

MURFREESBORO CITY COUNCIL
AGENDA

April 7, 2016

7:00 p.m.

City Council Chambers

PRAYER

MR. RICK LALANCE

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Consent Agenda

1. A. Consider recommendations of the Communications Director: Proposal for a High Definition Television Video Production System.
- B. Consider recommendations of the Assistant Transportation Director: Contract 75UROP-S3-008 with Tennessee Department of Transportation for State Operating Capital Funds.
- C. Consider recommendations of the Street Superintendent: Purchase of Elgin 2016 Crosswind Street Sweeper.
- D. Consider recommendations of the Interim Police Chief: Additional Funding for Purchase of Police Vehicles & Equipment for Criminal Investigation Division (CID).
- E. Consider recommendations of the Human Resources Director: Part-Time Payroll Assistant.
- F. Consider recommendations of the Parks & Recreation Director:
 - a. Installation of Fence at Cannonsburgh Village.
 - b. Resurface 8 Tennis Courts at Old Fort Park.
- G. Consider recommendations of the Community Development Grant Coordinator: Use of funds through Affordable Housing Assistance Program for 181 Casbah Run.
- H. Consider recommendations of the Water & Sewer Board:
 - a. Chemical Bid Extensions.
 - b. 2016 Water Treatment Plant Chemical Bids.
 - c. 2016 Stones River Water Treatment Plant Lagoon Sludge Removal Bids.
 - d. Lawn Mowing Service Contract Renewal.
 - e. Single Axle Dump Truck Replacement for O&M.
 - f. Contingency Allowance Allocations for Sinking Creek WWTP Phase 4D.
 - g. Pump Vibration Analysis & RW Pump No. 6 Assessments by JBS Personnel - Task Order No. 15-09 Water/Wastewater Systems Mechanical/Electrical Services Contract.
 - h. Coleman Farm Maintenance Building Change Order No. 3.
 - i. Coleman Farm Contract Extension for Hay Removal.
 - j. Jordan Farm Contract Extension for Hay Removal.
- I. Consider recommendations of the Facilities Maintenance Superintendent:
 - A. Contract with Rice Construction Company for City Hall Council Chambers Renovations.
 - B. Contract with Ryzec Building Group for City Hall Communications Department Renovations.
- J. Consider recommendations of the Information Technology Director: Microsoft Enterprise Enrollment for Subscription Renewal of Enterprise Online Services including Office 365 (Plans E2 and E3) and Email Archiving.
- K. Requests to hang banners across East Main Street:
 - a. **NHC HealthCare: Murfreesboro's Alzheimer's Block Party (July 22-August 1, 2016).**
 - b. Read To Succeed: Reading in the Schools Day (August 22-30, 2016).

Minutes

2. March 24, 2016 - Regular Meeting.

Third Readings

3. Consider for passage on third and final reading ORDINANCE 15-OZ-56 to zone an area at 3726 Manson Pike as Planned Residential Development (PRD) District (Springfield Apartments) and Gateway Design Overlay (GDO-1) District.

Second Readings

4. Consider for passage on second reading ORDINANCE 16-OZ-05 to rezone an area along Manson Pike (Maddington Parke) to Planned Residential Development (PRD) District.

New Business

5. Consider recommendations of the Deputy Police Chief: Award of Bid for Automated Traffic Light Enforcement Systems.
6. Consider for approval a Certificate of Compliance for Wine in Retail Stores for Sean Blom at Aplus #217, 4106 Franklin Road and Aplus #223 at 3208 S. Church Street.

MURFREESBORO CITY COUNCIL
A G E N D A

April 7, 2016

(Continued)

7. Consider for approval a renewal of Certificate of Compliance for Evelyn J. Robinson at Murfreesboro Wine & Spirits, 3016 S. Church Street.
8. Pursuant to RESOLUTION 16-R-PH-08 adopted by the City Council on February 11, 2016, conduct a public hearing to consider adoption of a Plan of Services for and annexation of approximately 3.7 acres located along NW Broad Street; Ron Buck, applicant [2016-503]. Notice of said public hearing was published in the March 21, 2016 issue of a local newspaper.
 - A. Consider for adoption RESOLUTION 16-R-PS-08 to adopt a Plan of Services for approximately 3.7 acres along NW Broad Street; Ron Buck, applicant [2016-503].
 - B. Consider for adoption RESOLUTION 16-R-A-08 to annex approximately 3.7 acres along NW Broad Street; Ron Buck, applicant [2016-503].
9. Consider recommendations of the Water & Sewer Board:
 - A. Contract with Charles Deweese Construction, Inc. for South Church Street Sanitary Sewer at Intersection of Joe B. Jackson Pkwy.
 - B. Schedule public hearing to consider South Church Street Special Sanitary Sewer Assessment District.
 - C. Consider for passage on first reading ORDINANCE 16-O-16 amending Chapter 33 of the Murfreesboro City Code by creating Section 33-214, establishing a sanitary sewer special assessment district to be known as the South Church Street No. 1 Sanitary Sewer Special Assessment District.

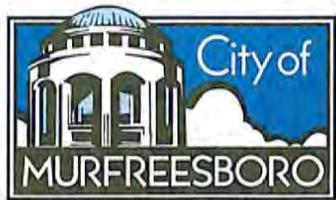
Beer Permits

Board & Commission Appointments

Payment of Statements

Other Business from Staff or City Council

Adjourn



T E N N E S S E E

...creating a better quality of life



March 31, 2016

Honorable Mayor and Members of City Council:

RE: Competitive Sealed Proposal Approval for a High Definition Television Video Production System

As an item for the consent agenda, it is recommended that City Council approve the proposal for a High Definition Video Production System submitted by Media/Broadcast Integration and Technical Services (MBITS) in the amount of \$703,835 and authorize the Mayor to sign the contract.

Background

The Request for Competition Sealed Proposals was issued on January 15, 2016, sent directly to four contractors, and published in the Murfreesboro Post. On February 19, 2016, staff opened competitive sealed proposals for the purchase of equipment, installation, commissioning, training, and support services of a High Definition Television Video Production System.

Only one proposal was submitted in the amount of \$703,835 by MBITS.

This High Definition Video Production System replaces all of the existing system equipment, with the exception of the nonlinear editing systems. Some of the existing equipment being replaced has been in use for over 20 years and is at the end of its service life. Some of the changes in the Council Chambers include new smaller robotic cameras, TV lighting, larger monitors, a new multimedia podium, and several monitors on the council dais.

This new system design works in tandem with the Communications Department and Council Chambers renovations. Staff anticipates minimal downtime of CityTV. The old system will remain operational until the new system has been completed.

Interim Purchasing Director Paul Boyer, MIS Coordinator Matt Byrnes, and myself reviewed the proposal, heard a presentation from the contractor, and evaluated the proposal. The Committee agrees MBITS proposal meets all the criteria to provide all of the services for the High Definition Television Video Production System.

Communications Department

111 West Vine Street * P.O. Box 1139 * Murfreesboro, Tennessee 37133-1139
Phone 615 848 3245 * Fax 615 904 6510 * TDD 615 849 2689 * www.murfreesborotn.gov

Fiscal Impact

The Communications Department annual budget included funding of \$750,000, from a Comcast grant, for a High Definition Video Production System. Therefore, the proposal from MBITS is under the budgeted amount.

Recommendation

Media/Broadcast Integration and Technical Services submitted a good, complete, and thorough plan proposal for the purchase of equipment, installation, commissioning, training, and support services for a High Definition Television Production System in the amount of \$703,835, which is under budget. It is recommended that City Council award the contract.

Attachments

1. Contract

Respectfully submitted,

Alan Bozeman
Communications Director

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
MEDIA/BROADCAST INTEGRATION AND TECHNICAL SERVICES, INC.
FOR
HIGH DEFINITION TELEVISION SYSTEM FOR CITYTV**

This Contract is entered into on this _____, by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **MEDIA/BROADCAST INTEGRATION AND TECHNICAL SERVICES, INC.**, corporation of the State of Tennessee ("Contractor"). This contract consists of the following documents:

- ***Request for Competitive Sealed Proposals issued January 15, 2016***
- ***Contractor's Competitive Sealed Proposal dated February 17, 2016***
- ***Contractor's Drawings Marked Version City of Murfreesboro 08-06-15C.vsd***
- ***This Contract***

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

- ***Any properly executed amendment or change order to this contract (most recent with first priority)***
- ***This Contract***
- ***Request for Competitive Sealed Proposals issued January 15, 2016***
- ***Contractor's Competitive Sealed Proposal dated February 17, 2016***
- ***Contractor's Drawings Marked Version City of Murfreesboro 08-06-15C.vsd***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide the equipment, installation, commissioning of equipment, training, and support for a high definition television system for CityTV for the City of Murfreesboro's Communication Department as set forth in the Request for Competitive Sealed Proposals (RFCSP) and Contractor's Competitive Sealed Proposal.
2. **Duties and Responsibilities of the City.** The City's Responsibilities in achieving delivery of the requested services are to provide all design components and services not included within the RFCSP such as tear out and removal of old equipment, installation of all electrical feeds and timely access to the facility.
3. **Term.** This Contract shall not be effective until approved by the City and signed by all required parties.
4. **Payment.** Payment will be made by the City based on work progress after services have been received, accepted, and properly invoiced. Once Contractor has submitted a monthly invoice, the City will issue payment within thirty (30) days from submittal of the invoice. The final payment shall be made only after Contractor has completely performed its duties under this Contract and the work has been accepted by the City and all work has been approved by Alan Bozeman, Director of the Communication Department.
5. **Price.** The price for services and equipment rendered pursuant to this Contract shall be invoiced at the prices and charges fixed by the Contractor as per the attached proposal

which reflects a total price of seven hundred and three thousand eight hundred and thirty-five dollars (\$703,835.00).

6. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
7. **Termination—Funding.** Should funding for this procurement be discontinued, City shall have the right to terminate the Contract immediately upon written notice to Contractor.
8. **Termination—Notice.** City may terminate this Contract at any time upon thirty (30) days written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
10. **Maintenance of Records.** Contractor shall maintain documentation for all charges associated with services provided pursuant to this Contract. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
11. **Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be executed by signature of the City Manager in lieu of the City's signatory hereto.
12. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
13. **Waiver.** No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
14. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

15. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
16. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents, and employees from:
- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,
 - b. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

17. **Insurance.** The Contractor must maintain at least the following commercial insurance policies for the duration of the Contract in the amounts specified:
- a. Workers' compensation and employer's liability insurance – Workers' compensation in compliance with the applicable state and federal laws; employer's liability with a limit of \$500,000 per occurrence.
 - b. Comprehensive general liability insurance – insurance including blanket contractual, broad form property damage, completed operations, and independent contractor's liability, all applicable to personal injury, bodily injury, and property damage to a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Contractor shall name the City as an additional insured on the liability insurance policies and shall provide the City a copy of the endorsement. Contractor must notify City within five (5) days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

18. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.
19. **Assignment—Consent Required.** The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY

RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF PURCHASING DIRECTOR, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.

20. **Entire Contract.** This Contract, Request for Competitive Sealed Proposals, Contractor's Proposal, and Contractor's Drawings Marked Version City of Murfreesboro 08-06-15C.vsd set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements, between the parties respecting the subject matter of this Contract. No supplement, modification or amendment to this Contract shall be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
21. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor.
22. **Governing Law.** The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
23. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts for Rutherford County, Tennessee.
24. **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.
25. **Notices.** Notices to City including but not limited to notice of assignment of any rights to money due to Contractor under this Contract must be mailed or hand delivered to the address below. Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

- a. Notices to City shall be sent to:

Department: City of Murfreesboro Administration
Attention: Purchasing Director
Address: Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

- b. Notices to Contractor shall be sent to:

Contractor: Media/Broadcast Integration and Technical Services, Inc.

City of Murfreesboro



Request for Competitive Sealed Proposals (RFCSP)

for

High Definition Television System

ISSUE DATE:

JANUARY 15, 2016

RESPONSE DUE DATE:

FEBRUARY 19, 2016

1. Introduction

The City of Murfreesboro, Tennessee is issuing a Request for Competitive Sealed Proposals (RFCSP) from qualified vendors for the purchase, installation, commissioning of equipment, training, and support of a high definition television system for CityTV by the City of Murfreesboro's Communication Department. This is Murfreesboro's Government Television Station's new control room, equipment rack room, and Council Chambers a/v upgrades.

2. Competitive Sealed Proposal Process and Schedule

The Competitive-Sealed-Proposal method is appropriate when qualifications and experience are of particular importance and price is one of several factors used to determine the best service provider. This method requires each participant to submit a proposal based on certain specified elements with knowledge of the factors used to evaluate the proposal and their relative weight. Those interested in participating in the selection process are afforded the opportunity to pose questions in writing about the RFCSP and services sought before submitting a proposal. After the sealed proposals have been submitted and reviewed, the City may obtain additional information or clarifications including additional "best and final offers" from participants, prior to making its final selection, provided that information from one proposer is not disclosed to another. The City will select a responsible and responsive proposer whose proposal is determined to be most advantageous to the City taking into consideration the evaluation factors.

2.1 Schedule

The City intends to adhere to the schedule below for the selection process. Dates may be adjusted by City as needed.

Activity	Target Date
RFCSP Issued	Jan. 15, 2016
Submittal of questions	Jan. 22 2016
Answers to questions	Jan. 29, 2016
Proposals submitted	Feb. 19, 2016
Finalists notified	Feb. 26, 2016
Finalist Presentations	March 4, 2016
Last Offer	March 11, 2016
Selection	March 18, 2016
Negotiation of contract	March 21, 2016
City Council action	March 31, 2016

2.2 Evaluation Criteria

Each proposal will be evaluated based on the criteria listed in Section 8.

2.3 Finalist Selection

The City intends to select two or more Proposers from the RFCSP responses to further evaluate as finalists through on-site presentations. Finalists then will be allowed to submit

revisions to their proposal to make a last and best final offer. Additional discovery may be performed to assist in selecting the finalist.

The finalist will be selected based on all of the evaluation criteria so that the City obtains the best professional services for it for an appropriate fee.

3. Contact Information

Please submit/forward all questions and matters relating to this RFCSP to Alan Bozeman, Communications Director, City of Murfreesboro. He may be reached at (615) 848-3245 or by email at: abozeman@murfreesborotn.gov or by mail at City of Murfreesboro, Communicaitons Department, 111 West Vine Street, Murfreesboro, TN 37130. Questions should be submitted in writing via email. Any changes to this RFCSP or its Schedule will be posted on the City's website.

4. Background

The City of Murfreesboro, Tennessee is a municipality that currently employs 928 full-time and 329 part-time employees. The City departments include but are not limited to: Police, Fire, Water and Sewer, Street, Solid Waste, Parks and Recreation, Engineering, Planning, Communications, Human Resources, Finance and Administration.

CityTV is located on the first floor of Murfreesboro City Hall, 111 West Vine St. Murfreesboro, TN next to the Council Chambers in the Communcations Department.

For the Proposer's information, under a seperate project the existing Communications Department four video editing suites open room area is being remodeled into two rooms: one for the new equipment rack room and one for the new control room. The existing adjacent control room and equipment rack room area will be renovated into (4) four edit suite rooms once the new high definition system becomes operational. This will allow the least amount of down time for CityTV. The Council Chambers will also undergoing some renovations such as new carpet, new paint, new audience seating, replacing ceiling tiles and grid, upgrading TV lighting, etc.

This high definition system project will be a complete rebuild of an existing standard definition and analog system and shall provide robotic pan/tilt/zoom multi-camera video production capabilities for recording and/or cablecasting meetings, new multimedia audio/video capabilities and television lighting within the Council Chambers, audio/video routing/patchfield/connectivity capabilities, a non-linear editing (NLE) video server with production asset management and video storage archiving and remote capabilities for reviewing video programs and transcoding of content to Youtube and the broadcast automation video server, broadcast automation playback system with video bulletin board system and video server with transmission being sent to Comcast, AT&T, ROKU, and Granicus.

5. Services Requested/Specifications

At a minimum, the City needs professional services for the purchase of equipment, installation of equipment, commissioning of equipment, training of the equipment and accompanying software, and support for a high definition television system. The City has identified certain specific equipment needs, designs, and goals below, and the Proposer's submittal should provide information on the Proposer's expertise in these areas. It is the

Proposer's responsibility to ensure in the end that the high definition system is fully functional to the City's expectations.

General System Operation

- A. The system shall provide a high definition control room and PTZ camera system for cablecasting, webstreaming, and recording (on bluray, broadcast server, mp3 audio, and KiPro) of meetings taking place in City Hall Council Chambers.
- B. The system shall provide for analog audio with exception of where noted in the attached design
- C. The system shall provide a broadcast automation playback system with automatic error notification alters, a video bulletin board, a bug and crawler over all video sources for the playback system.
- D. The system shall provide for webstreaming of meetings Live and/or archiving for video on demand using existing Granicus equipment and service.
- E. The system shall provide for transmission of its signal to Comcast, AT&T and ROKU.
- F. The system shall be connected to and function seamlessly with existing equipment, which includes:
 - (3) Avid Media Composers Nitris DX Z420 and (1) one Avid Media Composer Z440 non-linear editing systems
 - Adobe Premiere on a PC
 - Sony NWZA17SLV digital music player
 - Sony ICD-PX333 digital audio recorder
 - Sony PVW 2800 betacamSP deck
 - Sony PDW75 XDcam HD deck
 - AJA FS1
 - (14) Shure MX418D/S gooseneck tabletop mics in Council Chambers
 - Granicus video webstreaming encoder/server
 - (5) Sony PMW300K1 camcorders, card readers, and ancillary items
 - Ceiling speakers in Council Chambers for PA
 - Comcast transport equipment
 - AT&T transport equipment
 - Dell Latitude E65640 laptop
 - Raritan Dominion DKX3-116 KVM rack mount switch with (16) Dominion KX II computer interface modules and Tripp Lite B021-000-19 rack LCD and keyboard
 - (3) Dell N3024 data switch
 - Netgear JGS516PE data switch
 - (7) Seven Equipment Racks
- G. The system shall replace and add two (2) new large video monitors mounted on the walls in the Council Chambers for display of meeting coverage and other multi-media material as needed. Also installation of seven (7) new monitors around the Council dais table area.
- H. The system shall replace and add new connectivity to a new multi-media lectern with a document camera, computer, laptop computer interface, Apple TV, touch screen for device selection, and mic for presentations. This shall be used in such a way for viewing on Council Chambers video monitors and within the video switching control room for recording/cablecasting purposes simultaneously as well as ability to switch and operate independently of each other.
- I. The system shall provide five (5) cameras with robotic pan, tilt, zoom. Two (2) cameras shall be mounted on the back wall in the center in the same location of the existing camera, one (1) camera shall be mounted on the front wall in the same location of the existing cameras, and two (2) cameras shall

be mounted on each side of the Council dais in the same area of the existing tripod cameras. The camera robotic pan, tilt, zoom system will be controlled by a joystick panel.

- J. The system shall provide an audio and video router switcher that will facilitate the routing and switching of all the video and audio signals in the facility. Control panel switching will take place in the rack room and production control room. Matrix type control switching will be available remotely on the network.
- K. The system shall provide audio and video patchfields that will allow the operator to reconfigure the system easily to accommodate the ever changing needs and demands.
- L. The system shall be capable of transferring content to and from the NLE's by baseband and file based.
- M. The system shall be capable of transferring powerpoint presentations and internet content from a utility computer in the production control room to the NLE's and throughout the facility.
- N. The system shall have the ability to close caption Live meetings and follow through to the recording devices, so when meetings play back on the channel the captioning information can still be seen as well as on DVD/BluRay, that take place in the Council Chambers and provide a method of allowing an offsite captioning service to caption these meetings in real time as they are shown on CityTV.
- O. The system shall be constructed and installed in such a manner as to provide crisp, clear, clean video and audio signals delivered to all parts of the system and to other systems without audio hum, lip sync issues, and video degradation.
- P. The system shall be capable of providing video and audio feeds from the control room to (1) one existing press boxes I/O panel located in the Council Chambers.
- Q. The system shall include a battery backup unit for the facility in the event of a power failure in the building prior to the building's backup diesel generator switch over and take over emergency power.
- R. The Avid portion of the system shall include as outlined in the plan:
 - 1. High-resolution format: 1080i or 720p 50 Mb/sec. LongGoP MPEG-2 XDCAM HD 50 Mb/s Editorial. LongGoP MPEG-2 XDCAM HD video with up to 8 channels (4 stereo pairs) of 48 kHz audio for a 16:9 High-Definition file-based editorial workflow.
 - 2. Optional Proxy-resolution format: 1080i or 720p 800Kb/sec h.264/MPEG-1 layer 2 (proxy) video with up to 4 stereo pairs of 48 kHz audio at 193 Kb.sec for a 16:9 High-Definition file-based proxy browse/edit workflow. Proxy generation to be performed by Editors.
 - 3. Browse Proxy-resolution format via MediaCentral Platform system: Flash video with 1 stereo pair of 44 kHz PCM audio average payload of approximately 5 Mb/sec per client (minimum) for the MediaCentral | UX proxy browse/editing workflow from up to XDCAM HD 50Mb/sec source
 - 4. 44.6 TB Useable Storage for Primary System of ISIS 5500 shared storage with Dell N3024 network switch
 - 5. Interplay Production Asset Management Facility Bundle
 - 6. Interplay Production Additions, including: a MediaCentral "Full" Server, an Interplay Lookup Server, and an Interplay Transfer Server (R630) with FTP DHM Option
 - 7. Telestream Transcoding System
 - 8. StorageDNA Evolution Archive System with a 2-Drive 24-slot LTO-6 Library
 - 9. A new Avid Media Composer Z440 with Kona LHi and KLHi-Box non-linear editing system in the control room

Equipment List

Newer models and substitutions are allowed but substitutions are subject to approval.

Note * indictes no substitutions accepted unless for a newer model

Item	Group	Quant	Make	Model	Description
1	Audio, 70V Power Amp	1	Crown	CTS-600	70V Power Amp for Meeting Room
2	Audio, Converter	1	Ross	ADC-8434-A	Analog to AES - For Xpression– Quad Analog Audio to AES Converter
3	Audio, Converter	1	Ross	DAC-8418-A	AES to Analog - For Expression – AES to Quad Analog Audio Converter
4	Audio, De-Embedder	3	Black Magic Design		HDSDI to Analog De-Embedder
5	Audio, Hybrid	1	Telos	HX-1	Telephone Hybrid Telos Hx1 Digital Hybrid - Analog In-Out
6 *	Audio, Mixer	1	Yamaha	TF5	Audio Mixer 32 Channel
7	Audio, Patch Cable, 6'	16	ADC	BK6	Audio Patch Cables 6'
8	Audio, Wireless HH	2	Shure	SLX24-58-G4	Handheld Wireless Package
9	Audio, Control Room Level CTL	1	SPL	Volume2	Stereo Active Level Control for PCR
10	Audio, Jackfield	4	ADC	PPP1248-E3-NS	Audio Patching 48 TT (Wideband) (Teresa - Note we need the model that comes with the spare pins and the E3 connectors)
11	Audio, Matchbox	4	Henry	Matchbox HD	Bal/Unbal/Bal Matchbox for Blu Ray/PCR PC/VBB Music Player
12	Audio, Matchbox	1	Henry	RK-HE	Rack Shelf for Henry Matchboxes
13	Audio, Room EQ	1	Ashly	GQX3102	2-Channel, 31-Band Graphic Equalizer
14 *	Audio, Processor	1	Aphex	320D	Compellor
15	Audio, Speaker	1	JBL	LSR308	6" Powered Speaker for PCR (PAIR)
16	Audio, Embedder	2	Ross	MUX-8258-4C-R2C	Analog Audio Multiplexer 4 Channel
17 *	Audio, Auto Mixer	2	AKG	DMM12	Auto Mixer
18 *	Camera	5	AW-HE130	Panasonic	PTZ Camera
19	Camera Mounts	5			Wall mounts and custom mounts for cameras in the Council Chambers
21	Camera, Document IFCE	4	Apantac	US-3500	Genlocking Scaler
22 *	Camera controller	1	Panasonic	AW-RP120	PTZ Camera Controller
23	Computer, Rack Mount System	1	HP	ProDesk 400 G1 Desktop PC	HP ProDesk 400 G1 Desktop PC - Intel Core i7-4790 3.60GHz, 8GB DDR3

					Memory, 1TB HDD, DVDRW, Windows 7/8.1 Pro 64-bit w/ 3YR Onsite Warranty
24	Encoder, ASI	1	Thor	H-MPEG2-H264-E	Conversion for COMCAST
25	Fiber, Remote Location	2	YelloBrik	PDM 1383	HD Fiber transmitter/Receiver with Audio Analog Audio Embedder / De-embedder
26	Fiber, Remote Location	1	YelloBrik	OH_TX_ST_1	Fiber Optic Basic Transmitter Option 10km (ST)
27	Fiber, Remote Location	1	YelloBrik	OH_RX_ST_1	Fiber Optic Basic Receiver Option 10km (ST)
28	Graphics, DVI Extender	2	Gefen	DVI ELR Lite	Xpression Monitor out extenders
29 *	Graphics, Training	3	Ross	XPRESSIONOTR-1DAY	XPression Operational Training - 1 Day
30 *	Graphics, Training	1	Ross	TRAVEL-PRE-001	Pre Paid Service Expense Trip 1
31	Graphics, USB Extender	1	Gefen	USB 2.0 LR	Quad USB Extender for Xpression
32 *	Graphics, Xpression	1	Ross	XST1-0101-M4	XPression Studio - Single (SW+HW)
33	Infrastructure IR Remote	2	Xantech	DL85K	IR Receiver Kit (System for each BluRay for Remote)
34	Infrastructure, Cables, Connectors, Hardware				Allotment of cables, connectors, hardware
35 *	Infrastructure, Distribution	4	Ross	OG3-FR-CN	OpenGear 3.0 Frame with Cooling and Advanced Networking
36 *	Infrastructure, Distribution	4	Ross	PS-OG3	Redundant or Spare Power Supply for OG3 Frame.
37 *	Infrastructure, Distribution, Audio	16	Ross	ADA-8405-C-R2C	Analog Audio DA with Remote Gain w/ Rear Module
38 *	Infrastructure, Distribution, CVID	5	Ross	UDA-8705A-R2	Analog Video Utility Distribution Amplifier (1x8)
39 *	Infrastructure, Distribution, HD VID	6	Ross	SRA-8802-R2S	Dual 3G Reclocking DA w/ Rear Module (Dual; 1x4)
40 *	Infrastructure, Distribution, HD VID	2	Ross	SRA-8802-R2	Ross 1x8 SDI DA w/ Backplane
41	Infrastructure, Rack Frame	1	YelloBrik	RFR-1000	Rack Frame for 14 yellobriks (without power supply)
42	Infrastructure, Rack Frame, PS	2	YelloBrik	R OS 100 US	External power supply for R FR 1000 incl. US power cord, (order 2 for redundant power)
43	Infrastructure, Reference	1	Ensemble Designs	BE-56	BrightEye 56 HD/SD/Composite TSG and SPG with Audio
44	Infrastructure, Reference	1	Ensemble Designs	BERKMT-Full	BERKMT-Full rack mount kit. (for Sync Generator)
45 *	Infrastructure, Rack Hrdw.	7	Middle Atlantic	MW-VT	Vented Top Select slot pattern
46 *	Infrastructure, Rack Hrdw.	2	Middle Atlantic	HW100	Rackscrews, 10-32, Trim-Head, 100 pc.
47 *	Infrastructure, Rack Hrdw.	2	Middle Atlantic	BR2	Brush Grommet Panel, 2 RU
48 *	Infrastructure, Rack Hrdw.	2	Middle Atlantic	LBP-1.5R90	Lace Bar, 1.5" Offset, 90° Round Bend, 10 pc.
49 *	Infrastructure, Rack Hrdw.	1	Middle Atlantic	LACE-44-OP	Lace Strip, 44 RU, 3.25"W, w/Tie Posts, 6 pc.
50	Infrastructure, Rack Hrdw.	1	Middle Atlantic	Various	Blank Panels to cover unused Rack Space

51	Infrastructure, UPS	1	Liebert	GXT3-10000RT208	GXT4-10000RT208 with internal battery, rack mount kit RMKIT 18-32, SNMP card IS-Webcard
52	Infrastructure, UPS	1	Liebert	GXT3-10000RT209	3 Year Service
53	Infrastructure, UPS	1	Liebert	PD2-107	Power Distribution Panel Price included in UPS part \$
54	Infrastructure, Console	1	MARCO	Custom (Quote 9255)	Production Console 4120
55	Interface, PC/MAC	3	Extron	DTP HDMI 4K 230 Rx	HDMI Twisted Pair Extender
56	Interface, PC/MAC	3	Extron	DTP T USW 233	Three Input Switcher with Integrated DTP Transmitter (w/Auto switching)
57	Monitor, Confidence	1	Black Magic Design	SmartView Duo	Confidence Monitor for BluRay
58 *	Monitor, Dias	7	Dell	S2240T	Displays for Council dias - 16:9 Full HD with 1920 x 1080 (max) resolution-HDMI/DVI/VGA
59	Monitor, Dias, Adapter	2	Cables to go	40291	DVI-D to HDMI 7m SonicWave® HDMI® to DVI-D™ Digital Video Cable M/M - In-Wall CL2-Rated (23ft)
60	Monitor, Dias, Adapter	2	Cables to go	42518	DVI-D to HDMI 7m SonicWave® HDMI® to DVI-D™ Digital Video Cable M/M - In-Wall CL2-Rated (16ft)
61	Monitor, Dias, Adapter	2	Cables to go	42517	DVI-D to HDMI 7m SonicWave® HDMI® to DVI-D™ Digital Video Cable M/M - In-Wall CL2-Rated (9ft)
62	Monitor, Cable TV	2	Samsung	UN28H4000	TV Receiver 28" 720p Slim LED HDTV
63	Monitor, Council Chamber	2	Sharp	LC-90LE657U	Monitor for Chambers Sharp 90" AQUOS Full HD LED Smart 3D TV
64	Monitor, Council Chamber	8	Black Magic Design	BMD-CONVMBHS24	SDI to HDMI Converter
65	Monitor, Dias	1	Extron	60-999-01	HDMI DA6 Six Output HDMI
66	Monitor, PCR	2	Samsung	UN55JU6500	55-Inch 4K Ultra HD Smart LED TV (2015 Model) (Incl Mount)
67	Monitor, Mount, 27"	2	Chief	TS110SU	Mount for Cable Confidence Displays
68	Monitor, Mount, 90"	2	Chief	LTM1U	Tilt Mount for Meeting Room 90" Displays.
69	Monitor, Mount, PCR	2	Cheetah Mounts	APTMM2B	Tilt TV Wall Mount Bracket
70	Monitor, Graphics, PCR	2	Dell	P2213	22" UltraSharp Monitor
71	Monitor, Multiview, PCR	2	Samsung	UN55F6300AFXZA	55" Monitor for PCR
72 *	Podium	1	Nomad	LT Series	*See description details below
73	QC, Audio Speaker/Meter	1	Black Magic Design	Audio Monitor	QC Audio Monitor for CER
74	QC, Video Monitor	1	Black Magic Design	SmartView HD	QC Video Monitor for CER
75	QC, Video Scopes	1	Black Magic Design	SmartScope Duo 4K	QC Video Scope Monitor for CER

76 *	ROKU	1	TelVue	Setup	ROKU Cloudcast setup and annual fee for 1 yr Includes Standalone ROKU Channel setup
77 *	ROKU	1	TelVue	Telecast HD Encoder	Encoder for multi-ratesupport and I-device compatibility - Incl 1st year single Stream
78 *	ROKU	1	TelVue	Turbo T-100	Transcoding Workstation
79 *	Router	1	Ross	NK-3G34	34x34 3G/HD/SD Reclocking SDI Routing System
80 *	Router	1	Ross	NK-P1	Redundant/Spare Power Supply
81 *	Router	1	Ross	NK-A32-HQ	32x32 Stereo Analog Audio Routing System
82 *	Router	1	Ross	NK-PN1	NK Power Adapter (42W) - Spare / Redundant
83 *	Router	1	Ross	NK-IPS	Network Control Device
84 *	Router	2	Ross	NK-DRY	Y Cable for redundant power supply
85 *	Router	3	Ross	RCP-NK1	Local/Remote 40 Button Control Panel (CER- QC-Shading-TD Dir-CG- audio)
86 *	Router	1	Ross	NK-SCP/A	Automation Control / Vision Interface to NK
87 *	Switcher	1	Ross	C1M-124PLUS-001	Carbonite+ 1M 1 M/E with 24 Input FSFC 24 Input 1 M/E Rack Frame Processing Engine and 24 Source Button 1 M/E Panel including all Standard System boards.
88 *	Switcher	1	Ross	C1-A-REDPSU-EXT	Redundant Power for Carbonite 1-A Frame and Panel Additional PSU External Brick type power supplies for load sharing redundancy
89 *	Switcher, Touchscreen Monitor	1	Dell	P2314T	Touchscreen Display for Carbonite - 16:9 Full HD with 1920 x 1080 (max) resolution-HDMI/DVI/VGA
90 *	Switcher, Training	1	Ross	CARBONITEOTR-1DAY	Carbonite Operations Training - 1 Day
91 *	Switcher, Training	1	Ross	Pre Paid Service Expense	Carbonite
92 *	System, Avid	1	Avid	9935-65528-03	Interplay Facility Bundle – Dell (With Professional Services Included) <ul style="list-style-type: none"> • Interplay Production engine (including Dell R630 Interplay Server) • 10 MediaCentral UX Base Connections • ISIS 5500 64TB • Media Composer Cloud Option • 4 Media Composer • 1 Media Composer with Symphony Option • Professional service Package <ul style="list-style-type: none"> 5 days Installation 3 days Workflow Analysis 1 day Project Management • 1 Year ExpertPlus with Hardware Support

93 *	System, Avid	3	Avid	7070-30582-00	Isis 5500 Additions: Dell N3000 SFP+ 10G transceiver SR (850 nm)
94 *	System, Avid	3	Avid	7070-03117-01	Isis 5500 Additions: 3 meter optical multi-mode cable for 10 Gigabit Ethernet, LC connectors
95 *	System, Avid	1	Facilis	Terrablock System	City equipment Trade In/Credit
96 *	System, Avid	1	Avid	0100-MCSSVR-1	Interplay Additions: MediaCentral Server "MCS Server" (MediaCentral Common Services Full Server w/10Gbit Connectivity) ICS Baseline Server, CPU & Ram, 6 Hard Drives for File Caching, 10GigE NIC & Transceiver, RHEL Support
97 *	System, Avid	1	Avid	7010-20340-02	Interplay Additions: Lookup Server for Avid Interplay (for LUS, DNS, and Interplay Web Services)
98 *	System, Avid	1	Avid	Q-53430 KONA LHi KLHi-BOX DiaQuest Productionlink for Adobe	NLE Avid HP Z440 Workstation 1x Intel Xeon E5-1650v3 3.50GHz 15MB 2133 6C CPU, 16GB RAM, 1TB SATA 7200RPM, NVIDIA Quadro K2200, DVDRW, Keyboard, Mouse, Windows 8.1 Pro 64 downgrade to Windows 7 Pro 64, HP 3/3/3 Warranty AJA KONA LHi: HD,SD 10-bit Digital and 12-bit Analog PCIe Card, HDMI input and output KLHi-BOX: 1RU External Breakout Box for KONA Lhi DiaQuest ProductionLink for Adobe Bundle: ProductionLink for Premiere Pro and ProductionLink for After Effects
99 *	System, Avid	1	StorageDNA Evolution	DNAEVO-INTERPLAY DNAEVO-X200-24 7010-30241-01 7070-03117-10 DNAEVO-TRNG DNAEVO-INST DNAEVO-X200-24- SUP DNAEVO- INTERPLAY-SUP	StorageDNA DNAEVO- INTERPLAY Includes 1 X DNA Avid Interplay Archive Option StorageDNA DNA Evolution X200, 24 slots (Reqs. 3U Rack Space) including: 1 x 1U HP DL320 Rack Server 1 x 2U 24 Slot Autoloader 2 x HP Automation LTO-6 SAS SAS Cables and Rackmount Kits 1 x DNA Evolution Controller License 1 x DNA Evolution Archive Manager License 5 x DNA Evolution Client Licenses Unlimited User Licenses MYRICOM 10G-PCIE-8B-S+E 10GBE NIC Includes SR 10Gige transceiver 10 meter optical multi-mode cable for 10 Gigabit Ethernet, LC connectors StorageDNA Training, Per Hour, via Phone, Qty. 5 hours

					On-site Installation of StorageDNA including travel expenses X200-24 Support, 1 year Remote Support and Software Updates StorageDNA Interplay Support, 1 year Remote Support and Software Updates
100 *	System, Avid	1	Episode Pro 6	EP6PRO-W-PS00BND Dell Precision Rack 7910	Telestream Transcode: Episode Pro 6 w/ Premium Support + X264 - Win Server for Episode Pro: Dell Precision Rack 7910 with Intel® Xeon® Processor E5-2620 v3 (6C, 2.4GHz, Turbo, HT, 15M, 85W), Windows 7 Professional 64-bit English/French/Spanish (Includes Windows 8.1 Pro license), NVIDIA® Quadro® NVS 310 512MB (2 DPDI adapters), Dell Precision Rack 7910 Chassis, 8GB (2x4GB) 2133MHz DDR4 RDIMM ECC, 2 X Integrated Intel 4 port AHCI SATA chipset controllers (tot 8 X 6.0Gb/s) SW RAID 0,1,5,10, RAID 1 Qty. 2 500GB 2.5" Serial-ATA (7,200 RPM) Hard Drive, DVD ROM, SATA, INTERNAL, Intel I350 (4x1Gbit) Quad Port Network Card, US 120V Power Cord, ReadyRails Sliding Rails Without Cable Management Arm, Front Bezel, Single, Hot-plug Power Supply (1+0), 1100W, Left Riser (Riser 3) with 2 PCI-e x16 wired as x8 single width slots, 3 Year Hardware Service with Onsite/InHome Service After Remote Diagnosis
101 *	System, Avid	1	Avid	9935-65991-03 9935-65992-01 9935-66026-01 Dell R630	Interplay Transfer for Tightrope: Avid Interplay Transfer Service Identifier Avid Interplay Transfer software with ExpertPlus Support FTP DHM Connection kit for Interplay Transfer Server with ExpertPlus Support Dell R630 Server for Avid Interplay Transfer
103 *	System, Avid, Service	2	Avid	0530-03097-01	Project Management, Daily Rate Responsible for coordinating the details of the Project, an experienced Project Manager will serve as a single point of contact, conduct a Project kickoff discussion, prepare a detailed deployment timeline, coordinate staffing, track issues and risks, and regularly communicate Project status.
104 *	System, Avid, Service	3	Avid	0530-03098-01	System Installation/Onsite Commissioning, Daily Rate System Commissioning Services provide configuration and testing of the Avid solution. Prepare for Project delivery, commission Avid hardware/software per Project Scope, and test the solution

					according to Avid's documented workflow procedures.
105 *	System, Avid, Service	2	Avid	0530-03152-01	Consulting and Workflow Design for Network Design, Daily Rate Avid ISIS/interplay solutions require a Network Design element. The Avid ACSR will work with the customer to specify the required system Network configuration.
106 *	System, Avid, Service	2	Avid	0530-03107-01	Go Live Support - Technical, Daily Rate Technical Go Live Support Services provide onsite expertise to promote successful adoption of the Avid solution including answering technical questions, reinforcing recommended maintenance procedures, and supporting the engineering team as the solution goes live.
107 *	System, Avid, Service	4	Avid	0530-03152-01	Consulting and Workflow Design, Daily Rate Maximizes the value of the Avid solution by recommending standard operating procedures to optimize the workflow. Avid consults with key stakeholders, reviews current production processes, reviews staff roles and responsibilities, and uses this information to recommend procedures that help get the most out of the Avid solution. Workflow Analysis – Avid interviews managers and staff, captures details of the current production workflow process, and analyzes where opportunities exist to leverage technology to improve the way work is done. Workflow Design – Avid proposes a database design that meets the organization's workflow needs, and recommends workflow procedures that allow users to optimize the effectiveness of the Avid solution. Workflow Documentation – Avid creates a Standard Operating Procedure document that can be used as a staff guide to new processes that make the most out of the new technology in daily operation. Workflow Implementation – Avid assists with adoption of the recommended Workflow Design and helps answer staff questions to promote understanding of new procedures. Post Go-Live Audit – Avid performs an audit after the system goes live to review the operational practices and ensure workflow optimization. Avid will make recommendations as required, and site documentation will be updated.

108 *	System, Avid, Service	4	Avid	0555-03264-01	Professional Services, Third-Party Integration Services Services to integrate the Avid system with the : Telestream Episode Pro for transcoding for YouTube and for Tightrope Tightrope Playout to Air Services to commission the Telestream Episode Pro system
109 *	System, Avid, Service	3	Avid	0530-30070-01	Avid Professional Services, Health Check Provide three on-site Avid Health Checks by Avid Elite ACSR, with all travel expenses included, to be performed approximately 3 months, 6 months, and 9 months after completion of installation.
110 *	System, Avid, Service	6	Avid	0530-03098-01	Post-installation On-site Technical Response: For 1 year after completion of installation, Provider shall provide on-site technical response by an Avid Elite ACSR for troubleshooting of any technical issue that cannot be reasonably resolved via remote connection. Pricing for the on-site ACSR technical response services and for the travel expenses for that technical response shall be included. The on-site responses shall be limited to a maximum of six responses during the one year period. These responses do not include performing version upgrades unless the ACSR determines that a version upgrade would resolve a significant technical issue that customer is experiencing.
111 *	System, Avid, Service	1	Avid	0555-03153-01	Avid Travel Expenses (all travel expenses to be included)
112 *	System, Avid, Training	1	Avid	0550-30153-01 0550-03577-02 0550-30185-01 0555-03213-01	UN 347 ISIS 5000/Avid Interplay for Administrators, 5 days, onsite WG 201 Avid Interplay for Editors (2 Half-Day Sessions), 1 day, onsite MCP 300 MediaCentral Platform for Administrators, 1 day, onsite (Training Travel Expenses to be included)
113 *	System, Avid, Support	1	Avid	0540-30216-08	Additional Avid Advantage, Interplay, ExpertPlus (Interplay Transfer Software w/FTP DHM) Support for first year
114 *	System, Tightrope	1	Tightrope	Cablecast Pro with VOD	Station Automation
115 *	System, Tightrope	1	Tightrope	SX2HD	MULTI-FORMAT HD/SD MULTI-OUTPUT VIDEO SERVER
116 *	System, Tightrope	1	Tightrope	CBL-CG330-SDI	Bulletin Board System for PEG Channels
117 *	System, Tightrope	1	Tightrope	CBL-Live	Encoder for Live streaming

118 *	System, Tightrope	1	Tightrope	Cablecast Live Reflect	Cloud Based Streaming
119 *	System, Tightrope	1	Media Control Systems	1Ch Spyglass-Pro HD	1Ch Spyglass-Pro HD Dual Failure Notification system
120 *	System, Tightrope	1	Tightrope	Travel	Std Travel fee
121 *	System, Tightrope	2	Tightrope	CBL-CRTV-CST	On-Site training per day
122 *	System, Tightrope, Branding	1	Tightrope	CBL-CRTV-CBR	Bulletin Board Custom branded channel including a multi-zone layout, several templates and images, and active bulletins along with a custom branded background delivered in a single importable file
123 *	System, Tightrope, Design	16	Tightrope	CBL-CRTV-CST	Bulletin Board One hour of design labor.
124 *	System, Tightrope, Support	1	Tightrope	CBL-PRO-HA	Hardware Assurance CBL-PRO (Rate is per year)
125 *	System, Tightrope, Support	1	Tightrope	CBL-SX2HD-530-HA	Annual hardware assurance contract for the CBL-SX2HD-530 (Rate is per year)
126 *	System, Tightrope, Support	1	Tightrope	CBL-CG330-SDI-HA	Annual Hardware Assurance contract for the CBL-CG330-SDI (Rate is per year)
127 *	System, Tightrope	1	Compix	ChannelBrander HD	Downstream CG for Tightrope system
128	Video, CC Encoder	1	Evertz	HD9084	HD DTV Closed Caption Encoder
129	Video, Cross Converter	4	AJA	UDC	Up/Down/Cross Converter - (1080i to 720P for ROKU) (1080i-SDI AT&T/Comcast)
130	Video, Distribution Amp	5	Black Magic Design	BMD-CONVOPENGSDIDA	1 x 9 SDI Open Gear SDI DAs
131	Video, Frame Synchronizer	2	AJA	FS-1	Frame Synchronizer/converter
132	Video, Jackfield	4	Canare	32MD-ST-2U-SB	Video Patch Fields 32x
133	Video, Patch Cable, 3'	16	Canare	MVPC003F	Video Patch Cables - 3' Mini-WECO Video Patch Cord (MVPC Series)
134	Video, Recorder	2	JVC	SR-HD2500US	Blu-Ray Recorder
135	Video, Recorder/player	2	AJA	KiPro Rack	Rackmount file-based recorder/player, with ProRes 422 and DNxHD includes: 2 x AC Power Cords
136	Video, Recorder/player	4	AJA	KI-SSD256US	256GB Solid State storage module for the KiPro w/USB 3.0 cable

***Nomad LT Series Podium Description:**

Furniture Details

Dimensions:

Closed: 26.25" D x 32.625" W x 46.5" H

Open: 34.75" D x 70.625" W x 53.25 H

Cherry color to match Council dais

Furniture design maximizes work surface area for paper presentation materials with a slanted surface with ledge catch. Must provide at least 11U of rack space to hold internal components. Semi-transparent, smoked plastic rack cover for component protection and so component lights can be seen for non-invasive troubleshooting. Proactive cooling through dual muffin fans as well as vent holes that promote airflow over front and rear of rack mounted components. System must provide front and rear service access for easy repair or upgrade capabilities. System must be equipped with Nomad's exclusive Pivot 180 feature that allows podium to be rotated up to 270 degrees with minimal cable stress. Control of pivot feature is accomplished through the control touch panel. The system will have a removable cap with quick-connect block for service and upgradeability. The quick-connect block allows components integrated into the cap to be easily and clearly disconnected and reconnected. The system must provide a power cord which should not be visible. The control system must provide a master power switch with passive power. Passive power allows power to flow to desired components such as a PC even though the master power switch is in the off position. The Nomad system provides an input/output block for centralized cable connectivity. When hovering over a floor box, no external cables running across the floor is seen. Input/output block is clearly labeled for easy installation and service. When not in use, components are able to be hidden from view.

