
(For DT730/330
Terminals Only)



Hotel Keypad
(For DT750 Terminal Only)



* Also available on DT730/330 terminals: Spanish, French, ICON and Braille

Side Panel Color Options

Silver (Standard)



Blue



Clear



Wood



Red



Champagne
Gold



Faceplate Color Options

Dark-Brown
Metallic



Orange Metallic



Gun Metallic



Lime Green
Metallic



Metallic Blue



* Wireless Bluetooth Handset option currently only available on the DT330 Digital Terminals supported by the UNIVERGE® SV8100, SV8300 and SV8500 Communications Servers.

UNIVERGE Terminals Features

NEC's UNIVERGE terminals and the full-feature set of applications that they support provide your business with the right communication tools and a premier multimedia user experience.

Personal, System and Corporate Directories

Users can quickly access directories to easily reach the people they need; no need to waste time looking up phone numbers. Each entry in the directory is searchable, and a call can be placed from the searched entry. When a call is received, the Caller-ID matches the registered phone number with the entry in the directory, and the name of the entry is displayed on the LCD.

Call History

Incoming, outgoing and missed calls are logged and are accessible to the user. Call history can be used to make call backs, and the numbers can be added to the directory.

Wideband CODEC

NEC's UNIVERGE terminals utilize wideband CODECs for the truest possible speech reproduction. The result is crystal clear audio.

Information Protection Mode

IP terminals offer multiple levels of protection allowing users to protect personal data, corporate directories and data, and even lock the device to keep calls from being placed to ensure privacy and security on each terminal.

Customizable Ring Tones

Different ring tones can be programmed and assigned to unique telephone numbers in the telephone's directory. When an incoming call arrives, an identifying distinctive ring tone can immediately identify who is calling. Additional ringtones can be downloaded from the web.

Bluetooth Interface

The optional Bluetooth cordless handset provides short distance mobility. Users can step away from their desks confident that no important calls will be missed. This feature keeps businesses running smoothly and enhances customer service.

The built-in Hub Adapter in the handset allows users to pair third party peripheral equipment. This option is currently only available on the DT330 Digital Terminals supported by the UNIVERGE SV8100, SV8300 and SV8500 Communications Servers.

Internet Protocol Version 6 (IPv6)

NEC's IP terminal is easily upgradable to IPv6 with integration of an optional adapter. This adapter converts the IPv4 voice traffic of the phone to IPv6 for transportation. In addition with the adapter, the NEC IP Terminal will be able create a VPN session with the NEC Concentrator. This eliminates the need to place costly VPN routers within your network in order disperse IP terminals on a remote network.

Internal Zone Paging

Users have the option of getting a message out by paging either one person or an entire group through the terminal's speaker. It's a quick and easy method of grabbing someone's attention and ensuring that a message is heard immediately. (Only available on NEC's SV8000 series platforms.)



Top Row: DT730 IP Terminal - 32 Line Keys, DT330 Digital Terminal - with DSS Console, DT730 IP Terminal - 24 Line Keys

Bottom Row: DT730 IP Terminal - DESI-less, DT330 Digital Terminal - 12 Line Keys, DT750 IP Terminal - with Color Touch Screen LCD, DT330 Digital Terminal - DESI-less, DT330 Digital Terminal - 32 Line Keys

	UNIVERGE Desktop IP Terminals				UNIVERGE Desktop Digital Terminals		
	DT750	DT730	DT710	GT200	DT330	DT310	
							
Display	Color touch screen LCD	Gray scale LCD ITL-12CG-3: Color LCD Backlit ITL-12DG-3: Gray Scale LCD Backlit	Gray scale LCD (6,8 Line Key Models Only)	132x32x2 Black & White	Gray scale LCD	Gray scale LCD (6 Line Key Model Only)	
Line Keys on Base Terminal	DESI-less LCD	12, 24 DESI-less (32 Line Keys)	12, 24, 32	2, 6, 8 (DESI-less)	Supports one (1) line; (No Physical Line key)	12, 24 DESI-less (32 Line Keys)	2, 6, 12
Line Key Extension Add-On Modules	60 DSS Console	8 line Key, 60 DSS Console (24 Line Key Model Only)	NA	NA	NA	8 Line Key, 60 DSS Console (24 line Key model only)	NA
Backlit LCD	Standard	Standard	NA	NA	NA	Standard on DESI-less version Optionally available on other DT330s	NA
Backlit Dialpad	Standard	Standard	NA	NA	Standard	Standard	NA
Full Duplex Speakerphone	Standard	Standard	Standard	Standard	Standard	Standard	Half Duplex
XML Open Interface	Standard	Standard	Standard	NA	NA	NA	NA
Bluetooth Handset Module w/ Hub Adapter	NA	NA	NA	NA	Supported on the SV8100, SV8300 & SV8500	NA	NA
Side Panel Colors	Silver (Standard), Blue, Clear, Wood, Red, Champagne Gold	Silver (Standard), Blue, Clear, Wood, Red, Champagne Gold	Silver (Standard), Blue, Clear, Wood, Red, Champagne Gold	NA	Silver (Standard), Blue, Clear, Wood, Red, Champagne Gold	Silver (Standard), Blue, Clear, Wood, Red, Champagne Gold	Silver (Standard), Blue, Clear, Wood, Red, Champagne Gold
Faceplate Colors	NA	Black (Standard), Dark-Brown Metallic, Orange Metallic, Gun Metallic, Limegreen Metallic, Metallic Blue	NA	NA	Black (Standard), Dark-Brown Metallic, Orange Metallic, Gun Metallic, Lime green Metallic, Metallic Blue	NA	NA
NEC Communication System Support	UNIVERGE SV8500, SV8300 and SV8100	UNIVERGE SV8500, SV8300, SV8100 and UNIVERGE 3C. Note: DT730G and DSS currently not supported on UNIVERGE 3C	UNIVERGE SV8500, SV8300, SV8100 and UNIVERGE 3C. Note: 8-Button DESI-less not currently supported on UNIVERGE 3C	UNIVERGE SV8500 and is supported on the UNIVERGE SV8100 and SV8300 in limited capacity	UNIVERGE SV8500, SV8300 and SV8100	UNIVERGE SV8500, SV8300 and SV8100	UNIVERGE SV8500, SV8300 and SV8100

Note: Some features and functionality not immediately available.

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January 21, 2016

City of Murfreesboro Police Department
 Attention: Bill Terry

The following quote provides the hardware to add 70 IP phones to the Police Admin SV8100, including phones and associated licenses. This quote allows for the addition of 9 CO lines to be added to the system with the addition of CO interface cards and a chassis to accommodate the cards

QTY	Part Number	Description	TOTAL
1	670015	CHS 2UG-US	\$335.00
1	670100	PZ-BS10	\$185.00
1	670101	PZ-BS11	\$165.00
2	670110	CD-4COTB	\$221.00
1	670111	PZ-4COTF	\$100.30
1	670501	CHS2U Bracket	\$26.00
1	670508	CHS2U Rack Mount Kit	\$26.00
1	670700	LK-SYS-UPG FM 257 to 712	\$1,286.00
70	670721	LK-SYS-IP-Term SIP LIC	\$1,800.00
70	660004	ITZ-24D-3 BK	\$11,620.00
3	660122	ITZ/DTZ DESI 12D/24D	\$37.00
70	N576-110-014	Quicktron Cat6 14ft CBL ASSY BL	\$144.00
HARDWARE TOTAL			\$15,945.30

Notes:

1. Quote is valid for 30 days from quote date.
2. This quote is for hardware only. Labor will be quoted separately.

Jacque Glisson, Account Manager
 615-315-8608
jacque.glisson@blackbox.com



January 21, 2016

City of Murfreesboro Police Department
Attention: Bill Terry

BUDGETARY LABOR ESTIMATE

The following budgetary quote provides the labor for the following:

1. Add an additional chassis to the existing NEC SV8100 at Police Admin.
2. Add two C.O. cards to provide for 9 lines into the system.
3. Add the 9 C.O. lines, either ones that the customer will have moved or 9 new lines the customer will order
4. Key programming
5. Approximately one hour of training to show customer how to program phone

LABOR ESTIMATE: \$2,400.00

Notes:

1. Quote is valid for 30 days from quote date.
2. Phones cannot be brought online or trunks or sets tested until the customer provides a POE switch on the correct subnet at one fire station
3. 70 static IPs will be needed and because they are in different locations there will be a different subnet
4. Black Box will print the phone labels only. Customer will desi the phones and complete phone setup/deployment
5. If the dial plan needs to be reprogrammed, additional labor will apply.