System Control

The podium includes an intuitive ease of use control system with Creston TSW750 touch panel. The control system allows for easy switching between sources, audio switching, volume control, component control pages for BluRay Player, and document camera functions. The system includes a Creston TST-602 touch panel for remote administrative use. This control will provide all of the functionality of the local Nomad podium touch panel, plus full-time access to audio level control. This feature will also include the RF Gateway as needed for wireless touch panel use. The control processor is a Crestron MC2E.

Sources/Components

The podium will have a 19" LCD, touch screen, confidence monitor that will display any selected input source. The confidence monitor will be secured to the podium with a tilt mechanism. The tilt mechanism allows users to manually adjust for easy viewing while minimizing any line of sight issues with the audience.

Annotation hardware must be provided to allow line annotations for different line styles, highlighting option and color choices over any images that are presented by the use of a finger or a stylus on the touch screen.

Switching and scaling hardware must be included to allow ALL selected sources to be viewed on the confidence monitor. Switcher/Scaler must provide "SOFT" video switching. Inputs required for document camera, built-in PC, guest notebook computer, Bluray player, Apple TV and auxilliary audio/video.

1. Wolfvision VZ8Lite4 Document Camera. The document camera itself and related wiring must be secured to the system. When not in use, the document camera drawer must be able to be easily stored within the system. Drawer slides must be auto-closing to when near the closed state. When fully extended the document camera drawer must have a detent position to proactively hold the drawer in the fully extended position. The document camera automatically turns on when drawer is opened and automatically turns off when the drawer is closed.
2. Dell Ultra Small Form Factor built-in PC with Windows 10 Installed. USB port access extended and permanently integrated into the top work surface of the podium. The built-in PC should be secured to the podium, but allow easy access

to on/off switch, USB ports and CD/DVD drive. Built-in PC must have networking capability included. Network port should be extended to I/O panel for convenient, labeled connectivity. System includes a pull-out tray to accommodate a wired keyboard and mouse. Deployment technology protects against accidental pinching of cables and self-retract as it approaches the closed state. A Detent position proactively holds the keyboard and mouse tray in the fully extended position while in use. Keyboard must be imbedded in the pullout tray and a mouse storage location with metal plate.

3. Guest notebook computer. Podium must provide a pull-out work surface with which to place a guest notebook computer. The notebook computer is a highly interactive device. As such, the pull-out location must be at an ergonomic height and not create any line of sight issues with the audience when a notebook computer is deployed. Tray is self-retracting as it approaches the closed state. Tray has a detent so that it securely stays in the fully extended position. Podium must provide convenient, tethered cable connectivity for video, audio, kbd/mouse via single USB and network connectivity for a guest notebook computer. Cables are to be located in a cable cubby imbedded in the notebook pull-out tray. The cubby provides a protective overlap to keep cables contained when opening or closing the tray. Includes an auxiliary power outlet conveniently located for the notebook computer.
4. Bluray Player. Control System must provide control pages for the BluRay Player.
5. Apple TV. System includes an integrated Apple TV appliance that allows users to connect compatible devices wirelessly. Control panel will reflect AppleTV as one of the available sources. AppleTV will share wireless network for access.
6. Auxiliary AV Connectivity. The podium includes convenient auxiliary AV connections (Labeled) for composite video and stereo audio via three wires (Red, White, and Yellow) with RCA connectors. As part of the control system, Auxilliary audio video must be a selection from the Source Menu with internal connectivity that allows audio-follows video switching.
7. Shure MX418 S/C gooseneck microphone

Wide Screen Native Format

System displays and internal components must promote a native wide screen format with a minimum resolution of 720p output.

Execution, Installation, and Commissioning of Equipment

- A. All video cabling must be capable of HD performance with the lengths as installed. Coaxial cable must be Belden 1505, 1855, 9451, and CAT-6. Plenum versions of cables must be used where dictated by codes, which includes the Council Chambers, when not using conduit. RG-59/U type cable is not acceptable for any application in the system.
- B. Coaxial connectors must be true 75 ohm BNC crimp type connectors.
- C. 75 ohm terminations shall be true 75 ohm 1% terminators. 50 ohm BNC connectors with 75 ohm resistors installed are not acceptable.
- D. No twist-on BNC connectors are acceptable anywhere in the system.
- E. Connectors must be stripped by the BNC connector manufacturer's recommended stripper and be done in a neat and professional manner.
- F. BNC connectors must be securely crimped and resist being pulled off by reasonable force that would normally be encountered during connection / disconnection cycles.
- G. Each video cable longer than twelve inches (12") must have a label at each end of the cable that identifies its source and destination. A typical example would be: "VT-1 HD OUT 1 to VJF 12A" at the source end and "VJF 12A from VT-1 HD OUT 1" at the destination end (VJF is a common abbreviation for Video Jack Field).
- H. Video cables shorter than twelve inches (12") may have a single label that identifies both signal source and destination in the middle of the cable. A

typical example would be: "VT-1 HD OUT 1 / VJF 12A" in the middle of the short cable.

- I. Video cabling will be cut to length and installed in a neat and professional manner. Sharp bends are not acceptable due to reflections they introduce in the digital signal domain with accompanying compromised performance. Cable ties that crush or deform the coaxial cable are not acceptable since they will degrade system performance.
- J. Video Jacks will be rated to perform satisfactorily up to a frequency of 2.4 GHz. Canare Digital Video Jacks 32-MD-ST-2U connectors shall be Canare BCPB26 and BCPB4F or equivalent.
- K. All video patchfields will be professionally labeled and color coded as per the system drawings.
- L. Careful attention to equipment ventilation shall be observed and proper ventilation will be provided as needed even if not indicated on the current rack elevations.
- M. Electrical loading of all branch circuits will observe the 80% rule (A circuit with a 20 amp circuit breaker will not have a continuous load that exceeds 16 amps, a 30 amp branch circuit will not have a continuous load that exceeds 24 amps, etc.).
- N. All audio cables will have XLR connectors soldered on in a professional manner. There are some connectors that have screw type connections provided on XLR type connectors and these will be considered for approval if submitted on a case-by-case basis.
- O. The wiring code for the XLR connectors shall be: Pin 1 Ground, Pin 2 Red or high side, and Pin 3 Black or low side.
- P. Audio patchfields will be 32 position TT tip/ring/sleeve normalling or half-normalling jacks as the application requires.
- Q. All audio patchfields will be professionally labeled and color coded as per the system drawings.
- R. All audio cables will have a label at each end that identifies the signal source and destination just as the video cable labels specified above.
- S. Audio shields on balanced audio cables that connect to equipment will be connected to the ground pin at the signal source and be lifted at the signal destination end to prevent hum that results from ground loops.
- T. There is video, audio, electric power, and internet connectivity supplied from the existing Podium in the Council Chambers to the old Production Control Room. The installer will need to reroute connectivity to the new Production Control Room by rerouting existing conduit underneath the floor which is located in the parking garage and core drilling through the floor in the new rack room. The new Podium may require new video, audio, electric power, and internet connectivity supplied to it.
- U. There is video and audio connectivity supplied to both ends of the Council dais to the old production Control Room for multimedia presentation use. The installer will need to reroute these cables to the new rack room and possibly run new cables.
- V. Since the old production control room is moving into the adjacent new production control room, the installer may need to make modifications to conduit runs as well as rerouting existing audio connections to and from the Council Chambers.
- W. Installer shall document existing audio connections to and from the Council Chambers at time of installation and furnish said documentation to City of Murfreesboro. This documentation shall include all microphone and PA components and interconnecting wiring.
- X. Installer shall document all feeds to existing Press Feed I/O panels located in Council Chambers and furnish said documentation to City of Murfreesboro.

This documentation shall include all video and audio cables that are connected to each panel.

- Y. Installer shall remove existing monitors in the Council Chambers and replace with new monitors.
- Z. Installer shall run cables and connect and add (6) six new monitors on the Council dais.
- AA. All wiring shall be concealed above the ceiling, below the raised flooring in the new production control room and rack room, run in conduit where necessary, painted if necessary, and not be visible from any angle inside or outside the facility.
- BB. City is responsible for disassembling the old production control room racks and equipment within them.
- CC. City is responsible for providing IT assistance and IT equipment as needed for the system, e.g., VPN, Internet and LAN connectivity and bandwidth and maintain Domain Server (DNS), Active Directory (AD), and NTP Time Server to support this system.
- DD. City is responsible for providing traffic camera feed, AT&T feed, and Comcast feed to the new control room.
- EE. Commissioning of the Avid system shall be performed by an Avid Certified Support Representative or Representatives holding current certifications in Avid Editing, Avid ISIS, Avid Interplay, and Avid MediaCentral. Commissioning of the StorageDNA Evolution Archive shall be performed by a technician with experience in configuring and integrating StorageDNA Evolution products into an Avid Interplay system environment. Commissioning of the Telestream transcode system shall be performed by a technician with experience configuring and integrating Telestream transcode products into an Avid Interplay system environment.
- FF. Vendor shall supply consulting services for Avid Workflow and Design tailored to City's specific workflow needs. These services shall include: Workflow Analysis, Workflow Design, Workflow Documentation, Workflow Implementation, and Post Go-Live Audit. City will be provided with a Workflow Document detailing standard operating procedures for City's specific Avid ISIS Interplay system workflow. Vendor shall also provide consultation and workflow design to assist City's network design for the Avid ISIS Interplay system. Vendor shall supply Go-Live technical support during the first two days of the Avid ISIS Interplay system's operation.

Installation and commission of all equipment must be coordinated with Alan Bozeman of the City of Murfreesboro Communications Department prior to the start of said installation.

Within sixty (60) days of City's Notice to Proceed, the successful Proposer shall:

- A. Order and have delivered on all the equipment.
- B. Arrange installation schedule.
- C. Locate existing conduit, cable runs, and press box panel and install necessary cables, back boxes, and additional conduit that will be hidden within floor, walls, and ceiling.

Until the installation of equipment begins, the Proposer shall be responsible for the storage of the equipment and consoles.

After the completion of the renovations and remodeling of the new control room, equipment rack room remodel, and Council Chambers the Proposer has sixty (60) days to:

- A. Remove existing cameras and PTZ system, Council Chambers audio/video equipment and cabling, and install new equipment, commission, and make

operational in the new control room, equipment rack room, and Council Chambers. It is also the responsibility of the Proposer that during this time CityTV will have the ability to continue to record and cablecast Live meetings taking place in City Hall Council Chambers during certain times by using the old control room and equipment. Complete down time of CityTV's facility and off air during the installation period shall be no more than two weeks.

- B. Schedule and provide training on the main equipment used to cover meetings and schedule the channels playback and video bulletin board system.

During the renovations/remodeling for the new control room and equipment rack room and during the time of installation of the high definition system (new control room, equipment rack room, and Council Chambers equipment), the (4) four existing NLE systems and video server will be moved by the City to another part of City Hall and be in operation until such time they are able to return. Once the high definition system installation has been completed along with training and City has removed the old control room equipment and renovation construction to that area has been completed, the installer shall have sixty (60) days to finish running cables, connect, and commission the (4) four existing Avid NLE systems into the high definition system to complete the entire project and also commission and provide training on the new Avid system.

Training

All training shall take place on site with the new equipment with no more than (6) six City Staff members unless otherwise indicated.

(3) Three days of training on the Ross Xpression Studio CG shall be conducted by an authorized certified manufacturer trainer.

(1) One day of training on the Ross Carbonite switcher shall be conducted by an authorized certified manufacturer trainer.

(2) Two days of training on the Tightrope system shall be conducted by an authorized certified manufacture trainer. Prior to training Tightrope training, Tightrope shall work with City Staff to design a custom branded video bulletin board channel including a multi-zone layout, with several templates and images, and active bulletins along with a custom branded background.

(5) Five days of training on the Avid ISIS/Interplay for administrators shall be conducted by an authorized certified manufacturer trainer.

(1) One day of training for Avid Media Central Platform for administrators shall be conducted by an authorized certified manufacturer trainer.

(2) Half day sessions of training on Avid Interplay for editors shall be conducted by an authorized certified manufacturer trainer.

(5) Five hours of telephone and web based training on the StorageDNA shall be conducted by an authorized certified manufacturer trainer.

(2) Two days of training in the proper use and maintenance of the other parts of the system.

Certification

- A. Proposer is responsible for making certain all features and workflow of the new system is working and functioning properly.
- B. Upon completion of the installation, a certified technician in the presence of the City of Murfreesboro's authorized representative shall test the entire system.
- C. The Proposer will forward a certificate to the City of Murfreesboro that the system has been properly tested and has been installed in accordance with the plans and specifications and is operating properly.
- D. Turn over all warranties, instruction manuals, equipment list with serial numbers, service manuals and "as built" shop drawings to the City's representative.

Warranty – Post Installation Services

- A. Proposer warrants that for a minimum period of one (1) year from the date of delivery and/or installation, whichever is later, the equipment provided shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained. Every item bid shall have a manufacturer's warranty against defects in parts or workmanship for a minimum of one (1) year. During such warranty period, the Proposer shall replace at no charge, or repair or service, any defective or unsatisfactory items. If such items cannot be repaired within thirty (30) days from notice to the Proposer of such defect, the Proposer shall provide a substitute item at no additional charge. The Proposer shall act as liaison with manufactures for one-year after the commissioning date for all system issues.
- B. Proposer provides a two (2) years warranty of all work related to the installation/integration of the system.
- C. Proposer will be on site for up to three (3) meetings to assist City Staff in addressing real time technical issues that may need adjusting after installation, commission, and training has been completed.
- D. Proposer will provide Post-installation Consulting Services as follows:
 - 1. Four (4) on-site health checks visits to be performed quarterly beginning three months after system commissioning with all travel expenses included.
 - 2. Two (2) on-site system health checks in year two with all travel expenses included.
 - 3. Three (3) P/N 0530-30070-01 Avid Professional Services on-site Avid Health Checks by Avid ACSR, with all travel expenses included, to be performed approximately 3 months, 6 months, and 9 months after completion of installation.
- E. Proposer will provide Post-installation On-site Technical Response as follows:
 - 1. For 1 year after completion of installation, the contractor shall provide on-site technical response by an Avid ACSR for trouble-shooting of any technical issue that cannot be reasonably resolved via remote connection. The response time shall be no more than 24 hours from notice. There shall be no charge for the on-site ACSR technical response services and no charge for the travel expenses for that technical response. The on-site responses shall be limited to a maximum of six responses during the one year period. These responses do not include performing version upgrades unless the ACSR determines that a version upgrade would resolve a significant technical issue that customer is experiencing.

City Trade In/Credits

City will trade in its existing Facilis Technology Terrablock 24D shared storage system when the project is completed

Equipment Design Diagram and Layout Attached

6. City Terms and Conditions

It is important for each Proposer to become familiar with each paragraph within this section, as these paragraphs will prevail in the event of any discrepancies or differences between project related or contractual documents.

The Proposer must clearly and specifically detail all exceptions to the Terms and Conditions imposed in this section in the transmittal letter that will accompany its RFCSP response.

6.1 Standards

Proposer must affirm that under its employment policies, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Proposer will be required to certify and warrant that it will comply with this policy.

Proposer understands that it shall be a breach of City's ethical standards policies for any person to offer, give, or agree to give to any City employee or former employee, or for any City employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, evaluation, recommendation, preparation of any part of a requirement or request, influencing the content this RFCSP, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to this RFCSP or any contract or subcontract resulting therefrom.

A breach of these ethical standards may result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor for any City contract.

6.2 Warranties

Proposer warrants it will perform the services in a professional manner according to the standards established in the industry for the type of work to be performed and as outlined in Section 5.

6.3 Indemnification

The Proposer shall indemnify the City and hold it harmless against all claims, liability, demands, liens, taxes, loss or damages of any character suffered by the City arising from any operations, acts or omissions of Proposer related to the work. Proposer's indemnification shall also encompass any and all financial damages to City resulting from the activities and responsibilities of the Proposer, Proposer's employees, and subcontractors.

6.4 Terms for Payment

Payment for services delivered will be thirty (30) days from the date of the invoice.

6.5 Assignment

The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of any contract award or any or all of its rights, title or interest therein, without prior written consent of the City. Such consent by the City shall not relieve the assignor of liability in the event of default by the assignee.

6.6 Insurance

The successful Proposer shall maintain at least the following commercial insurance policies for the duration of the Contract in the amounts specified:

- Workers' compensation and employer's liability insurance – Workers' compensation in compliance with the applicable state and federal laws; employer's liability with a limit of \$1,000,000 per occurrence.
- Comprehensive general liability insurance – insurance including blanket contractual, broad form property damage, completed operations, and independent contractor's liability, all applicable to personal injury, bodily injury, and property damage to a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

The selected Proposer must provide City with the required insurance certificates and endorsements and name the City as an additional insured on the liability coverages prior to contract execution.

6.7 Scope of Insurance and Special Hazards

The insurance required under the preceding paragraphs shall provide adequate protection for the successful Proposer and any sub-contractors against damage claims that may arise from operations under this contract, whether such operations are by the insured or by anyone directly or indirectly employed by the successful Proposer.

6.8 Governing Law and Venue

The contract will be governed by the laws of the State of Tennessee. Venue for any action shall be in the applicable court for Rutherford County, Tennessee.

6.9 Compliance With Laws

The Proposer's contract shall comply with applicable Federal, State, and Local statutes, rules, and regulations. Proposers shall be approved by the appropriate regulatory authorities, if any, in the State of Tennessee to provide the services herein described.

7. Guidelines for this Request for Competitive Sealed Proposals Process

7.1 Basis for Proposals

Only information supplied by the City in writing should be used in the preparation of a proposal. Oral and other interpretations or clarifications shall not be binding. Proposers must acknowledge any subsequently issued addenda by signing and including such documents in the proposal.

7.2 Proposer Terms and Conditions

The Proposer must submit a complete set of any additional terms and conditions that it proposes to have included in contract negotiations with the City with its proposal. City will not accept any contract term limiting Proposer's liability to the amount of the contract. Additionally, the Proposer must submit any and all documents/agreements City must sign with its proposal.

7.3 Disclosure of Proposals

As a matter of state law, each Proposer's RFCSP response in its entirety will become a public record after completion of the selection process. The content of any proposal will not be disclosed to other Proposers during the selection process.

7.4 Late Proposals

Proposals must be received at the specified location on or before the published proposal due date and time. Any proposal received after the time and date set for receipt of proposals will be late and, at the discretion of City, may not be considered.

7.5 Signing of Proposals

The submission and signature of a proposal shall indicate the intention of the Proposer to adhere to the provisions described in this RFCSP and therefore must be signed by a representative with the authority to do so.

7.6 Cost of Proposal

This RFCSP does not commit the City to pay any costs incurred by any Proposer in preparation and/or submission of a proposal or for procuring or contracting for the items to be furnished under the RFCSP. All costs directly or indirectly related to responding to this RFCSP (including all costs incurred in supplementary documentation or on-site interviews) until contract execution will be borne by the Proposer.

7.7 Conflict of Interest, Non-Collusion and Anti-Lobbying

The Proposer promises that its officers, employees or agents will not attempt to lobby or influence a vote or recommendation related to the firm's proposal, directly or indirectly, through any contact with City Council members or City employees between the release of this RFCSP and award of contract by City and that there will be no collusion and no conflict of interest.

7.8 Ownership of Proposals

All documents submitted in response to this RFCSP shall become the property of City.

7.9 Disqualification or Rejection of Proposals

Proposers may be disqualified for any of the following reasons:

- There is reason to believe that collusion exists between or among two or more Proposers;
- The Proposer is in arrears on an existing City contract or has defaulted on a previous City contract;
- The Proposer lacks financial stability;
- The Proposer has failed to perform under a previous or current City contract;
- The Proposer has failed to adhere to one or more of the provisions established in this RFCSP;
- The Proposer has failed to submit its proposal in the format specified herein;
- The Proposer has failed to submit its proposal on or before the deadline established herein; or
- The Proposer has failed to adhere to generally accepted ethical and professional principles during the proposal process.

7.10 Right to Waive Irregularities

Proposals shall be considered irregular if they show any omissions, alterations of form, additions, conditions not called for, or irregularities of any kind.

The City reserves the right to waive irregularities. The City also reserves the right to waive any mandatory requirement provided that all proposals failed to meet the same mandatory

requirement, and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of City.

7.11 Withdrawal of Proposals

Proposals may be withdrawn by written notice if received by the City prior to the exact hour and date specified for receipt of proposals. A proposal also may be withdrawn in person and the Proposer signs a receipt for the proposal, but only if the withdrawal is made by a person clearly authorized to do so prior to the exact hour and date set for the receipt of proposals.

7.12 Amendment of Proposals

A Proposer must submit any amended proposal before the deadline for receipt of proposals. Such amended proposal must be a complete replacement of a previously submitted response and must be clearly identified as such in the transmittal letter. City will not merge, collate, or assemble proposal materials.

7.13 Proposal as Firm Offer

Responses to this RFCSP, including cost, will be considered firm for ninety (90) days after the due date for receipt of response or receipt of the last best and final offer submitted. All proposals must include a statement to that effect.

7.14 Exceptions to RFCSP Specifications

Although the specifications stated in the RFCSP represent City's anticipated needs, there may be instances where it is in City's interest to permit exceptions to specifications and accept alternatives.

It is extremely important that the Proposer make very clear where exceptions are taken to the specifications and how the Proposer will provide alternatives. Therefore, exceptions, conditions, or qualifications to the provisions of City's specifications must be clearly identified as such together with reasons for taking exception, and inserted into the proposal response. If the Proposer does not make clear that an exception is being taken, City will assume the proposal response is responding to and will meet the specification as written.

Where the Proposer does not agree with City's terms and conditions, the proposal must enumerate the specific clauses that the Proposer wishes to amend or delete and suggest alternative wording. Any minimum terms that City will have to agree to in order to enter into a contract with the Proposer and any item the Proposer considers to be a mandatory term must be submitted with the RFCSP response.

7.15 Consideration of Proposals

Discussions may be conducted with responsible Proposers for the purpose of clarification to assure full understanding of the proposal. In conducting discussions, there will be no disclosure of any information derived from proposals submitted by competing Proposers. Until the City awards the contract, it reserves the right to reject any or all proposals and waive technicalities, to re-advertise for new proposals, or to proceed with the work in any manner as may be considered in the best interest of City.

7.16 Termination

The City reserves the right to cancel this RFCSP at any time. City reserves the right to reject any or all proposals submitted in response to this RFCSP.

7.17 Taxes

Proposer will be responsible for the payment of any applicable tax on the services it will provide. At the time of this RFCSP, neither the State of Tennessee nor the City impose a sales tax on consultant services of this type. Proposers will include in its fee proposal all applicable local, City, state, and federal taxes.

7.18 Award of Contract

The City reserves the right to withhold final action on the RFCSP for a reasonable time, not to exceed one hundred and twenty (120) days after the date of submitting proposals, and in no event will an award be made until further investigations have been made as to the responsibility of the proposed Proposer. The award of the contract, if an award is made, will be to the most responsible and responsive Proposer whose proposal meets the requirements and criteria set forth in the Request for Competitive Sealed Proposal and whose contract terms are acceptable to City. City reserves the right to abandon, without obligation to the Proposer, any part of the project, or the entire project, at any time before the successful Proposer begins any work authorized by City.

The award of the contract shall not become effective until the contract has been executed by the successful Proposer and City.

7.19 Appeal Process

Each Proposer shall be notified of the Proposer selected for recommendation to the City Council before the proposed City Council action. A protest by an aggrieved Proposer who is not selected will be heard by the City Council if filed with the City Council, through the City Recorder, within seven (7) days after the intended award is announced. Any issue raised by the protesting party after the seven day period shall not be considered as part of the protest. The City Council may stay an award due to a pending protest without financial or other obligation to the Proposer recommended to the Council. The City Council may, by resolution, adopt rules and procedures applicable to protests.

7.20 Execution of Contract

The City shall authorize award of the contract to the successful Proposer. City will require the successful Proposer to sign the necessary documents entering into the required contract with City within 10 days of receipt and to provide the necessary evidence of insurance as required under the contract.

No contract for this project may be signed by City without the authorization of the City Council. No contract shall be binding on City until it has been approved and executed by the Mayor or designee and approved as to form by the City Attorney.

8. Criteria Used To Evaluate Proposals

<u>Criteria:</u>	<u>Description:</u>	<u>Weight</u>
Experience	Professional experience in the purchasing of equipment as outlined, integration and installation as provided in the design, and commissioning of a high definition television systems. Formal relationships and authorized to sell and support all major product manufacturers used with this design.	35%

	An Avid certified support representative for Avid editing, ISIS, Interplay, and MediaCentral products	
Proposal	Equipment selection, method of installation, integration, commissioning of equipment, and time table to complete this project with minimal down time of CityTV operations	25%
Support	Ability to provide local assistance with support, troubleshooting, repairing equipment, software issues, equipment health checks, etc particularly during the first year of operation as outlined in Section 5	20%
Training	Ability to provide on site and remote training by authorized certified trainers as outlined in Section 5	10%
Cost	Total cost to complete the project	10%

9. RFCSP Requirements and Format

Please use the following format to structure your RFCSP response. Your response should include each section detailed below in the order presented. The detail represents the items that are to be covered in each section of your response. Failure to follow the directions or to address all items will impact the evaluation. Failure to address a significant portion of the items may classify the response as non-responsive and preclude it from further consideration. **The number of pages in the RFCSP response cannot exceed 50 pages.** Appendices will not be counted as part of the 50 page limit. Resumes and marketing material may be included and will not be counted towards the 50 page limit; however this information must be in its own section at the back of the RFCSP response. All materials must fit into a single binder. Please supply five hard copies and two electronic copies.

Cover with Table of Contents

Transmittal Letter

The transmittal letter will indicate the intention of the Proposer to adhere to the provisions described in the RFCSP without modification. The letter of transmittal should:

- 1) Identify the submitting organization;
- 2) Identify the person, by name and title, authorized to obligate the organization contractually;

- 3) Identify the contact person responsible for this response and specify phone, fax, and email address;
- 4) Explicitly state that Proposer has reviewed and accepted the City's Terms and Conditions;
- 5) State that it has included any additional terms or conditions or documents which it requires;
- 6) Identify any and all exceptions or "deal breakers" to the RFCSP requirements;
- 7) Acknowledge the proposal is considered firm for one hundred and twenty (120) days after the due date for receipt of proposals or receipt of the last best and final offer submitted. If partners are used, they must also guarantee their section of the proposal for 120 days;
- 8) Acknowledge completion of the Fee Proposal; and
- 9) Signed by a person authorized to contractually obligate the organization.

Proposal

- 1) Proposer Profile: The Proposer will provide a description of its organization and any other firms who will be providing products or services through a subcontracting arrangement with the Proposer.
- 2) Qualifications: Proposer's qualifications to perform the services requested that will also address the evaluative criteria.
- 3) Experience: Please describe your organization's experience in providing similar services. Identify and briefly describe any pending criminal or civil suits brought against the Proposer, or suits which have resulted in an adverse judgment or settlement within the past five (5) years, arising out of Proposer's inability to complete similar services and projects.
- 4) References: Please provide references for at least three organizations for whom Proposer is or has provided similar services. Identify any public sector experience in Tennessee.
- 5) Key Personnel: Identify and provide a brief professional resume of the key personnel anticipated to be used to provide the services sought.
- 6) City's responsibilities: Identify and briefly describe the role and responsibilities Proposer would expect City to perform in achieving delivery of the requested services.
- 7) Scheduling: Provide a tentative strategy for equipment selection, intergration, installation, commissioning of equipment, training, and timeline for delivery of the services along with support services sought or a description of how such strategies and timeline would be developed if the Proposer is selected.

Fee Proposal

The City is interested in receiving a fee proposal which reflects the existing expertise of the Proposer and its ability to deliver the requested high definition television system at a reasonable cost. The City requires each Proposer submit an all-inclusive flat fee for the requested services.

Submittal

All Proposals should be delivered to the City Manager, City of Murfreesboro Communications Director, 111 West Vine Street, Murfreesboro, TN 37130; Attn: High Definition Television System Proposal.

All Proposals must be submitted in a sealed envelope clearly labeled "High Definition Television System Proposal". All Proposals must be delivered by 3:00p.m. local time on February 19, 2016.

SEALED RESPONSE ENVELOPE LABEL

The label provided below, with all appropriate information completed, should be used for the proper processing of the RFQ submittal. The label will facilitate the City Manager's Office to properly handle the sealed envelope without revealing the contents until the solicitation is opened.



SEALED QUOTATIONS & PROPOSAL ENCLOSED

Company Name: _____

Company Address: _____

Company Telephone Number: _____

**City of Murfreesboro
Attn: City Managers' Office
Purchasing Department
111 West Vine Street
Murfreesboro, TN 37130**

Solicitation No: RFCSP-40-2016
Solicitation Title: High Definition Television System
Solicitation Due Date & Time (CST): February 19, 2015 by 3:00 pm



Media/Broadcast Integration and Technical and Services, Inc.



Solutions for the Professional Broadcaster

210 Hill Avenue Suite B

Nashville, Tennessee 37210

615.259.7880

www.m-bits.com



City of Murfreesboro, Tennessee RFCSP for High Definition Television System January 15, 2016

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MGS PERSONNEL

MGS REFERENCES



City of Murfreesboro, Tennessee RFCSP for High Definition Television System January 15, 2016

Transmittal Letter

Media/Broadcast Integration & Technical Services, Inc. (M/BITS) proposes to provide equipment and services in response to the request from the City of Murfreesboro, Tennessee (City) for the purchase, installation, commissioning of equipment, training and support of a high definition television system for CityTV by the City of Murfreesboro's Communication Department. It is the intent of M/BITS to adhere to the provisions described in the Request for Competitive Sealed Proposals (RFCSP) without modification.

Truett K. Smith, President, is authorized to obligate M/BITS contractually. Stephan E. Garrity, Project Manager will be the contact responsible for this response (615-921-4813 Voice; 615-259-7897 Fax; segarrity@m-bits.com). The Avid, ISIS, Interplay and MediaCentral Products and Services items will be provided by our subcontractor, Marshall Graphic Systems (MGS). Bill Hite is the President of MGS, and he will be the Project Manager for that portion of the project.

M/BITS has reviewed and accepted the City's Terms and Conditions. M/BITS has not included any additional Terms or Conditions or Documents, and M/BITS has no exceptions to the RFCSP requirements. On behalf of M/BITS, MGS proposes to include a newer StorageDNA model in Line Item 99 of the Avid System. The part number and manufacturer remain the same, but the part now includes the newly-announced LTO-7 drives instead of LTO-6 drives and includes a newly-announced model server DL20 instead of the older DL320 server.

M/BITS acknowledges that the proposal is considered firm for one hundred and twenty (120) days after the due date for receipt of proposals or receipt of the last best and final offer submitted. Additionally, MGS also guarantees its section of the proposal for 120 days.

M/BITS acknowledges completion of the Fee Proposal.

Truett K. Smith, President

Truett K. Smith, President
Media/Broadcast Integration & Technical Services, Inc.
Proposing Company/General Contractor
Date: February 17, 2016

Bill Hite, President

Bill Hite, President
Marshall Graphics Systems
Subcontractor
Date: February 17, 2016



City of Murfreesboro RFSCP for High Definition Television System Response Due 02/19/16

Proposal

- 1) Media/Broadcast Integration & Technical Services, Inc. was formed in 2001 by a group of former key employees of The Nashville Network and Country Music Television who we were joined in 2002 by a former key employee of Speer Communications. We specialize in consulting and design of cutting edge professional grade television broadcasting and editing facilities, equipment sales and installation, facility construction, staff training and technical support. By virtue of being system integrators, we are not tied exclusively to any single equipment manufacturer, and we are able to offer the best solutions for our clients. M/BITS has System Integrator agreements with industry leading manufacturers and distributors which allows the best equipment selections for our clients needs and affords expedient problem resolution which minimizes any downtime for our clients when equipment failures occur.

The Avid ISIS, Interplay and MediaCentral Products, and installation, commissioning and training thereon will be provided by our Avid subcontractor, Marshall Graphics Systems (MGS). MGS is an Elite Solutions Provider for Avid Technology, Inc. and has attained Avid Advanced Support Specialization status and Avid MediaCentral Specialization status. MGS is a Value Added Reseller for StorageDNA Archive Systems and a Premier Reseller for Telestream. MGS has been in business under the same management for 38 years. More detail as to MGS' organization, qualifications, and experience may be found in the attached document that describes what sets Marshall Graphics Systems apart.

- 2) Truett K. Smith, President, who holds a Bachelors Degree from Vanderbilt University in Electrical Engineering (BEEE 1970) has over 47 years of experience in designing and installing systems for major television facilities. These include WTVF-NewsChannel5, Opryland Productions (a division of WSM-TV), The Nashville Network and Country Music Television.

Raymond G. Comfort, Vice President, has over 40 years of design and installation experience in the television industry including positions at WZTV-TV, Hospital Corporation of America, Speer Teleproductions, Qwest Digital Media and Anshutz Digital Communications.

Stephan E. Garrity, Systems Integration Consultant and former Manager of Systems Integration for M/BITS, has over 45 years of design and installation experience in the television industry including positions at WBKO-TV, WTVF-NewsChannel5, The Nashville Network and Country Music Television.

Teresa M. Harris, Vice President and Service Manager, has over 30 years experience in the electronics industry. She began her career in the U.S. Air Force and was a former Engineering employee of The Nashville Network and Country Music Television.



The MGS personnel for this project are detailed in an attached document describing their qualifications and experience.

- 3) M/BITS has designed and integrated HD Television studios, control rooms and edit facilities for over 14 years. Our clients have included local television broadcast stations, professional sports franchises, universities, churches, remote production companies, public school systems, cable television networks, municipal and public broadcasting stations, corporate entities who produce employee training videos and other products in-house, professional production companies, edit houses and other users of professional grade equipment.

M/BITS has never had any criminal or civil suits of any sort ever brought against it.

MGS has never been the subject of any criminal suits against it.

- 4) M/BITS has designed, integrated, equipped and provided installation, training and support services which included studio production and editing facilities similar to those to be provided to the City of Murfreesboro for the following clients:

WHSG-TV Atlanta 1550 Agape Way Decatur, GA 30035 Lloyd Holloway Chief Engineer

WHFT-TV Miami 3324 Pembroke Road Pembroke Park, FL 33021 Mark Lewis Chief Engineer

Belmont University Nashville, TN Media Studies Department Johnson Center 457
1900 Belmont Boulevard Nashville, TN 37212 Professor Rick Bengtson, Director of Audio &
Video Productions

Public Sector Clients in TN:

City of Murfreesboro, TN Cable TV Department; Germantown, TN Municipal School District;
Metropolitan Nashville & Davidson County; Metropolitan Nashville Airport Authority; Nashville
Public Television; Shelby County, TN Schools; Town of Smyrna, TN; Tennessee House of
Representatives

An attached list of MGS' client and project references details various projects of similar nature and scope to the proposed project in which MGS has supplied product and services for Avid, Telestream, and StorageDNA systems.

- 5) Key Personnel of M/BITS to be used in the project are Raymond G. Comfort, Stephan E. Garrity and Teresa M. Harris. The key personnel of Marshall Graphics Systems for the Avid ISIS, Interplay and MediaCentral Products and Services are Bill Hite, Todd Lacy, and Wayne Wolfe, supplemented as needed by Bill Weldon and Fred Humphreys.



- 6) The City's Responsibilities in achieving delivery of the requested services are to provide all design components and services not included within the RFSCP such as tear out and removal of old equipment, installation of all electrical feeds and timely access to the facility.
- 7) Scheduling: Proposer will order and acquire all components described in the RFSCP in time to arrive by the scheduled start date of July 12, 2016 with the anticipated completion to be on or before September 8, 2016. Equipment will be stored by the Proposer until the dates needed for physical installation. In all cases the Proposer will make its best effort to meet all timelines.
- 8) M/BITS and MGS accept all provisions, terms and conditions described in the Request for Competitive Sealed Proposals (RFCSP) without modification, and make all affirmations and warranties required therein.
- 9) See the attached Fee Proposal for pricing.



City of Murfreesboro, Tennessee RFCSP for High Definition Television System January 15, 2016

Fee Proposal

Media/Broadcast Integration & Technical Services proposes to provide equipment, installation, commissioning of equipment, training and support of a high definition television system for CityTV for the City of Murfreesboro, Tennessee's Communication Department per the provisions described in the Request for Competitive Sealed Proposals (RFCSP) Issued January 15, 2016 without modifications for the following amount:

Firm Price of \$703,835.00

This proposed fee is firm for one hundred twenty (120) days after the due date for receipt of response or receipt of the last best and final offer submitted per Section 7.13 of the RFCSP.

Truett K. Smith, President

Truett K. Smith, President
Media/Broadcast Integration & Technical Services, Inc.
Proposing Company/General Contractor
Date: February 17, 2016

Bill Hite, President

Bill Hite, President
Marshall Graphics Systems
Subcontractor
Date: February 17, 2016



Media/Broadcast Integration and Technical Services, Inc.
210 Hill Avenue Suite B Nashville, TN 37210

Personnel for the City of Murfreesboro Project

**Truett Smith
PRESIDENT**

Truett Smith, President holds a Bachelor's Degree from Vanderbilt University in Electrical Engineering (BEEE 1970). He has over forty seven years of experience in designing and installing systems for major television facilities. These include WLAC-TV (now WTVF - NewsChannel5), Opryland Productions (a division of WSM-TV), TNN: The Nashville Network, and CMT: Country Music Television.

Professional Certifications:

- Society of Motion Picture and Television Engineers, Life Member
- Society of Broadcast Engineers, Senior Engineer
- State of Tennessee Licensed Contractor

Education:

- Vanderbilt University of Bachelor of Electrical Engineering 1970

**Steve Garrity
SYSTEMS ENGINEER
PROJECT MANAGER**

Stephan E. Garrity, Systems Integration Consultant and former Manager of Systems Integration for M/BITS has over forty five years in the television industry. He worked at WBKO TV, WTVF-TV, and TNN: The Nashville Network and CMT: Country Music Television. He has designed and built systems for many companies that include WHFT-TV in Miami, WHSG-TV in Atlanta, WNKY in Kentucky, and many other projects. He will be the Project Manager for this project.

**Ray Comfort
VICE PRESIDENT
ENGINEERING**

Ray Comfort, Vice President has over forty five years of design and installation experience in the television industry. His experience includes WZTV-TV, Hospital Corporation of America (HCA), Speer Teleproductions, Qwest Digital Media, and Anshutz Digital Communications. He is intimately familiar with system installation and has worked on numerous facilities to improve and upgrade their infrastructures. These facilities include WNPT-TV, Metro Nashville Channel 3, The Town of Smyrna Channel, the Murfreesboro City 3 Channel Cable in 2005, Belmont University, Union University.

**Teresa Harris
VICE PRESIDENT
SERVICE MANAGER**

Teresa Harris, Service Manager for M/BITS, has over thirty years experience in the electronics industry. She specializes in installations for our customers and integrations, including Gaylord Program Services, Inc. (GPSI), the Bridgestone Arena for the Nashville Predators, WKRN-TV, WNPT-TV, LifeWay Christian Resources, and Gaylord Entertainment. She is an Air Force veteran and a former engineering employee of TNN and CMT.



Media/Broadcast Integration and Technical Services, Inc.
210 Hill Avenue Suite B Nashville, TN 37210

Client References

CLIENT

Belmont University

Rick Bengtson, Professor and Director of
Audio-Video Production
Nashville, Tennessee
615.460.5570
rick.bengtson@belmont.edu

WNPT-TV/Nashville Public Television

Dale Baker, Senior Director of Engineering
Nashville, Tennessee
615.259.9325
dbaker@wnpt.org

Gardendale First Baptist Church

Mark Ramsey, Minister of Media and
Communications
Gardendale Alabama
205.488.8685
markr@gfbc.org

WHSG-TV

Lloyd Holloway, Chief Engineer
Decatur, Georgia
404.288.1156
LHolloway@tbn.org

NorthStar Studios

Mike Arnold, Vice President Engineering and
Operations
Nashville, Tennessee
615.650.6037
Mike.Arnold@northstarstudios.tv

WHFT-TV

Mark Lewis, Chief Engineer
Miami, Florida
954.962.1700
MLewis@tbn.org

PRODUCTS/SERVICES

Ross Video

Production Switchers
Routing Switching
Terminal Technologies
XPression Graphics
Training and Commission Services

Blackmagic Design

SmartView HD Monitoring
Terminal Equipment

Emerson Network Power

Liebert Uninterruptible Supplies
Maintenance

Marco Professional Video Furniture

Consoles
Edit Desks
Custom Products
Workstations

Middle Atlantic Products

Rack Enclosures
Power Systems

Tektronix

Test and Monitoring

AJA Video Systems

HDTV Recordable Systems
Converters

Evertz Systems

Video Closed Captioning
Terminal Equipment

Sony Electronics

Cameras
Monitors

Marshall Graphics Systems

**An Elite Solutions Provider for Avid Technology, Inc.
A Value Added Reseller for StorageDNA
A Premier Reseller for Telestream**



Headquarters:

Marshall Graphics Systems
210 Hill Avenue
Nashville, TN 37210
615-399-8896
www.marshallgraphics.com

Additional offices:

Miami, FL 888-399-8896
Huntsville, AL 256-895-2686
Charlotte, NC 615-926-4422

What Sets Us Apart

Marshall Graphics Systems is an *Elite Solutions Provider* for Avid Technology, Inc. and has been for many years. This is the most demanding class of reseller that Avid certifies. Our personnel are among the most competent in the United States in selling, deploying and supporting Avid systems.

Our president, Bill Hite, is a member of the ACA Avid Partner Advisory Council, which meets regularly with top executives of Avid Technology to render advice on issues relating to its distribution channel.

We are the only Avid reseller in the Southeast with *two* Elite Avid Certified Support Representatives (Elite ACSR's) with the following credentials. Our Elite ACSR's are among the very few ACSR's worldwide that have attained ACSR certification in the Avid MediaCentral Platform, which is the cornerstone of the Avid Everywhere strategic initiative. These ACSR's have been demonstrating, installing, and supporting the most sophisticated of Avid's systems for ten to twenty years. They earn their certifications every day solving our customers' most challenging problems, not just once a year in Avid certification and recertification courses. We consider one of these ACSR's to be simply the best ACSR for Avid's ISIS/Interplay/MediaCentral in the United States, and our other ACSR is very close to this level of attainment, and each of them is capable of functioning as lead Avid ACSR in Million Dollar Avid deployments. One of our ACSR's is based in Nashville, Tennessee, and the other is located in Florida.

We have attained *Avid Advanced Support Specialization* status and *Avid MediaCentral Specialization* status. These certifications are granted only to those Avid Solution Partners that demonstrate a high degree of proficiency and qualifications in those specialized areas and that agree to the demanding requirements that come with those certifications.

We are one of the oldest Value Added Resellers for StorageDNA archive systems in the world. We have deployed StorageDNA systems into a diverse set of configurations, particularly those with more complex production asset management workflows, such as Avid Interplay.

We are a Premier Reseller for Telestream and have deployed quite a few Telestream transcode systems into Avid ISIS Interplay environments.

Marshall Graphics Systems' main sales and support office is in Nashville, Tennessee, within a short drive to the City of Murfreesboro's site. We can remotely dial in to troubleshoot systems and are close enough to provide local on-site technical response to the City of Murfreesboro. Marshall Graphics Systems for many years now has sold and supported the existing Avid editorial systems and shared storage system at the City of Murfreesboro, with a track record of stellar performance. A list of references for similar configurations we have installed and supported is attached.

Our sales personnel are systems specialists - not just video sales persons - and have covered their territories for many years. Our company is composed of about 50% Systems Engineers and 50% technical Sales Representatives, to better address the degree of complexities involved in these type systems.

We are one of the most stable resellers in the United States, having been in business under the same management for 38 years. We are highly respected by our customers, our employees, our suppliers, and by other resellers - and although we are privately-held, we are financially very stable. We are in this for the long term.

We focus on systems that are intellectually challenging, typically constitute part of an integrated system with sophisticated workflows, and that are sold and serviced by resellers that must go thru rigorous qualifying processes to provide significant added value to the transaction. We are not an AV reseller or some other entity that has a mere passing fancy to resell integrated systems as an adjunct to its business plan.