Jacque Glisson, Account Manager
615-315-8608
jacque.glisson@blackbox.com



... creating a better quality of life

January 26, 2016

Honorable Mayor and Members of City Council:

RE: Professional Services Agreement with Farrar and Bates

As an item for the agenda of February, 4, 2016, it is recommended that City Council approve a Professional Services Agreement with Farrar and Bates to assist the City in legislative issues.

Background

There are numerous intergovernmental issues and legislation that impact local governments. The General Assembly considers bills that impact the City financially, operationally and strategically.

The services provided by Farrar and Bates will increase the flow of information between the City and the City's legislative delegation. The City currently does not have staff dedicated to solely monitor bills and their impact to the City.

Farrar and Bates

Mr. Farrar has more than two decades of experience drafting legislation and managing the political landscape for clients. Mr. Bucy has been building relationships with members of the General Assembly and has managed or been involved with dozens of political campaigns. Mr. Goforth has spent several years in the political process. Collectively, the organization has over 40 years of experience dealing with the Tennessee General Assembly and Tennessee state government.

Fiscal Impact

The FY 16 did not include funding for the proposed agreement. However, due to budgetary savings, I believe the \$16,666.65 can be absorbed through budget savings. The balance of the agreement will be included in the FY 17 proposed budget.

Recommendation

It is recommended that City Council approved a Professional Services Agreement with Farrar and Bates.

Robert J. Lyons
City Manager

C: Craig Tindall
David Ives
Jim Crumley
Jennifer Moody
Melissa Wright

Administration Department

111 West Vine Street * P. O. Box 1139 * Murfreesboro, Tennessee 37133-1139 Phone 615 849 2629 * Fax 615 849 2679
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**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF MURFREESBORO
AND FARRAR AND BATES, L.L.P.**

This agreement (the "Contract") entered into this 1st day of February, 2016 by and between **CITY OF MURFREESBORO**, and **FARRAR AND BATES, L.L.P.**, hereinafter referred to as "CONSULTANT."

I. SCOPE OF WORK

1. The CONSULTANT shall assist designated agents of **CITY OF MURFREESBORO** to inform elected officials of the City of Murfreesboro, Rutherford County, Tennessee about their programs and services. Any additional services and fees for such services shall be in writing and attached as amendments hereto.

II. TERM AND COMPENSATION

1. The term of this Contract (the "Term") will commence on February 1, 2016 and terminate on December 31, 2016, unless otherwise extended by mutual agreement of the parties.

2. **CITY OF MURFREESBORO** agrees to compensate the CONSULTANT for the provision of Services herein the sum total of Thirty Six Thousand Six Hundred Sixty Six and 63/100 Dollars (\$36,666.63) (the "Fee"). In satisfaction of this fee, payment shall be due to CONSULTANT pursuant to the following schedule:

- \$3,333.33 on February 1, 2016;
- \$3,333.33 on March 1, 2016;
- \$3,333.33 on April 1, 2016;
- \$3,333.33 on May 1, 2016;
- \$3,333.33 on June 1, 2016;
- \$3,333.33 on July 1, 2016;
- \$3,333.33 on August 1, 2016;
- \$3,333.33 on September 1, 2016;
- \$3,333.33 on October 1, 2016;
- \$3,333.33 on November 1, 2016;
- \$3,333.33 on December 1, 2016.

III. GENERAL CONDITIONS

The parties further agree as follows:

1. CONSULTANT'S PERSONNEL

The CONSULTANT certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by the CONSULTANT. The CONSULTANT further certifies that all of its employees assigned to serve **CITY OF MURFREESBORO** have such knowledge and

experience as required to perform the duties assigned to them.

2. INDEPENDENT STATUS

a. Nothing in this Contract shall be deemed to represent that the CONSULTANT, or any of the CONSULTANT's employees or agents, are the agents, representatives, or employees of **CITY OF MURFREESBORO**. The CONSULTANT will be deemed an independent contractor over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give **CITY OF MURFREESBORO** the right to direct the CONSULTANT as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONSULTANT is solely for purposes of compliance with local, state and federal regulations and means that the CONSULTANT will follow the desires of **CITY OF MURFREESBORO** only as to the intended results of the scope of this Contract.

b. It is further expressly agreed and understood by CONSULTANT that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of **CITY OF MURFREESBORO** and that CONSULTANT has been retained by **CITY OF MURFREESBORO** to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages). CONSULTANT shall establish its own place, time, conditions and methods of work. **CITY OF MURFREESBORO** shall not be responsible and will not be liable for payments of any federal, state or local taxes or fees that arise out of this Contract and the work contemplated herein.

3. TERMINATION OR ABANDONMENT

Either **CITY OF MURFREESBORO** or the CONSULTANT may terminate the Contract upon ninety (90) days written notice to the other party for any cause or no cause. In the event of such termination, the CONSULTANT shall be entitled to receive just and equitable compensation for any work performed as of the Termination Date. All work accomplished by CONSULTANT prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of **CITY OF MURFREESBORO** prior to payment for the Services rendered.

4. CONFLICT OF INTEREST

The CONSULTANT covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The CONSULTANT warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of **CITY OF MURFREESBORO** as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the CONSULTANT in connection with any work contemplated or performed relative to this Contract.

5. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

CITY OF MURFREESBORO shall indemnify, defend, save and hold harmless the CONSULTANT, and its partners, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages arising out of or resulting from any actions or inactions caused by **CITY OF MURFREESBORO**, its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

6. GENERAL COMPLIANCE WITH LAWS

a. The CONSULTANT certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.

b. The CONSULTANT is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services.

c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the parties agree that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Davidson County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Davidson County, Tennessee.

7. ENTIRE AGREEMENT

This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral contracts between the parties.

8. AMENDMENT

This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

9. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall

be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

10. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

11. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

12. INCORPORATION OF OTHER DOCUMENTS

CONSULTANT shall provide Services pursuant to this Contract and in accordance with the Scope of Work identified herein.. It is understood and agreed between the parties that, in the event of a variance between the terms and conditions of this Contract and any amendment thereto and any other proposals offered by either the CONSULTANT or CITY OF MURFREESBORO, the terms and conditions of this Contract, as well as any amendment, shall take precedence and control the relationship and understanding of the parties.

13. OWNERSHIP AND USE OF DOCUMENTS

The CONSULTANT warrants that all work produced under this Contract, whether in written or electronic form, shall be the original work of CONSULTANT unless otherwise stated in writing. Ownership of all results and documents delivered shall pass to CITY OF MURFREESBORO upon delivery.

14. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

CITY OF MURFREESBORO:

Rob Lyons

111 West Vine Street
Murfreesboro, Tennessee 37133

CONSULTANT:

FARRAR AND BATES, L.L.P.
Attn: J. Russell Farrar, Esq.
211 7th Avenue, North, Suite 500
Nashville, Tennessee 37219

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF MURFREESBORO AND FARRAR AND BATES, L.L.P. as of the date above written.

CITY OF MURFREESBORO

FARRAR AND BATES, L.L.P.

BY: _____
ROB LYON

BY: 
J. RUSSELL FARRAR, SENIOR PARTNER



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February 4, 2016

Members of City Council

RE: Recommended Reappointment – Gateway Commission

Reappointment

As an item for tonight's City Council agenda, I am recommending the reappointment of Rick Sain, Tim Tipps, and Harold Yokley to the Gateway Commission.

Sincerely,

Shane McFarland
Mayor



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February 4, 2016

Members of City Council

RE: Recommended Reappointments – Board of Gas Examiners

Board Reappointments

As an item for a tonight's Council agenda, I am recommending the reappointments of Mr. Joseph C. Duncan, II and Mr. Bart Ring to the Board of Gas Examiners.

Sincerely,

Shane McFarland
Mayor



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February 4, 2016

Members of City Council

RE: Recommended Reappointment – Risk Management Committee

Board Reappointment

As an item for tonight's City Council agenda, I am recommending the re-appointment of Mr. Lee Moss to the Risk Management Committee.

Sincerely,

Shane McFarland
Mayor