We usually function at a level in which we are the face of the manufacturer in the eyes of our customers. We purchase and use demo systems to promote our suppliers' products. Our technical and sales personnel participate in training programs offered by our manufacturers and obtain elite certifications to better support and represent those products.

The products we represent are typically too sophisticated to analyze from mere brochures or web listings and require pre-sales consultations or design discussions to arrive at a design that generates a high degree of efficiency return on investment for our customers. Our ability to represent these products professionally and to thoroughly design and explain them with a high degree of confidence-building to potential customers is what really makes us and these products competitive.

To deliver turn-key systems for our customers, we provide a complement of related systems beyond Avid software and hardware. We sell shared storage systems, NLE systems, audio systems, graphics systems, transcode equipment, color-grading systems, archiving systems, PAM systems, MAM systems, DAM systems, and many other related products that are synergistic with each other and to Avid products. These products range from a \$300 point product for a student or educational institution to a multi-million Dollar system deployment. The products are among the best in the industry and yet are not so horizontal in nature as to dilute our system-based focus and support capability.

Our market is comprised of video and audio companies in the Southeast United States. These companies span many different sub-markets, such as TV stations, cable production companies, broadcast networks, post production companies, production companies, churches, schools, audio studios, government, sports venues, etc.

Our Philosophy

We succeed only if our customers succeed. It's as simple as that ... and we have a 38-year track record of doing so. Our persistence, adaption to change, and focus over the years have enabled us to flourish and excel in our market - and consequently to help our customers do the same.

We place a high degree of importance on maintaining ethical standards in all our business relationships. Hence, we enjoy a high degree of trust and respect by our customers and vendors.

Our industry is undergoing, and for the last decade has undergone, rapid change. The industry is transitioning to newer digital formats and capabilities that are evolving at an accelerating rate and that have lower price points of entry and maintenance. Yet, many of our customers are increasingly adding workflow capabilities of greater complexity and efficiency returns. We are continually adding expertise and product mixes to adapt to this rapid change, and assist our customers in doing the same.

MARSHALL
GRAPHICS SYSTEMS



Marshall Graphics Systems Personnel for the City of Murfreesboro Project

Bill Hite, President PROJECT MANAGER

Bill is in charge of sales and strategic directions for Marshall Graphics Systems. Bill's responsibilities also include corporate management, systems integration, engineering oversight, and project management for enterprise-level system configuration and installation.

Professional Certifications:

- Professional Engineer, State of Tennessee (Inactive Status)
- Admitted to Tennessee Bar
- Patent Attorney, U.S. Patent & Trademark Office

Education:

- Juris Doctor, University of Tennessee, 1981
- M.B.A., University of South Alabama, 1981
- M.S. Engineering Mechanics, Tennessee Tech University, 1974
- B.S. Engineering Science, Tennessee Tech University, 1972

Wayne Wolfe SYSTEMS ENGINEER

Wayne is simply one of the finest Avid ACSRs for ISIS-Interplay-MediaCentral in the United States, with extensive engagements in multi-million Dollar, very complex Avid installations.

Wayne holds a Masters in Instructional Technology with a strong track record incorporating new technologies into curricula at both Ferrum and Gettysburg Colleges. Wayne's history includes being Training Director of the Avid Education Center in Florida and providing systems engineering services for several Avid resellers throughout the years. His communication and technical skills are excellent. Wayne is an Avid Elite ACSR, encompassing Avid Editors, ISIS, Interplay, MediaCentral, and Pro Tools. Wayne also has extensive experience with ancillary systems that integrate into Avid workflows (e.g., StorageDNA, Telestream, Masstech, Front Porch, various MAM and DAM systems, Spectra Logic, SGL, MOG-Technologies, etc.).

Todd Lacy SYSTEMS ENGINEER

Todd is also one of the finest Avid ACSR's in the United States, with numerous and extensive installations of ISIS-Interplay-MediaCentral with integration incorporating various ancillary systems.

Todd joined us in 1998, having had several years experience as a Media Composer Editor/Producer. Todd is one of our best support persons and has deep knowledge of not only Avid products but also various related systems that integrate into an Avid workflow. Todd has been an Avid Certified Instructor for Media Composer, Symphony, and Avid|DS.

Todd is an Avid Elite ACSR, encompassing Avid Editors, ISIS, Interplay, and MediaCentral. Todd also has extensive experience with systems, such as, Facilis Technology Terrablock, StorageDNA Evolution & Sync, Telestream, Spectra Logic, MOG-Technologies, Facilis Technology Terrablock, etc.

Bill Weldon ACCOUNT MANAGER

Bill Weldon is the account manager for Alabama, Tennessee, Mississippi and Arkansas. He has extensive experience in broadcast television and equipment sales with over 15 years in television production and an additional 15 years in reseller video sales. He then served as district sales manager for Panasonic BTSC for 7 years before joining Marshall Graphics Systems in 2001. At Marshall Graphics Systems, his responsibilities include specifying, sales and support of production asset management systems, non-linear post production and shared storage workflows that are customized to each customer's needs.

Fred Humphreys VP SALES

Fred is Vice President of Sales and supports all sales and marketing efforts at Marshall Graphics Systems. He is a veteran broadcast, production, and systems engineer with over 28 years of sales and customer support experience at Sony Electronics.



Client References for Marshall Graphics Systems

CLIENT

Viacom, Country Music Television

Tom Edwards, CMT Director of Engineering
Nashville, Tennessee
615-335-8520
tom.edwards@cmt.com

The University of Tennessee

Brad Prosisie
Knoxville, Tennessee
865-974-5077
brad.prosisie@tennessee.edu

Samaritan's Purse

Ben Cranor, Broadcast Engineering Manager
Boone, North Carolina
828-278-1544
bcranor@samaritan.com

Magic Box Editorial

Mark Mitchell, Owner
Nashville, Tennessee
615-418-8365
mark@magicboxeditorial.com

Belmont University

Rick Bengtson, Dir. Audio/Video Production
Nashville, Tennessee
615-460-5570
rick.bengtson@belmont.edu

Auburn University Athletics Department

Weston Carter, IT
Auburn, Alabama
217-260-2978
Weston.carter@auburn.edu

PRODUCTS/SERVICES

Avid ISIS/Interplay/Media Composers/Pro Tools
StorageDNA Evolution Archive
Transcode System
On-site Support & Installation Services

Avid ISIS/Interplay/Media Composers
Avid MediaCentral
StorageDNA Evolution Archive
On-site Support & Installation Services

Avid ISIS/Interplay/Media Composers/Pro Tools
Avid MediaCentral
StorageDNA Evolution Archive
Telestream Transcoding System
On-site Support & Installation Services

Avid ISIS/Interplay/Media Composers
StorageDNA Evolution Archive
On-site Support & Installation Services

Avid ISIS/Media Composers/Pro Tools
On-site Support & Installation Services

Avid ISIS/Interplay/Media Composers
Avid MediaCentral
StorageDNA Evolution Archive
On-site Support & Installation Services

City of Murfreesboro

Version

City of Murfreesboro 08-06-15C.vsd



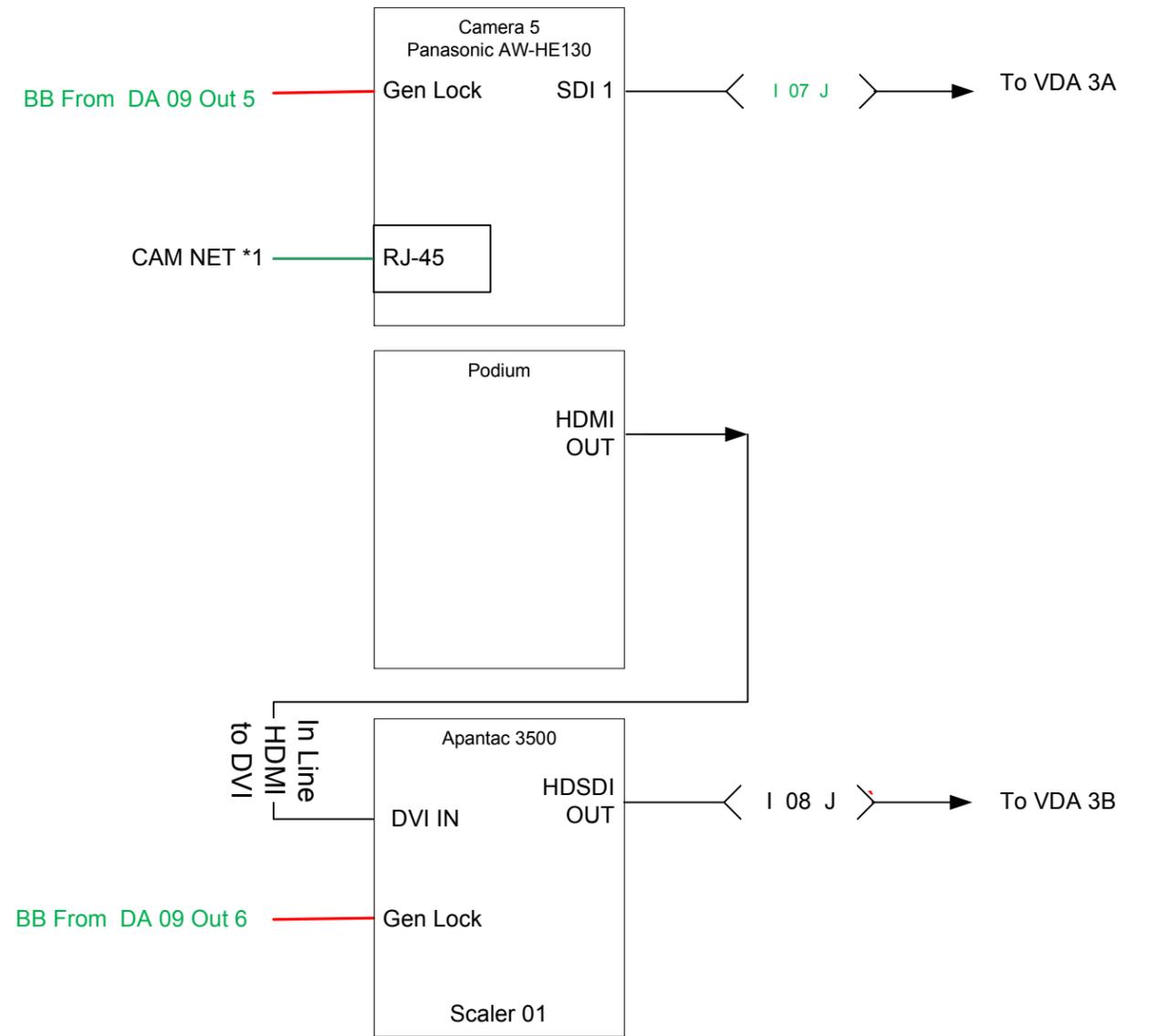
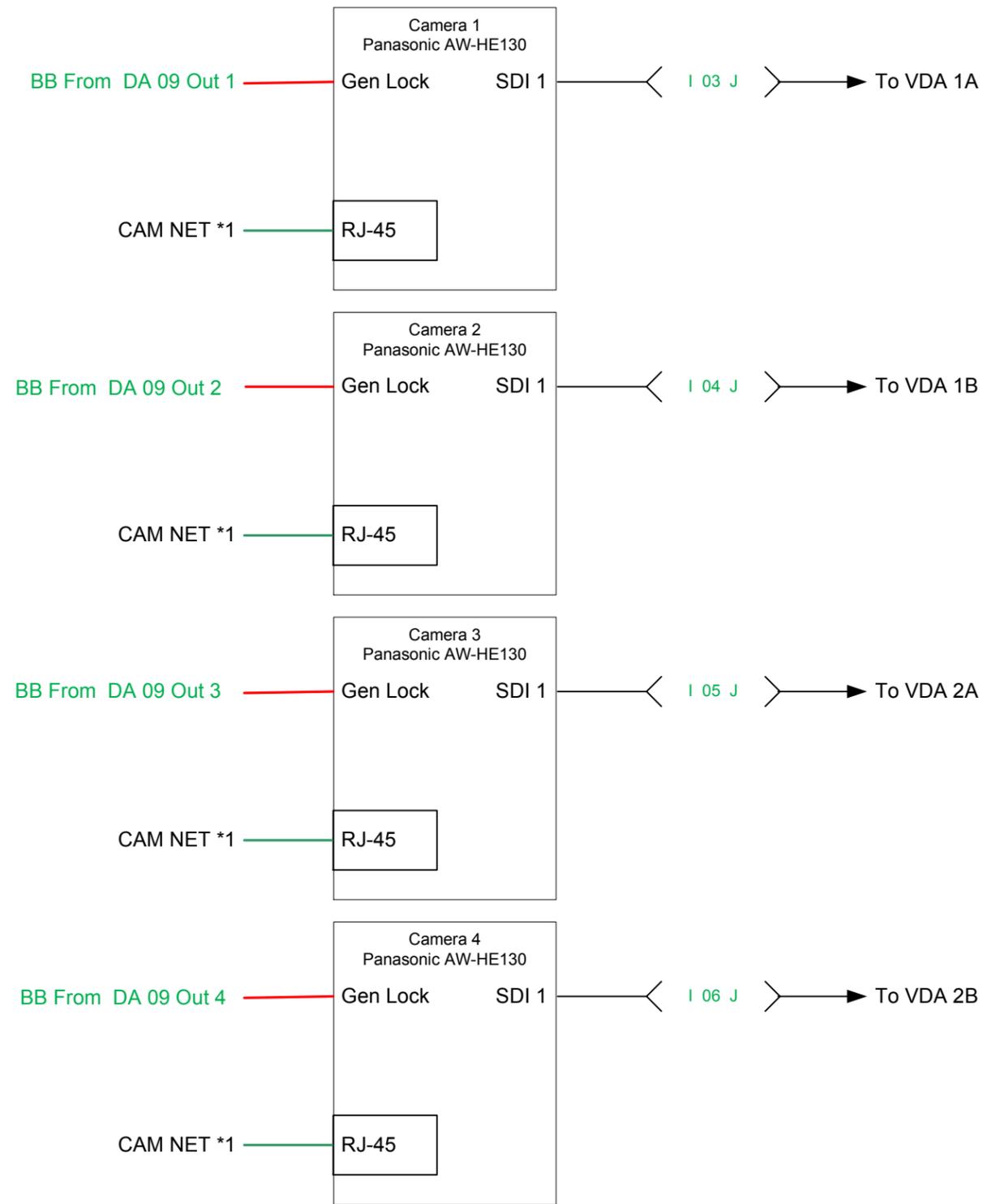
Media / Broadcast Integration
and Technical Services, Inc.

210 Hill Avenue Suite B Nashville, TN 37210
615.259.7880 FAX 615.259.7887

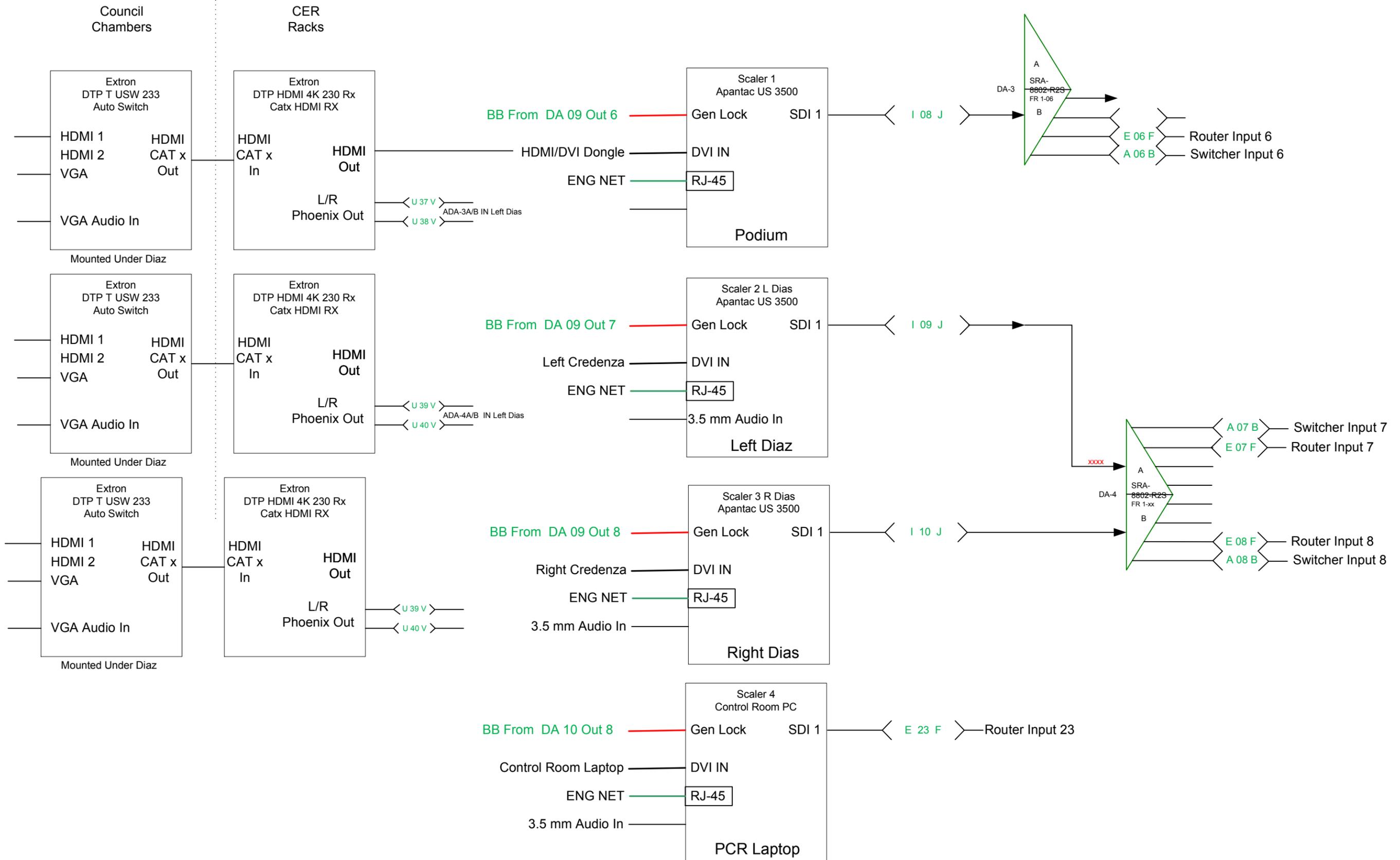
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 2001-2100 Analog Video
 3001-3050 Reference
 3501-3550 Time Code
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 4101-4200 AES Balanced
 5001-5500 Analog Audio
 6001-6200 Misc
 6501-6600 Production Net

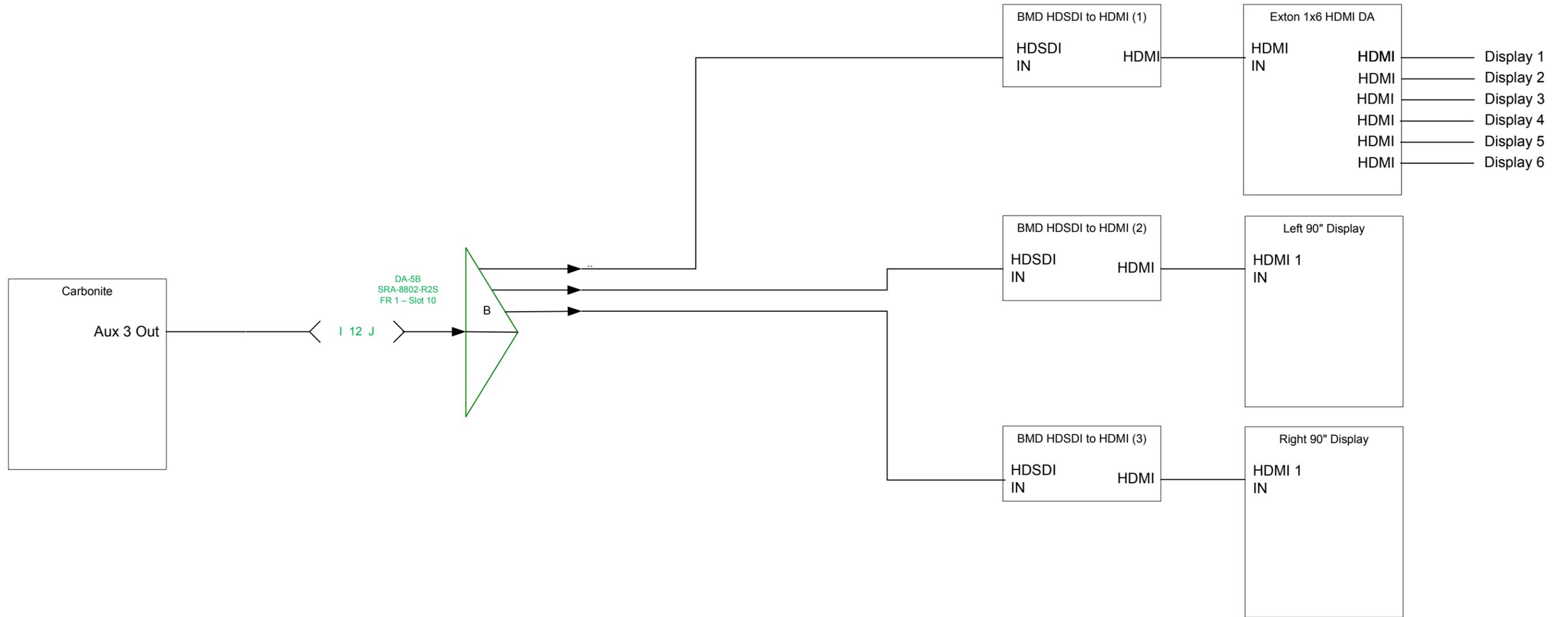
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 AND City of Murfreesboro**

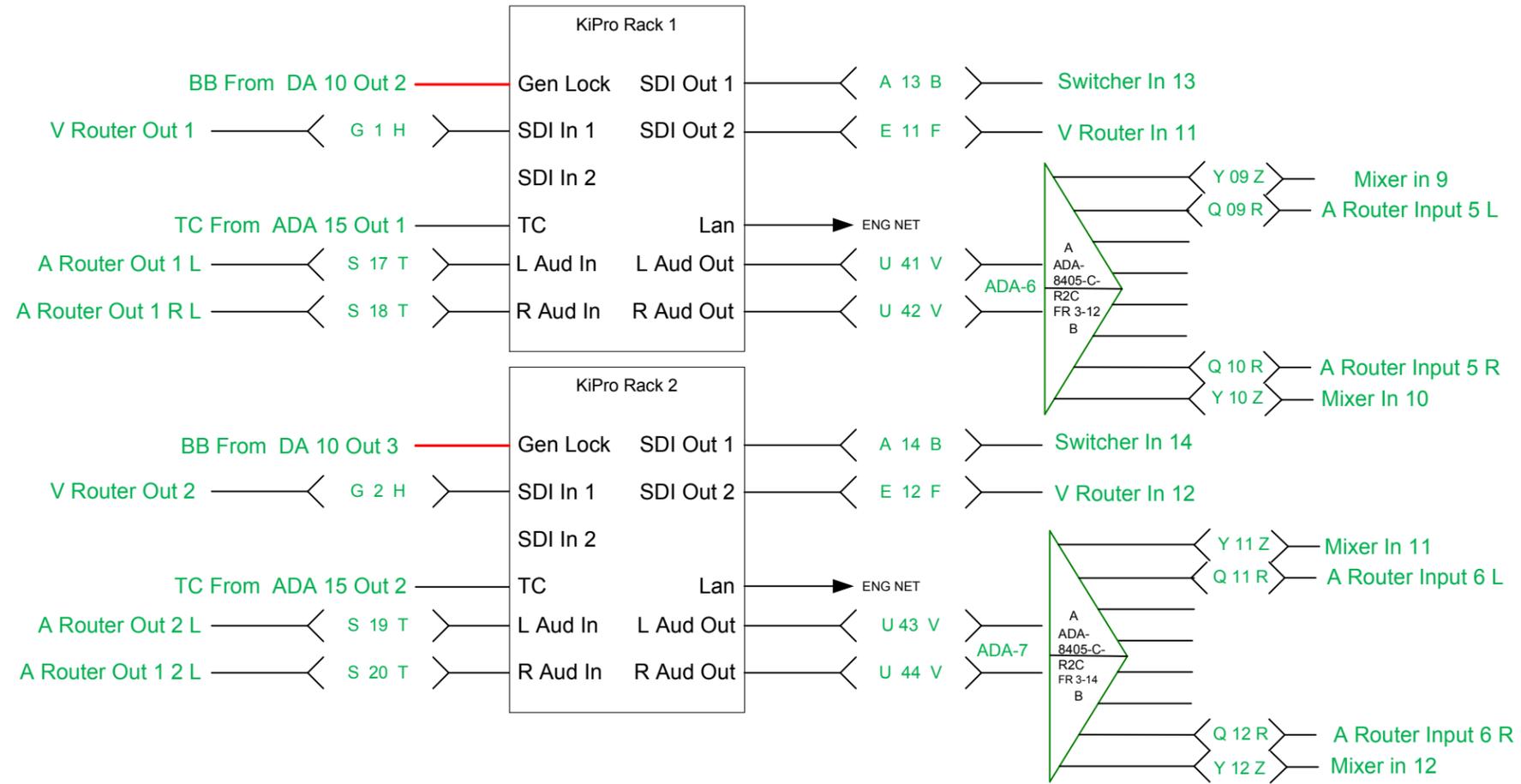
 Media / Broadcast Integration and Technical Services, Inc.	210 Hill Avenue Suite B Nashville, TN 37210 615.259.7880 FAX 615.259.7887	City of Murfreesboro	INFORMATION CONTAINED WITHIN AND/OR ATTACHED IS CONFIDENTIAL, AND IS THE INTELLECTUAL PROPERTY OF M/BITS AND The City of Murfreesboro AND AS SUCH, THIS INFORMATION MAY NOT BE USED FOR ANY PURPOSE OTHER THAN CONSTRUCTION OF THE SINGLE FACILITY DESCRIBED HEREIN WITHOUT WRITTEN PERMISSION FROM M/BITS, INC. AND The City of Murfreesboro	<p style="text-align: center;">Legend</p>	Version: City of Murfreesboro 08-06-15C.vsd
		ENGINEER: S. Garrity		DRAWN BY: S. Garrity	2 of 28

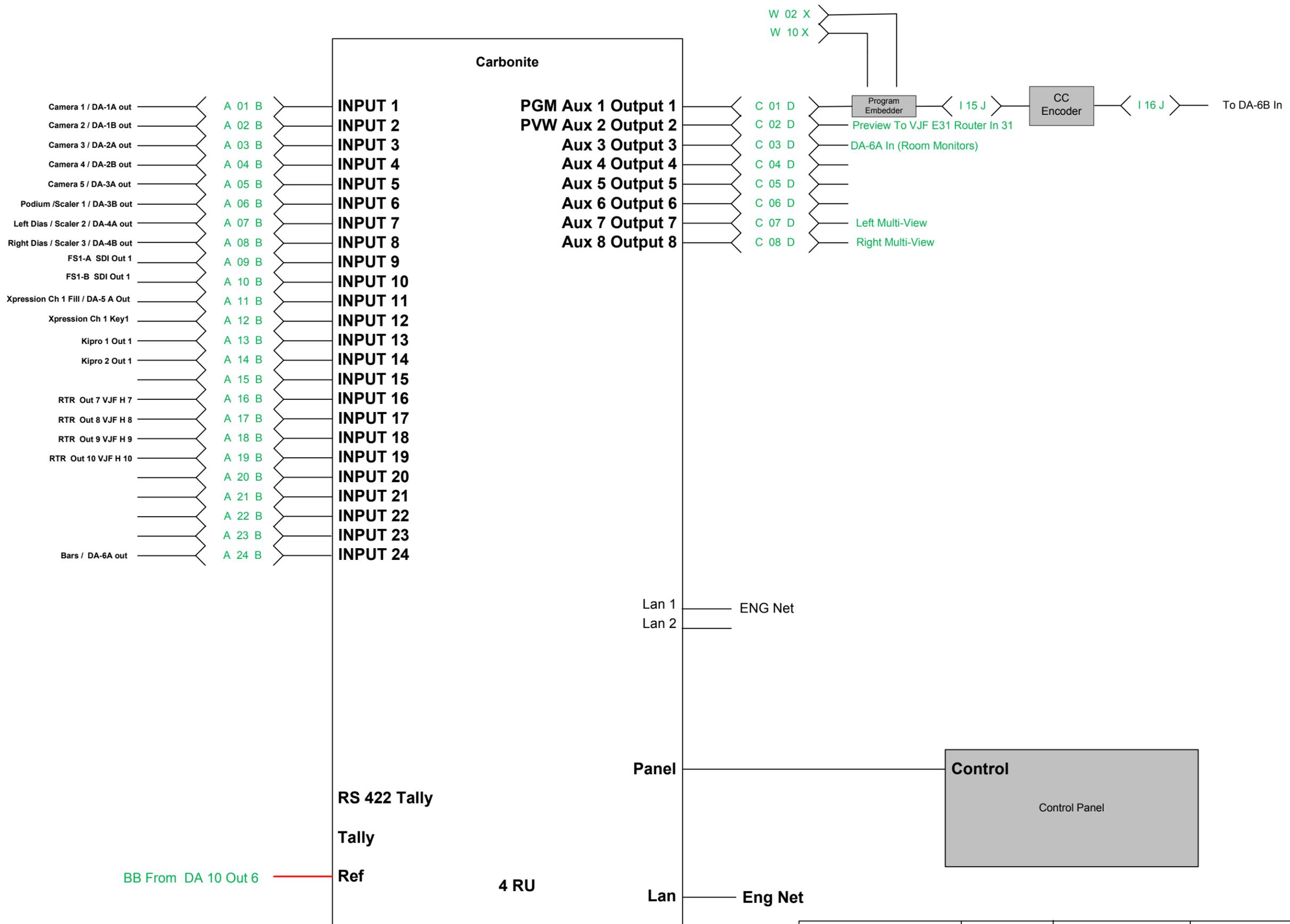


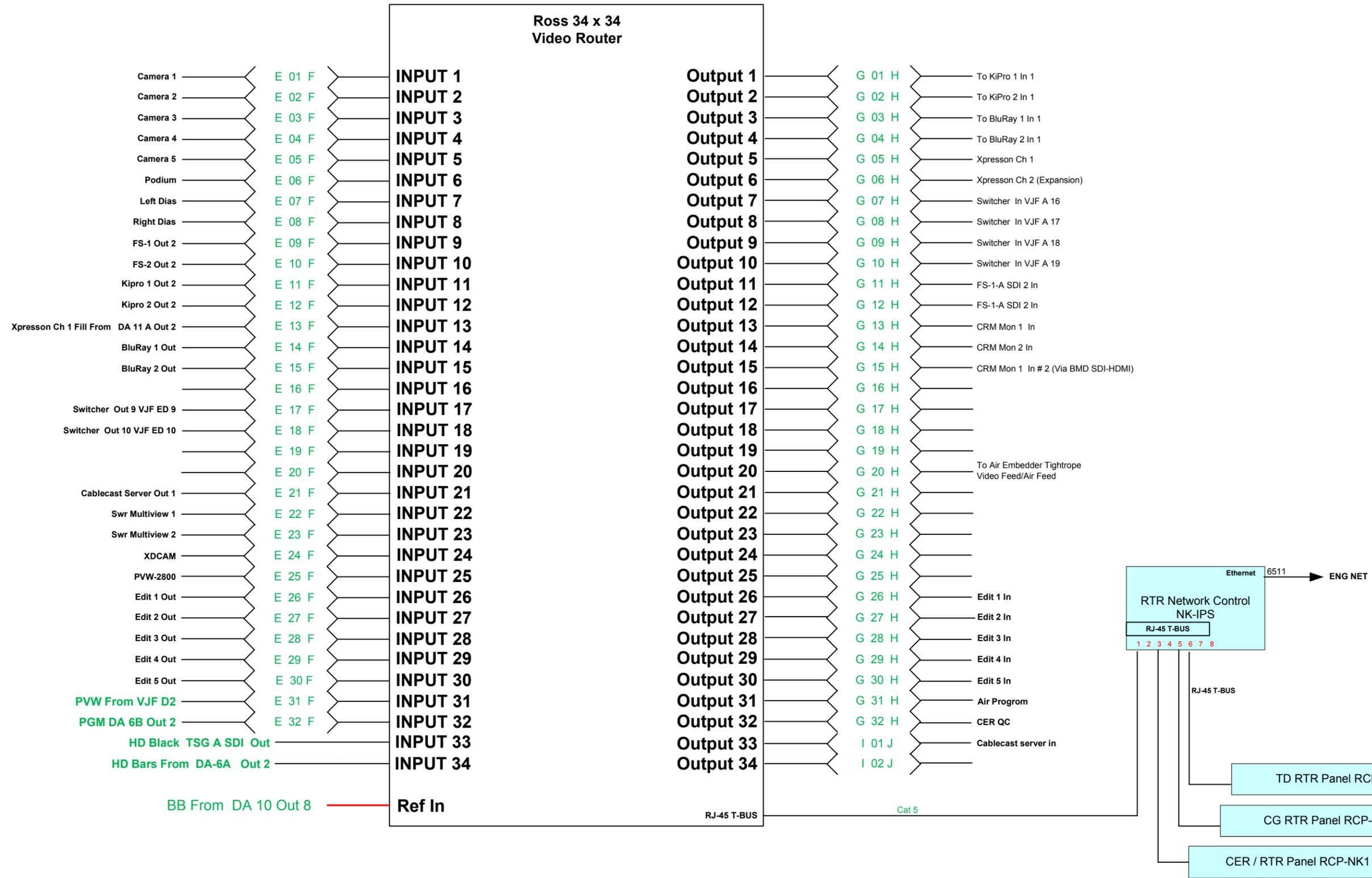
*1 – Cameras are powered via POE from CAMNET switch

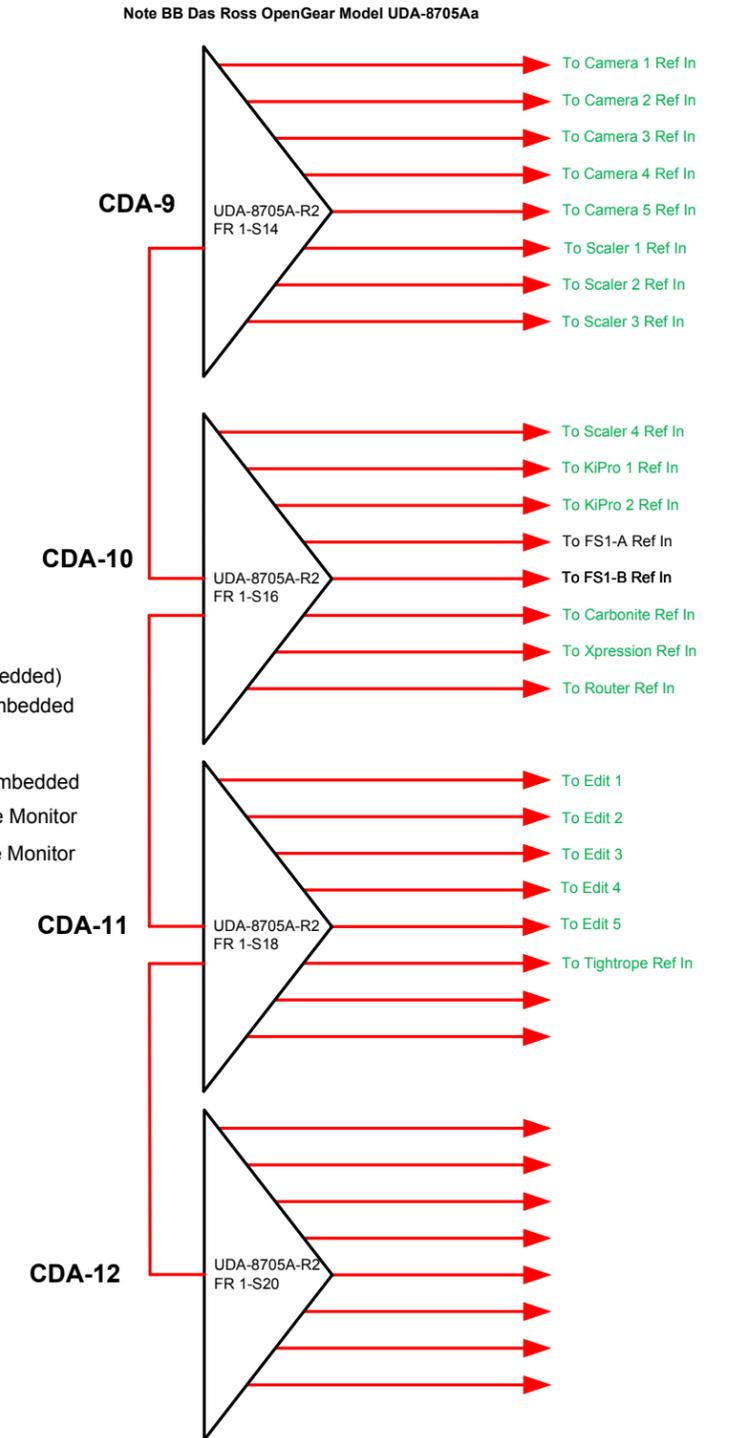
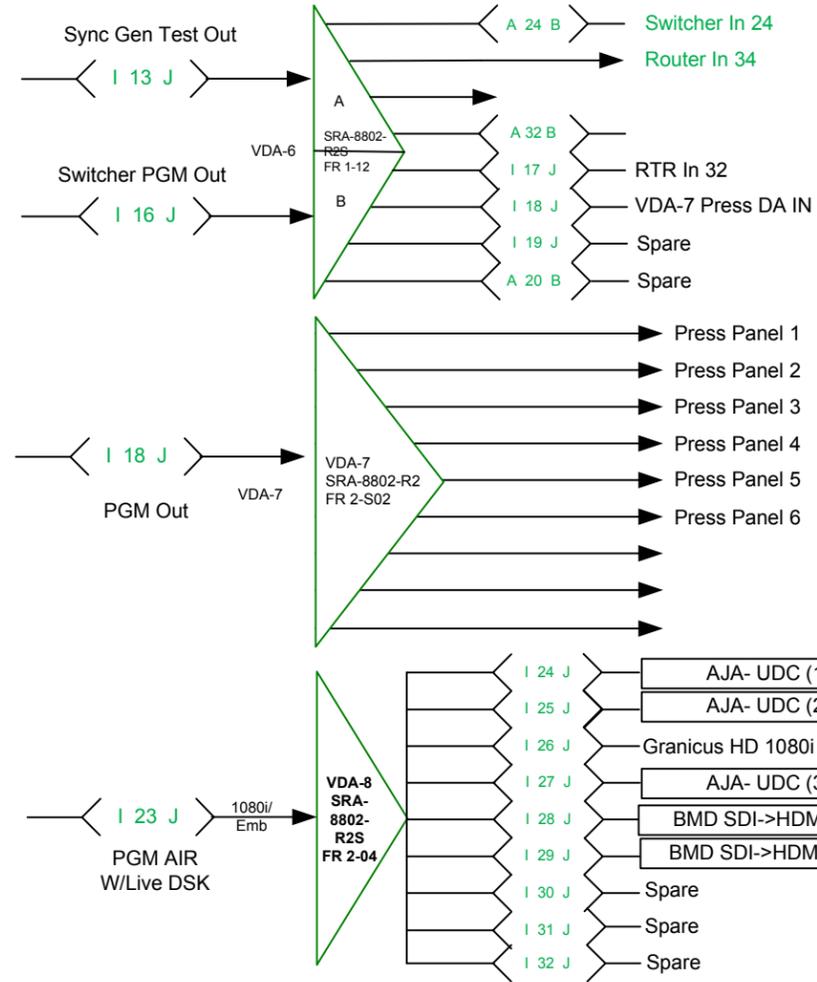
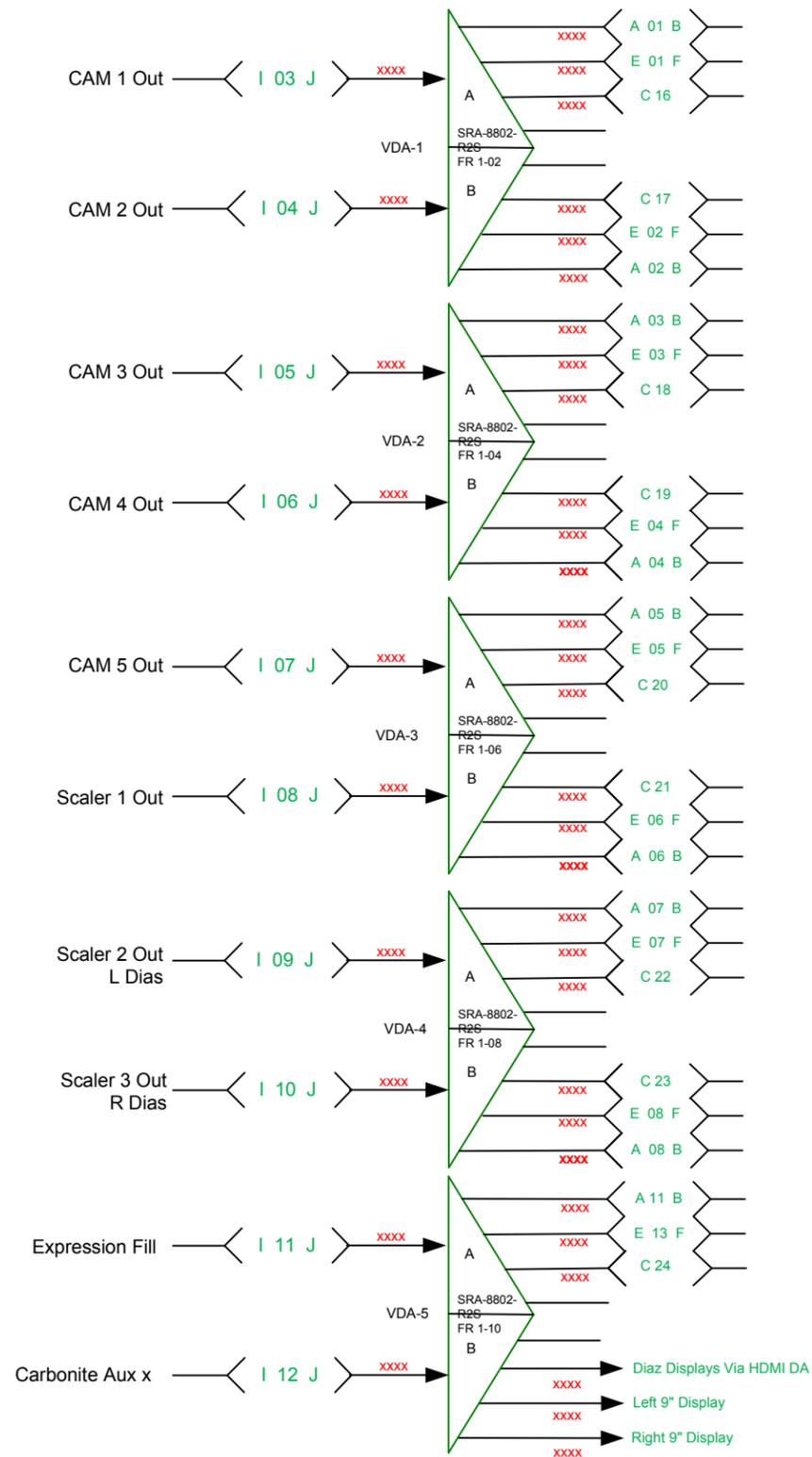




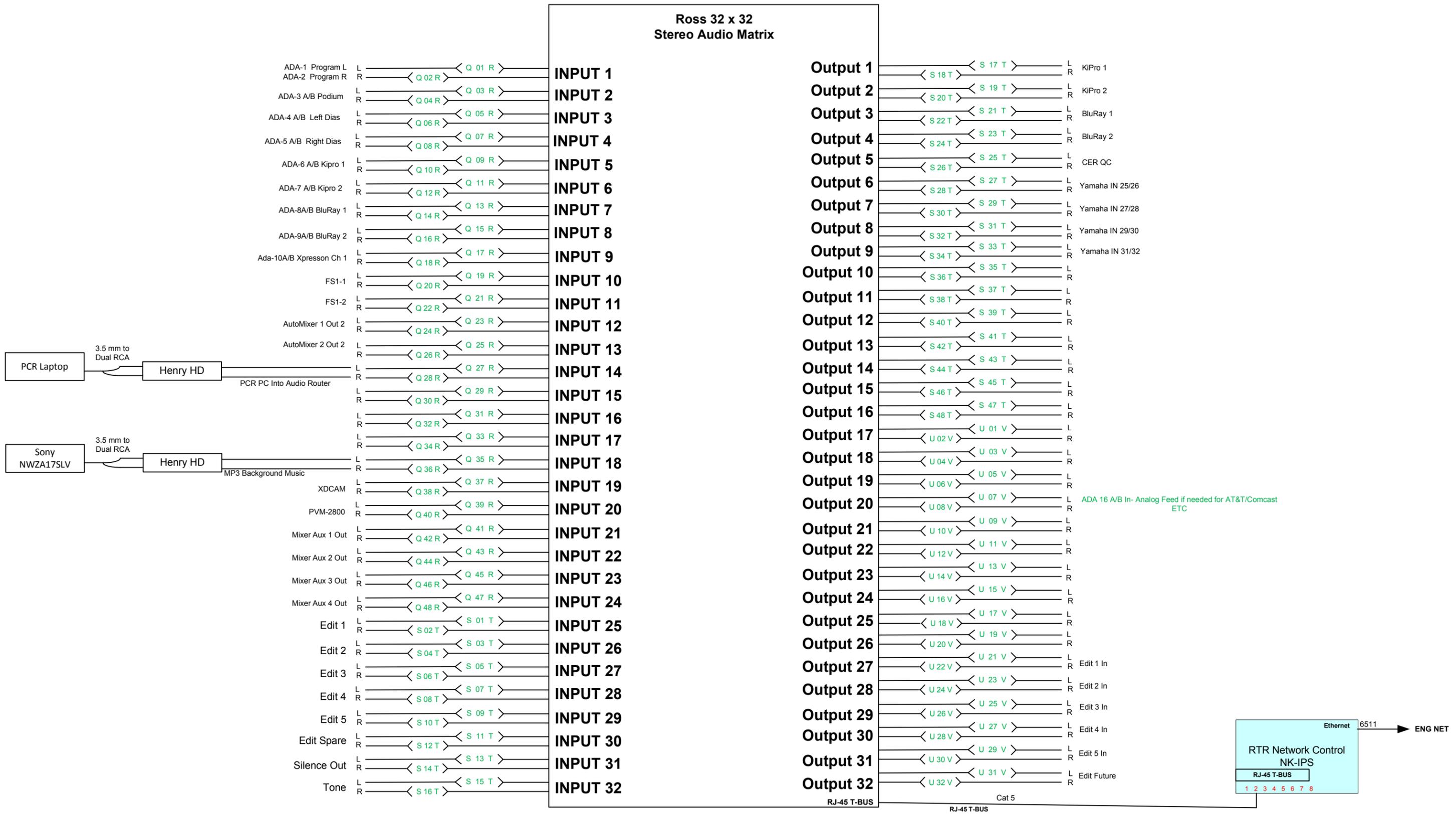


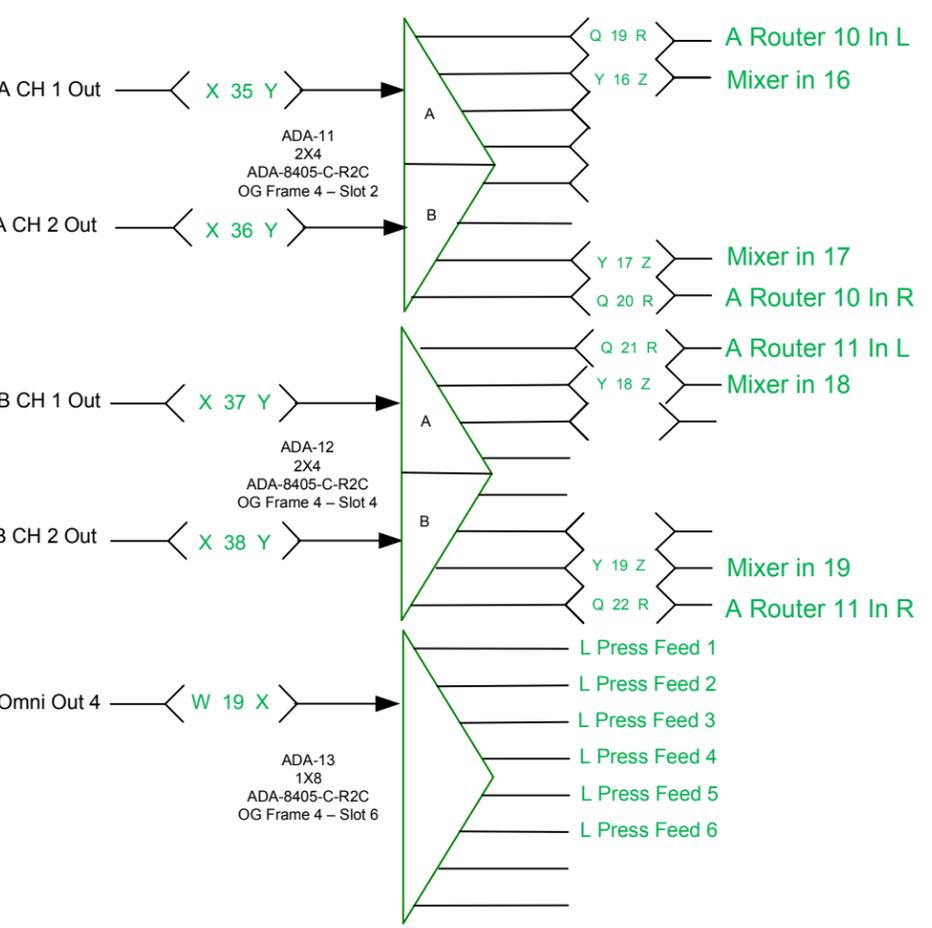
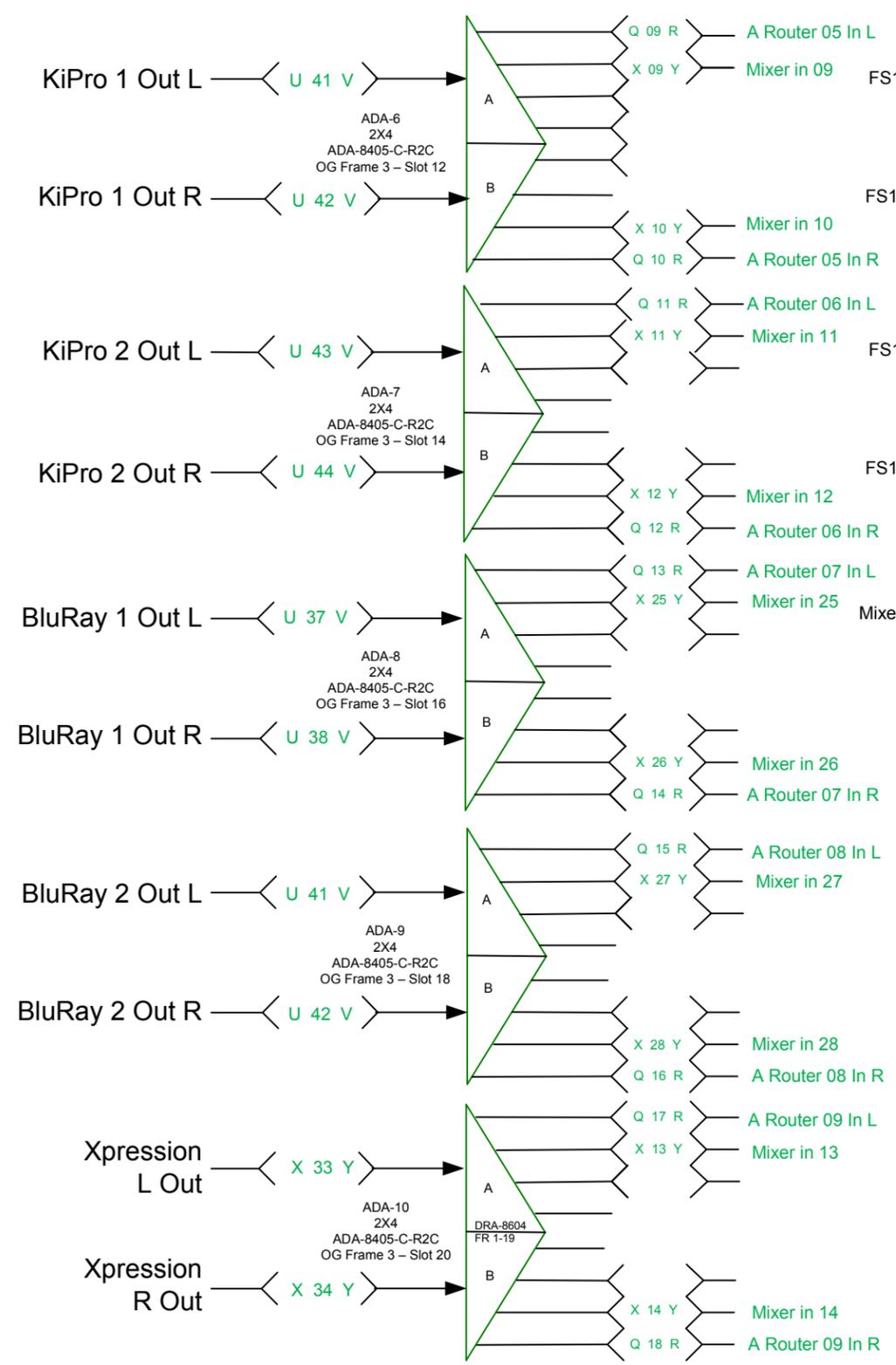
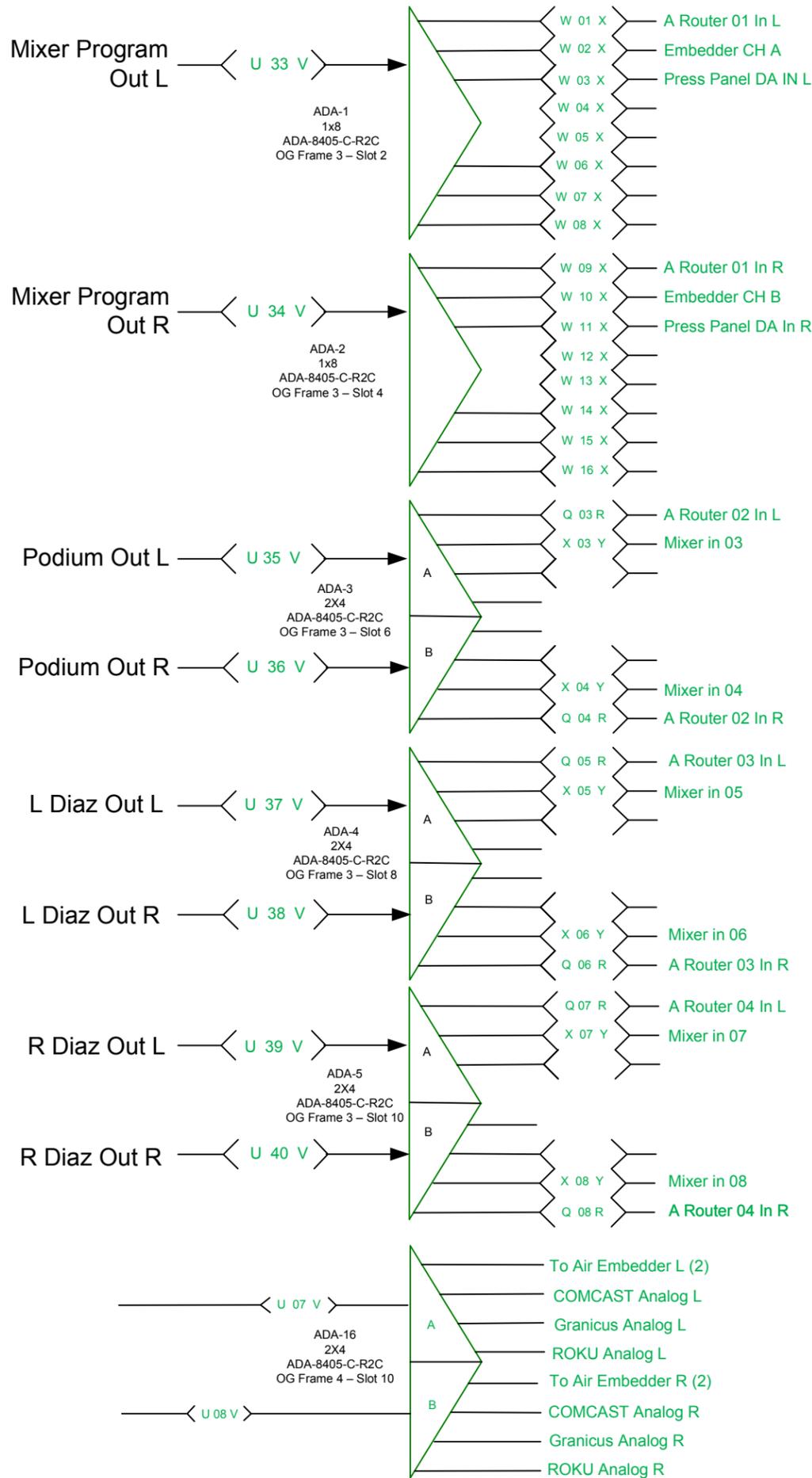


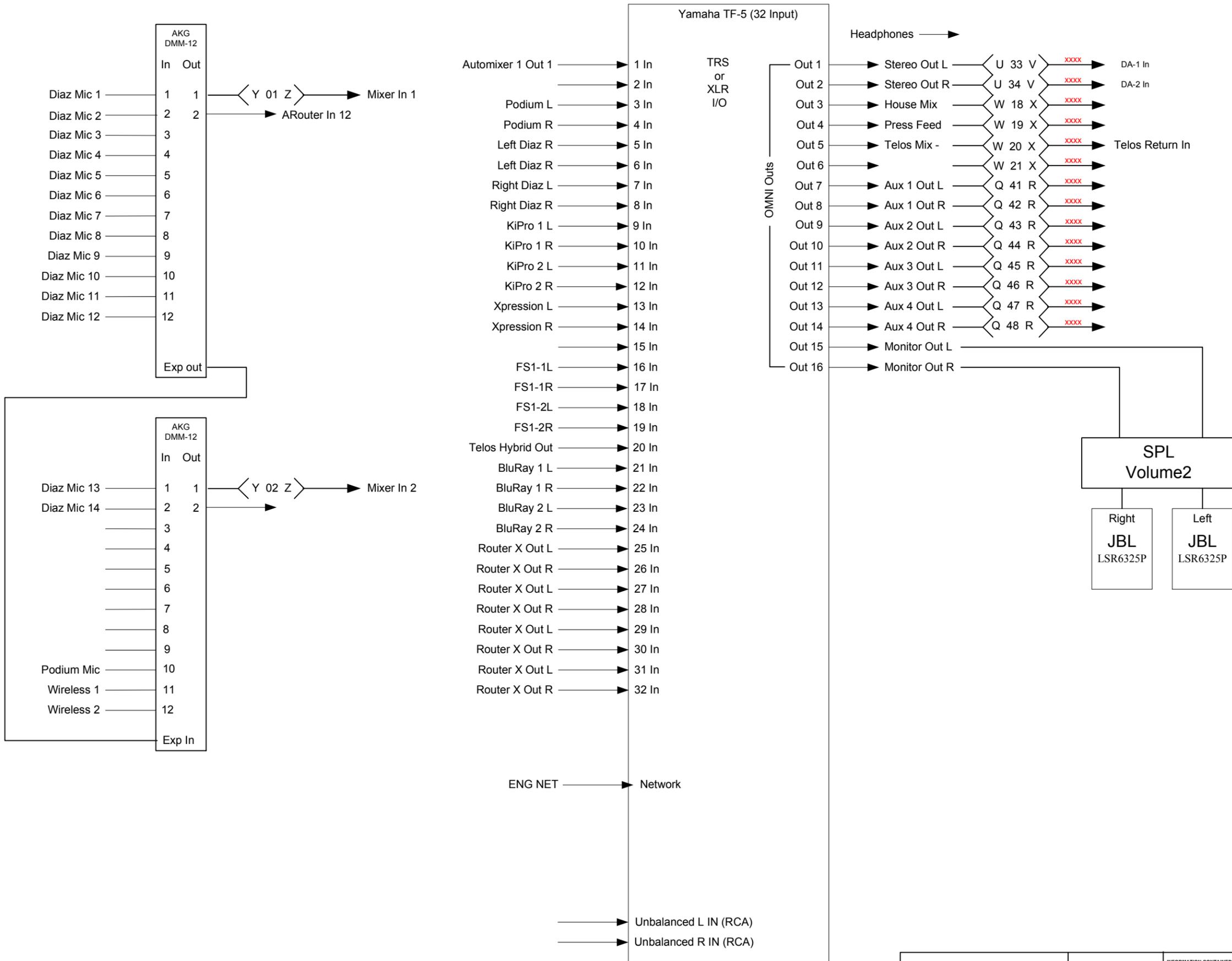




Note BB Das Ross OpenGear Model UDA-8705Aa

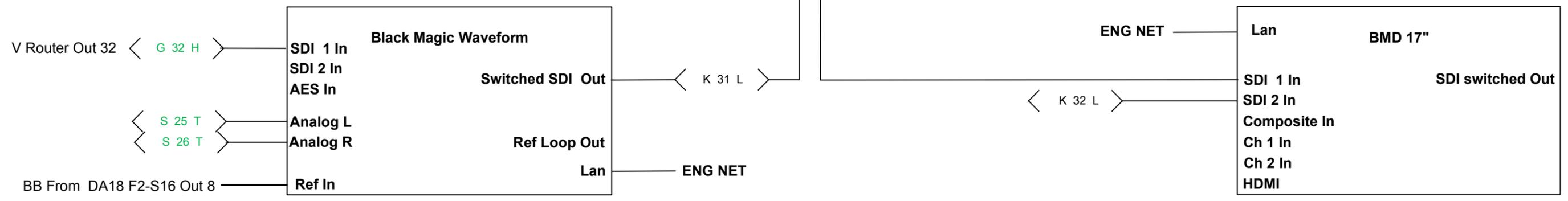




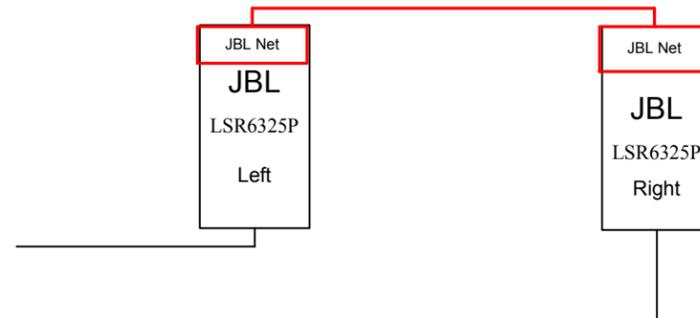
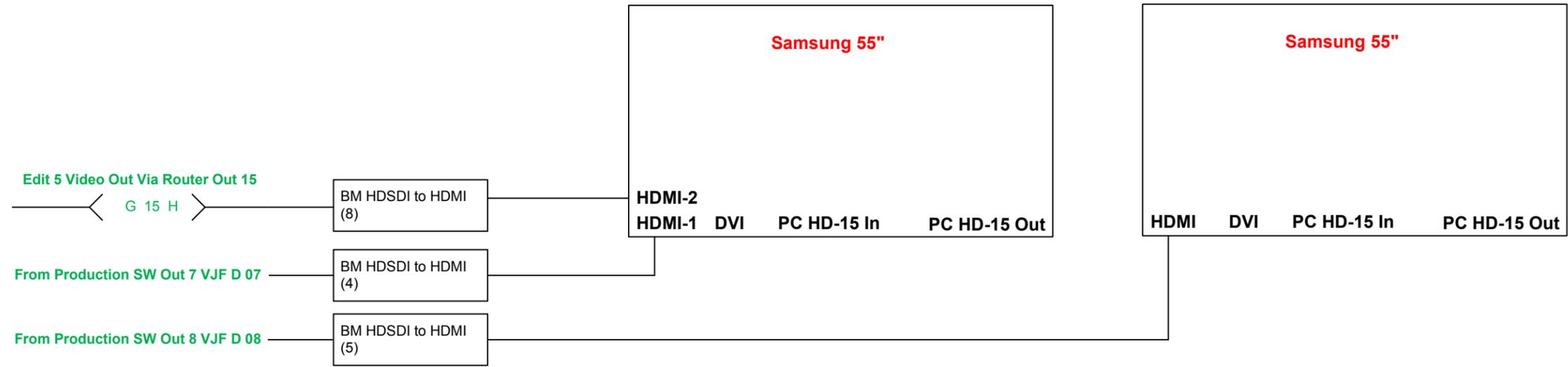


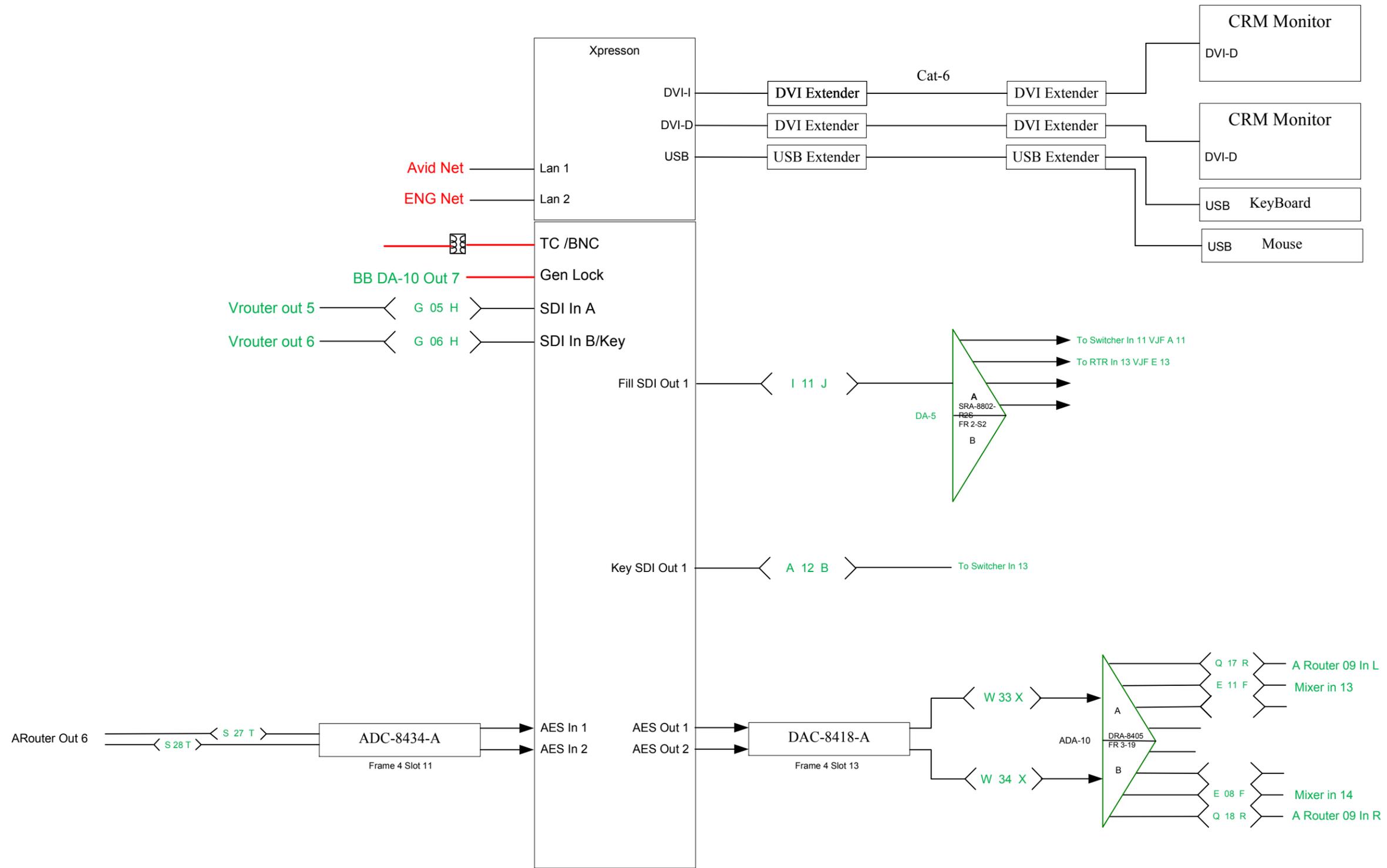
Monitor
Mouse / Keyboard

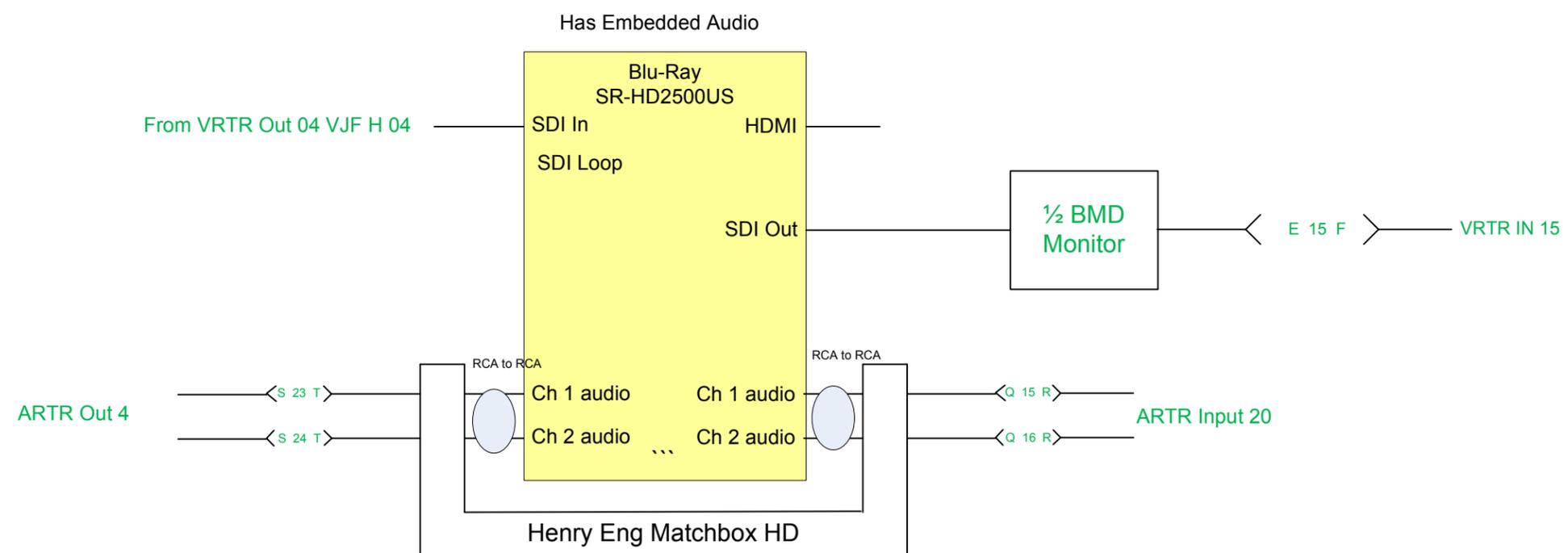
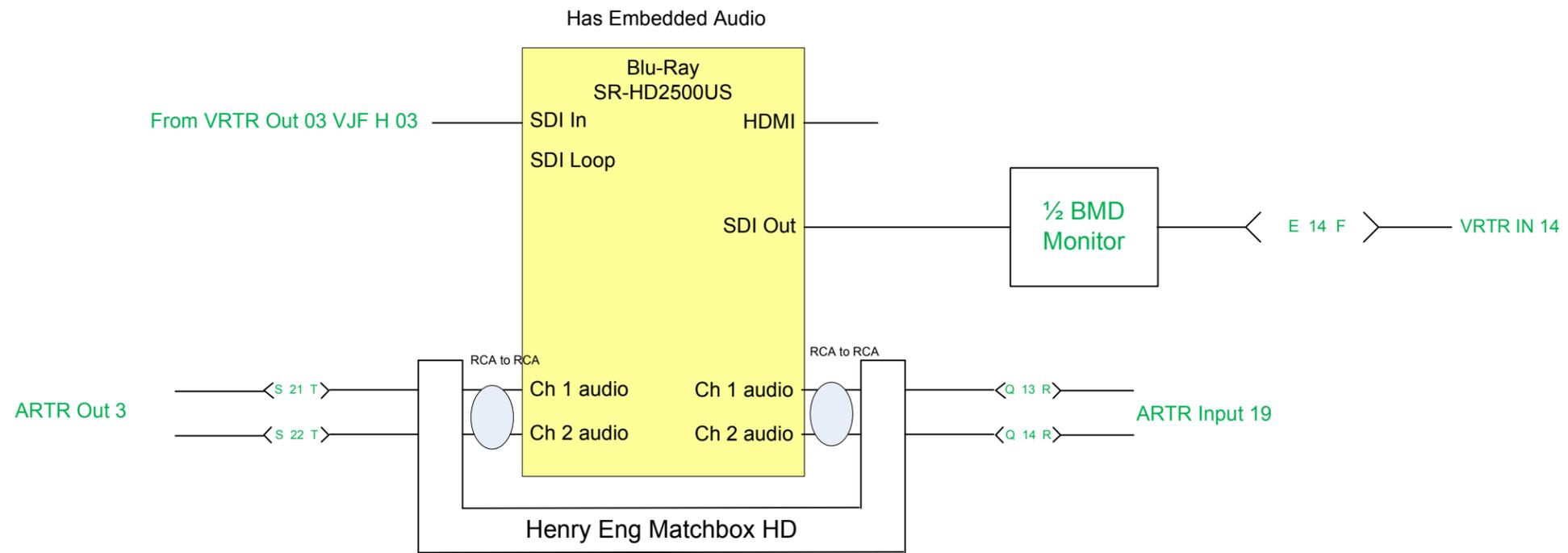
BlackMagic
Audio Monitor
SDI In
SDI Loop Out HDMI Out
AES In
Ch 1 In
Ch 2 In

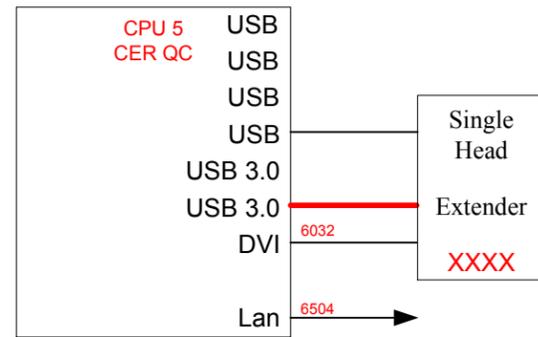


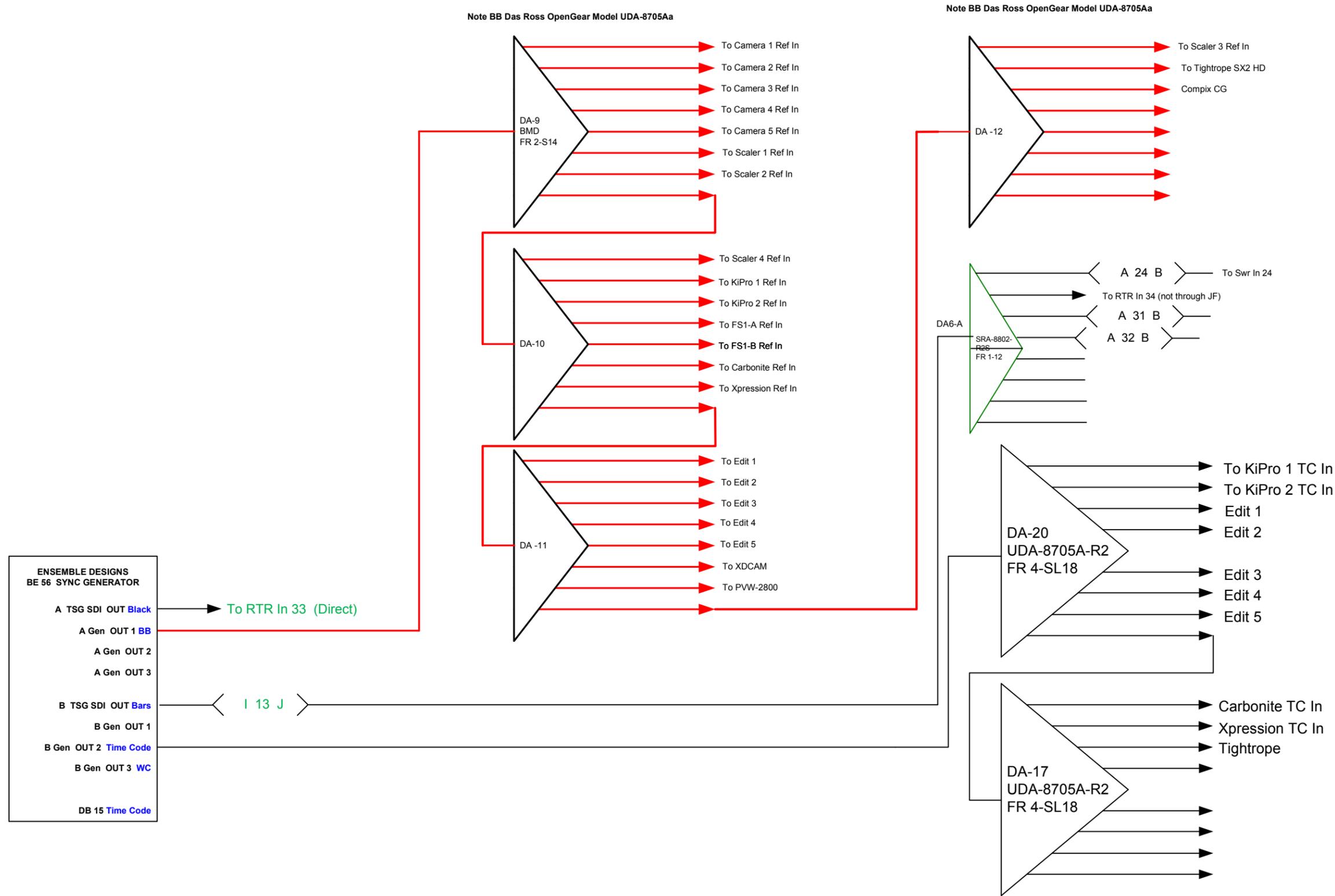
RTR Panel Ross RCP-NK1





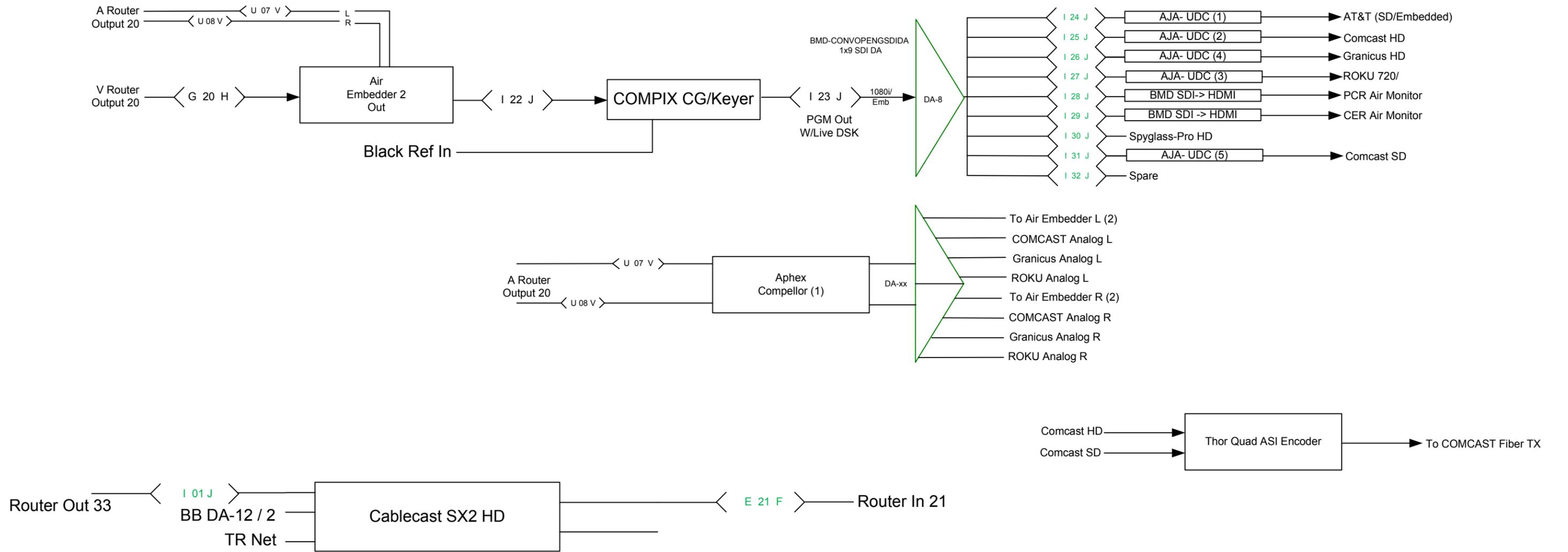


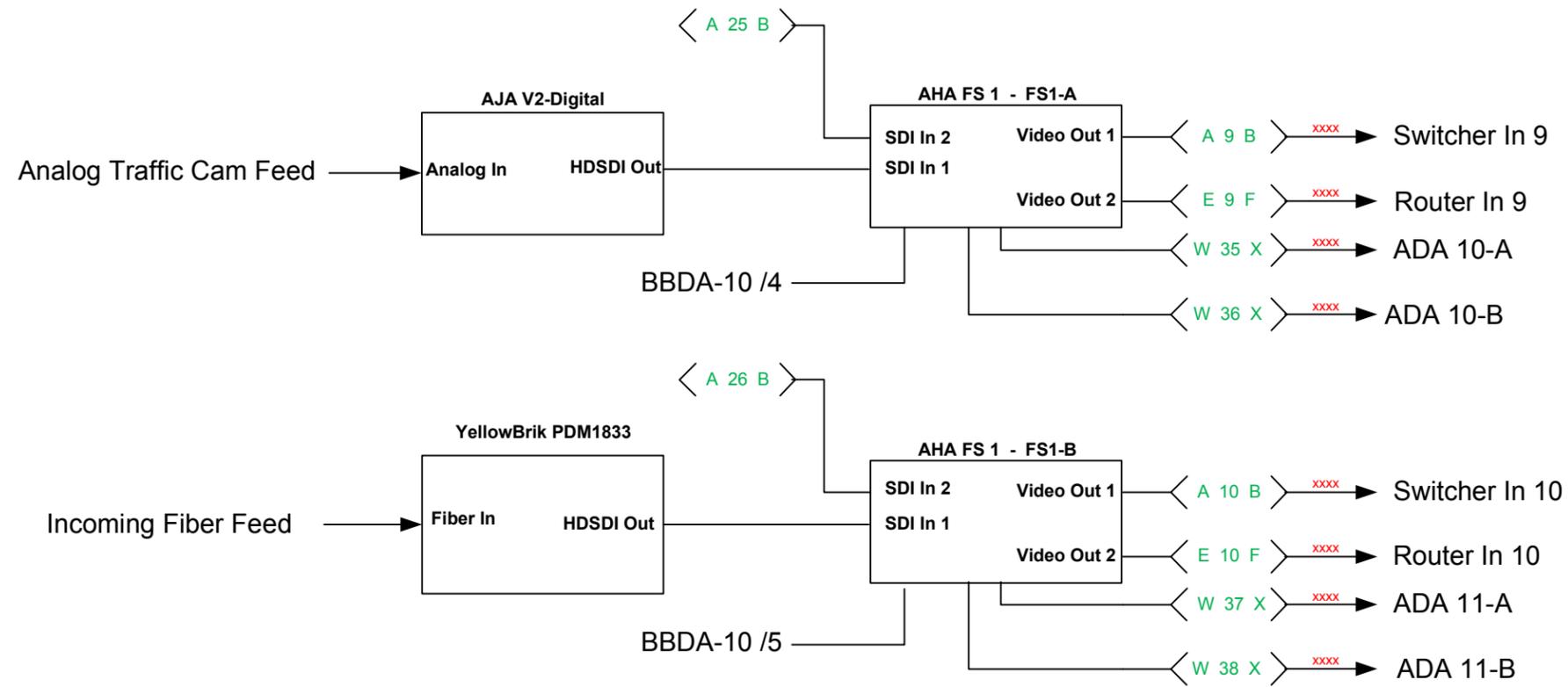


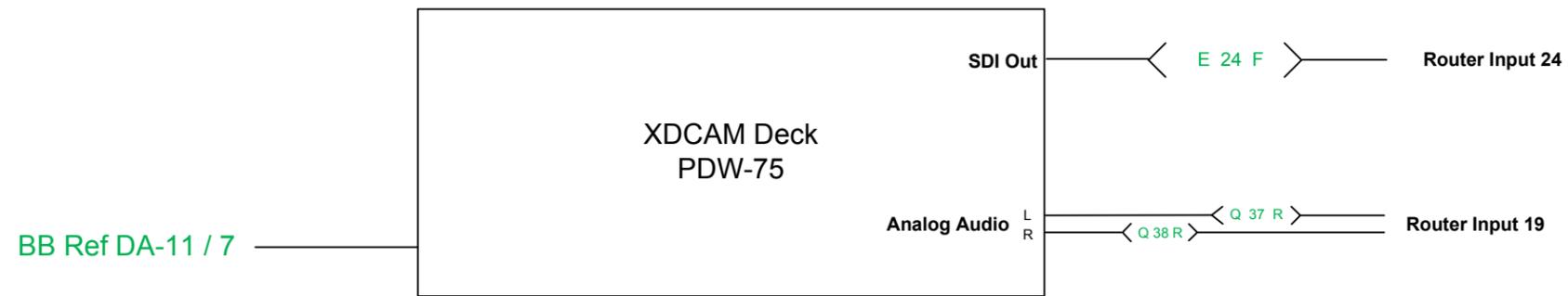
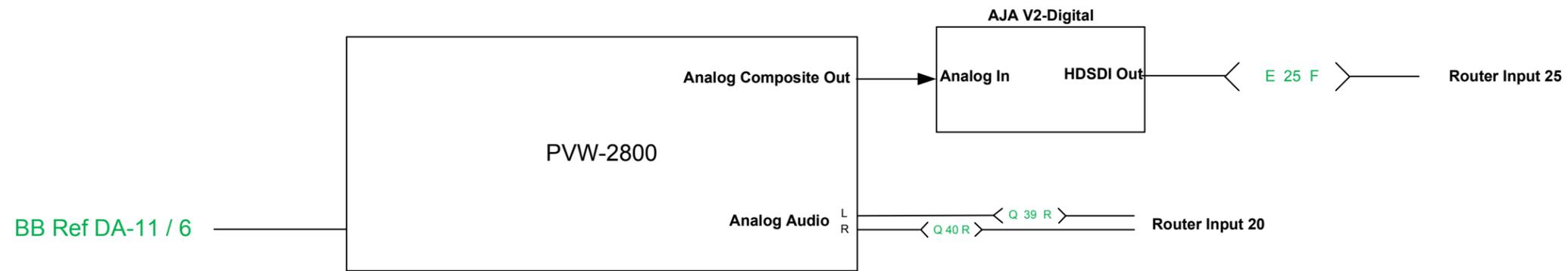


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43	Dell N 3024	43	43		43	43	Apantac 3500 (2) Dias L	43	43		43	43		43	43		43	43		
42		42	42		42	42	Apantac 3500 (3) Diaz R	42	42	FS-1 B	42	42		42	42		42	42		
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38	Mediacentral MCS Sever	38	38		38	38		38	38		38	38		38	38		38	38		
37		37	37		37	37	BMD Smartview HD 17"	37	37	Video Patch	37	37	Audio Patch	37	37		37	37		
36	Lookup Server	36	36		36	36			36	36	Video Patch	36	36	Audio Patch	36	36		36	36	
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20	Customer Mon Kybd Mouse	20	20		20	20		20	20	PVW 2800	20	20	XDCAM DECK	20	20		20	20		
19		19	19		19	19		19	19		19	19		19	19		19	19		
18		18	18		18	18	Blue-Ray 1	18	18		18	18		18	18		18	18		
17		17	17		17	17		17	17		17	17		17	17		17	17		
16		16	16		16	16		16	16		16	16		16	16		16	16		
15		15	15		15	15	Blue-Ray 2	15	15	BE-57 Sync Gen	15	15	CBL-CG330-SDI	15	15		15	15		
14		14	14		14	14		14	14		14	14	CableCast Pro	14	14		14	14		
13		13	13		13	13		13	13	Compix	13	13		13	13		13	13		
12		12	12		12	12		12	12		12	12	CableCast SX2 HD	12	12		12	12		
11		11	11		11	11	QC PC	11	11		11	11		11	11		11	11		
10		10	10		10	10		10	10		10	10		10	10		10	10		
9		9	9		9	9		9	9	Carbonite	9	9	Utility CPU	9	9		9	9		
8		8	8		8	8		8	8		8	8		8	8		8	8		
7		7	7		7	7		7	7		7	7		7	7		7	7		
6	ISIS 64 TB Engine	6	6		6	6		6	6		6	6	SpyGlass Pro HD	6	6		6	6		
5		5	5		5	5		5	5		5	5		5	5		5	5		
4		4	4		4	4	UPS	4	4	Xpression Graphics	4	4		4	4		4	4		
3		3	3		3	3		3	3		3	3		3	3		3	3		
2		2	2		2	2		2	2		2	2	Crown Amp	2	2		2	2		
1		1	1		1	1		1	1		1	1		1	1		1	1		
Rack 3		Rack 2		Rack 3		Rack 4		Rack 5		Rack 6		Rack 7								

1080i Program
/w Embedded Audio







Frame 1

1	VDA-1 A/B Ross Dual 1x4 SDI DA SFA-8802-R2S Camera 1 / 2	2		3	VDA-2 A/B Ross Dual 1x4 SDI DA SRA-8802-R2S Camera 3/4	4		5	VDA-3 A/B Ross Dual 1x4 SDI DA SRA-8802-R2S Camera 5 / Scaler 1 Podium	6		7	VDA-4 A/B Ross Dual 1x4 SDI DA SFA-8802-R2S Scaler 2/3 Left/Right Dias	8		9	VDA-5 A/B Ross Dual 1x4 SDI DA SFA-8802-R2S Xpression / Carbonite Aux 3	10		11	VDA-6 A/B Ross Dual 1x4 SDI DA SFA-8802-R2S Bars/Program	12		13	VDA-9 Ross 1x8 Analog Vid DA UDA-8705A-R2 Black Burst	14		15	VDA-10 Ross 1x8 Analog Vid DA UDA-8705A-R2 Black Burst	16		17	VDA-11 Ross 1x8 Analog Vid DA UDA-8705A-R2 Black Burst	18		19	VDA-12 Ross 1x8 Analog Vid DA UDA-8705A-R2 Black Burst	20	
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Frame 2

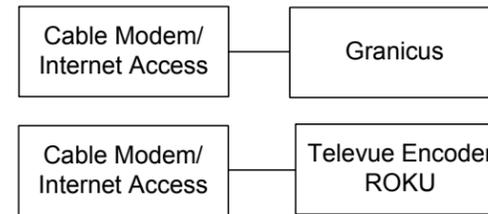
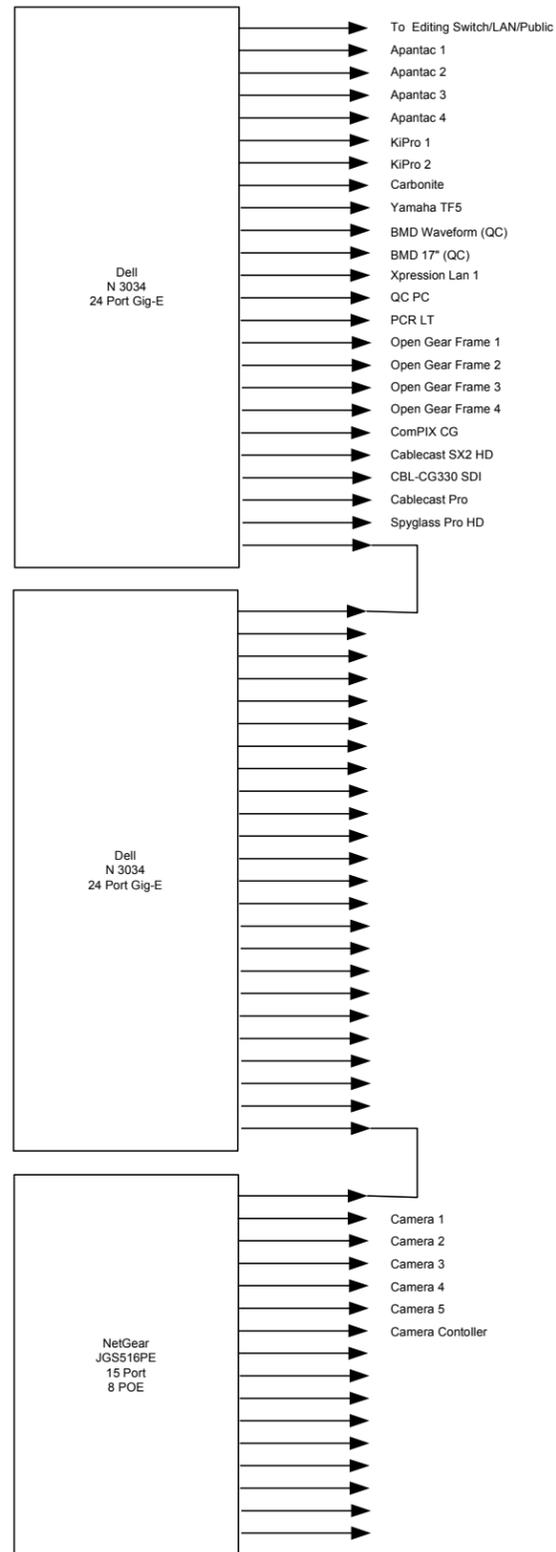
1	VDA-7 Ross 1x8 SDI DA SFA-8802-R2 Press Panel	2		3	VDA-8 Ross 1x8 SDI DA SRA-8802-R2 Air Program	4		5	Emb-1 Ross Embedder Analog Audio MUX-8258-4C-R2C Production Program	6		7	Emb-2 Ross Embedder Analog Audio MUX-8258-4C-R2C Air Program	8		9		10		11		12		13		14		15		16		17		18		19		20	
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Frame 3

1	ADA-1 Ross 1x8 DA Analog Audio DA ADA-8405-C-R2C Program L	2		3	ADA-2 Ross 1x8 Analog Audio DA ADA-8405-C-R2C Program Right	4		5	ADA-3 A/B Ross 2x4 Analog Audio DA ADA-8405-C-R2C Podium L/R	6		7	ADA-4 A/B Ross 2x4 Analog Audio DA ADA-8405-C-R2C Left Diaz L/R	8		9	ADA-5 A/B Ross 2x4 Analog Audio DA ADA-8405-C-R2C Right Diaz L/R	10		11	ADA-6 A/B Ross 2x4 Analog Audio DA ADA-8405-C-R2C Kipro 1 L/R	12		13	ADA-7 A/B Ross 2x4 Analog Audio DA ADA-8405-C-R2C Kipro 2 L/R	14		15	ADA-8 A/B Ross 2x4 Analog Audio DA ADA-8405-C-R2C BluRay 1 L/R	16		17	ADA-9 A/B Ross 2x4 Analog Audio DA ADA-8405-C-R2C BluRay 2 L/R	18		19	ADA-10 A/B Ross 2x4 Analog Audio DA ADA-8405-C-R2C Xpression L/R	20	
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Frame 4

1	ADA-11 Ross 1x8 DA Analog Audio DA ADA-8405-C-R2C FS1-A L/R	2		3	ADA-12 Ross 1x8 Analog Audio DA ADA-8405-C-R2C FS1-B L/R	4		5	ADA-13 Ross 1x8 Analog Audio DA ADA-8405-C-R2C Mix Omni 4 - Press	6		7		8		9	ADA-16 Ross 2x4 Analog Audio DA ADA-8405-C-R2C Air Audio	10		11	AES 1 Ross Analog to AES ADC-8434-A Xpression Input Conversion	12		13	AES 2 Ross Analog to Analog DAC-8418-A Xpression Our Conversion	14		15		16		17	TCDA-15 Ross 1x8 Time Code DA ADA-8405-C-R2C Time Code	18		19	TCDA-17 Ross 1x8 Time Code DA ADA-8405-C-R2C Time Code	20	
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C1-C5 are Panasonic AW-HE130 – Ethernet Power and Control w rBB ref & HDSOI Out to CER

C1 & C3 are mounted on or against the end of the Diaz – Wrap install to meet esthetic requirements of client

C2 is high center wall mount for reverse view of gallery and speaker at Podium

C4 & C5 are high Wall Mount in rear centered and separated at ~ 24 inches

D1 & D2 are 90" Sharp LCD Displays. Mount is a recessed Chief mount with articulating head. Monitors should tilt down to avoid reflection of lighting. Centered at point of existing displays and mounted slightly higher to accommodate increased size.

Podium replacing existing podium at same location all wiring routed through floor to CER- Podium output over single HDMI interface.

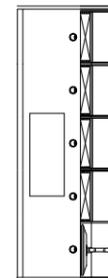
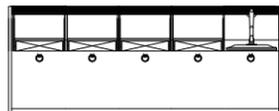
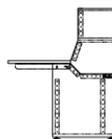
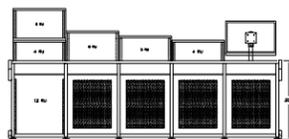
All wiring pathways to new CER location

Podium

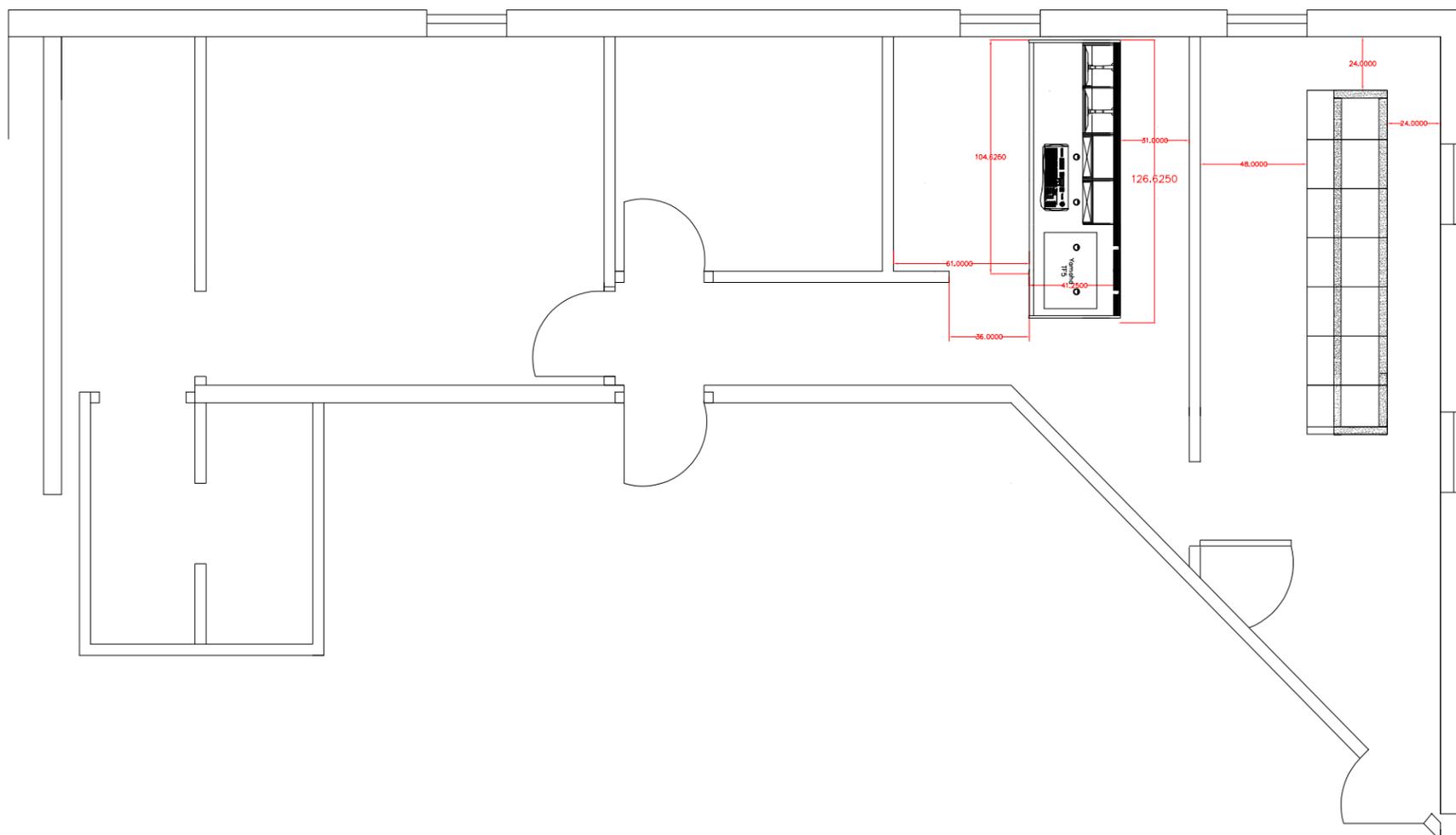
C4

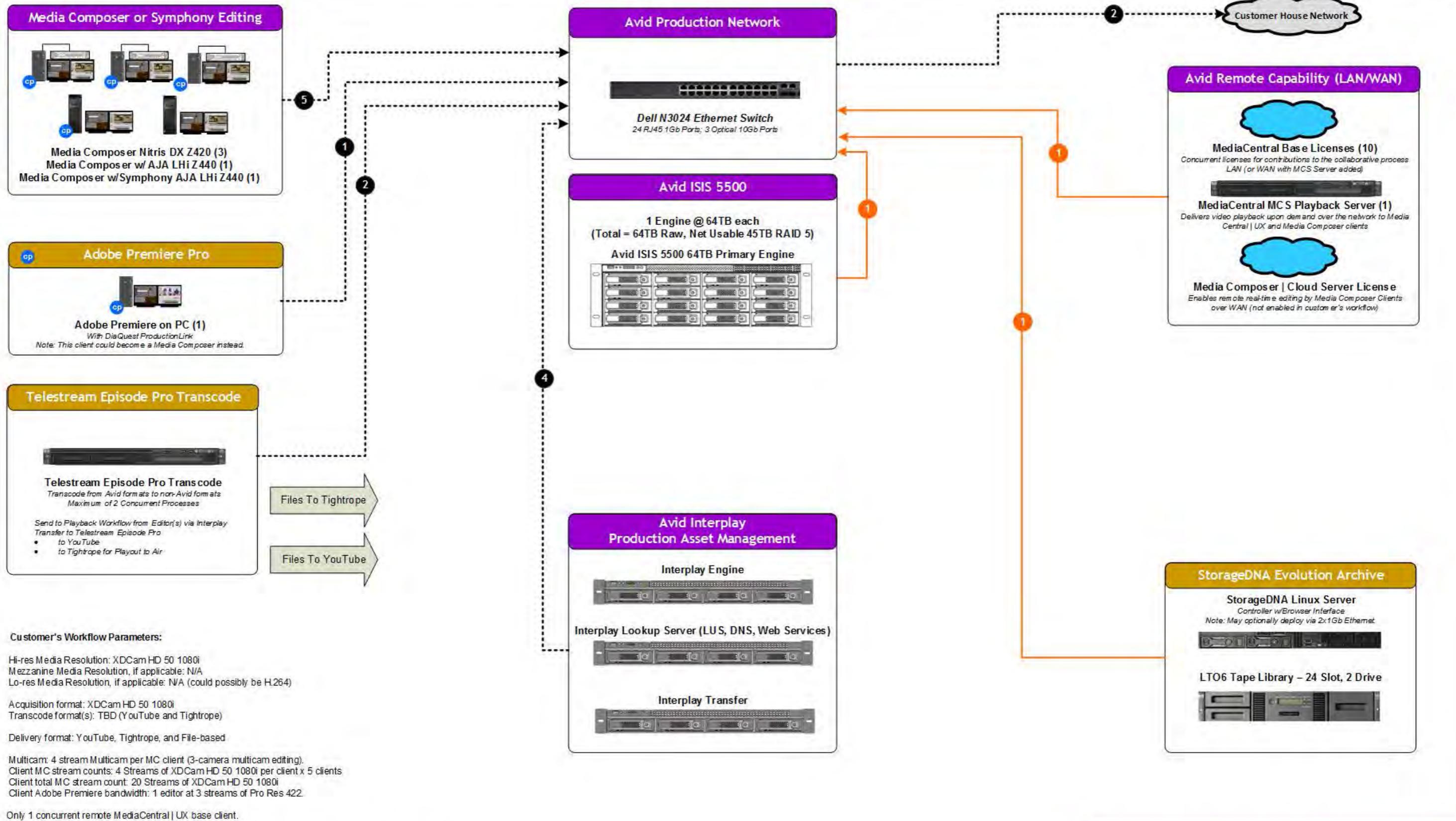
C5

 Media / Broadcast Integration and Technical Services, Inc.	210 Hill Avenue Suite B Nashville, TN 37210 615.259.7850 FAX 615.259.7887	City of Murfreesboro	INFORMATION CONTAINED WITHIN AND/OR ATTACHED IS CONFIDENTIAL, AND IS THE INTELLECTUAL PROPERTY OF MBITS AND THE CITY OF MURFREESBORO AND AS SUCH, THIS INFORMATION MAY NOT BE USED FOR ANY PURPOSE OTHER THAN CONSTRUCTION OF THE SINGLE FACILITY DESCRIBED HEREIN WITHOUT WRITTEN PERMISSION FROM MBITS, INC. AND THE CITY OF MURFREESBORO	Council Meeting Room		Version: City of Murfreesboro 08-06-15C-vrad
				ENGINEER: S. Gentry	DRAWN BY: S. Gentry	



City Of Murfreesboro
 Production Console
 Standard Moro Console
 3 4RU Bridges
 3 Articulating Monitor Mounts
 Outout for small Carbonite
 model yet to be determined





Customer's Workflow Parameters:

Hi-res Media Resolution: XDCam HD 50 1080i
 Mezzanine Media Resolution, if applicable: N/A
 Lo-res Media Resolution, if applicable: N/A (could possibly be H.264)

Acquisition format: XDCam HD 50 1080i
 Transcode format(s): TBD (YouTube and Tightrope)

Delivery format: YouTube, Tightrope, and File-based

Multicam: 4 stream Multicam per MC client (3-camera multicam editing).
 Client MC stream counts: 4 Streams of XDCam HD 50 1080i per client x 5 clients
 Client total MC stream count: 20 Streams of XDCam HD 50 1080i
 Client Adobe Premiere bandwidth: 1 editor at 3 streams of Pro Res 422.

Only 1 concurrent remote MediaCentral | UX base client.
 No Media Composer Cloud remote editing implementation.

- 1 StorageDNA Evolution ARchive (2-drives, 10Gb connection that can be throttled to suit bandwidth)
- 1 Telestream Episode Pro (10 hrs./wk. of transcodes w/no urgency per transcode)
- 1 Interplay Transfer (for YouTube and Tightrope).

Avid ISIS Interplay System Overview
 Customer: City of Murfreesboro

1000BaseT Ethernet - Copper Cat6	----->	New Avid Gear	ni	Customer Provided	cp	Phase 1 Deployment	p1	Interplay Facility Bundle	fb
10 Gigabit Ethernet - Optical Multimode Duplex	====>	Optional	op	Re-purposed equipment	re	Phase 2 Deployment	p2	Interplay Starter Bundle	isb
10 Gigabit Ethernet - Optical Singlemode Duplex	====>	Hardware Upg.	u	Spare equipment	sp	Phase 3 Deployment	p3		
Number of individual signal paths	ni								
Video interface signal paths	ni								

Note: Detailed connections not shown.



CITY of MURFREESBORO

Transportation Department

111 WEST VINE STREET

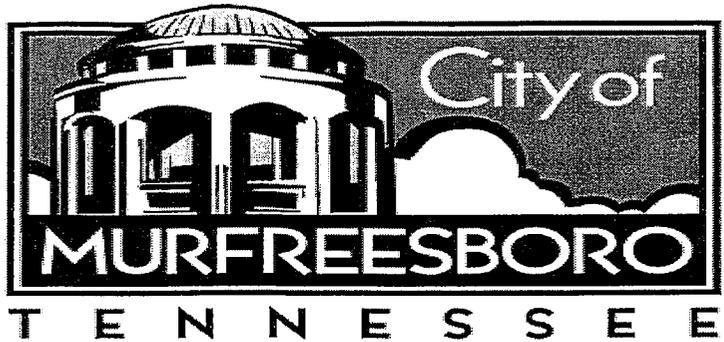
POST OFFICE BOX 1139

MURFREESBORO, TENNESSEE 37133-1139

PHONE 615 893-6441

FAX 615 849-2606

www.murfreesborotn.gov



CONSENT AGENDA

March 31, 2016

Honorable Mayor and Members of City Council

RE: Contract: 75UROP-S3-008 Between the City of Murfreesboro and Tennessee Department of Transportation for State Operating Capital Funds

Background

The City of Murfreesboro's Public Transportation System was awarded 5307 Small Urban funding in the amount of \$316,195.00 federal for Operational activities FY-14/15. This Federal funding required \$316,195.00 in non-federal matching dollars. This state contract is for the provision of \$220,000.00 of the non-federal matching dollars not yet invoiced to the state. Local funds have provided the remaining match of \$55,000.00.

Fiscal Impact

The Federal, State and local funds for Operational activities are budgeted in the City's FY 14/15 budget under public transit operating costs in the line item amount of \$1,333,313 from the Transportation Department.

Concurrences

This project is contained in the Metropolitan Planning Organization's (MPO) 2014-2017 Transportation Improvement Program (TIP).

Recommendation

I recommend the City Council approve this contract between the City of Murfreesboro and TDOT for the provision of \$220,000.00 in State matching funds and authorize the Mayor to execute these contracts on behalf of the City.

Attachments

Respectfully submitted,

Nellie B. Patton
Assistant Transportation Director



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date July 1, 2015	End Date June 30, 2016	Agency Tracking # 40100-23716	Edison ID		
Grantee Legal Entity Name City of Murfreesboro			Edison Vendor ID 4110		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA #	Grantee's fiscal year end June 30		
Service Caption (one line only) FY 15 UROP – state operating assistance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
16	\$220,000.00				\$220,000.00
TOTAL:	\$220,000.00				\$220,000.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		State only funds awarded by formula using urban area population for urban area operating assistance.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE - GG</i>		
Speed Chart (optional) TX00231415		Account Code (optional) 71302000			

Edison Address ID #3

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

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

Grantee Edison Vendor ID #4110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall utilize these funds for capital (included but not limited to acquisition of buses, vans, preventative maintenance, radio communication) and operating assistance (included but not limited to salaries, wages, fringe benefits, travel and training) to meet transit needs in urban areas.
- A.3. The Grantee shall utilize these funds for capital and operating assistance to meet transit needs in urban areas. Funds are based on populations reported in the 2010 census. Capital projects include but are not limited to acquisition of buses, vans, preventative maintenance, radio communications, and equipment. Operating assistance includes but is not limited to overhead expenses, salaries, wages, fringe benefits, travel and training.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2015 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Twenty Thousand Dollars and No Cents (\$220,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as

they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation
 Division of Multimodal Transportation Resources
 505 Deaderick Street
 Suite 1800, James K. Polk Bldg.
 Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Transportation, Division of Multimodal Transportation Resources Agency.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be

construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to

terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

George Mitchell, Transportation Program Supervisor
 Multimodal Transportation Resources Division
 505 Deaderick Street, Suite 1800 J.K. Polk Bldg.
 Nashville, Tennessee 37243
george.mitchell@tn.gov
 Telephone Number: (615) 253-1044
 FAX Number: (615) 253-1482

The Grantee:

Nellie Patton, Assistant Transportation Director
 City of Murfreesboro
 111 West Vine Street
 P.O. Box 1139
 Murfreesboro, TN 37133
npatton@murfreesborotn.gov
 Telephone Number: (615) 893-6441
 FAX Number: (615) 649-2606

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is

NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

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

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction

over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions

agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. T.C.A. Section 13-10-107 Compliance.
- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");

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

E.5. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.6. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

GRANTEE SIGNATURE

DATE

SHANE McFARLAND, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

CRAIG D. TINDALL
CITY ATTORNEY



DATE

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

DATE

JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE

**Attachment One
UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET**

	STATE SHARE	FEDERAL SHARE	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT					
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT	\$220,000.00	\$0.00	\$220,000.00	\$55,000.00	\$275,000.00
30.xx.xx Operating Assistance					
SCOPE—RURAL TRANSIT ASST PROGRAM					
43.5x.xx Rural Transit Assistance Program					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99x-nn					
SCOPE - OTHER					
xx.xx.xx - Other					
GRAND TOTAL	\$220,000.00	\$0.00	\$220,000.00	\$55,000.00	\$275,000.00

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: OPERATING	State	Federal	Grant Contract	Grantee	Total Project
30.00.00 Operating Assistance -- 80% TDOT	\$220,000.00	\$0.00	\$220,000.00	\$55,000.00	\$275,000.00
TOTAL	\$220,000.00	\$0.00	\$220,000.00	\$55,000.00	\$275,000.00

ATTACHMENT TWO

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 4110

Is Grantee Legal Entity Name a parent? Yes No

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

Is Grantee Legal Entity Name a child? Yes No

If yes, complete the fields below.

Parent entity's name: City of Murfreesboro

Parent entity's tax identification number: 62-6000374

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

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

Parent entity's contact information

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

Address: PO Box 1139

Phone number: 615-893-5210

Email address: mwright@murfreesborotn.gov

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



... creating a better quality of life

March 24, 2016

CONSENT AGENDA

HONORABLE MAYOR AND MEMBERS OF MURFREESBORO CITY COUNCIL

RE: Purchase of Elgin 2016 Crosswind Street Sweeper for the Street Department

As an item for the consent agenda, I respectfully request approval to purchase the above-referenced Elgin Crosswind Street Sweeper under the National Joint Powers Alliance (NJPA) Master Agreement with Sansom Equipment Co, Inc.

Background

Purpose

The purchase of an Elgin 2016 Crosswind Street Sweeper will better enable the City to perform daily tasks of Street sweeping. Street sweepers can collect up to 1000lb of debris every linear mile catching this material before it enters our storm drain system.

Selection Process

Pursuant to T.C.A. § 12-3-1205, where any local or private act, charter or general law requires that a local government unit purchase by competitive bidding, the local unit of government may, notwithstanding the local or private act, charter, or general law, purchase, the municipality may consider the price for an item or service under any contract or agreement pursuant to T.C.A. §12-3-1205. Furthermore, Murfreesboro City Resolution 13-R-11 authorizes purchases without competitive bidding from the National Joint Powers Alliance (NJPA) Master Agreement.

The Elgin Crosswind Street Sweeper is available for purchase pursuant to T.C.A. § 12-3-1205 through the National Joint Powers Alliance (NJPA) Master Agreement, Contract Number No. 022014-FSC, from Sansom Equipment Co, Inc. for \$212,640.00.

Fiscal Impact

This is a budgeted item and will be paid from the Stormwater Fund. The Street Sweeper was budgeted in the amount of \$260,000.00.

The contract price for the Street Sweeper is under the budgeted amount by \$47,360.00.

Recommendation

Accordingly, I respectfully request waiver of the competitive bid process and approval to purchase Elgin Crosswind Street Sweeper from Sansom Equipment Co, Inc. through the National Joint Powers Alliance (NJPA) Master Agreement, NJPA Contract Number 022014-FSC.

Attachment

1 NJPA Contract Documentation #022014-FSC – Crosswind Regenerative Air Street Sweeper
with 74 HP Auxiliary Engine

Sincerely,

A handwritten signature in blue ink, appearing to read "Raymond Hillis".

Raymond Hillis
Street Superintendent

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



March 25, 2016

Honorable Mayor and Members of City Council:

CONSENT AGENDA

RE: A.: Request Additional Funding for Purchase of Police Vehicles and Equipment for CID

ITEM A: Request Additional Funding for Purchase of Police Vehicles and Equipment for CID

As an item for consent agenda at the next scheduled meeting, it is the recommendation of the Interim Chief of Police that City Council approve the additional funding needed to complete the purchase of the thirteen (13) Police vehicles and respective emergency equipment for the Police Department Criminal Investigation Division (CID) with Drug Fund Account funds that was originally approved by Council on September 17, 2015.

Background

Purpose:

To complete the purchase of the thirteen (13) Police vehicles and the emergency equipment for the Criminal Investigation Division with Drug Fund Account funds.

Scope of Work:

Eight (8) of the vehicles requested (2016 Chevrolet Impala Sedans PPV FWD) to be purchased in the original request on September 17, 2015 are no longer available from the manufacturer. General Motors is discontinuing the Impala line of the Police Pursuit Vehicles (PPV). Since the Impala PPV vehicles are no longer available for purchase, we are requesting to purchase the Ford Interceptor Sedan PPV AWD instead. The Interceptor Sedan is the PPV that is used in the Uniformed Division for Patrol.

Selection Process:

The Ford Interceptor Sedan PPV AWD will be purchased from the low bidder (Ford of Murfreesboro) as approved by Council on September 26, 2013 for Police Vehicles 2013. All of the respective emergency equipment to be purchased is currently under the Vehicle Equipment 2014 bid contract as approved by Council on August 28, 2014.

Fiscal Impact

If approved, the additional funding needed (**\$39,918.40**) to purchase the Ford Interceptor Sedans instead of the Chevrolet Impala Sedans will be funded from Drug Fund Account funds. The calculation of the additional funding needed is shown below:

Impala Sedans vs. Interceptor Sedans				
Item	Vendor	Qty.	Cost Each	Total Cost
2016 Chevrolet Impala Sedan PPV FWD	Walker Chevrolet	8	\$21,158.20	\$169,265.60
2016 Ford Interceptor Sedan PPV AWD	Ford of Murfreesboro	8	\$26,148.00	\$209,184.00
Total Additional Funding Needed				\$39,918.40

Recommendation

It is recommended that City Council approve the additional funding needed to complete the purchase of the thirteen (13) Police vehicles and respective emergency equipment for the Police Department Criminal Investigation Division (CID) with Drug Fund Account funds that was originally approved by Council on September 17, 2015.

Attachment

1. Vehicles 2013 Bid Cost – 3rd Period Pricing

Mike Bowen
Interim Chief of Police

C: Assistant Chief Eric Cook

CITY OF MURFREESBORO
 BID PRICING
 VEHICLES 2013

Bid Opening Date: Monday, September 16, 2013

Council on: 26-Sep-2013

3rd Period: 1-Sep-2015 to 31-Aug-2016 **Unless otherwise noted.**

Item #	Item Description	Ford of Murfreesboro	Walker Chevrolet	TT of G Murfreesboro	Country Ford	Beaman Dodge	Beaman Toyota	Beaman Ford
		Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each
1	Ford Int. PPV - P2L						P2L (FWD)	N/A
	Bid Price is effective through August 31 of each respective period?							N/A
2	Ford Int. PPV - P2M	\$24,688.00	P2M (AWD)					
	Bid Price is effective through August 31 of each respective period?	YES						
3	Ford Int. PPV SUV - K7A	THIS VEHICLE MODEL IS NO LONGER AVAILABLE						
	Bid Price is effective through August 31 of each respective period?							
4	Ford Int. PPV SUV - K8A	\$26,284.00	K8A (AWD)					
	Bid Price is effective through August 31 of each respective period?	YES						
5	Chevrolet Cap PPV - 1SB		\$26,334.00	1SB				
	Bid Price is effective through August 31 of each respective period?		June 30					
6	Chevrolet Cap PPV - 1SC		N/A	1SC				
	Bid Price is effective through August 31 of each respective period?		N/A					
7	Chevrolet Imp PPV - 9C1		\$20,111.00	9C1				
	Bid Price is effective through August 31 of each respective period?		June 30					
8	Chevrolet Imp PPV - 9C3		\$20,111.00	9C3				
	Bid Price is effective through August 31 of each respective period?		June 30					
9	Chev Tah 2WD PPV - CC10706	NO BIDS AWARDED FOR THIS VEHICLE DUE TO MODEL YEAR CHANGE AND CURRENT PRICING IS NOT AVAILABLE FROM MANUFACTURER UNTIL 1ST QUARTER OF 2014.						
	Bid Price is effective through August 31 of each respective period?							
10	Chev Tah 4WD SS - CK10706	NO BIDS AWARDED FOR THIS VEHICLE DUE TO MODEL YEAR CHANGE AND CURRENT PRICING IS NOT AVAILABLE FROM MANUFACTURER UNTIL 1ST QUARTER OF 2014.						
	Bid Price is effective through August 31 of each respective period?							
11	Dodge Chg PPV V6 - LDDE48					N/A	LDDE48 (V6)	
	Bid Price is effective through August 31 of each respective period?					N/A		
12	Dodge Chg PPV V8 - LDDE48					N/A	LDDE48 (V8)	
	Bid Price is effective through August 31 of each respective period?					N/A		

CITY OF MURFREESBORO
 BID PRICING
 VEHICLES 2013

Bid Opening Date: Monday, September 16, 2013

Council on: 26-Sep-2013

3rd Period: 1-Sep-2015 to 31-Aug-2016 Unless otherwise noted.

Item #	Item Description	Ford of Murfreesboro	Walker Chevrolet	TT of G Murfreesboro	Country Ford	Beaman Dodge	Beaman Toyota	Beaman Ford
		Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each
13	Full Size Sedan 4DR		\$25,897.00	Chev Impala LTD (2LT)				
	Bid Price is effective through August 31 of each respective period?		June 30					
14	SUV Small Size 2WD					N/A	Jeep Compass (MKTE49)	
	Bid Price is effective through August 31 of each respective period?					N/A		
15	SUV Small Size 4WD					N/A	Jeep Compass (MKJE49)	
	Bid Price is effective through August 31 of each respective period?					N/A		
16	SUV Mid Size 2WD			\$21,759.00	Chev Equinox FWD			
	Bid Price is effective through August 31 of each respective period?			YES				
17	SUV Mid Size 4WD			\$23,129.00	Chev Equinox AWD			
	Bid Price is effective through August 31 of each respective period?			YES				
18	SUV Full Size 2WD			\$25,526.80	Chev Traverse FWD			
	Bid Price is effective through August 31 of each respective period?			YES				
19	SUV Full Size 4WD			\$27,446.80	Chev Traverse AWD			
	Bid Price is effective through August 31 of each respective period?			YES				
20	SUV SS Full Size 2WD					N/A	Dodge Durango (WDDE75)	
	Bid Price is effective through August 31 of each respective period?					N/A		
21	SUV SS Full Size 4WD	\$32,439.00	Ford Expedition (U1G)					
	Bid Price is effective through August 31 of each respective period?	YES						
22	Pickup Mid Size Ext 2WD	\$22,957.00	Ford F-150 (X1C)					
	Bid Price is effective through August 31 of each respective period?	YES						
23	Pickup Mid Size Ext 4WD	\$25,971.00	Ford F-150 (X1E)					
	Bid Price is effective through August 31 of each respective period?	YES						
24	PK Full Size Reg 1/2 Ton 2WD				\$19,289.00	Ford F-150		
	Bid Price is effective through August 31 of each respective period?				YES			

CITY OF MURFREESBORO
 BID PRICING
 VEHICLES 2013

Bid Opening Date: Monday, September 16, 2013

Council on: 26-Sep-2013

3rd Period: 1-Sep-2015 to 31-Aug-2016 **Unless otherwise noted.**

Item #	Item Description	Ford of Murfreesboro	Walker Chevrolet	TT of G Murfreesboro	Country Ford	Beaman Dodge	Beaman Toyota	Beaman Ford
		Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each
25	PK Full Size Reg 1/2 Ton 4WD				\$20,953.00	Ford F-150		
	Bid Price is effective through August 31 of each respective period?				YES			
26	PK Full Size Ext 1/2 Ton 2WD					Ford F-150 (X1C)		N/A
	Bid Price is effective through August 31 of each respective period?							N/A
27	PK Full Size Ext 1/2 Ton 4WD				\$23,438.00	Ford F-150		
	Bid Price is effective through August 31 of each respective period?				YES			
28	PK Full Size Crew 1/2 Ton 2WD				\$22,589.00	Ford F-150		
	Bid Price is effective through August 31 of each respective period?				YES			
29	PK Full Size Crew 1/2 Ton 4WD				\$25,661.00	Ford F-150		
	Bid Price is effective through August 31 of each respective period?				YES			
30	PK Full Size Reg 3/4 Ton 2WD				\$21,144.00	Ford F-250		
	Bid Price is effective through August 31 of each respective period?				YES			
31	PK Full Size Reg 3/4 Ton 4WD				\$23,576.00	Ford F-250		
	Bid Price is effective through August 31 of each respective period?				YES			
32	PK Full Size Ext 3/4 Ton 2WD				\$23,454.00	Ford F-250		
	Bid Price is effective through August 31 of each respective period?				YES			
33	PK Full Size Ext 3/4 Ton 4WD	\$26,085.00	Ford F-250 (X2B)					
	Bid Price is effective through August 31 of each respective period?	YES						
34	PK Full Size Crew 3/4 Ton 2WD				\$24,272.00	Ford F-250		
	Bid Price is effective through August 31 of each respective period?				YES			
35	PK Full Size Crew 3/4 Ton 4WD				\$26,708.00	Ford F-250		
	Bid Price is effective through August 31 of each respective period?				YES			
36	PK Full Size Reg 1 Ton 2WD				\$22,523.00	Ford F-350		
	Bid Price is effective through August 31 of each respective period?				YES			

CITY OF MURFREESBORO
 BID PRICING
 VEHICLES 2013

Bid Opening Date: Monday, September 16, 2013

Council on: 26-Sep-2013

3rd Period: 1-Sep-2015 to 31-Aug-2016 **Unless otherwise noted.**

Item #	Item Description	Ford of Murfreesboro	Walker Chevrolet	TT of G Murfreesboro	Country Ford	Beaman Dodge	Beaman Toyota	Beaman Ford
		Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each
37	PK Full Size Reg 1 Ton 4WD				\$24,959.00	Ford F-350		
	Bid Price is effective through August 31 of each respective period?				YES			
38	PK Full Size Ext 1 Ton 2WD				\$24,637.00	Ford F-350		
	Bid Price is effective through August 31 of each respective period?				YES			
39	PK Full Size Ext 1 Ton 4WD				\$27,073.00	Ford F-350		
	Bid Price is effective through August 31 of each respective period?				YES			
40	PK Full Size Crew 1 Ton 2WD				\$25,855.00	Ford F-350		
	Bid Price is effective through August 31 of each respective period?				YES			
41	PK Full Size Crew 1 Ton 4WD				\$28,295.00	Ford F-350		
	Bid Price is effective through August 31 of each respective period?				YES			
42	Van Pass 4DR Mid Size	\$22,076.00	Ford Transit Connect (S8F)					
	Bid Price is effective through August 31 of each respective period?	YES						
43	Van HD Cargo REG 3/4 Ton					Ford E-250 (E2E)	N/A	
	Bid Price is effective through August 31 of each respective period?						N/A	
44	Van HD Cargo EXT 3/4 Ton					Ford E-250 (S2E)	N/A	
	Bid Price is effective through August 31 of each respective period?						N/A	
45	Van HD Cargo REG 1 Ton					Ford E-350 (E3E)	N/A	
	Bid Price is effective through August 31 of each respective period?						N/A	
46	Van HD Cargo EXT 1 Ton	SEE	Ford Transit Connect (W2Z)					
	Bid Price is effective through August 31 of each respective period?	BELOW						
47	Van 15 Pass HD 1 Ton	\$28,562.00	Ford Transit Connect (X2Z)					
	Bid Price is effective through August 31 of each respective period?	YES						
48	Hybrid Sedan Mid Size 4DR		New Style	Chev Malibu Eco (1GC69)				
	Bid Price is effective through August 31 of each respective period?		Avail 02/2016					

CITY OF MURFREESBORO
 BID PRICING
 VEHICLES 2013

Bid Opening Date: Monday, September 16, 2013

Council on: 26-Sep-2013

3rd Period: 1-Sep-2015 to 31-Aug-2016 Unless otherwise noted.

Item #	Item Description	Ford of Murfreesboro	Walker Chevrolet	TT of G Murfreesboro	Country Ford	Beaman Dodge	Beaman Toyota	Beaman Ford
		Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each
49	Hybrid Sedan Full Size 4DR				Avalon (3506)		N/A	
	Bid Price is effective through August 31 of each respective period?						N/A	
50	Hybrid SUV Small Size 4DR 2WD	NO BIDS WERE RECEIVED FOR THESE VEHICLES						
	Bid Price is effective through August 31 of each respective period?							
51	Hybrid SUV Mid Size 4DR 2WD				Highlander (6966)		N/A	
	Bid Price is effective through August 31 of each respective period?				2WD Version no longer available - AWD is substitute		N/A	
52	Hybrid SUV Full Size 4DR 2WD	NO BIDS WERE RECEIVED FOR THESE VEHICLES						
	Bid Price is effective through August 31 of each respective period?							
53	Electric Nissan Leaf 4Dr Sedan	NO BIDS WERE RECEIVED FOR THESE VEHICLES						
	Bid Price is effective through August 31 of each respective period?							

43	Van HD Cargo REG 3/4 Ton				Ford 3/4 Ton Transit - Low Roof (R1Z)			N/A
	Bid Price is effective through August 31 of each respective period?							N/A
43	Van HD Cargo REG 3/4 Ton				Ford 3/4 Ton Transit - Medium Roof (R1C)			N/A
	Bid Price is effective through August 31 of each respective period?							N/A
44	Van HD Cargo EXT 3/4 Ton				Ford 3/4 Ton Transit - Low Roof (R2Z)			N/A
	Bid Price is effective through August 31 of each respective period?							N/A
44	Van HD Cargo EXT 3/4 Ton				Ford 3/4 Ton Transit - Medium Roof (R2C)			N/A
	Bid Price is effective through August 31 of each respective period?							N/A
44	Van HD Cargo EXT 3/4 Ton				Ford 3/4 Ton Transit - High Roof (R2X)			N/A
	Bid Price is effective through August 31 of each respective period?							N/A
45	Van HD Cargo REG 1 Ton				Ford 1 Ton Transit - Low Roof (W2Z)			N/A
	Bid Price is effective through August 31 of each respective period?							N/A
45	Van HD Cargo REG 1 Ton				Ford 1 Ton Transit - Medium Roof (W2C)			N/A
	Bid Price is effective through August 31 of each respective period?							N/A
45	Van HD Cargo REG 1 Ton				Ford 1 Ton Transit - High Roof (W2X)			N/A
	Bid Price is effective through August 31 of each respective period?							N/A

**CITY OF MURFREESBORO
 BID PRICING
 VEHICLES 2013**

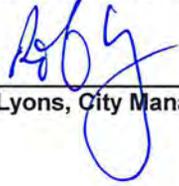
Bid Opening Date: Monday, September 16, 2013

Council on: 26-Sep-2013

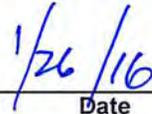
3rd Period: 1-Sep-2015 to 31-Aug-2016 **Unless otherwise noted.**

Item #	Item Description	Ford of Murfreesboro	Walker Chevrolet	TT of G Murfreesboro	Country Ford	Beaman Dodge	Beaman Toyota	Beaman Ford
		Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each
46	Van HD Cargo EXT 1 Ton				Ford 1 Ton Transit - Low Roof (W2Z)			\$25,861.00
	Bid Price is effective through August 31 of each respective period?							YES
46	Van HD Cargo EXT 1 Ton				Ford 1 Ton Transit - Medium Roof (W2C)			\$26,427.00
	Bid Price is effective through August 31 of each respective period?							YES
46	Van HD Cargo EXT 1 Ton				Ford 1 Ton Transit - High Roof (W2X)			\$28,085.00
	Bid Price is effective through August 31 of each respective period?							YES

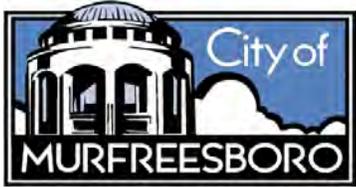
Approval of Period Pricing:



Rob Lyons, City Manager



Date



T E N N E S S E E
"creating a better quality of life"

GLEN GODWIN, SHRM-SCP, IPMA-CP
HUMAN RESOURCES DIRECTOR

111 West Vine Street
P.O. Box 1139
Murfreesboro, TN 37133-1139
Phone 615-848-2553
FAX 615-904-6506
E-mail: ggodwin@murfreesborotn.gov

CONSENT AGENDA

April 7, 2016

Honorable Mayor and Members of Murfreesboro City Council

Re: Part-Time Payroll Assistant

It is recommended that City Council authorize a new part-time position of Payroll Assistant due to the increase in work volume associated with Payroll Operations processing.

Background

The City Payroll is all produced internally at a value of approximately \$43 million annually. Payroll Operations provides services to approximately 1400 employees on four payroll cycles, processed on a *current* basis for Full time and arrears for Part time employees and is staffed by two employees in the Human Resources Department.

Following the implementation of Kronos time and attendance software and the Munis Payroll module, payroll operational procedures in the new environment have increased in complexity and the chance of potential over and underpayments to City employees has increased. This new position will assist in managing payroll cycle and procedure irregularities and provide a third HR Staff resource for the processing the City's weekly payroll cycle.

P2

Consent agenda 4/7/16

Fiscal Impact

The total impact to the budget is approximately \$29,000 for a Part time Payroll Specialist at up to 30 hours per week with no benefits. Approved Department Overtime dollars will be reduced from approximately \$93,000 to \$64,000 with the addition of this Staff employee.

Concurrences

The City Manager has approved this recommendation.

Recommendation

It is recommended that City Council authorize the addition of a Part time Payroll Assistant to the Human Resources Department.

Sincerely,

Glen Godwin, SHRM-SCP, IPMA-CP
Human Resources Director



... creating a better quality of life



April 7, 2016

Honorable Mayor and Members of City Council:

RE: Two (2) Items for Consent Agenda

1. Installation of Fence at Cannonsburgh Village
2. Resurfacing 8 Tennis Courts at Old Fort Park

ITEM #1: As an item for the **Consent Agenda**, it is recommended that Council approve the low bid of Bratton Brothers Services, Inc., for the Cannonsburgh Fencing Project.

Background

Cannonsburgh Village is in need of aluminum and chain-link fencing around its property, and the City of Murfreesboro solicited bids for the work on March 1, 2016. The fencing project will include installation of fencing, gates, and any other fencing materials needed at Cannonsburgh. Also, the contractor who is awarded the bid will be responsible for the removal, trimming, and disposal of all trees and vegetation in the areas where the fencing is to be installed. Four bids for this project were received on March 17, 2016, with Bratton Brothers Services, Inc., having the lowest bid. The bids were submitted as follows:

Ace Fence Company	\$75,954.00
South East Mowing, LLC	\$70,230.63
LU, Inc.	\$51,978.90
Bratton Brothers Services, Inc.	\$45,815.00

Fiscal Impact

Bratton Brothers Services, Inc., of Murfreesboro turned in the low bid of \$45,815.00 for the fencing work as requested by the City. Monies to cover the costs of the Cannonsburgh Fencing Project are available in the 2012 TML Funds and earmarked for said project.

Concurrences

Staff from the City's Legal Department and Parks and Recreation Department reviewed the bid of Bratton Bros. Services, Inc., and found that all specifications have been met and recommend their low bid in the amount of \$45,815.00.

Recommendation

It is the recommendation of the Legal Department and Murfreesboro Parks and Recreation staff that the low bid of Bratton Bros. Services, Inc., for the Cannonsburgh Fencing Project in the amount of \$45,815.00 be approved by City Council and that the Mayor be authorized to sign all necessary documents relating to the project.

ITEM #2: As an item for the **Consent Agenda**, it is recommended that Council approve the low bid of Advanced Athletic Surfaces, for the Old Fort Park Tennis Court Resurfacing Project.

Background

Eight tennis courts at Old Fort Park are in need of resurfacing, and the City of Murfreesboro solicited bids for the work on March 7, 2016. The resurfacing project will include leveling low spots, filling cracks, resurfacing, and painting new lines. Two bids for this project were received on March 22, 2016, with Advanced Athletic Surfaces, LLC, having the lowest bid. The bids were submitted as follows:

Competition Athletic Surfaces	\$55,000.00
Advanced Athletic Surfaces, LLC	\$31,890.00

Fiscal Impact

Advanced Athletic Surfaces, LLC of Augusta, Georgia turned in the low bid of \$31,890.00 for the resurfacing project as requested by the City. Funds to cover the costs of the resurfacing project are budgeted in the 2015-16 Parks and Recreation grounds maintenance budget.

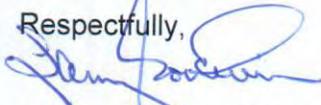
Concurrences

Staff from the City's Legal Department and Parks and Recreation Department reviewed the bid of Advanced Athletic Surfaces, LLC, and found that all specifications have been met and recommend their low bid in the amount of \$31,890.00.

Recommendation

It is the recommendation of the Legal Department and Murfreesboro Parks and Recreation staff that the low bid of Advanced Athletic Surfaces, LLC for the Old Fort Park Tennis Court Resurfacing Project in the amount of \$31,890.00 be approved by City Council and that the Mayor be authorized to sign all necessary documents relating to the project.

Respectfully,



Lanny Goodwin, CPRP
Director



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Consent Agenda

March 31, 2016

Honorable Mayor and Members of City Council

RE: Community Development Affordable Housing Assistance Program

Background

A Homebuyer for the property referenced below applied with the City requesting principal reduction and closing cost assistance. The lender referenced below is assisting the applicant with a first mortgage loan under the guidelines established by the Affordable Housing Assistance Program.

<u>Property Address</u>	<u>CDBG</u>	<u>Sales Price</u>	<u>First Mortgage Lender</u>
181 Casbah Run	10,000.00	112,000.00	First National Bank of Middle TN

Fiscal Impact

The Fiscal Year 2016 Community Development Budget allocates \$120,000.00 in CDBG funds for direct service to homebuyers. After deducting for this transaction approximately \$60,000.00 will remain uncommitted in this line item.

Concurrences

Information provided to the City by the applicant indicates eligibility for assistance. Disbursement of funds will be subject to final approval of the first mortgage loan and the property and applicant meeting all program criteria at the time of closing.

Recommendation

I recommend Council approve budgeted CDBG funds through the Affordable Housing Assistance Program for the purchase transaction at 181 Casbah Run.

Respectfully,

Patty Pope
Grant Coordinator

Community Development

211 Bridge Avenue * P. O. Box 1139 * Murfreesboro, Tennessee 37133-1139 * Phone 615 890 4660 * Fax 615 217 2260
TDD 615 849 2689 www.murfreesborotn.gov



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CONSENT AGENDA

March 23, 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 March 22, 2016

A. Chemical Bid Extensions

Background

Bids were publicly opened on April 23, 2013 for granular activated carbon media to be used at the Stones River Water Treatment Plant. Section 1.3.4 of the bid documents states **“The successful bidder shall provide the GAC media as specified. Pricing shall be effective for the term of the contract, which is through June 30, 2014 with the option to renew for up to three additional one year terms.”** The following company renewed their contract for the third and final term through June 30, 2017. The bid is as follows:

S4 Water Sales and Services LLC:

CHEMICAL	UNIT PRICE	EST. ANNUAL EXPENSE
Granular Activated Carbon	\$109,438.50/Filter	\$ 109,438.50

Bids were publicly opened on March 4, 2013 for water treatment chemicals to be used at the Stones River Water Treatment Plant. Section 1.3.4 of the bid documents states **“The successful bidder shall provide the chemical(s) as specified. Pricing shall be effective for the term of the contract, which is through June 30, 2014 with the option to renew for up to three additional one year terms.”** The following companies renewed their contract for the third and final term through June 30, 2017. The bids are as follows:

Brenntag Mid-South Inc.:

CHEMICAL	UNIT PRICE	EST. ANNUAL EXPENSE
Citric Acid	\$6.75/gallon	\$ 14,000.00

Polydyne Inc.:

CHEMICAL	UNIT PRICE	EST. ANNUAL EXPENSE
Polyelectrolyte Coagulant Aid	\$0.70/lb	\$ 21,000.00

Bids were publicly opened on March 3, 2014 for water treatment chemicals to be used at the Stones River Water Treatment Plant. Section 1.3.4 of the bid documents states **“The successful bidder shall provide the chemical(s) as specified. Pricing shall be effective for the term of the contract, which is through June 30, 2015 with the option to renew for up to three additional one year terms.”** The following

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

companies have now renewed their contract for the second term through June 30, 2017. The bids are as follows:

American Development Company:

CHEMICAL	UNIT PRICE	EST. ANNUAL EXPENSE
Hydrogen Peroxide	\$3.08/gallon	\$ 13,000.00

Carmeuse Lime and Stone Inc.:

CHEMICAL	UNIT PRICE	EST. ANNUAL EXPENSE
Calcium Oxide	\$0.08554/lb	\$ 186,000.00

Bids were publicly opened on March 16, 2015 for water treatment chemicals to be used at the Stones River Water Treatment Plant. Section 1.3.4 of the bid documents states “**The successful bidder shall provide the chemical(s) as specified. Pricing shall be effective for the term of the contract, which is through June 30, 2016 with the option to renew for up to three additional one year terms.**” The following companies have now renewed their contract for the first term through June 30, 2017. The bids are as follows:

American Development Company:

CHEMICAL	UNIT PRICE	EST. ANNUAL EXPENSE
Calcium Thiosulfate	\$0.50/lb	\$ 6,100.00

American Development Company:

CHEMICAL	UNIT PRICE	EST. ANNUAL EXPENSE
Phosphate	\$0.84/lb	\$ 42,000.00

American Development Company:

CHEMICAL	UNIT PRICE	EST. ANNUAL EXPENSE
Sodium Permanganate	\$0.74/lb	\$ 200,000.00

Univar:

CHEMICAL	UNIT PRICE	EST. ANNUAL EXPENSE
Sodium Hydroxide	\$0.1475/lb	\$ 3,500.00

Concurrences

The Water and Sewer Board recommended approval at its meeting of March 22, 2016.

Recommendations

It is recommended that City Council approve the renewal of the chemical bid recommendations as provided.

Fiscal Impact

The price of the chemicals will be reflected in the FY 2016-17 Operating Budget. The contract price will be good through June 30, 2017.

B. 2016 Water Treatment Plant Chemical Bid

Background

Invitations to Bid water treatment chemicals for use at the Stones River Water Treatment Plant were advertised and released for bid on February 29, 2016. Bids were publicly opened on Tuesday, March 15, 2016 in the MWSD Administration Conference Room at 2:30 p.m.

The raw bid tabulation is as follows with bid prices including freight. A NB indicates there was no bid.

Company Name	Chemicals		
	Fluorosilicic Acid	Polyaluminum Hydroxychloride	Sodium Chloride
American Development Corporation	\$0.24/lb	NB	NB
Brenntag Mid-South	NB	NB	NB
Chemtrade	NB	\$0.2465/lb	NB
Dycho	\$0.181/lb	\$0.203/lb	NB
Geo Specialty Chemicals	NB	NB	NB
Kemira	NB	\$0.33/lb	NB
Shannon Chemical	\$0.274/lb	NB	NB
Summit Chemical Specialty Products	NB	\$0.206/lb	NB
Univar	\$0.183/lb	NB	\$0.145/lb

Apparent low bid

Staff has reviewed the bid submissions and determined the lowest responsible and responsive bidders. The polyaluminum hydroxychloride has not been tested to determine if it meets the specifications outlined in the invitation to bid.

Concurrences

The Water and Sewer Board recommended approval at its meeting of March 22, 2016.

Recommendations

1. It is recommended that City Council approve the bids from the following responsive and responsible bidders as identified below.

Company Name	Chemical	Unit Price	Estimated Annual Expense
The Dycho Company	Fluorosilicic Acid	\$0.181/lb	\$22,625.00
Univar	Sodium Chloride	\$0.145/lb	\$72,500.00

Staff has previously worked with the Dycho Company and Univar.

- It is recommended that City Council approve the lowest responsible and responsive bidder for the coagulant (polyaluminum hydroxychloride) based upon the results of testing by Staff. Bench testing and a plant trial will be performed to determine the chemical resulting in the most effective treatment. If Dycho's product does not meet specifications, Staff will select the product by Summit Chemical Specialty Products that has already completed testing.

Company Name	Chemical	Unit Price	Estimated Annual Expense
The Dycho Company	Polyaluminum Hydroxychloride	\$0.203/lb	\$30,450.00

Fiscal Impact

The price of the chemicals will be reflected in the FY 2016-17 Operating Budget with a contract price through June 30, 2017. The estimated annual expense for FY 2016-17 Operating Budget is identified in the table above.

C. 2016 Stones River Water Treatment Plant Lagoon Sludge Removal Bid

Background

The Stones River Water Treatment Plant has two (2) lagoons that are used to store sediment (sludge) removed during the water treatment process. There is only one (1) lagoon in operation at a time. Typically a lagoon is in operation from January 2nd for a period of one (1) year. At times, depending on the raw water quality, a lagoon may be in operation in excess of one (1) year with a maximum of two (2) years. Staff evaluates the lagoon that is in service each year around May to determine if there is sufficient space in the lagoon to exceed the one-year standard. If a lagoon requires cleaning, the lagoon must be taken out of service no later than March to allow the sludge sufficient time to dry so that it can be land applied in accordance with the Tennessee Department of Environment and Conservation regulations. The start of cleaning can be as early as July; however it must be completed prior to the end of August. The lagoon scheduled for cleaning was in service for two (2) years.

Invitations to Bid for Water Treatment Plant Lagoon Sludge Removal at the Stones River Water Treatment Plant were advertised on February 29, 2016 for the removal of sludge from the west lagoon at the water treatment plant. Bids were publicly opened on Tuesday, March 15, 2016 in the Administration Conference Room at 2:00 p.m.

Four (4) contractors submitted a response to the Invitation to Bid. Only one of the bidders has previously performed the work. Staff contacted some of the previous contractors to determine their reason for not submitting a bid. All received the packet but either did not have the time to perform the job due to plenty of work in the area.

The bid tabulation is delineated below.

NAME	Lagoon Sludge Removal
Rollins Excavating	\$112,000.00
J and B Tanker, Inc.	\$392,640.00
Land Contractors	\$412,000.00
Denali Water Solutions	\$691,240.00

Rollins Excavating performed the lagoon cleaning in 2012 and their performance was outstanding.

Concurrences

The Water and Sewer Board recommended approval at its meeting of March 22, 2016.

Recommendations

It is recommended that City Council accept the lowest responsive and responsible bid from Rollins Excavating in accordance with their bid.

Fiscal Impact

The cost of removing the lagoon sludge will be budgeted in the FY 2016-17 Operating Budget in the amount of \$112,000.

D. Lawn Mowing Service Contract Renewal

Background

The Murfreesboro Water and Sewer Department received bids on January 30, 2012, for Lawn Mowing Service to be provided to the department. The original contract, effective March 15, 2012, was awarded to Barton Lawn Care. The contract was for a one-year period with four (4) additional one-year renewable options. Barton Lawn Care did a very efficient job last year and is a dependable and reliable partner.

Concurrences

The Water and Sewer Board recommended approval at its meeting of March 22, 2016.

Recommendation

It is recommended that City Council approve the contract to be extended for one year. This is the fourth and final of the possible four one-year options. The current contract will expire on 3/18/2016.

Fiscal Impact

The Department budgeted \$137,000 for maintenance of building and grounds and mowing of pump stations sites throughout our service area. The Department paid Barton Lawn Care \$51,380 in 2015 and anticipates the same expense for mowing services in 2016.

Year	Expense
2014	\$51,375
2015	\$51,380

Attachments

Barton Lawn Care agreed to a one-year contract extension with MWSD (4th Amendment) allowing an extension of the contract from 3/19/2016 through 3/18/2017.

E. Single Axle Dump Truck Replacement for O&M

Background

In the MWSD's FY 2015-2016 capital budget under *Account 370 – New Equipment – Vehicles* is a single axle dump truck. MWSD would like to replace the 1991 dump truck utilized by collection and distribution personnel. On March 3, 2016, bids were opened at Operations and Maintenance and three bids were submitted.

Vendor	Truck Price	Dump Bed Price	Total Price
Ford of Murfreesboro	\$66,165	\$13,798	\$79,963
Country Ford	\$73,082	\$14,899	\$87,981
Cumberland International	\$75,350	\$14,998	\$90,348

After reviewing the information and specifications of each bid, staff recommends awarding the contract for the dump truck to Country Ford in the amount of \$87,981. The bids were reviewed by Kelley Baker in Legal and Paul Boyer in Purchasing. In their opinion, the lowest bid from Ford of Murfreesboro for \$79,963 did not meet the specifications set forth in the bid.

Concurrences

The Water and Sewer Board recommended approval at its meeting of March 22, 2016.

Recommendations

It is recommended that City Council approve the purchase of the referenced item with funding coming from the FY 2015-2016 budgeted capital account.

Fiscal Impact

The cost for the referenced vehicle is \$87,981. The total amount budgeted for this item in the rate funded capital equipment account for FY 2015-2016 is \$95,000. This is \$7,019 under budget.

Attachments

Vehicle Replacement Request acknowledged by Jack Hyatt, Fleet Services Director

F. 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	\$(111,996.00)**	\$ 42,153 *	\$345,851.00

*CCF # – 11, 12, 13 & 17 (Current)

**CCF #'s (1 Rev. 2, 2, 5, 6, 7, 8 & 9 previously approved)(cumulative)

Concurrences

The Water and Sewer Board recommended approval at its meeting of March 22, 2016.

Recommendation

It is recommended that City Council approve the referenced contingency allocation for the Phase 4D Expansion be authorized. 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 & 3D Proposals

G. Pump Vibration Analysis and RW Pump #6 Assessments by JBS Personnel Task Order No. 15-09 Water/Wastewater Systems Mechanical/Electrical Services Contract

Background

On December 18, 2014, the MWSD accepted and opened bids for the MWSD Water/Wastewater System Mechanical/Electrical Services contract. John Bouchard & Sons Co was awarded the bid after approval by the Water and Sewer Board and City Council.

Staff has determined that there are several pumps with vibration issues. Staff would like to get a vibration analysis on all 16 pumps and motors. This would get a baseline on all pumps and correct any found with vibration issues which will extend the life of the pumps and motors. Staff has experienced issues with the #6 Raw Water Pump at the River Intake. Staff would like for JBS to remove and assess the condition of the #6 Raw Water Pump to determine the extent of the mechanical issues.

Concurrences

The Water and Sewer Board recommended approval at its meeting of March 22, 2016.

Recommendations

It is recommended that City Council approve Task Order 15-09 by John Bouchard & Sons Co.

Fiscal Impact

Funding used to conduct work for vibration analysis for the 16 pumps and motors; and the assessment of the #6 Raw Water Pump in the amount of \$7,854.00 is from rate funded capital reserves.

Attachments

Task Order 15-09

H. Coleman Farm Maintenance Building Change Order #3

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 No. 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. Change Order No. 2 accounted for some added wood blocking necessary for the installation of the overhead door and some additional concrete apron. These two (2) change orders added \$4,475.10 costs to the contract amount, for a revised contract amount of \$299,275.10.

Change Order No. 3 is to account for some 2x8 fascia and "J" trim on the gable rakes, batten trim in the office and toilet area, and adding three (3) 220V/1-Phase 50 amp circuits. These costs add \$4,048.18 to the contract amount for a revised contract amount of \$303,323.28. There is also an additional request for thirty-nine (39) calendar days to the contract based on weather conditions.

Concurrences

The Water and Sewer Board recommended approval at its meeting of March 22, 2016.

Recommendation

It is recommended that City Council approve Change Order #3 with Trinity Builders, Inc. adjusting the total contract price to \$303,323.28 for the referenced project and adding an additional thirty-nine (39) days to the contract time.

Fiscal Impact

The total cost of the project was funded with working capital reserve and the additional cost of \$4,048.18 is recommended to come from working capital reserves.

Attachments

Equipment Storage Structures & Coleman Farm Maintenance Shop Change Order #3

I. Coleman Farm Contract Extension

Background

The Coleman Farm located at 1428 Central Valley Road in Murfreesboro was purchased by the City of Murfreesboro, TN, for the purpose of disposal of treated effluent, and it is the responsibility of the City to maintain the property, which includes the cutting and removal of the hay. A new 24" repurified water line was installed on the property by the Operations and Maintenance new construction crew in 2012. The size of the area to be harvested is approximately 250 acres. On February 25, 2012, bids were opened and we accepted the highest bid from James Campbell.

Mr. Campbell accepted to extend the contract for the next fiscal year and staff has been accepting of adherence to contract terms and his work on the farm.

Concurrences

The Water and Sewer Board recommended approval at its meeting of March 22, 2016.

Recommendations

It is recommended that City Council approve extending the contract one additional year starting May 1, 2016 until April 30, 2017, the fourth year of a possible 5-year term, if all parties are in agreement with current contract terms.

Fiscal Impact

Harvest	Revenue
2013 Round Bales (764 x \$8.76)	\$6,692.64
2014 Round Bales (781 x \$8.76)	\$6,841.56
2015 Round Bales (1,126 x \$8.76)	\$9,864.00

Attachments

Contract Renewal Letter
Third Amendment to Contract – *(Signed by Mr. Campbell)*

J. Jordan Farm Contract Extension

Background

The Jordan Farm located at 3574 Leanna Road in Murfreesboro is owned by the City of Murfreesboro, TN, and it is the responsibility of the City to maintain the property, which includes the cutting and removal of the hay. The size of the area to be harvested is approximately 150 acres. On February 25, 2012, bids were opened at Operations and Maintenance for hay cutting and removal on Jordan Farm. Two (2) vendors submitted bids at that time.

Mr. McNabb accepted to extend the contract for the next fiscal year and staff has been accepting of adherence to contract terms and his work on the farm.

Concurrences

The Water and Sewer Board recommended approval at its meeting of March 22, 2016.

Recommendations

It is recommended that City Council approve extending the contract an additional year starting May 1, 2016 until April 30, 2017, the fourth year of a possible 5-year term, if all parties are in agreement with current contract terms.

Fiscal Impact

Harvest	Revenue
2013	
<i>Round Bales</i> (160 x \$17.26)	\$2,761.60
<i>Square Bales</i> (7,057 x \$1.26)	\$8,891.82
Total 2013	\$11,652.16
2014	
<i>Round Bales</i> (206 x \$17.26)	\$3,555.56
<i>Square Bales</i> (6,134 x \$1.26)	\$7,728.84
Total 2014	\$11,284.40
2015	
<i>Round Bales</i> (404 x \$17.26)	\$6,973
<i>Square Bales</i> (5,819 x \$1.26)	\$7332
Total 2015	\$14,305

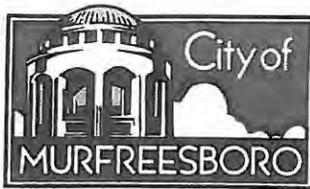
Attachments

Contract Renewal Letter
Third Amendment to Contract – *(Signed by Mr. McNabb)*

Respectfully submitted,

Darren W. Gore
Director

Attachments



T E N N E S S E E

..... creating a better quality of life.

February 18, 2016

Mr. Gary Barton
Barton Lawn Care
124 Old Orchard Drive
Lascassas, TN 37085

Dear Mr. Barton:

This letter is to inform you that the Murfreesboro Water & Sewer Department is by this letter renewing the contract in place with Barton Lawn Care for another year. The current contract for lawn mowing service that Barton Lawn Care has with the MWSD will expire on March 18, 2016. The renewal term of the contract indicates that:

Terms: *The term of this contract shall be from March 19, 2012, through March 18, 2013; and shall be subject to automatically renew for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of not more than five (5) years; unless the City exercises its right to terminate the contract. The City may terminate the contract in whole or part if it is dissatisfied with the Contractor's services, or if the Contractor, without clear documentation of an increase in the cost of labor costs, imposes an increase in the price of any service which the City is unwilling to accept.*

If you concur, please sign and return the enclosed Fourth Amendment which will confirm you wish to continue the lawn mowing service contract for the period of March 19, 2016 through March 18, 2017. I enclosed a copy for your files.

Attached is a copy of the original Contract dated March 15, 2012. The contract renewal option is detailed on page 16 of the original Invitation to Bid.

If you have any questions, please let me know.

Yours truly,

Terry Taylor
Operations Manager
Operations & Maintenance

City of Murfreesboro Vehicle Replacement Request

Requesting Department: MWSD Operations & Maintenance

Contact Person: Donald Hughes
Phone: 615-893-1223

Title: Assistant Operations Manager
Email Address: dhughes@murfreesborotn.gov

Criteria for replacement of vehicles includes operating costs, safety standards, departmental needs, age, and mileage. Before any vehicle is recommended for replacement, a technical/maintenance evaluation will be performed by Fleet Management staff.

Driver/Operation of Vehicle: Vehicle is assigned to both Collection/Distribution systems all used by different drivers

Hours in Operation per day/week: 15 to 25 hours a week

Description of existing vehicle to be replaced including age, mileage, fuel efficiency and identification number from Fleet. Please indicate the mileage driven during the previous 12 months.

1991 GMC Single Axle Dump Truck, Unit # 66, 62,885 mileage VIN # 1GDL7H1P7MJ521912
12 Month mileage unknown

Justification for vehicle replacement

Vehicle is 23 years old, will be transferred to a different department.

Suggested Replacement Vehicle. (If a different category of vehicle is requested, justify by usage. For example, utility body, tool boxes or emergency lighting.)

Will be replaced with same type vehicle, Mid size single axle truck.

Request Budget for Replacement Vehicle

[Click here to enter text.](#)

\$95,000.00

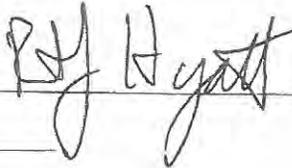
Approved as Requested:

Denied and Reasons:

Approved with Modifications:

Fleet Services Director;

Date: 3-25-15





February 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 CCF No. 11, (COP-09), Proposed CCF No. 12 (COP-10)
CG2 2014-338; SRF 2014-339

Dear Mrs. Smith:

Attached are four (4) copies each of proposed Change Item numbers 9 and 10 including a Summary Log of all proposed changes to date. The following summarizes the change items and provides recommendation for their approval.

CCF No. 11 was requested by SSR to provide separately enclosed, separately mounted RAS pump VFDs in lieu of MCC-mounted RAS pump VFDs and recommends that MWSD approve it. The cost increase for the change is \$7,900.

CCF No. 12 was requested by SSR to 1. Furnish and install two (2) each 30/3/4X disconnects at the new Step Screens SCN-22-003 and SCN-22-004 per revised drawing E1.2-01. 2. Furnish and install wire as indicated on drawing E1.2-01 from new Step Screens SCN-22-003 and SCN-22-004 in existing ¾" conduits to Screening System control panel, SCN-CP-001. SSR recommends that MWSD approve it. The cost increase for the change is \$2,600.

If approved, CCFs 11 and 12 result in reduction to the Construction Contingency Allowance from a total of \$388,004.00 to a total of \$377,504.00. This amount does not include any changes that occur following CCF 12. 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 blue ink, appearing to read "Brent Fowler", is written over the company name.

Brent Fowler P.E.

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

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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: \$ 355,851.00

Rejected/Withdrawn
 Under Review
 Approved
 Pending

CCF No.	Change Order No.	Change Type	Brief Description of Change Item	Status (Pending/Under Review/Approved/Rejected)	Date From/To Contractor	Date Submitted to Owner	Date Approved/Rejected by Owner	Add/Deduct (+/-) Amount	Cumulative Add/Deduct Amount	Adjusted Contingency Amount	Adjusted Contract Amount
4	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	Approved	8/5/2015	10/17/2015	Approved	\$ (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)	\$ 537,000.00	\$ 30,472,000.00
3	N/A	FP	Change stairs platform from galv to alum.	Approved	4/23/2015	N/A	N/A	\$ -	\$ (37,000.00)	\$ 537,000.00	\$ 30,472,000.00
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)	\$ 537,000.00	\$ 30,472,000.00
5	TBD	RFP	Revise electrical service per-MED	Withdrawn	6/18/2015	Withdrawn	Withdrawn	\$ _____	\$ (37,000.00)	\$ 537,000.00	\$ 30,472,000.00
5-REV	TBD	RFP	Revise electrical service per MED	Approved	8/10/2015	1/14/2016	2/5/2016	\$ 82,856.00	\$ 45,856.00	\$ 454,144.00	\$ 30,472,000.00
6	TBD	RFP	Algae Cleaning System attachment arm	Approved	7/20/2015	7/28/2015	9/3/2015	\$ 7,600.00	\$ 53,456.00	\$ 529,400.00	\$ 30,554,856.00
7	TBD	RFP	Tertiary Filter embed conduit	Approved	7/24/2015	7/28/2015	9/3/2015	\$ 2,500.00	\$ 55,956.00	\$ 526,900.00	\$ 30,637,712.00
8	TBD	RFP	HVAC upgrade in Post Aeration Control Room	Approved	9/9/2015	1/8/2016	2/5/2016	\$ 52,740.00	\$ 108,696.00	\$ 474,160.00	\$ 30,720,568.00
9	TBD	RFP	Revise Final Clarifier EDI type	Approved	9/24/2015	10/6/2015	11/5/2015	\$ 3,300.00	\$ 111,996.00	\$ 470,860.00	\$ 30,803,424.00
10	TBD	RFP	Provide sleeves under roadway for future irrigation piping.	Pending	9/1/1939	Pending	Pending	\$ -	\$ 111,996.00	\$ 470,860.00	\$ 30,886,280.00
14	TBD	FO	Electrical changes to MCC and control room layouts	Withdrawn	10/7/2015	Pending	Pending	\$ _____	\$ 111,996.00	\$ 470,860.00	\$ 30,969,136.00
11-REV1	TBD	RFP	Various electrical changes	Under Review	10/20/2015	2/10/2015	Pending	\$ 7,900.00	\$ 119,896.00	\$ 462,960.00	\$ 31,051,992.00
12	TBD	RFP	Headworks Facility electrical revisions/clarifications	Under Review	10/20/2015	2/10/2015	Pending	\$ 2,600.00	\$ 122,496.00	\$ 460,360.00	\$ 31,134,848.00
13	TBD	WCD	Replacement of existing Filter backwash flow meter	Under Review	11/9/2015	Pending	Pending	\$ 20,533.00	\$ 143,029.00	\$ 439,827.00	\$ 31,217,704.00
14	TBD	RFP	Watertight plate at gate opening for future Ox Ditch	Pending	12/16/2015	Pending	Pending	\$ -	\$ 143,029.00	\$ 439,827.00	\$ 31,300,560.00
15	TBD	FO	UV power feed relocation	Approved	1/18/2016	Pending	Pending	\$ -	\$ 143,029.00	\$ 439,827.00	\$ 31,383,416.00
16	TBD	RFP	Additional generator/ATS signals	Pending	1/26/2016	Pending	Pending	\$ _____	\$ 143,029.00	\$ 439,827.00	\$ 31,466,272.00
17	TBD	RFP	Add ultrasonic flow meter at Main PS	Under Review	2/4/2016	Pending	Pending	\$ 11,120.00	\$ 154,149.00	\$ 428,707.00	\$ 31,549,128.00
18	TBD	RFP	Installation of the Allen-Bradley Power Monitors into the Eaton switchgear	Pending	2/12/2016			\$ _____	\$ 154,149.00	\$ 428,707.00	\$ 31,631,984.00
19	TBD	CCR	60" TRE Junction Box in lieu of tapping sleeve	Pending	2/22/2016			\$ (10,000.00)	\$ 144,149.00	\$ 438,707.00	\$ 31,714,840.00

20	TBD	RFP	Addition of area lights on clarifiers center platform	Pending	Pending				\$ 144,149.00	\$ 438,707.00	\$ 31,797,696.00
Totals									\$ 144,149.00	\$ 355,851.00	\$ 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.



....

TASK ORDER NO. 15-09

March 4, 2016

BETWEEN

**JOHN BOUCHARD & SONS COMPANY AND CITY OF MURFREESBORO
acting by and through the Murfreesboro Water and Sewer Department**

UNDER

Water/Wastewater System Mechanical/Electrical Services Contract

DATED

January 28, 2016 thru January 28, 2017

FOR

Vibration Analysis of Sixteen (16) Pumps at MWSD Facilities

And

Assessment of Raw Water Pump #6

Task Order No. 15-09***Pump Vibration Analysis & RW Pump #6 Assessment
Murfreesboro Water Plant/Lake Pump Station*****BACKGROUND**

Staff has determined that one or more pumps at the Murfreesboro Water Plant and satellite facilities are experiencing excessive vibration. JBS personnel visited the sites in the company of Mr. Robert Hughes and Alison McGee on February 5, 2016 and looked at the various pumps that MWSD wanted to investigate. In addition, MWSD has determined that RW Pump #6 is operating at approximately 50% capacity and needs to assess whether this pump requires repair or replacement.

SCOPE OF WORK

Labor by JBS to catalog and perform vibration analysis on each of the sixteen (16) pumps and motors at the water plant and the lake pump station. JBS would require that a list of the 16 pump identifications be provided to JBS prior to this visit. It has been assumed that a MWSD representative will accompany JBS during the vibration analysis to facilitate turning on the various pumps for analysis. It has also been assumed that this analysis can be performed over two consecutive days. We will provide an analysis printout on each unit and can then provide quotes on any repairs that are deemed necessary based upon the results of the analysis.

In addition, JBS personnel will remove RW Pump #6 and deliver the entire assembly to our facility for disassembly and inspection. Once an assessment has been made, we will provide our recommendations and costs for either repair or replacement.

FISCAL IMPACT

The project will be paid for out of 2015-2016 Budget Account # 773.000

Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)	7	\$75.00	\$525.00
Project Mgr (OT)		\$110.00	
Superintendent (RT)		\$65.00	
Superintendent (OT)		\$100.00	
Pipefitter/Welder (RT)		\$50.00	
Pipefitter/Welder (OT)		\$75.00	
Sprinkler Fitter (RT)		\$42.00	
Sprinkler Fitter (OT)		\$63.00	
Electrician (RT)		\$50.00	
Electrician (OT)		\$75.00	
Apprentice/Helper (RT)		\$36.00	
Apprentice/Helper (OT)		\$54.00	
Expediter/Delivery (RT)		\$28.00	
Expediter/Delivery (OT)		\$42.00	
Machine Shop Millwright (RT)	84	\$56.00	\$4,704.00
Machine Shop Millwright (OT)		\$88.00	
HVAC/Plb Service Tech (RT)		\$64.00	
HVAC/Plb Service Tech (OT)		\$96.00	

Description	Qty (hrs)	Rate	Extended
Air Compressor Tech (RT)		\$64.00	
Air Compressor Tech (OT)		\$96.00	
Laborer - Skilled (RT)		\$30.00	
Laborer - Skilled (OT)		\$45.00	
Laborer - Unskilled (RT)		\$21.00	
Laborer - Unskilled (OT)		\$32.00	

Equipment	Qty (hrs)	Rate/Hr	Extended
Welder		\$15.00	
Power Threader		\$15.00	
Mini/Midi Hammer		\$12.00	
Variable Reach Forklift		\$26.00	
Pickup Truck	40	\$15.00	\$600.00
Scissor Lift		\$18.00	
Skid Steer		\$25.00	
Boom Man Lift		\$29.00	
Cat 420D Backhoe		\$33.00	
Street Plate		\$7.00	
185 CFM Compressor		\$15.00	
ECM 350*		N/A	
Air Track Drill*		N/A	
Pipe Laser		\$21.00	
Total Station EDM		\$115.00	
15 ton Boom Truck*		N/A	\$1,300.00
30-50 Ton RT Crane*		\$225.00	
80 Ton Crawler Crane*		N/A	
3" Submersible Pump		\$10.00	
6" Hydraulic Pump		\$16.00	

* = not quoted in original bid - will be quoted for each individual scope of work

Materials	
Miscellaneous Materials/Delivery	\$725.00

TOTAL (straight time) \$ 7,854.00

SCHEDULE

Description	Date
Notice To Proceed	
Substantial Completion	
Final Payment	

Contractor:

John Bouchard and Sons Company

City:

City of Murfreesboro Water and Sewer Dept.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form: _____

Susan Emery McGannon, City Attorney

CONTRACTOR NOTICE CONTACT INFORMATION

CITY NOTICE CONTACT INFORMATION

John Bouchard and Sons Company

Mailing address 1024 Harrison St.
Nashville, TN 37203

Phone number 615-256-0112

Fax number 615-256-2427

Company Contact David Proctor

E-mail David.Proctor@jbouchard.com

Murfreesboro Water and Sewer Dept.

Mailing address 300 NW Broad St.
Murfreesboro, TN 37130

Phone number 615-890-0862

Fax number 615-896-4259

Company Contact Darren Gore

E-mail dgore@murfreesborotn.gov

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: Three (3)

DATE: March 8, 2016

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

Proposal Request No. 2

Item No. 1: Add 2x8 fascia, fascia wrap and "J" trim on gable rakes
ADD:\$1,352.58

Item No. 2: Add batten trim in Office and Toilet
ADD:\$516.60

Item No. 3: Add three additional 220v/1-Phase 50 amp circuits
ADD:.....\$2,179.00

TOTAL:\$4,048.18

Add calendar days to time of completion for weather delays
ADD:39 Calendar Day

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 \$4,475.10
The Contract Sum prior to this Change Order was \$299,275.10
The Contract Sum will be increased by this Change Order \$4,048.18
The new Contract Sum including this Change Order will be \$303,323.28
The Contract Time will be extended by 39 Calendar Days
The Date of Substantial Completion as of the date of this Change Order therefore is February 18, 2016

Equipment Storage Structures & Farm Maintenance Shop
Murfreesboro Water & Sewer Department
Change Order No. 3
March 8, 2016
Page 2

Johnson + Bailey Architects P.C.
ARCHITECT

Trinity Builders, Inc.
CONTRACTOR

Murfreesboro Water & Sewer Dept.
OWNER

BY 

BY _____

BY _____

DATE 03.08.2016

DATE _____

DATE _____



..... creating a better quality of life.

February 18, 2016

James Campbell
2161 Central Valley Rd.
Murfreesboro TN 37129

Dear Mr. Campbell:

This letter is to inform you that the Murfreesboro Water & Sewer Department is by this letter renewing the contract in place with James Campbell for another year. The current MWSD contract to cut and remove hay from the Coleman Farm will expire on April 30, 2016. The renewal term of the contract indicates the following:

Terms: *The term of this contract shall be from May 1, 2013, through April 30, 2014; and shall be subject to automatically renew for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of not more than five (5) years; unless the City exercises its right to terminate the contract. The City may terminate the contract in whole or part if it is dissatisfied with the Contractor's services, or if the Contractor, without clear documentation of an increase in the cost of labor costs, imposes an increase in the price of any service which the City is unwilling to accept.*

If you concur, please sign and return the enclosed Third Amendment to confirm your wish to continue the service contract for the period of May 1, 2016 through April 30, 2017. I enclosed a copy for your files.

Attached is a copy of the original contract dated April 22, 2013. The contract renewal option is detailed on paragraph 4 of the original contract.

If you have any questions, please let me know.

Yours truly,

A handwritten signature in black ink, appearing to read "Terry Taylor".

Terry Taylor
Operations Manager

**THIRD AMENDMENT OF CONTRACT
BETWEEN
CITY OF MURFREESBORO
AND
JAMES R. CAMPBELL, DBA CENTRAL VALLEY STABLES
FOR
HAY CUTTING AND REMOVAL – COLEMAN FARM**

This Third Amendment ("Third Amendment") to the Contract dated May 1, 2013, ("Contract") is effective as of this 1st day of May, 2016, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and James R. Campbell, dba Central Valley Stables, a sole proprietorship of the State of Tennessee ("Contractor") ("Contractor").

RECITALS

WHEREAS, on May 1, 2013, the City of Murfreesboro, hereinafter referred to as "City", entered into a contract with and James R. Campbell, dba Central Valley Stables, hereinafter referred to as "Contractor", for the provision of hay cutting and removal services for the Coleman Farm; and,

WHEREAS, the term of the contract between the City and Contractor is currently from May 1, 2015 to April 30, 2016; and,

WHEREAS, pursuant to clause 4 of the Contract, the Contract automatically renews for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of not more than five (5) years; unless the City exercises its right to terminate the contract;

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to clause 4 of the Contract for an additional year;

NOW THEREFORE, the City and Contractor mutually agree to extend the term of the current Contract, with all previous amendments, from May 1, 2016 until April 30, 2017, with all terms, conditions and pricing of the contract remaining the same.

CITY OF MURFREESBORO

**JAMES R. CAMPBELL
dba CENTRAL VALLEY STABLES**

By: _____
Shane McFarland, Mayor

By: 
James R. Campbell, Owner

APPROVED AS TO FORM:

David A. Ives, City Attorney

Kelley Blevins Baker, Staff Attorney



..... creating a better quality of life.

February 18, 2016

Steve McNabb
3577 Leanna Rd.
Murfreesboro TN 37129

Dear Mr. McNabb:

This letter is to inform you that the Murfreesboro Water & Sewer Department is by this letter renewing the contract in place with Steve McNabb for another year. The current MWSD contract to cut and remove hay from the Jordan Farm will expire on April 30, 2016. The renewal term of the contract indicates the following:

Terms: *The term of this contract shall be from May 1, 2013, through April 30, 2014; and shall be subject to automatically renew for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of not more than five (5) years; unless the City exercises its right to terminate the contract. The City may terminate the contract in whole or part if it is dissatisfied with the Contractor's services, or if the Contractor, without clear documentation of an increase in the cost of labor costs, imposes an increase in the price of any service which the City is unwilling to accept.*

If you concur, please sign and return the enclosed Third Amendment to confirm your wish to continue the service contract for the period of May 1, 2016 through April 30, 2017. I enclosed a copy for your files.

Attached is a copy of the original contract dated April 22, 2013. The contract renewal option is detailed on paragraph 4 of the original contract.

If you have any questions, please let me know.

Yours truly,

A handwritten signature in cursive script, appearing to read "Terry Taylor".

Terry Taylor
Operations Manager

**THIRD AMENDMENT OF CONTRACT
BETWEEN
CITY OF MURFREESBORO
AND
STEVE MCNABB
FOR
HAY CUTTING AND REMOVAL – JORDAN FARM**

This Third Amendment ("Third Amendment") to the Contract dated May 1, 2013, ("Contract") is effective as of this 1st day of May, 2016, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Steve McNabb, a sole proprietorship of the State of Tennessee ("Contractor") ("Contractor").

RECITALS

WHEREAS, on May 1, 2013, the City of Murfreesboro, hereinafter referred to as "City", entered into a contract with and Steve McNabb, hereinafter referred to as "Contractor", for the provision of hay cutting and removal services for the Jordan Farm; and,

WHEREAS, the term of the contract between the City and Contractor is currently from May 1, 2015 to April 30, 2016; and,

WHEREAS, pursuant to clause 4 of the Contract, the Contract automatically renews for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of not more than five (5) years; unless the City exercises its right to terminate the contract;

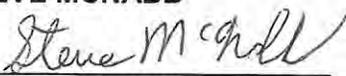
WHEREAS, the City and Contractor wish to extend the Contract term pursuant to clause 4 of the Contract for an additional year;

NOW THEREFORE, the City and Contractor mutually agree to extend the term of the current Contract, with all previous amendments, from May 1, 2016 until April 30, 2017, with all terms, conditions and pricing of the contract remaining the same.

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

STEVE MCNABB

By: 
Steve McNabb

APPROVED AS TO FORM:

David A. Ives, City Attorney

Kelley Blevins Baker, Staff Attorney



... creating a better quality of life.

April 7, 2016

Honorable Mayor and Members of City Council:

Consent Agenda

Re: Construction Contract Approval between Rice Construction Company and the City of Murfreesboro for City Hall Council Chambers Renovations

It is recommended that the City Council award a Construction Contract between Rice Construction and the City of Murfreesboro for the City Hall Council Chambers Renovations

Background

On March 17, 2016, staff received sealed bids for the Council Chambers Renovations project. The Invitation to Bid was released on February 19, 2016, published in the Murfreesboro Post on February 22, 2016, and a pre-bid meeting was conducted on March 8, 2016. The low Base Bid of \$57,224 submitted by Rice Construction Company, was reviewed by Johnson & Bailey Architects and found to be in conformance with the bidding documents. See Johnson & Bailey's Architects Award Recommendation and Bid Tabulation attached

Scope of Work

Remove existing auditorium seating and anchor bolts, install new tile carpet and vinyl base, and paint existing walls, ceiling bulkheads, and door frames. Replace existing front wall wood paneling with gypsum board. Remove or relocate various existing TV lights and monitors. Remove spotlights from ceiling box above council dais and close up panel box.

Construction Management

During construction, Johnson & Bailey Architects will review the work performed, hold progress meetings and process pay applications for a not-to-exceed amount of \$8,497.

Fiscal Impact

Fees for professional and construction services total \$65,721 falling under the \$80,000 budgeted for this project in the 2016 Capital Improvement Project budget.

Recommendation

Johnson & Bailey Architects and Staff recommend approval of the attached Construction Contract between Rice Construction Company and the City of Murfreesboro in the amount of \$57,224. Construction Contract has been approved by both the Legal and Purchasing Departments.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Dennis", with a long horizontal flourish extending to the right.

Ron Dennis
Facilities Maintenance Superintendent

Johnson + Bailey Architects P.C.

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



March 17, 2016

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

Re: Council Chambers
Renovations at
Murfreesboro City Hall
J+B No. 1525

Dear Mr. Dennis:

A Bid Opening for the referenced project was conducted at 11:30 A.M. on this date, at Murfreesboro City Hall. For a list of persons present, see attached Bid Opening - Attendance Record dated March 17, 2016. Also enclosed is a Bid Tabulation dated March 17, 2016.

A low Base Bid of \$57,224.00, was submitted by Rice Construction Company. This bidder is the apparent low bidder under the Base Bid condition. We have reviewed the bid documents and find them in conformance with the bidding requirements.

After the Bid Opening, we asked the representative of Rice Construction Company, Tim Rice if he had any reservations concerning his bid. Mr. Rice advised that he was comfortable with his bid.

Based on the above, we recommend acceptance of the low Base Bid from Rice Construction Company, for a total construction cost of \$57,224.00.

Upon your instruction, and direction, we will prepare a construction contract and forward to the Contractor.

We are available to discuss the above at your convenience.

Sincerely,

JOHNSON + BAILEY ARCHITECTS P.C.

Andy Donnelly, AIA

cc: Alan Bozeman (w /enclosures)
Lyle Lynch (w/ enclosures)

encl: Bid Opening - Attendance Record dated 3-17-16
Bid Tabulation Sheet dated 3-17-16

Council Chambers Renovations at
 Murfreesboro City Hall
 Murfreesboro, TN
 March 17, 2016 at 11:30 AM
 J+B No. 1525

BIDDERS	BB	PA	CC	DA	BASE BID	COMMENTS
Baron Construction, LLC 652 Old Ezell Road Nashville, TN 37217 (615) 690-7770	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	81,000.00	
Impulse Electrical Systems 8909 Couchville Pike Mt. Juliet, TN 37122 (615) 356-6133	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	67,700.00	
KCS Construction Company P.O. Box 1939 Columbia, TN 38402 (931) 490-9782	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No BID	
Rice Construction Company 2327 Gravett Street Murfreesboro, TN 37129 (731) 616-7423	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	57,224.00	
Ryzec Building Group 133 Holiday Court, Ste 210 Franklin, TN 37067 (615) 794-3764	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	59,900.00	
Sain Construction 713 Vincent Street Manchester, TN 37355 (931) 728-7644	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	110,000.00	

RECEIVED BY: RLL
 WITNESS: _____

BID OPENING - ATTENDANCE RECORD

Re: COUNCIL CHAMBERS RENOVATION AT
MURFREESBORO CITY HALL
Murfreesboro, TN
J+B No. 1525

Date: Thursday, March 17, 2016 - 11:30 A.M.

REPRESENTATIVE	COMPANY
Brent House	Impulse, Inc. Phone: 615-355-6133 Fax: 615-355-6118
Jason Little	Sain Construction Phone: 931-728-7644 Fax: 931-728-7944
Melinda Venable	Baron Construction Phone: 615-690-7770 Fax:
Tim Rice	Rice Construction Phone: 771-616-7428 Fax:
Bert Carrick	Ryzec Group Phone: 615-438-4780 Fax: 615-794-3740
Rons DENNIS	CITY OF MURFREESBORO Phone: 615-642-1195 Fax:
Lyle Lynch	J+B Architects Phone: 615-890-4560 Fax: 615-890-4564
Andy Donnelly	J+B ARCHITECTS Phone: 615-890-4560 Fax: 615-890-4564
	Phone: Fax:



AIA[®]

Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty First (21st) day of March in the year Two Thousand Sixteen
(In words, indicate day, month and year.)

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

City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

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

Rice Construction Company
2327 Gravett Street
Murfreesboro, Tennessee 37129

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

Council Chambers Renovations
Murfreesboro City Hall
Murfreesboro, Tennessee
J+B No. 1525

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

Johnson + Bailey Architects P.C.
100 East Vine Street
City Center, Suite 700
Murfreesboro, Tennessee 37130

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Date of Commencement shall be established in a written Notice to Proceed with construction issued by the Architect on behalf of the Owner.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

None

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Twenty One (21) calendar days from the date of commencement.

Init.

*(Paragraphs deleted)*The Contractor and the Contractor's Surety shall be liable for and shall pay the Owner the sum of Four Hundred Dollars (\$400.00), as fixed and agreed upon liquidated damages for each calendar day of delay in excess of the Contract Completion Date, established herein, until the work is substantially complete as defined in AIA Document A201, Subparagraph 9.8.1.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Fifty Seven Thousand, Two Hundred Twenty Four Dollars (\$ 57,224.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A	N/A	N/A

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N/A	N/A

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty Five (25) days after the Architect receives the Application for Payment.

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

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

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

init.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

None

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

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

init.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Three % Per Annum

§ 8.3 The Owner’s representative:
(Name, address and other information)

Ron Dennis
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

§ 8.4 The Contractor’s representative:
(Name, address and other information)

Tim Rice, Owner
Rice Construction Company
2327 Gravett Street
Murfreesboro, Tennessee 37129

§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

Init.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Specification Section 00800	SUPPLEMENT TO GENERAL CONDITIONS	January 14, 2016	Fourteen (14)

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
 Per attached Index, Pages 1 and 2, dated January 14, 2016.

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
 Per attached Specification Section 00850, DRAWING INDEX, Page 1, dated January 14, 2016.

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
One	March 9, 2016	Three (3)

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Section 00020	January 14, 2016 INVITATION TO BIDDERS	1
Section 00100	January 14, 2016 INSTRUCTIONS TO BIDDERS	6
Section 00101	January 14, 2016 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS	2
Section 00300	January 14, 2016 PROPOSAL	5

Init.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

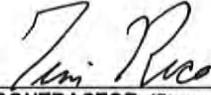
Type of insurance or bond	Limit of liability or bond amount
Insurance	Per Specification Section 00900-SUPPLEMENT TO GENERAL CONDITIONS
Performance Bond	100% of Contract Sum
Labor and Material Payment Bond	100% of Contract Sum

This Agreement entered into as of the day and year first written above.

CITY OF MURFREESBORO
111 West Vine Street
Murfreesboro, Tennessee 37129

RICE CONSTRUCTION COMPANY
2327 Gravett Street
Murfreesboro, Tennessee 37129

OWNER (Signature)
Shane McFarland, Mayor
Date: _____
(Printed name and title)



CONTRACTOR (Signature)
Tim Rice, Owner
Date: _____
(Printed name and title)

APPROVED AS TO FORM:



OWNER (Signature)
~~Cecilia D. Tidwell~~
David Ives, City Attorney
City of Murfreesboro
Date: 4/11/16
(Printed name and title)

Init.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Richard Lyle Lynch, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:25:06 on 03/21/2016 under Order No. 8193487275_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Architect

(Title)

3.21.16

(Dated)

Additions and Deletions Report for **AIA® Document A101™ – 2007**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:25:06 on 03/21/2016.

PAGE 1

AGREEMENT made as of the Twenty First (21st day of March in the year Two Thousand Sixteen

...

City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

...

Rice Construction Company
2327 Gravett Street
Murfreesboro, Tennessee 37129

...

Council Chambers Renovations
Murfreesboro City Hall
Murfreesboro, Tennessee
J+B No. 1525

...

Johnson + Bailey Architects P.C.
100 East Vine Street
City Center, Suite 700
Murfreesboro, Tennessee 37130

PAGE 2

Date of Commencement shall be established in a written Notice to Proceed with construction issued by the Architect on behalf of the Owner.

...

None

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Twenty One (21) calendar days from the date of ~~commencement~~, or as follows: commencement.

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

~~subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)~~

The Contractor and the Contractor's Surety shall be liable for and shall pay the Owner the sum of Four Hundred Dollars (\$400.00), as fixed and agreed upon liquidated damages for each calendar day of delay in excess of the Contract Completion Date, established herein, until the work is substantially complete as defined in AIA Document A201, Subparagraph 9.8.1.

PAGE 3

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Fifty Seven Thousand, Two Hundred Twenty Four Dollars (\$ 57,224.00), subject to additions and deductions as provided in the Contract Documents.

...

N/A

...

N/A

N/A

N/A

...

N/A

N/A

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty Five (25) days after the Architect receives the Application for Payment.

PAGE 4

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %);

...

None

PAGE 5

Litigation in a court of competent jurisdiction

...

Three % Per Annum

...

Ron Dennis
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

...

Tim Rice, Owner
Rice Construction Company
2327 Gravett Street
Murfreesboro, Tennessee 37129

PAGE 6

<u>Specification Section</u> <u>00800</u>	<u>SUPPLEMENT TO</u> <u>GENERAL</u> <u>CONDITIONS</u>	<u>January 14, 2016</u>	<u>Fourteen (14)</u>
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...

Per attached Index, Pages 1 and 2, dated January 14, 2016.

Section	Title	Date	Pages
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...

Per attached Specification Section 00850, DRAWING INDEX, Page 1, dated January 14, 2016.

Number	Title	Date
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...

<u>One</u>	<u>March 9, 2016</u>	<u>Three (3)</u>
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...

<u>Section 00020</u>	<u>January 14, 2016 INVITATION TO BIDDERS</u>	<u>1</u>
<u>Section 00100</u>	<u>January 14, 2016 INSTRUCTIONS TO BIDDERS</u>	<u>6</u>
<u>Section 00101</u>	<u>January 14, 2016 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS</u>	<u>2</u>
<u>Section 00300</u>	<u>January 14, 2016 PROPOSAL</u>	<u>5</u>

Type of insurance or bond
Insurance

Limit of liability or bond amount (\$0.00)
Per Specification Section 00900-SUPPLEMENT TO
GENERAL CONDITIONS

Performance Bond
Labor and Material Payment Bond

100% of Contract Sum
100% of Contract Sum

...

CITY OF MURFREESBORO
111 West Vine Street
Murfreesboro, Tennessee 37129

RICE CONSTRUCTION COMPANY
2327 Gravett Street
Murfreesboro, Tennessee 37129

...

Shane McFarland, Mayor
Date:

Tim Rice, Owner
Date:

...

APPROVED AS TO FORM:

OWNER (Signature)

David Ives, City Attorney
City of Murfreesboro

Date:

(Printed name and title)

00020 INVITATION TO BIDDERS

**COUNCIL CHAMBERS RENOVATIONS AT
MURFREESBORO CITY HALL
MURFREESBORO, TENNESSEE**

Sealed Proposals for Council Chambers Renovations at Murfreesboro City Hall, Murfreesboro, Tennessee, will be received by the Owner at City Council Chambers, Murfreesboro City Hall, 111 West Vine Street, Murfreesboro, Tennessee, on Thursday, March 17, 2016, at 11:30 A.M., local time. Bids will be opened publicly and read aloud.

Plans and other contract documents shall be obtained by Bidders from the office of Johnson+Bailey Architects P.C., 100 East Vine Street, Suite 700, Murfreesboro, Tennessee. A deposit check for Eight Hundred Dollars (\$800.00), made payable to Johnson+Bailey Architects, will be required for two (2) sets of plans and specifications. Checks will be refunded to all Bidders who return plans and specifications in good condition within ten (10) days after Proposals are opened, with the exception of the deposit from the Bidder to whom the Contract is awarded. The low Bidder to whom the contract is awarded will be provided with twelve (12) complete sets of plans and specifications in consideration for the deposit paid. Bidders are required to submit the plans deposit, obtain contract documents, and register as a bidder with the Architect. Bids from Contractors not registered with the Architect as a plans holder will not be opened.

A Pre-Bid Conference will be conducted at Council Chambers, Murfreesboro City Hall, 111 West Vine Street, Murfreesboro, Tennessee, on Tuesday, March 8, 2016, at 10:00 A.M., local time. Attendance at the Pre-Bid Conference is highly recommended, but is not a requirement for bid submittal.

Individual drawings, specification sections, and/or complete sets of plans and specifications and other bid documents may be obtained by Material Suppliers, Subcontractors, and General Contractors from a printing company designated by the Architect. The designated printing company for this project is:

PROGRAPHICS
1811 Church
Nashville, TN 37203
Telephone: (615) 327-0386

Bidders shall be licensed General Contractors as required by applicable laws of the State of Tennessee.

Each Proposal shall be accompanied by a bid bond in the amount of 5% of the bid. The bond is required as a guarantee that, if the bid is accepted, a contract will be entered into.

A performance bond and a labor and material payment bond in the amount of 100% of contract sum, issued by a bonding company licensed in the State of Tennessee and acceptable to Owner, will be required of successful bidder to guarantee faithful performance of work under the contract (see Supplement to General Conditions of the Contract).

In the event Bidder to whom the contract is awarded fails to execute a satisfactory contract and bond, he shall be eliminated and shall forfeit his bid bond, and shall be liable for any loss occasioned to the Owner because of such failure.

BY: JOHNSON + BAILEY ARCHITECTS, P.C.

FOR: CITY OF MURFREESBORO
111 WEST VINE STREET
MURFREESBORO, TN. 37130
ROBERT J. LYONS, CITY MANAGER

- END OF SECTION -



Document A701™ – 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address)
Council Chambers Renovations at
Murfreesboro City Hall
Murfreesboro, Tennessee
J+B No. 1525

THE OWNER:

(Name, legal status and address)
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

THE ARCHITECT:

(Name, legal status and address)
Johnson + Bailey Architects P.C.
100 East Vine Street
City Center, Suite 700
Murfreesboro, Tennessee 37130

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	DEFINITIONS
2	BIDDER'S REPRESENTATIONS
3	BIDDING DOCUMENTS
4	BIDDING PROCEDURES
5	CONSIDERATION OF BIDS
6	POST-BID INFORMATION
7	PERFORMANCE BOND AND PAYMENT BOND
8	FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

SECTION 00101 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

GENERAL: The following supplements modify the "Instructions to Bidders", AIA Document A701, 1997 Edition. Where a portion of the "Instructions to Bidders" is modified or deleted by these Supplementary Instructions, the unaltered portions of the Instructions to Bidders shall remain in effect.

ARTICLE 1: DEFINITIONS

ADD THE FOLLOWING PARAGRAPH 1.10:

- | | | |
|------|---|---|
| 1.10 | The Owner for this project is: | The Architect for this project is: |
| | City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130 | Johnson + Bailey Architects, P.C.
100 East Vine Street, Suite 700
Murfreesboro, Tennessee 37130 |

ARTICLE 3: BIDDING DOCUMENTS

REVISE PARAGRAPH 3.1.1 AS FOLLOWS:

- 3.1.1 Delete the last sentence of 3.1.1

ADD THE FOLLOWING PARAGRAPH 3.1.5:

- 3.1.5 Bidders are required to submit the plans deposit, obtain contract documents, and register as a bidder with the Architect. Bids from Contractors not registered with the Architect as a plans holder will not be opened.

ADD THE FOLLOWING PARAGRAPH 3.2.4:

- 3.2.2 Bidders and sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least ninety-six (96) hours prior to bid opening.
- 3.2.4 If discrepancies exist between or within the Drawings and Specifications and time does not permit preparation and delivery of Addenda, Bidders shall figure to furnish and install the item involving the higher quality and greater amount of labor and materials.

REVISE PARAGRAPH 3.4.3 AS FOLLOWS:

- 3.4.3 Addenda will be issued no later than forty eight (48) prior to bid opening except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

ARTICLE 4: BIDDING PROCEDURES

REVISE PARAGRAPH 4.1.1 AS FOLLOWS:

- 4.1.1 Bids shall be submitted on Proposal Forms located in the specifications (see Section 00300). Bidders may either remove the Proposal Form from the Specifications or photocopy the form. **Proposals, Form for Certificate of Compliance with Tennessee Licensing Law, and Drug-Free Workplace Program Certification** shall be submitted in a sealed opaque envelope with the following information located on the front of the envelope [if any of the required information is not included, the bid will **not** be opened]:

NAME OF PROJECT
NAME OF CONTRACTOR
CONTRACTORS LICENSE NUMBER AND EXPIRATION DATE
LICENSE LIMIT
DATE

NAME OF ARCHITECT

State of Tennessee Contractors License No., License Number/Classification, License Expiration Date, and License Limit shall be indicated for each Subcontractor listed below. Subcontractors indicated on the face of the Bid Envelope **must** be used in the capacity listed:

ELECTRICAL SUBCONTRACTOR

ARTICLE 6: POST-BID INFORMATION

REVISE PARAGRAPH 6.3.1. AS FOLLOWS:

- 6.3.1. The low Bidder shall, by 10:00 A.M. on the day following the bid opening, furnish to the Owner through the Architect in writing by e-mail to the Architect (rlynch@jbarchitects.com) the following:
- .1 a designation of the Work to be performed with the Bidder's own forces;
 - .2 names of the manufacturers, products and the suppliers of principal items or systems of materials and equipment proposed for the Work whose contract exceeds \$10,000.00;
 - .3 names of Subcontractors or Material Suppliers (including those who are to furnish materials or equipment fabricated to a special design) proposed for each section, or Subsection as appropriate, listed in the Project Specifications whose contract exceeds \$10,000.00; and
 - .4 The Subcontractors and Material Suppliers listed may not be changed without approval of the Owner and Architect.

ADD THE FOLLOWING PARAGRAPH 6.3.5

- 6.3.5: Prior to execution of contract deliver to Architect satisfactory proof of carriage of all insurance required by the Supplement to General Conditions.

REVISE PARAGRAPH 7.2.1 AS FOLLOWS:

- 7.2.1. The low Bidder shall, within five (5) consecutive calendar days after the date of receipt of written notification confirming the Owner's intent to award the Contract, deliver the required Bonds, Certificates of Insurance and Insurance Binders or policies (where applicable), to the Owner through the Architect.

- END OF SECTION -

SECTION 00300 PROPOSAL

COUNCIL CHAMBERS RENOVATIONS AT
MURFREESBORO CITY HALL
MURFREESBORO, TENNESSEE
J+B NO. 1525

DATE SUBMITTED: 3-17-16

CONTRACTOR: Rice Construction

TO: City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person, or persons interested in this Proposal as principal, or principals, is or are named herein and that this Proposal is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the Work and informed himself fully in regard to all conditions thereon and has examined the Drawings, Specifications, and Contractual Documents for the Work and has satisfied himself relative to the Work to be performed.

Time being of the essence, the Bidder proposes and agrees to commence work with an adequate force and equipment on a date to be specified in a written Order of the Architect, and to complete all work within Twenty One (21) calendar days from the written Notice to Proceed

It is understood that the Notice to Proceed with construction will not be issued until the following documents have been delivered to the Owner through the Architect for review and execution:

- Contractor executed Standard Form of Agreement Between Owner and Contractor, AIA Document, A101, 2007 Edition.
- Performance Bond, Material and Labor Payment Bond.
- Insurance Certificate
- List of Subcontractors
- Schedule of Values
- Builders Risk Insurance (purchased for Owner by Contractor)

Whereas the Owner will suffer loss of use if the project is not complete on or before Twenty One (21) calendar days after Notice to Proceed is issued, the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of Four Hundred Dollars (\$400.00) as fixed and agreed liquidated damages for each calendar day of delay (in excess of the Contract Completion Date established herein) until the work is substantially complete as defined in AIA Document A201, Subparagraph 9.8.1. Architect shall issue a Certificate of Substantial Completion (AIA Document G704) to verify date work is substantially complete.

The Bidder further agrees that he will not withdraw this Proposal within a period of Forty-Five (45) consecutive calendar days from and including the date of this Proposal and that, if this Proposal is accepted, he will execute a Contract within said forty-five (45) day period and within five (5) consecutive calendar days after date of written notice of such acceptance. In case of failure on the Bidder's part to perform as agreed above, the monies payable on the Bid Bond accompanying this Proposal shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the Bid Bond shall be returned to the Bidder.

The Bidder further proposes and agrees to contract with the Owner on the A.I.A. Standard Form of Agreement between Owner and Contractor for a Lump Sum to furnish for the following sum all necessary materials, equipment, tools, apparatus, means of transportation and labor necessary to complete the construction of the Project in complete accordance with the shown, noted, described, and reasonable intended requirements of

Drawings, Specifications, and Contract Documents with the definite understanding that no money will be allowed for extra work except as set forth in the Contractual Documents.

The Bidder further agrees that he and each subcontractor employing no less than five (5) employees will execute and submit to the Owner the attached DRUG FREE WORKPLACE AFFIDAVIT. No Contractor or Subcontractor may perform work on this project unless this form is fully executed and submitted prior to the start of the project. The General Contractor shall submit a fully executed, notarized copy of this form with this bid.

BASE BID Fifty Seven Thousand Two hundred and Twenty Four DOLLARS *NO GEN*
(\$ 57,224.⁰⁰)

The undersigned states that he has received and taken into consideration

Addenda No. 1 Dated 3-9-16
Addenda No. _____ Dated _____
Addenda No. _____ Dated _____
Addenda No. _____ Dated _____

EXECUTION OF AGREEMENT:

The undersigned agrees that if written notice of acceptance of this proposal is mailed, telegraphed, or delivered to him within forty-five (45) days after opening of proposals, he will promptly execute an Agreement with the Owner in accordance with the Bid Documents.

COMPANY: Rice Construction DATE: 3-17-16
BY: Tim Rice TITLE: Owner

FORM FOR
CERTIFICATE OF COMPLIANCE
WITH
TENNESSEE LICENSING LAW

This is to certify that the undersigned has fully complied with all requirements of Chapter 135, Public Acts of 1945, and Chapter 164, Public Acts of 1947, of the General Assembly of the State of Tennessee, known as the General Contractors Licensing Law. Certificate No. 22309 was issued to the undersigned on 1-28, 2016, by the State Board of Licensing General Contractors. My license limit is 500,000.00 and my bid does not exceed this. My license classification and limit are as follows:

BC, HRA; Classification
500,000.00 Limit

Rice Construction
BIDDER
Tim Rice
BY
Owner
TITLE

The Contractor's license number and date of expiration must appear on the envelope containing the bid; otherwise, the bid will not be considered.

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

STATE OF Tennessee
COUNTY OF Tipton

**CONTRACTOR'S 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.

Rice Construction
Name of Bidder

Tim Rice Owner
Printed Name and Title of Principal Officer

Tim Rice
Signature by Principal Officer

Sworn to and subscribed before me a Notary Public for the above state and county, on this 16th day of March, 2016.

Belinda H. Smitty
Notary Public

My Commission Expires





FEB 23 2016

Tennessee Bureau of Workers' Compensation
220 French Landing Drive, 1-B
Nashville, TN 37243-1002

Phone: 615-532-1321 FAX: 615-253-5265 Email: DFW_Program@tn.gov
<http://www.tn.gov/workforce/article/drug-free-workplace-program>

Drugfree Workplace Program

2016057210

DRUG FREE WORKPLACE PROGRAM APPLICATION

1. This application must be complete, legible and signed or it will be RETURNED.
2. This application must be resubmitted anytime the employer changes insurance carriers.
3. This form must be submitted to the Bureau. Please include the completed original copy of this form plus one photocopy, a copy of PROOF OF COVERAGE and two pre-addressed, stamped envelopes:
 - a. One addressed to your Workers' Compensation insurance Carrier and
 - b. One addressed to the employer named below.
4. THIS APPLICATION MUST BE RENEWED ANNUALLY.

Circle one: New application Renewal application Changed Insurance Carrier

Company Name Rice Construction FEIN: 62-1517872

Mailing Address P.O. Box 2022 City Murfreesboro State & Zip TN 37133

Business Address 385 Stanford Road City Covington State & Zip TN 38019

Phone # 731-646-7423 Fax # _____ Email Riceconstruction@gmail.com

Name of Substance Abuse Program Administrator _____

Nature of Business General Contractor Total # of FT & PT employees 2

Workers' Compensation Insurance Carrier Builders Mutual Insurance Group

Lab Certification (circle one): HSA CAP-FUDTAP Other _____

Name of Testing Laboratory Quest Diagnostics City Atlanta State GA ZIP 30308

Name of Medical Review Officer (MRO) Dr. Steve Krachi Phone # 888-352-2281

Date you conducted or plan to conduct an annual minimum two-hour of Workplace Substance Abuse Recognition training for supervisory personnel. 2/23/2016

Date you conducted or plan to conduct an annual minimum one-hour of Workplace Substance Education and Awareness Program for all your employees. TBD

Now applicants only:

Date written policy statement was provided to employees 2/22/2016 Effective date of your program 2/22/2016

Renewal applicants only:

Number of tests performed in past 12 months for each of the following:

Job Applicants:	Total _____	Positive _____	Routine Fitness for Duty:	Total _____	Positive _____
Post work accident:	Total _____	Positive _____	CAP Follow-up:	Total _____	Positive _____
Random (optional):	Total _____	Positive _____	Reasonable Suspicion:	Total _____	Positive _____

I hereby certify that all provisions and requirements of the Tennessee Drug-Free Workplace Program as established by T.C.A. have been met and implemented.

Tim Rice Owner
Owner/Officer's Signature and title

Tim Rice
Printed name

2-22-16
Date

W. James Wheaton
Bureau of Workers' Compensation Representative Signature

Title

2/22/16
Acceptal Date

 **AIA** Document A312™ – 2010

Performance Bond

Bond #80C004251

CONTRACTOR:

(Name, legal status and address)

Rice Construction
2327 Gravett St., Murfreesboro, TN 37129

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
62 Maple Avenue, Keene, NH 03431

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

CONSTRUCTION CONTRACT

Date: 03/21/16

Amount: \$57,224.00

Fifty-Seven Thousand Two Hundred Twenty-Four & 00/100

Description:

(Name and location)

Council Chambers Renovations
Murfreesboro City Hall, Murfreesboro, TN

BOND

Date: 03/29/16

(Not earlier than Construction Contract Date)

Amount: \$57,224.00

Murfreesboro City Hall

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

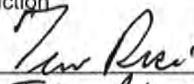
Company: *(Corporate Seal)*

Rice Construction

SURETY

Company: *(Corporate Seal)*

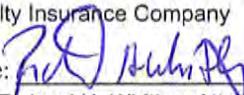
The Ohio Casualty Insurance Company

Signature: 

Name: Tim Rice

and Title: Owner

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: 

Name: Richard H. Whitley, Atty-In-Fact

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

McDaniel-Whitley, Inc.
800 Ridgeland Blvd., Ste 300-A
Memphis, TN 38120
901.881.6464

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Johnson & Bailey Architects, P.C.
100 East Vine Street
City Center, Suite 700
Murfreesboro, TN 37130

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ *(Corporate Seal)*

Company: _____ *(Corporate Seal)*

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

Init.



AIA Document A312™ – 2010

Payment Bond

Bond #80C004251

CONTRACTOR:

(Name, legal status and address)

Rice Construction
2327 Gravett St., Murfreesboro, TN 37129

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
62 Maple Avenue, Keene, NH 03431

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

CONSTRUCTION CONTRACT

Date: 03/21/16

Amount: \$57,224.00

Fifty-Seven Thousand Two Hundred Twenty-Four & 00/100

Description:

(Name and location)

Council Chambers Renovations
Murfreesboro City Hall, Murfreesboro, TN

BOND

Date: 03/29/16

(Not earlier than Construction Contract Date)

Amount: \$57,224.00

Murfreesboro City Hall

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Rice Construction

Signature: Tim Rice

Name: Tim Rice
and Title: Owner

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: (Corporate Seal)

The Ohio Casualty Insurance Company

Signature: Richard H. Whitley

Name: Richard H. Whitley, Atty-in-Fact
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

McDaniel-Whitley, Inc.
800 Ridgelake Blvd., Ste 300-A
Memphis, TN 38120
901.881.6464

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Johnson & Bailey Architects, P.C.
100 East Vine Street
City Center, Suite 700
Murfreesboro, TN 37130

Init.

AIA Document A312™ – 2010. The American Institute of Architects. This document was created on _____ under the terms of
AIA Documents-on-Demand™ order no. _____, and is not for resale. This document is licensed by The American Institute of Architects for
one-time use only, and may not be reproduced prior to its completion. 061010

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

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. 7060936

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, James S. Brown; Michael A. McDaniel; Richard H. Whitley

all of the city of Memphis, 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 21st day of July, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 21st day of July, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, 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 David M. Carey, 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, Gregory W. Davenport, 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 29 day of March, 20 16.



By: Gregory W. Davenport
Gregory W. Davenport, 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 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

City of Mufreesboro is named as additional insured as respects to general liability on a primary & non contributory basis.



April 7, 2016

Honorable Mayor and Members of City Council:

Consent Agenda

Re: Construction Contract Approval between Ryzec Building Group and the City of Murfreesboro for City Hall Communications Department Renovations.

It is recommended that the City Council approve a Construction Contract between Ryzec Building Group and the City of Murfreesboro for City Hall Communications Department Renovations.

Background

On March 17, 2016, staff received sealed bids for the Communications Department Renovations project. The Invitation to Bid was released on February 19, 2016, published in the Murfreesboro Post on February 22, 2016, and a pre-bid meeting was conducted on March 8, 2016. The low Base Bid of \$151,120.00, submitted by Ryzec Building Group, was reviewed by Johnson & Bailey Architects and found to be in conformance with the bidding documents. See Johnson & Bailey's Architects Award Recommendation and Bid Tabulation attached

Scope of Work

The renovations to the Communications Department includes a complete redesign of the work area for a new TV production equipment, rack server room with raised computer flooring and standalone HVAC system, new TV production control room, an office for the Public Information Officer, an edit room with four suites and storage.

Construction Management

During construction, Johnson & Bailey Architects will review the work performed, hold progress meetings and process pay applications for a not-to-exceed amount of \$19,183.00.

Fiscal Impact

Fees for professional and construction services total \$170,303 falling well under the \$225,000 budgeted for this project in the 2016 Capital Improvement Project budget.

Recommendation

Johnson & Bailey Architects and staff recommend approval of the attached Construction Contract between the Ryzec Building Group and the City of Murfreesboro in the amount of \$151,120. Construction Contract has been approved by both the Legal and Purchasing Departments.

Sincerely,

A handwritten signature in black ink, appearing to read "R. E. Dennis", with a long horizontal flourish extending to the right.

Ron Dennis
Facilities Maintenance Superintendent

Johnson + Bailey Architects P.C.

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

March 17, 2016



Mr. Ron Dennis
Facilities Maintenance Superintendent
City of Murfreesboro
620 West Main Street
Murfreesboro, TN. 37130

Re: Communications Department
Renovations at
Murfreesboro City Hall
J+B No. 1518

Dear Mr. Dennis:

A Bid Opening for the referenced project was conducted at 11:00 A.M. on this date, at Murfreesboro City Hall. For a list of persons present, see attached Bid Opening - Attendance Record dated March 17, 2016. Also enclosed is a Bid Tabulation dated March 17, 2016.

A low Base Bid of \$151,120.00, was submitted by Ryzec Building Group. This bidder is the apparent low bidder under the Base Bid condition. We have reviewed the bid documents and find them in conformance with the bidding requirements.

After the Bid Opening, we asked the representative of Ryzec Building Group, Bert Carrick if he had any reservations concerning his bid. Mr. Carrick advised that he was comfortable with his bid.

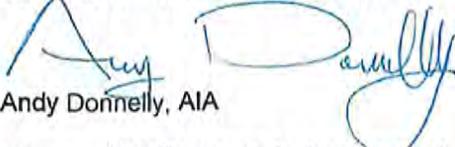
Based on the above, we recommend acceptance of the low Base Bid from Ryzec Building Group for a total construction cost of \$151,120.00.

Upon your instruction, and direction, we will prepare a construction contract and forward to the Contractor.

We are available to discuss the above at your convenience.

Sincerely,

JOHNSON + BAILEY ARCHITECTS P.C.

 AIA

Andy Donnelly, AIA

cc: Alan Bozeman (w /enclosures)
Lyle Lynch (w/ enclosures)

encl: Bid Opening - Attendance Record dated 3-17-16
Bid Tabulation Sheet dated 3-17-16

BID OPENING - ATTENDANCE RECORD

Re: COMMUNICATIONS DEPARTMENT RENOVATIONS AT
 MURFREESBORO CITY HALL
 Murfreesboro, TN
 J+B No. 1518

Date: Thursday, March 17, 2016 - 11:00 A.M.

REPRESENTATIVE	COMPANY	
Chris Sanchez	Roscoe Brown Inc.	Phone: (615) 893-6972 Fax: (615) 893-6980
Lyle Lynch	J+B Architects	Phone: 615-890-4560 Fax: 615-890-4564
Bert Carrick	Ryzec Group	Phone: 615-438-4780 Fax: 615-794-3740
Brent House	Impulsz	Phone: 615-355-6133 Fax: 615-355-6118
Tim Rice	Rice Construction	Phone: 731-616-7423 Fax:
RON DERINZ	CITY OF M'BOR	Phone: 415 642 1195 Fax:
Melinda Venable	Baron Construction	Phone: 615 690 7710 Fax:
Jayson Little	Sain Construction	Phone: 931-728-7644 Fax: 931-728-7944
ANDY DONNELLY	J+B ARCHITECTS	Phone: 615-890-4560 Fax: 615-890-4564
		Phone: Fax:

Communications Department Renovations at
 Murfreesboro City Hall
 Murfreesboro, TN
 March 17, 2016 at 11:00 AM
 J+B No.1518

BIDDERS	BB	PA	CC	DA	BASE BID	COMMENTS
Baron Construction, LLC 652 Old Ezell Road Nashville, TN 37217 (615) 690-7770	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	179,000.00	
Impulse Electrical Systems, Inc 8909 Couchville Pike Mt. Juliet, TN 37122 (615) 355-6133	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	168,900.00	
KCS Construction Company P.O. Box 1939 Columbia, TN 38402 (931) 490-9782	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No Bid	
Rice Construction Company 2327 Gravett Street Murfreesboro, TN 37129 (731) 616-7423	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	163,545.00	
Ryzec Building Group 133 Holiday Court, Ste 210 Franklin, TN 37067 (615) 794-3764	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	151,120.00	Apparent low bidder
Sain Construction Company 713 Vincent Street Manchester, TN 37355 (931) 728-7644	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	278,000.00	

RECEIVED BY: RLL
 WITNESS: JJK



AIA[®]

Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty First (21st) day of March in the year Two Thousand Sixteen (2016)
(In words, indicate day, month and year.)

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

City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

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

Ryzec Building Group
133 Holiday Court
Suite 210
Franklin, Tennessee 37067

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

Communications Department
Renovations at Murfreesboro City Hall
Murfreesboro, Tennessee
J+B No. 1518

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

Johnson + Bailey Architects P.C.
100 East Vine Street
City Center, Suite 700
Murfreesboro, Tennessee 37130

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Date of Commencement shall be established in a written Notice to Proceed with construction issued by the Architect on behalf of the Owner.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

None

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the Phase 1 Work not later than Twenty one (21) calendar days from the date of Notice to Proceed. Construction Phase 2 shall commence Eighty Four (84) calendar days after Notice to Proceed, and be substantially complete with the Phase 2 Work within One Hundred Five (105) calendar days after Notice to Proceed.

(Table deleted)

(Paragraphs deleted) The Contractor and the Contractor's Surety shall be liable for and shall pay the Owner the sum of Four Hundred Dollars (\$400.00), as fixed and agreed upon liquidated damages for each calendar day of delay in excess of the Contract Completion Date, established herein, until the work is substantially complete as defined in AIA Document A201, Subparagraph 9.8.1.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Fifty One Thousand, One Hundred Twenty Dollars (\$ 151,120.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A	N/A	N/A

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N/A	N/A

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty Five (25) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

None

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

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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User Notes:

(1450652522)

Init.

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(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Three % Per Annum

§ 8.3 The Owner’s representative:
(Name, address and other information)

Ron Dennis
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

§ 8.4 The Contractor’s representative:
(Name, address and other information)

Bert Carrick, Principal
Ryzec Building Group
133 Holiday Court
Suite 210
Franklin, Tennessee 37067

§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Specification Section 00800	SUPPLEMENT TO GENERAL CONDITIONS	January 14, 2016	Fourteen (14)

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
 Per attached Index, Pages 1 and 2, dated January 14, 2016.

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
 Per attached Specification Section 00850, DRAWING INDEX, Page 1, dated January 14, 2016.

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
One (1)	March 9, 2016	Two (2)
Two (2)	March 15, 2016	Three (3)

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Section 00020	January 14, 2016	INVITATION TO BIDDERS	1
Section 00100	January 14, 2016	INSTRUCTIONS TO BIDDERS	6
Section 00101	January 14, 2016	SUPPLEMENTARY INSTRUCTIONS TO BIDDERS	2
Section 00300	January 14, 2016	PROPOSAL	5

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount
Insurance	Per Specification Section 00900-SUPPLEMENT TO GENERAL CONDITIONS
Performance Bond	100% of Contract Sum
Labor and Material Payment Bond	100% of Contract Sum

This Agreement entered into as of the day and year first written above.

CITY OF MURFREESBORO
111 West Vine Street
Murfreesboro, Tennessee 37129

RYZEC BUILDING GROUP
133 Holiday Court, Suite 210
Franklin, Tennessee 37067

OWNER (Signature)
Shane McFarland, Mayor
Date: _____
(Printed name and title)

Bert Carrick

CONTRACTOR (Signature) *Bert Carrick*
Principal
Bert Carrick, Principal
Date: *3/31/16*

(Printed name and title)

APPROVED AS TO FORM:



OWNER (Signature)
David Ives, *CEAUC D. TINDALL*
City Attorney
City of Murfreesboro
Date: *4/1/16*

(Printed name and title)

Init.

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Richard Lyle Lynch, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:03:05 on 03/21/2016 under Order No. 8193487275_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Richard Lyle Lynch

(Signed)

Architect

(Title)

3.21.16

(Dated)

Additions and Deletions Report for AIA® Document A101™ – 2007

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:03:05 on 03/21/2016.

PAGE 1

AGREEMENT made as of the Twenty First (21st) day of March in the year Two Thousand Sixteen (2016)

...

City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

...

Ryzec Building Group
133 Holiday Court
Suite 210
Franklin, Tennessee 37067

...

Communications Department
Renovations at Murfreesboro City Hall
Murfreesboro, Tennessee
J+B No. 1518

...

Johnson + Bailey Architects P.C.
100 East Vine Street
City Center, Suite 700
Murfreesboro, Tennessee 37130

PAGE 2

Date of Commencement shall be established in a written Notice to Proceed with construction issued by the Architect on behalf of the Owner.

...

None

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than —(—) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.) **Phase 1 Work not later than Twenty one (21) calendar days from the date of Notice to Proceed. Construction Phase 2 shall commence Eighty Four (84) calendar days after Notice to Proceed, and be substantially complete with the Phase 2 Work within One Hundred Five (105) calendar days after Notice to Proceed.**

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

The Contractor and the Contractor's Surety shall be liable for and shall pay the Owner the sum of Four Hundred Dollars (\$400.00), as fixed and agreed upon liquidated damages for each calendar day of delay in excess of the Contract Completion Date, established herein, until the work is substantially complete as defined in AIA Document A201, Subparagraph 9.8.1.

PAGE 3

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Fifty One Thousand, One Hundred Twenty Dollars (\$ 151,120.00), subject to additions and deductions as provided in the Contract Documents.

...

N/A

...

N/A

N/A

N/A

...

N/A

N/A

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty Five (25) days after the Architect receives the Application for Payment.

PAGE 4

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %);

...

None

PAGE 5

Litigation in a court of competent jurisdiction

...

Three % Per Annum

...

Ron Dennis
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

...

Bert Carrick, Principal
Ryzec Building Group
133 Holiday Court
Suite 210
Franklin, Tennessee 37067

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<u>Specification Section</u> <u>00800</u>	<u>SUPPLEMENT TO</u> <u>GENERAL</u> <u>CONDITIONS</u>	<u>January 14, 2016</u>	<u>Fourteen (14)</u>
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...

Per attached Index, Pages 1 and 2, dated January 14, 2016.

Section	Title	Date	Pages
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...

Per attached Specification Section 00850, DRAWING INDEX, Page 1, dated January 14, 2016.

Number	Title	Date
<u>One (1)</u>	<u>March 9, 2016</u>	<u>Two (2)</u>
<u>Two (2)</u>	<u>March 15, 2016</u>	<u>Three (3)</u>

...

<u>Section 00020</u>	<u>January 14, 2016 INVITATION TO BIDDERS</u>	<u>1</u>
<u>Section 00100</u>	<u>January 14, 2016 INSTRUCTIONS TO BIDDERS</u>	<u>6</u>

PAGE 7

<u>Type of insurance or bond</u>	<u>Limit of liability or bond amount (\$0.00)</u>
<u>Insurance</u>	<u>Per Specification Section 00900-SUPPLEMENT TO GENERAL CONDITIONS</u>
<u>Performance Bond</u>	<u>100% of Contract Sum</u>
<u>Labor and Material Payment Bond</u>	<u>100% of Contract Sum</u>

...

<u>CITY OF MURFREESBORO</u>	<u>RYZEC BUILDING GROUP</u>
<u>111 West Vine Street</u>	<u>133 Holiday Court, Suite 210</u>
<u>Murfreesboro, Tennessee 37129</u>	<u>Franklin, Tennessee 37067</u>

...

Shane McFarland, Mayor
Date:

Bert Carrick, Principal
Date:

...

APPROVED AS TO FORM:

OWNER (Signature)

David Ives,
City Attorney
City of Murfreesboro
Date:

(Printed name and title)

00020 INVITATION TO BIDDERS

**COMMUNICATIONS DEPARTMENT RENOVATIONS AT
MURFREESBORO CITY HALL
MURFREESBORO, TENNESSEE**

Sealed Proposals for Communications Department Renovations at Murfreesboro City Hall, Murfreesboro, Tennessee, will be received by the Owner at City Council Chambers, Murfreesboro City Hall, 111 West Vine Street, Murfreesboro, Tennessee, on Thursday, March 17, 2016, at 11:00 A.M., local time. Bids will be opened publicly and read aloud.

Plans and other contract documents shall be obtained by Bidders from the office of Johnson+Bailey Architects P.C., 100 East Vine Street, Suite 700, Murfreesboro, Tennessee. A deposit check for Eight Hundred Dollars (\$800.00), made payable to Johnson+Bailey Architects, will be required for two (2) sets of plans and specifications. Checks will be refunded to all Bidders who return plans and specifications in good condition within ten (10) days after Proposals are opened, with the exception of the deposit from the Bidder to whom the Contract is awarded. The low Bidder to whom the contract is awarded will be provided with twelve (12) complete sets of plans and specifications in consideration for the deposit paid. Bidders are required to submit the plans deposit, obtain contract documents, and register as a bidder with the Architect. Bids from Contractors not registered with the Architect as a plans holder will not be opened.

A Pre-Bid Conference will be conducted at Council Chambers, Murfreesboro City Hall, 111 West Vine Street, Murfreesboro, Tennessee, on Tuesday, March 8, 2016, at 10:00 A.M., local time. Attendance at the Pre-Bid Conference is highly recommended, but is not a requirement for bid submittal.

Individual drawings, specification sections, and/or complete sets of plans and specifications and other bid documents may be obtained by Material Suppliers, Subcontractors, and General Contractors from a printing company designated by the Architect. The designated printing company for this project is:

PROGRAPHICS
1811 Church
Nashville, TN 37203
Telephone: (615) 327-0386

Bidders shall be licensed General Contractors as required by applicable laws of the State of Tennessee.

Each Proposal shall be accompanied by a bid bond in the amount of 5% of the bid. The bond is required as a guarantee that, if the bid is accepted, a contract will be entered into.

A performance bond and a labor and material payment bond in the amount of 100% of contract sum, issued by a bonding company licensed in the State of Tennessee and acceptable to Owner, will be required of successful bidder to guarantee faithful performance of work under the contract (see Supplement to General Conditions of the Contract).

In the event Bidder to whom the contract is awarded fails to execute a satisfactory contract and bond, he shall be eliminated and shall forfeit his bid bond, and shall be liable for any loss occasioned to the Owner because of such failure.

BY: JOHNSON + BAILEY ARCHITECTS, P.C.

FOR: CITY OF MURFREESBORO
111 WEST VINE STREET
MURFREESBORO, TN. 37130
ROBERT J. LYONS, CITY MANAGER

- END OF SECTION -



Document A701™ – 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address)

Communications Department
Renovations at
Murfreesboro City Hall
J+B No. 1518

THE OWNER:

(Name, legal status and address)

City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

THE ARCHITECT:

(Name, legal status and address)

Johnson + Bailey Architects P.C.
100 East Vine Street
City Center, Suite 700
Murfreesboro, Tennessee 37130

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 **DEFINITIONS**
- 2 **BIDDER'S REPRESENTATIONS**
- 3 **BIDDING DOCUMENTS**
- 4 **BIDDING PROCEDURES**
- 5 **CONSIDERATION OF BIDS**
- 6 **POST-BID INFORMATION**
- 7 **PERFORMANCE BOND AND PAYMENT BOND**
- 8 **FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

SECTION 00101 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

GENERAL: The following supplements modify the "Instructions to Bidders", AIA Document A701, 1997 Edition. Where a portion of the "Instructions to Bidders" is modified or deleted by these Supplementary Instructions, the unaltered portions of the Instructions to Bidders shall remain in effect.

ARTICLE 1: DEFINITIONS

ADD THE FOLLOWING PARAGRAPH 1.10:

- | | | |
|------|---|---|
| 1.10 | The Owner for this project is: | The Architect for this project is: |
| | City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130 | Johnson + Bailey Architects, P.C.
100 East Vine Street, Suite 700
Murfreesboro, Tennessee 37130 |

ARTICLE 3: BIDDING DOCUMENTS

REVISE PARAGRAPH 3.1.1 AS FOLLOWS:

- 3.1.1 Delete the last sentence of 3.1.1

ADD THE FOLLOWING PARAGRAPH 3.1.5:

- 3.1.5 Bidders are required to submit the plans deposit, obtain contract documents, and register as a bidder with the Architect. Bids from Contractors not registered with the Architect as a plans holder will not be opened.

ADD THE FOLLOWING PARAGRAPH 3.2.4:

- 3.2.2 Bidders and sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least ninety-six (96) hours prior to bid opening.
- 3.2.4 If discrepancies exist between or within the Drawings and Specifications and time does not permit preparation and delivery of Addenda, Bidders shall figure to furnish and install the item involving the higher quality and greater amount of labor and materials.

REVISE PARAGRAPH 3.4.3 AS FOLLOWS:

- 3.4.3 Addenda will be issued no later than forty eight (48) prior to bid opening except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

ARTICLE 4: BIDDING PROCEDURES

REVISE PARAGRAPH 4.1.1 AS FOLLOWS:

- 4.1.1 Bids shall be submitted on Proposal Forms located in the specifications (see Section 00300). Bidders may either remove the Proposal Form from the Specifications or photocopy the form. **Proposals, Form for Certificate of Compliance with Tennessee Licensing Law, and Drug-Free Workplace Program Certification** shall be submitted in a sealed opaque envelope with the following information located on the front of the envelope [if any of the required information is not included, the bid will **not** be opened]:

NAME OF PROJECT
NAME OF CONTRACTOR
CONTRACTORS LICENSE NUMBER AND EXPIRATION DATE
LICENSE LIMIT
DATE

NAME OF ARCHITECT

State of Tennessee Contractors License No., License Number/Classification, License Expiration Date, and License Limit shall be indicated for each Subcontractor listed below. Subcontractors indicated on the face of the Bid Envelope **must** be used in the capacity listed:

MECHANICAL SUBCONTRACTOR
ELECTRICAL SUBCONTRACTOR

ARTICLE 6: POST-BID INFORMATION

REVISE PARAGRAPH 6.3.1. AS FOLLOWS:

- 6.3.1. The low Bidder shall, by 10:00 A.M. on the day following the bid opening, furnish to the Owner through the Architect in writing by e-mail to the Architect (rlynch@jbarchitects.com) the following:
- .1 a designation of the Work to be performed with the Bidder's own forces;
 - .2 names of the manufacturers, products and the suppliers of principal items or systems of materials and equipment proposed for the Work whose contract exceeds \$10,000.00;
 - .3 names of Subcontractors or Material Suppliers (including those who are to furnish materials or equipment fabricated to a special design) proposed for each section, or Subsection as appropriate, listed in the Project Specifications whose contract exceeds \$10,000.00; and
 - .4 The Subcontractors and Material Suppliers listed may not be changed without approval of the Owner and Architect.

ADD THE FOLLOWING PARAGRAPH 6.3.5

- 6.3.5: Prior to execution of contract deliver to Architect satisfactory proof of carriage of all insurance required by the Supplement to General Conditions.

REVISE PARAGRAPH 7.2.1 AS FOLLOWS:

- 7.2.1. The low Bidder shall, within five (5) consecutive calendar days after the date of receipt of written notification confirming the Owner's intent to award the Contract, deliver the required Bonds, Certificates of Insurance and Insurance Binders or policies (where applicable), to the Owner through the Architect.

- END OF SECTION -

SECTION 00300 PROPOSAL

COMMUNICATIONS DEPARTMENT RENOVATIONS AT
MURFREESBORO CITY HALL
MURFREESBORO, TENNESSEE
J+B NO. 1518

DATE SUBMITTED: 3-17-2016

CONTRACTOR: Rytec Building
Group LLC

TO: City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person, or persons interested in this Proposal as principal, or principals, is or are named herein and that this Proposal is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the Work and informed himself fully in regard to all conditions thereon and has examined the Drawings, Specifications, and Contractual Documents for the Work and has satisfied himself relative to the Work to be performed.

Time being of the essence, the Bidder proposes and agrees to commence work with an adequate force and equipment on a date to be specified in a written Order of the Architect. Construction Phase 1 work shall commence on the date of Notice to Proceed, and be complete within Twenty One (21) calendar days after Notice to Proceed. Construction Phase 2 shall commence Eighty Four (84) calendar days after Notice to Proceed, and be complete within One Hundred Five (105) calendar days after Notice to Proceed.

It is understood that the Notice to Proceed with construction will not be issued until the following documents have been delivered to the Owner through the Architect for review and execution:

- Contractor executed Standard Form of Agreement Between Owner and Contractor, AIA Document, A101, 2007 Edition.
- Performance Bond, Material and Labor Payment Bond.
- Insurance Certificate
- List of Subcontractors
- Schedule of Values
- Builders Risk Insurance (purchased for Owner by Contractor)

Whereas the Owner will suffer loss of use if the project is not complete on or before Twenty One (21) calendar days after Notice to Proceed for Construction Phase 1 work, and One Hundred Five (105) calendar days after Notice to Proceed for Construction Phase 2 work. The Contractor and his Surety shall be liable for and shall pay to the Owner the sum of Four Hundred Dollars (\$400.00) as fixed and agreed liquidated damages for each calendar day of delay (in excess of the Contract Completion Date established herein) until the work is substantially complete as defined in AIA Document A201, Subparagraph 9.8.1. Architect shall issue a Certificate of Substantial Completion (AIA Document G704) to verify date work is substantially complete.

The Bidder further agrees that he will not withdraw this Proposal within a period of forty-five (45) consecutive calendar days from and including the date of this Proposal and that, if this Proposal is accepted, he will execute a Contract within said forty-five (45) day period and within five (5) consecutive calendar days after date of written notice of such acceptance. In case of failure on the Bidder's part to perform as agreed above, the monies payable on the Bid Bond accompanying this Proposal shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the Bid Bond shall be returned to the Bidder.

The Bidder further proposes and agrees to contract with the Owner on the A.I.A. Standard Form of Agreement between Owner and Contractor for a Lump Sum to furnish for the following sum all necessary materials, equipment, tools, apparatus, means of transportation and labor necessary to complete the construction of the Project in complete accordance with the shown, noted, described, and reasonable intended requirements of Drawings, Specifications, and Contract Documents with the definite understanding that no money will be allowed for extra work except as set forth in the Contractual Documents.

The Bidder further agrees that he and each subcontractor employing no less than five (5) employees will execute and submit to the Owner the attached DRUG FREE WORKPLACE AFFIDAVIT. No Contractor or Subcontractor may perform work on this project unless this form is fully executed and submitted prior to the start of the project. The General Contractor shall submit a fully executed, notarized copy of this form with this bid.

BASE BID one hundred fifty one thousand, one hundred ^{twenty} DOLLARS
(\$ 151,120)

The undersigned states that he has received and taken into consideration

Addenda No.	<u>1</u>	Dated	<u>3-9-16</u>
Addenda No.	<u>2</u>	Dated	<u>3-15-16</u>
Addenda No.	_____	Dated	_____
Addenda No.	_____	Dated	_____

EXECUTION OF AGREEMENT:

The undersigned agrees that if written notice of acceptance of this proposal is mailed, telegraphed, or delivered to him within forty-five (45) days after opening of proposals, he will promptly execute an Agreement with the Owner in accordance with the Bid Documents.

COMPANY: Rytec Group DATE: 3-17-16
BY: Bert Carrick TITLE: Principal

FORM FOR
CERTIFICATE OF COMPLIANCE
WITH
TENNESSEE LICENSING LAW

This is to certify that the undersigned has fully complied with all requirements of Chapter 135, Public Acts of 1945, and Chapter 164, Public Acts of 1947, of the General Assembly of the State of Tennessee, known as the General Contractors Licensing Law. Certificate No. 63205 was issued to the undersigned on 1-31, 2016, by the State Board of Licensing General Contractors.

My license limit is Unlimited and my bid does not exceed this. My license classification and limit are as follows: BC-A, BC-B Classification
Unlimited Limit

Rytec Building Group
BIDDER
Bert Carrick
BY
Principal
TITLE

The Contractor's license number and date of expiration must appear on the envelope containing the bid; otherwise, the bid will not be considered.

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

**CONTRACTOR'S 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.



Rytec Building Group
Name of Bidder

Bert Carrick Principal
Printed Name and Title of Principal Officer

Bert Carrick
Signature by Principal Officer

Sworn to and subscribed before me a Notary Public for the above state and county, on this 16th day of March, 2016.

[Signature]
Notary Public

My Commission Expires 6/21/2016

Pursuant to T.C.A. § 50-9-113, a Bidder must have 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.

The City of Murfreesboro has a Drug-Free Workplace Program certified by the Tennessee Department of Labor and Workforce Development pursuant to Title 50, Chapter 9. The City of Murfreesboro Drug-Free Workplace Program is set forth in City of Murfreesboro Employee Handbook Sections 3005 and 3006 (copies available without charge upon request). City of Murfreesboro Employee Handbook Sections 3005 and 3006 provide for the random testing, reasonable suspicion testing, pre-employment testing, promotion or transfer testing, post-accidental testing, return-to-duty testing, and follow-up testing of all employees classified as safety sensitive or as CDL employees for alcohol and/or drugs. Additionally, Murfreesboro Employee Handbook Section 3005 provides for reasonable suspicion testing, return-to-duty testing, and follow-up testing for non-safety sensitive employees for drugs and alcohol. Such testing is conducted using the same standards as in the United State Department of Transportation Regulations established for the drug and alcohol testing of CDL operators.

A bidder for construction services is required to submit an Affidavit, as part of its bid, that attests that such bidder operates a Drug-Free Workplace Program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City of Murfreesboro.

Bidder may satisfy this requirement by attaching a copy of a Certificate of Compliance with the applicable provisions of the Drug-Free Workplace Act from the Department of Labor and Workforce Development to the City to the required Affidavit.

Pursuant to T.C.A. §50-9-114(d), unless suit is filed in Chancery Court, bidders shall have seven (7) calendar days to contest a contract entered into by contractors subject to the provisions of this section. Bidders who do not contest such contracts within seven (7) days by filing suit in Chancery Court waive any right to challenge such contract for violating the provisions of T.C.A. §50-9-113 and T.C.A.. §50-9-114. Such suits shall be brought in the Chancery Court in Rutherford County.

- END OF SECTION -

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 1000144

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Ryzec Building Group, LLC
133 Holiday Court, Suite 210
Franklin, TN 37067

OWNER (Name and Address):

City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

SURETY (Name and Principal Place of Business):

FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240

CONSTRUCTION CONTRACT

Date: March 21, 2016

Amount: \$151,120.00 One Hundred Fifty One Thousand One Hundred Twenty Dollars and 00/100

Description (Name and Location): Communications Department - Renovations at Murfreesboro City Hall, Murfreesboro, TN - J+B No. 1518

BOND

Date (Not earlier than Construction Contract Date): March 28, 2016

Amount: \$151,120.00 One Hundred Fifty One Thousand One Hundred Twenty Dollars and 00/100

Modifications to this Bond:

[X] None

[] See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Ryzec Building Group, LLC

Signature: [Handwritten Signature] 3/31/16

Name and Title: Best Carrick
Principal

(Any additional signatures appear on page 3)

SURETY

Company: (Corporate Seal)

FCCI Insurance Company

Signature: [Handwritten Signature]

Name and Title: Pamela Pratt
Attorney-in-Fact



(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Willis of Tennessee, Inc.
26 Century Blvd.
Nashville, TN 37214
615-872-3714

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Johnson + Bailey Architects P.C.
100 East Vine Street, City Center, Suite 700
Murfreesboro, TN 37130

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: Bert Carrick Principal
Name and Title: Bert Carrick
Address: 320 Banbury Park Lane
Franklin TN 37069

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 1000144

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that Ryzec Building Group, LLC
(Here insert full name and address or legal title of Contractor)

133 Holiday Court, Suite 210 Franklin, TN 37067

as Principal, hereinafter called Principal, and, FCCI Insurance Company
(Here insert full name and address or legal title of Surety)

6300 University Parkway, Sarasota, FL 34240

as Surety, hereinafter called Surety, are held and firmly bound unto City of Murfreesboro
(Here insert full name and address or legal title of Owner)

111 West Vine Street Murfreesboro, TN 37130

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of One Hundred Fifty One Thousand One Hundred Twenty Dollars and 00/100
(Here insert a sum equal to at least one-half of the contract price) Dollars (\$ 151,120.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated March 21, 2016, entered into a contract with Owner
for

(Here insert full name, address and description of project)

Communications Department - Renovations at Murfreesboro City Hall, Murfreesboro, TN - J+B No. 1518

in accordance with Drawings and Specifications prepared by Johnson + Bailey Architects P.C.
(Here insert full name and address or legal title of Architect)

100 East Vine Street, City Center, Suite 700 Murfreesboro, TN 37130

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed

- and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety or mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 28th day of March, 2016.

ATTEST:
By: [Signature]
(Witness)

Ryzec Building Group, LLC
(Principal) (Seal)
By: [Signature] Principal
(Title)

WITNESS:
By: [Signature]
Mark Duggan (Witness)



FCCI Insurance Company
(Surety) (Seal)
By: [Signature]
Pamela Pratt (Title) Attorney-in-Fact

IMPORTANT NOTICE

To obtain information or file a claim:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number at 1-800-226-3224.

You may also write to **FCCI's Claims Department** at either of the following:

E-mail address: newclaim@fcci-group.com

Mail address: PO Box 58004
Sarasota FL 34232-0800

ATTACH THIS NOTICE TO YOUR BOND.**

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

** This notice is provided only as a tool to assist you with obtaining information or to file a claim. This notice is not a term or condition of your bond and does not supersede or otherwise alter those terms and conditions in any way.

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Pamela Pratt

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$5,000,000): **\$5,000,000.00**

Surety Bond No.:1000144
Principal: Ryzec Building Group, LLC
Obligee: City of Murfreesboro

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 22ND day of September, 2011.

Attest: Craig Johnson
Craig Johnson, President
FCCI Insurance Company



Thomas A. Koval
Thomas A. Koval Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

ARLENE CUEMAN
Notary Public, State of Florida
My Comm. Expires Sept. 25, 2016
No. EE 213092

Arlene Cueman
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

ARLENE CUEMAN
Notary Public, State of Florida
My Comm. Expires Sept. 25, 2016
No. EE 213092

Arlene Cueman
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 28th day of March, 2016

Thomas A. Koval
Thomas A. Koval, Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary

NOTEPAD:

HOLDER CODE CITYMUR
INSURED'S NAME Ryzec Building Group, LLC;

RYZEC-1
OP ID: EA

PAGE 2
Date 03/29/2016

City of Murfreesboro. 30 days notice will be given in the event of
cancellation.



. . . creating a better quality of life

April 4, 2016

CONSENT AGENDA

HONORABLE MAYOR AND MEMBERS OF MURFREESBORO CITY COUNCIL

RE: Microsoft Enterprise Enrollment for Subscription Renewal of Enterprise Online Services including Office 365 (Plans E2 and E3) and Email Archiving

Purpose

In 2013, the City Administration and Information Technology Department purchased Microsoft Office 365, a Microsoft-hosted software service, as the best choice for meeting the City's IT productivity software and communication needs. Briefly, Office 365 is an online subscription service that provides, among other things, email, shared calendars, the ability to create and edit documents online, instant messaging, web conferencing, and internal team (i.e., "intranet") sites – all accessible anywhere from nearly any device. All of these services are included in the Microsoft Enterprise 2 (E2) Plan. The Microsoft Enterprise 3 (E3) Plan includes all of the services included in the E2 plan plus a local subscription of the latest version of the Microsoft Office Professional Plus Software on up to 5 devices per user.

Recommendation

We respectfully request approval to renew the Enterprise Enrollment of Microsoft Office 365 and Email Archiving Services under the State of Tennessee's Statewide Contract with Dell Software for Multi-Manufacturer Software (SWC No. 3006; Edison Contract No. 18738).

Fiscal Impact

There is no additional cost associated with the renewal of this agreement. Renewal will ensure that the City of Murfreesboro can purchase and maintain Microsoft Office 365 licenses utilizing rates negotiated with the State of Tennessee. Yearly operational expenses are \$173,161.82 which have been included and approved in the FY2016 budget.

Attachments

1. Microsoft Office 365 Custom State and Local Enterprise Enrollment
2. Microsoft Office 365 Quotation by Dell

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Chris Lilly". The signature is fluid and cursive, with the first name "Chris" being more prominent than the last name "Lilly".

Chris Lilly
Director, Information Technology Department

Enterprise Enrollment

Custom State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>		Proposal ID/Framework ID	TNUEA001
Previous Enrollment number <i>(Reseller to complete)</i>	6772134	Earliest expiring previous Enrollment end date ¹	

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. Any reference in this Enrollment to "day" will be a calendar day.

Product order. The Reseller will provide Enrolled Affiliate with Enrolled Affiliate's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Enrolled Affiliate and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product List and chosen by Enrolled Affiliate under this Enrollment.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"L&SA" means a License with Software Assurance for any Product ordered.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment), OR (2) a device used to access a virtual desktop infrastructure ("VDI").. Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, OR (2) an Industry Device, OR (3) not managed (as defined in the Product List at the start of the term of the Enrollment) as part of Enrolled Affiliate's Enterprise. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"Transition" means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

"Transition Period" means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

2. Order requirements.

- a. **Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise Commitment.** If ordering any Enterprise Products, Enrolled Affiliate's order must include coverage for all Qualified Users or Qualified Devices, depending on the License Type, of one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services.
 - (ii) **Enterprise Online Services.** If ordering Enterprise Online Services *only*, then Enrolled Affiliate must maintain at least 250 Subscription Licenses.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. **Product Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Adding Products.**
- (i) **Adding new Products not previously ordered.** Enrolled Affiliate may add new Enterprise Products by entering into a new Enrollment. New Enterprise Online Services may be added by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must purchase Services and Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).
- f. **True-up requirements.**
- (i) **True-up order.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in Licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reductions (if permitted). Microsoft, at its discretion, may validate the customer true-up data submitted through a formal product deployment assessment using an approved Microsoft partner.
 - (ii) **Enterprise Products.** Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (iii) **Additional Products.** For Products that have been previously ordered, Enrolled Affiliate must determine the Additional Products used and order the License difference (if any).
 - (iv) **Online Services.** For Online Services identified as eligible for true-up orders in the Product List, Enrolled Affiliate may first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.
 - (v) **Transitions.** Enrolled Affiliate must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change. For Licenses paid upfront, Microsoft will issue a credit for the remaining months of Software Assurance or Subscription Licenses that were reduced as part of the Transition.
 - (vi) **True-up due date.** The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. Enrolled Affiliate may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.
 - (vii) **Late true-up order.** If the true-up order is not received when due:
 - 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.
 - 2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date.
 - (viii) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses on a prospective basis if permitted in the Product List as follows:

- 1) For Subscription Licenses part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form. Step-up Licenses do not count towards this total count.
- 2) For Enterprise Online Services not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled. Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(ix) **Update statement.** An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due within 30 days prior to the Expiration Date.

g. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- (iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.
- (iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.

h. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

3. **Pricing.**

- a. **Price Levels.** For the term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment. Price Level's will be captured in the Product Selection Form.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the Enrollment term. However, if Enrolled Affiliate qualifies for a different price level, Microsoft will establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

4. Payment terms.

For the initial order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. Transitions.

a. Transition requirements.

- (i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. Enrolled Affiliate may not, however, reduce the quantity of Licenses or associated Software Assurance prior to the end of the Transition Period.
- (ii) Enrolled Affiliate must order the Licenses to which it is transitioning for the year(s) following the Transition Period.
- (iii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance must be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.
- (iv) If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.
- (v) If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.

b. Effect of Transition on Licenses.

- (i) Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.
- (ii) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.
- (iii) For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the amounts paid for the Transitioned Product as of the end of the Transition Period.
- (iv) For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

6. End of Enrollment term and termination.

- a. General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. Intentionally left blank.**
- c. If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment term.

- 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly as provided for in Section 6.i. of the Enterprise Agreement. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.
- (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- (iv) **Customer Data.** Upon expiration or termination of a License for Online Services, Microsoft will keep Customer's Data in a limited function account for 90 days so that Customer may extract it. Enrolled Affiliate will reimburse Microsoft if there are any associated costs. After 90 days Microsoft will disable Enrolled Affiliate's account and will delete its Customer Data. Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data and that Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement.
- e. **Early termination.** Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate's organization includes .
Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Check only one box in this section:

Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment

Enrolled Affiliate's Enterprise will not include all new Affiliates acquired after the start of this Enrollment

If no selection is made, or if both boxes are checked, Microsoft will deem the Enterprise to include all future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Murfreesboro

Contact name* First Chris Last Lilly

Contact email address* clilly@murfreesborotn.gov

Street address* 111 W. Vine Street

City* Murfreesboro
State/Province* TN
Postal code* 37130-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 615-893-6441
Tax ID

* indicates required fields

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

* indicates required fields

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last

Contact email address*

Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

* indicates required fields

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.

Street address (PO boxes will not be accepted)* One Dell Way

City* Round Rock

State/Province* TX

Postal code* 78682

Country* USA

Contact name* Government Contracts

Phone* 847-465-3700

Contact email address* US_MS_VL_Admin@Dell.com

* indicates required fields

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*
Printed name*
Printed title*
Date*

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? No

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft Licensing, GP.

Proposal ID

0447013.002

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	912	912	1.0	No	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
Office 365 Plan E3 USL	912
Client Access License (CAL)	
Core CAL	
Bridge for Office 365	912

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Office 365 (Plans E1, E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Windows Intune + EMS USL + Enterprise Cloud Suite USL	Win Enterprise Upgrade + Win VDA + Win SA per User USL + Win VDA per User USL + Enterprise Cloud Suite USL
Quantity	912	912	0	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Note 3: Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).

Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

Enrollment Number
Microsoft to complete for initial term
Partner to complete for renewal

FY16-sdaily-S-0100

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Online Services subscriptions for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Program Signature Form

MBA/MBSA number		FY16-sdaily-S-0100
Agreement number	01E73803	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	CTM (TNUEA001)
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	0447013.002 (new)
Amendment	M97 (new)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Murfreesboro
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date* 03/23/2016
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date <small>(date Microsoft Affiliate countersigns)</small>
Agreement Effective Date <small>(may be different than Microsoft's signature date)</small>

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA



Dell Customer Confidential

Quotation

Kayleigh Casey
Dell Software Specialist
Kayleigh_Casey@dell.com
512.723.2812

Customer: City of Murfreesboro
Contact: Chris Lilly
Customer#: 2640715
Phone: 615-893-6441
Email: cilly@murfreesboro.tn.gov

Date: 3/14/2016
Expires: 3/31/2016

State of TN Contract Code 15AGZ

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Product Description : Renewal Option 3 (6772134)					
Mfg#	Quantity	Unit Price	Ext. Price		
AAA-12414	912	\$ 18.48	\$ 16,853.76		
AAA-10758	817	\$ 168.53	\$ 137,689.01		
AAA-10842	95	\$ 195.99	\$ 18,619.05		
				Year 1	\$ 173,161.82
AAA-12414	912	\$ 18.48	\$ 16,853.76		
AAA-10758	817	\$ 168.53	\$ 137,689.01		
AAA-10842	95	\$ 195.99	\$ 18,619.05		
				Year 2	\$ 173,161.82
AAA-12414	912	\$ 18.48	\$ 16,853.76		
AAA-10758	817	\$ 168.53	\$ 137,689.01		
AAA-10842	95	\$ 195.99	\$ 18,619.05		
				Year 3	\$ 173,161.82
				Total:	\$ 519,485.46

Customer must complete all required Microsoft enrollment documentation. The EA cannot be executed (processed at Microsoft) until both the complete documents and PO are received for the first annual payment.

Quote prepared by: Kayleigh Casey

- 1) Customer's purchase is subject to the terms and conditions of the above referenced contract.
- 2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file, including non-federal government customers. If you have a question re: your tax status, please contact your inside sales representative listed above.
- 3) Shipments to California for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dehl.com/environmental/fee. This applies unless this provision is specifically excluded in the above referenced contract.

- 4) All product descriptions and prices are based on latest information available and are subject to change within the terms of the above referenced contract.
 - 5) Unless specified otherwise in the above referenced contract, all prices are based on Net 30 terms. If not shown, shipping, handling, taxes and other fees will be added at the time of the order where applicable.
- Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

Information Technology

Account # :

Invoice Amount :

\$ 173,161.82

Dept. Head (Required):



City Manager (< \$1,000):

NHC

HEALTHCARE

August 18, 2016

To: Mayor and City Council

Hello, we are requesting your permission to hang a banner across East Main Street from July 22nd, 2016 – August 1st, 2016. The sole purpose of the sign is for advertisement for our Alzheimer's Fundraiser, NHC Murfreesboro's Alzheimer's Block Party. Georgia Meshotto has indicated that these dates are available. Our event is to be held on August 12th, 2016. Thank you for your time!

Ashley Henderson



NHC Murfreesboro



March 17, 2016

Dear Mayor McFarland and City Council,

Read To Succeed requests permission to hang a banner across East Main Street for the following dates: August 22 – August 30, 2016. Georgia Meshotto has indicated that these dates are available. The banner will promote our annual Reading in the Schools Day event to take place on September 23, 2016.

Reading in the Schools Day is an annual event with participation by Rutherford County elementary schools, Murfreesboro City Schools, and area private schools. Over 25,000 children have volunteer readers visit their classrooms to read that day.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lisa Mitchell".

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.

March 24, 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, March 24, 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
Craig Tindall, City Attorney
David Ives, Assistant City Attorney
Richard Rucker, Risk Manager/Staff Attorney
Matthew Blomeley, Principal Planner
Joey Smith, Solid Waste Director
Glen Godwin, Director of Human Resources
Georgia A. Meshotto, Administrative Aide II

Mayor Shane McFarland commenced the meeting with a prayer, keeping the former City Manager, Roger Haley, in prayer for a speedy recovery as well as those suffering from the recent terrorists attacks in Brussels.

Mayor McFarland proceeded to the podium to present a proclamation to Boy Scout Benjamin Brett Barrett, Troop 398 of St. Mark's United Methodist Church, for his accomplishments in achieving the rank of Eagle Scout. His parents, Brett and Kelly Barrett were present as well as his grandparents, Assistant City Attorney, David Ives and wife, Debra and Mr. Barry Barrett and Ms. Jean Pallitt.

Eagle Scout Benjamin Barrett then proceeded in leading those present with the Pledge of Allegiance.

Mayor McFarland congratulated MTSU Men and Women on their Conference USA Basketball Tournament Championships and NCAA appearances where the men also won in round one. Additionally, the baseball team beat Vanderbilt this past week.

Ms. Jennifer Moody, Assistant City Manager, reported on the City of Murfreesboro being the recipient of the United Way Circle of Excellence Award (Silver Level). The City's employee participation increased 19% and contributions reflected a 15% increase.

The City Manager introduced Mr. Jim Kerr, former employee of the City of Murfreesboro, who will be rejoining the City as the Transportation Director to fill the position of the recently retired Mr. Dana Richardson.

The Consent Agenda was presented to the Council for approval:

- 1) Letter of recommendations from the City Recorder/Finance Director: Annual Audit Contract.
- 2) Letter of recommendations from the Community Development Director: 2016-2017 Emergency Solutions Grant Application.
- 3) Letter of recommendations from the Fire & Rescue Chief: Bids for Headquarters Renovations.
- 4) Letter of recommendations from the Planning Commission:
 - A. Mandatory Referral at Mercury Plaza Shopping Center.
 - B. Mandatory Referral north of Maymont Drive.

(Insert letters from the City Recorder/Finance Director, Community Development Director, Fire & Rescue Chief and Planning Commission here.)

Mr. LaLance made a motion to approve the Consent Agenda in its entirety. Mr. Smotherman 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 regular meetings held on March 3, 2016 and March 10, 2016. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

An ordinance, entitled "ORDINANCE 16-OZ-04 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 25.6 acres in the Planned Residential Development (PRD) District located along Florence Road in the Cedar Retreat PRD as indicated on the attached map; Donald Henley Construction, applicant [2016-405]," which passed first reading on March 3, 2016 and second reading on March 10, 2016, was read to the Council and offered for passage on third and final reading upon motion made by Vice-Mayor Young, 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 16-OZ-04 here.)

An ordinance, entitled "ORDINANCE 16-OZ-07 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 2.3 acres at 3281 Siegel Road from Single-Family Residential (RS-15) District to Planned Commercial Development (PCD) District (Academy at Siegel); Cornerstone Development, applicant [2016-402]," which passed first reading on March 3, 2016 and second reading on March 10, 2016, was read to the Council

and offered for passage on third and final reading upon motion made by Mr. Shacklett, 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 16-OZ-07 here.)

An ordinance, entitled "ORDINANCE 15-OZ-56 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 17.3 acres at 3726 Manson Pike as Planned Residential Development (PRD) District (Springfield Apartments) and Gateway Design Overlay (GDO-1) District; Hunter/McDowell Development, applicants [2016-403]," which passed first reading on March 10, 2016, was read to the Council and offered for passage on second reading.

Mayor McFarland noted that a revised Program Book had been provided to reflect the requested changes made at the March 10, 2016 Council meeting.

Vice-Mayor Young made a motion to pass said ordinance on second reading. Mr. LaLance seconded the motion. 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 16-OZ-05 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 11 acres along Manson Pike from Single-Family Residential (RS-15) District to Planned Residential Development (PRD) District (Maddington Parke); David Alcorn, applicant [2016-401]," was read to the Council and offered for passage on first reading.

Mr. Matthew Blomeley, Principal Planner, noted that a public hearing was conducted on March 3, 2016 after which the Council directed staff to hold a neighborhood meeting with the developer and residents. He reported that this meeting was held last week with a good

attendance of neighbors from Oakton, Princeton Oaks and Blackman Meadows Subdivisions. Members of staff, the developer's representative and Mr. Smotherman were also present at this neighborhood meeting. Mr. Molchan with SEC, Inc. reported on the results of that neighborhood meeting and felt that most of the concessions made, based on the requests of those residents, would make both developments better for all those who live in Oakton, Princeton Oaks, and Blackman Meadows Subdivisions as well as for those who will live in Maddington Parke. Some of the requests could not be 100% satisfied due to physical or practical difficulties or impossibilities. A revised Program Book was provided that reflected changes made by the developer since the March 3, 2016 Council meeting. Mr. Smotherman commended the Planning Department for their efforts in coordinating this neighborhood meeting and thanked the developer for going above and beyond his expectations to compromise and appease the residents.

Mr. Smotherman made a motion to pass ORDINANCE 16-OZ-05 on first reading. Mr. LaLance seconded the motion. 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

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

(Insert letter dated March 15, 2016 here with regards to a proposed Lease with Franklin Synergy Bank.)

The City Manager reviewed the terms of the lease, and the City Attorney answered questions from the Council.

Mr. Shacklett made a motion to accept the recommendation of the City Manager to approve a Lease Agreement with Franklin Synergy Bank. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

The City Manager reminded Council that there would be a special meeting of Council on April 7, 2016 at 5:00 p.m. in the Council Chambers to discuss goals and objectives for the Franklin Synergy property.

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

(Insert letter dated March 15, 2016 here with regards to a Contract with Bell Constructors to serve as Construction Manager at Risk for Police Department Headquarters renovation.)

The City Manager reviewed the recommendation and answered questions from the Council.

Mr. Shacklett made a motion to accept the recommendation of the City Manager to approve a Contract with Bell Constructors in an amount not-to-exceed \$75,000 to serve as Construction Manager at Risk (CMAR) for the Police Department Headquarters renovation. Mr. Washington seconded the motion and all members of the Council present voted "Aye".

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

(Insert letter dated March 21, 2016 here with regards to Request for Competitive Sealed Proposals for a Solid Waste Consultant and Memorandum of Understanding (MOU) with Rutherford County on sharing of costs for a Solid Waste Consultant.)

The Assistant City Manager and City Manager discussed the need for a consultant to develop a strategic plan for the future of solid waste disposal and addressed questions and comments regarding the Memorandum of Understanding with Rutherford County.

Mr. LaLance made a motion to accept the recommendation of the Assistant City Manager to approve the issuance of a Competitive Sealed Proposal for a Solid Waste Consultant. Mr. Washington seconded the motion and all members of the Council present voted "Aye".

Vice-Mayor Young made a motion to accept the recommendation of the Assistant City Manager to approve a Memorandum of Understanding (MOU) with Rutherford County to share the costs of a Solid Waste Strategic Plan. Mr. LaLance seconded the motion and all members of the Council present voted "Aye".

The following RESOLUTION 16-R-07 was read to the Council and offered for adoption upon motion made by Mr. LaLance, 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 16-R-07 here regarding amendment and restatement of the governmental money purchase ("401") plan for City of Murfreesboro employees hired on or after July 1, 2010.)

The City Recorder/Finance Director presented a Beer Distributor Permit Application for Tennessee Craft Distributors, 809 Park Avenue (new location). Permits for "Beer Distributor" is a new classification in the Ordinance. Approval for this applicant is requested pending completion of all required building and codes inspections.

Mr. LaLance made a motion to approve a Beer Distributor Permit for Tennessee Craft Distributors upon successful completion of all building and codes requirements. 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 appoint Mr. Rick LaLance (City Council Representative), Ms. Kathy Jones (Planning Commission Representative), Mr. Matt Taylor (Engineering Community Representative), Mr. John Blankenship (Commercial Real Estate Representative), Ms. Beth Duffield (Economic Development Representative), Ms. Amy Farrar (Local Attorney Representative), Mr. Jim Lowen (Design Professional Representative) and Mr. Blake Smith (Contractor Representative) to the Design Guidelines Steering Committee; appoint Mr. Tim Tipps to fulfill the term of Mr. John Rodgers, Jr. on the Board of Zoning Appeals (Term Expires 06/30/2017); and appoint Mr. Philip Seagraves to fulfill the term of Mr. Tim Tipps on the Gateway Commission (Term Expires 10/01/2018). 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 consider at this time.

Under other business, the City Attorney presented the following letter of recommendations from the Risk Manager/Staff Attorney to Council:

(Insert letter dated March 22, 2016 here with regards to
Police Professional Liability Insurance Policy.)

Mr. LaLance stated that he was the one member on Risk Management Committee that did not concur with the recommendation because his concern was The Pool not having a standard to go by like the insurance companies do. The Risk Manager/Staff Attorney explained the criteria for The Pool as relates to municipal government and discussed the advantages of an uncapped policy compared to an insurance policy that is capped. There was further discussion by Council and staff.

Mr. LaLance made a motion to award the next lowest bid that is not part of The Pool to Willis Towers Watson in the amount of \$164,938.00 for Police Professional Liability Insurance. Mr. Smotherman seconded the motion. Mr. LaLance, Mr. Smotherman and Mayor McFarland voted "Aye" and Mr. Shacklett, Mr. Washington and Vice-Mayor Young voted "Nay". Motion failed.

Mr. Shacklett made a motion to accept the recommendation of the Risk Management Committee to award the Police Professional Liability Insurance to The Pool through Universal International Insurance in the amount of \$144,945.00. Vice-Mayor Young seconded the motion and all members of the Council present voted "Aye" except Mr. LaLance voted "Nay".

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

(Insert letter dated March 22, 2016 here with regards to Fountains at Gateway, LLC, Proposed Partial Release & Satisfaction of and First Amendment to Lien to Secure Performance.)

Mr. Smotherman made a motion to accept the recommendation of the Assistant City Attorney to approve the proposed Partial Release and Satisfaction of and First Amendment to Lien to Secure Performance between the City of Murfreesboro and Fountains at Gateway, LLC and authorize execution of said document by the Mayor, subject to final approval of terms by the City Attorney. Mr. Shacklett seconded the motion and all members of the Council present voted "Aye".

Mr. LaLance addressed the numerous calls and e-mails received regarding the issues of the homeless and pan handling in the community. He requested that the City Attorney and City Manager consider some ideas and suggestions to present to Council in the future.

Mayor McFarland addressed the City Council retreat that has been discussed recently and felt staff and Council should move forward with a time and location to start discussing some of the broad issues that will be facing the City in the near future. He suggested that, instead of hiring a moderator, Council submit a list of issues to the City Manager for discussion. Council concurred.

Mayor McFarland announced that Mr. Craig Tindall was sworn in as City Attorney prior to this Council meeting.

Mayor McFarland announced that the Willie McGowan Banquet is Saturday, March 26, 2016, at 7:00 p.m. at the MTSU James Union Building. Mr. Washington also announced that a Wine & Cheese reception would be held at Bradley Academy Museum on Friday, March 25, 2016, to give the public an opportunity to view the new beginnings. He thanked Council and staff for their support of this most important historical opportunity for the City of Murfreesboro.

There being no further business, Mayor McFarland adjourned this meeting at 8:27 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

ORDINANCE 15-OZ-56 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 17.3 acres at 3726 Manson Pike as Planned Residential Development (PRD) District (Springfield Apartments) and Gateway Design Overlay (GDO-1) District; Hunter/McDowell Development, applicants. [2016-403]

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map be zoned and approved as Planned Residential Development (PRD) District and Gateway Design Overlay (GDO-1) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and the conditions and stipulations referenced 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



Ordinance 15-OZ-56

EXT 53A TO I-24 E

OVERALL CREEK

10' Strip

PRD



Area Zoned PRD and GDO-1

Murfreesboro City Limits

HALLMARK DR

MANSON PIKE

BROOKWOOD LN

RS-15

ANDREA BROOKE CT

RM-16

CL

CH

OVERALL CREEK



RM-16

ORDINANCE 16-OZ-05 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 11 acres along Manson Pike from Single-Family Residential (RS-15) District to Planned Residential Development (PRD) District (Maddington Parke); David Alcorn, applicant [2016-401].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map be zoned and approved as Planned Residential Development (PRD) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and any additional conditions and stipulations referenced in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission 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



840

Ordinance 16-OZ-05

Area
Rezoned from
RS-15 to PRD

MANSON PIKE

RS-15

RS-15

RS-12

URROWS AVE

LATIMER
BURROWS
AVE

OAKTON
URROWS
DR

JOHN LEE LN

PENDER CT

PRINCETON OAKS LN

CF



TENNESSEE

Police Department
MICHAEL BOWEN
Deputy Chief of Police
615-849-2663
mbowen@murfreesborotn.gov



April 4, 2016

HONORABLE MAYOR AND MEMBERS OF THE MURFREESBORO CITY COUNCIL:

REGULAR AGENDA

Award of Automated Traffic Light Enforcement System Bids

City Council is asked to award a contract to Sensys America, Inc. (Sensys) for an Automated Traffic Enforcement System. Staff recommends Sensys as the vendor of choice for an Automated Traffic Light Enforcement System for the City of Murfreesboro. Sensys is the apparent low bidder at a cost of \$29 per citation. After an extensive review, the evaluation panel found that Sensys met the requirements, uses a very reliable and acceptable technology and is part of a company with a long history of providing automated traffic light enforcement systems internationally.

Comprehensive Traffic Safety

In 2015, the Murfreesboro Police Department (MPD) responded to 5,845 reported crashes, including 4,514 property damage, 1,325 personal injury and 6 fatal crashes. In addition, officers responded to 1,983 private property crashes.

In response to this, the MPD and other City departments utilize a comprehensive strategy for improving the safety of pedestrians, bicyclists and drivers. This wide-ranging safety program begins with the proper design of roadways, signage and traffic signals that function to improve mobility of residents.

The MPD is responsible in this extensive effort with reducing the number of alcohol and drug-related accidents, increasing seat belt usage and decreasing distracted driving. The tools used by MPD include Murfreesboro Police Alcohol Counter-Measures Team (M.P.A.C.T.), an aggressive driving unit program began in 2013, motorcycle officers for traffic enforcement, child safety seat efforts in conjunction with Murfreesboro Fire and Rescue Department, a "Click it or Ticket" enforcement program to encourage seat belt usage and automated traffic light enforcement to multiply the available resources of the Department through use of technology.

Automated Red Light Enforcement

As part of the overall traffic safety strategy and in response to citizen complaints, in 2007, the Police, Transportation and Legal departments finalized the selection of a provider for the initial traffic light camera enforcement system. An intense selection process was concluded in 2008 resulting in Traffipax being selected as the contractor for the service.

The Transportation Department, using, crash data, traffic volumes and the desire to geographically place automated enforcement geographically around the City identified six signalized intersections that included 22 approaches at the following locations:

1. NW Broad Street and West Northfield Boulevard
2. Old Fort Parkway and North Thompson Lane
3. Memorial Boulevard and Northfield Boulevard
4. Broad Street and South Church Street
5. South Rutherford Boulevard and Mercury Boulevard
6. South Church Street and Middle Tennessee Boulevard

The system was re-bid in 2010 and a contract was awarded to American Traffic Solutions (ATS). The existing contract expired on March 10, 2016.

Procurement Process

The City issued Invitations to Bid on February 12, 2016. Members of the staffs of the Finance, Police, Transportation, Legal and City Court Departments (Jim Crumley, Ana Stovall, Lieutenant Sanders Watson, Ram Balachandran, Kelley Blevins Baker, and Vickie Ordenez) evaluated the bid responses received and opened on Thursday, March 3, 2016.

A copy of the Bid Tabulation Sheet reflecting the Bid Responses is provided for your reference. The bid responses were based on the cost of three (3) scenarios shown below:

- 1) Cost associated for the six (6) existing intersections (22 total approaches)
- 2) Cost to move existing approaches to a different location
- 3) Cost to install new approaches

The lowest responsive and responsible bidder is Sensys at \$29 for each paid \$50 citation. The other two bidders, ATS and Redflex, were at \$39 and \$40 respectively. If the same volume of paid citations are issued during the next year, the City General Fund would collect approximately \$375,000 in additional funds from the automated enforcement system.

Sensys

Sensys is a privately held company headquartered in Orlando, Florida. They have a client base that includes customers in Florida, Alabama, Illinois, Rhode Island, Washington, DC and 20 foreign countries. Sensys also has clients in Tennessee including, Chattanooga and Collierville. They are the apparent low bidder in Knoxville, but a contract has not yet been awarded.

On March 23, 2016, Officer Don Schubert and Lieutenant Don Fanning traveled to Chattanooga to gain information regarding the proposed red light system from Sensys. The two officers spent approximately three hours looking at and evaluating the system with the assistance of Chattanooga Police Department Officer Wiertel.

The Sensys camera software allows for the assigned officers to view potential violations from either a desk top computer in their office or on their mobile computer terminals in their vehicles. The photos displayed are very similar to those currently used by MPD for review and notification purposes. The software used by the Sensys system seems to be easy to use and provides a wide variety of ways to search current violations for data mining. However historical data and administrative reports are not available to the CPD officers reviewing the photos. Officer Wiertel did not know if any other CPD officers or supervisors could access this information. CPD estimated that the training time on the software was about 2 hours. CPD seemed comfortable with the software for review/approval/rejection purposes. CPD said that overall they have had a

good experience with the company. If they have any type of mechanical problem that requires repair or replacement of cameras, it is usually resolved within 24 hours.

Sensys will provide all system infrastructure for the fixed installations to the City and will also operate the system and identify violators for Police review. The current ordinance provides for a civil penalty of \$50.00. A certified Murfreesboro Police Officer will continue to examine images of potential violators and decide if citations will be issued. Sensys would prepare and mail the citations after the images have been reviewed and electronically signed by a Murfreesboro Police Officer. The City Attorney has opined that the current method of reviewing images by the vendor, prior to be reviewed by an MPD officer is consistent with state law.

Contested cases will be heard in Murfreesboro City Court upon a request for a hearing by the violator / defendant. Murfreesboro City Court will collect all payments in person or by mail. Additionally, payments may be made on-line or by telephone. All monies will be collected by City Court and paid into the General Fund. The City will make payments to Sensys based on invoices from the company.

The Automated Enforcement System

The basic design of the system bid is as follows:

1. Fixed cameras at selected intersections record video images of vehicles that travel through the intersection after the traffic signal has turned red. Two photographs are taken of the vehicle, one before the stop line and one after the vehicle has passed the stop line.
2. Violations are pre-screened by the system vendor and forwarded to the Police Department for examination by a certified officer, who decides if a citation will be issued.
3. The license plate is captured in the video, checked through the state vehicle registration database, and the vehicle owner is identified.
4. Violators receive citations by mail, and may review the video images of the violation on-line prior to remitting any payments or requesting a hearing in City Court.
5. If the violator requests a hearing in City Court challenging the citation, the normal court procedures for challenge of a City citation apply. The vendor will provide any needed exhibits or expert witnesses. The City will provide the certified officer who determined that a violation occurred.

Intersections, in addition to the existing six (6) intersections with camera installations, could be added if so desired by the City per the contract. The additional intersection approaches / locations, if any, would be based upon the criteria listed below. Expansion and/or relocation of the system would be brought to City Council for review and approval.

Intersection Criteria:

The crash rate at the intersection;

The traffic volume, as measured by the average daily total (ADT) of vehicles entering intersections;

Any planned construction or redesign of intersections;

Locations where normal traffic enforcement would be limited due to congestion;

Location and distribution of intersections within/across the City;

Ease of installation; and

Traffic signal efficiency.

Red Light Camera Crash Data

The comprehensive approach to traffic safety has been very successful, with the automated traffic signal enforcement program being a major tool used by MPD.

Murfreesboro began this program eight (8) years ago to improve safety in intersections. MPD and City staff involved with traffic safety believes it has done so in a safe and efficient use of modern technology. The contract has been structured to enable these goals to continue to be met.

Since inception, crashes at all signalized intersections has reduced 37 percent. In the same eight year period, the number of signalized intersections has grown from 90 to 145, an increase of 61%. The population of the City has grown by over 11,000 people over the same time period, with an increase in traffic volumes corresponding to the growth.

Financial Impact

This contract clarifies a **No-Cost-To-City** basis. Under the current contract with ATS, the vendor receives 100% or \$50 of the first 1,200 paid citations per month, with each paid citation above the 1,200 floor divided equally between the City and the vendor. This resulted in a total net income to the City for Fiscal Year 2015 of \$134,727.

If approved, Sensys will be responsible for all costs associated with the equipment and installation during the contract period. The City will pay Sensys 58% or \$29 of each paid citations for the 5-year term of the contract. The City is not responsible for any other costs to Sensys. As with the existing contract with ATS, Sensys is responsible for the cost of the installation, cameras, technology, poles, software, operating costs and issuance of the citations. The payment from the violators, not general fund revenues, recoups Sensys' capital and operational costs of the system they own.

Based on an estimated 18,000 paid citations per year, it is projected that Sensys will receive \$522,000 annually. The City's share of the citations is an estimated \$378,000, plus all late fees and additional charges, estimated at another \$100,000, for a net increase to General Fund income of approximately \$350,000.

Some opponents of red light cameras have claimed that cities use the system as policing for profit. However, the City can demonstrate that its traffic safety efforts far exceed the annual amount projected from the automated enforcement system. The City's expenditures include: one officer dedicated to the automated enforcement system, 3 officers assigned to the Aggressive Driving Unit, 8 motorcycle officers assigned to full-time traffic enforcement and 3 officers assigned to the MPACT team to address DUI enforcement.

Regardless, if this contract is approved, the MPD will be recommending that the City budget be increased for traffic safety education in FY 2017. Staff believes that there is no "profit" from the cameras and the revenue collected from drivers running red lights help offset the costs of policing and traffic safety efforts.

Legislative Action

There are no comprehensive bills in this year's legislative session to eliminate the use of automated traffic enforcement. There is one bill still under review: The Unmanned Traffic Camera bill, SB 2492 by Bailey and HB 2510 by Holt, has advanced to a subcommittee of Finance, Ways and Means in the Senate and been adopted by the House. The bill has been amended to eliminate the language regarding the length of a yellow light and now only requires the language "Non-payment of this ["notice" or "citation"] cannot adversely affect your credit score or report, driver's license, and/or automobile insurance rates" to be written clearly on a citation from an unmanned traffic camera.

Regardless, if the General Assembly bans cameras in the future, the entire cost of the system is the responsibility of the vendor, not the City.

Recommendation

Staff recommends Council approval of Sensys America, Inc. (Sensys) as the Automated Traffic Light Enforcement System provider for the City of Murfreesboro. Staff looks forward to presenting this request and answering questions you may have during the next scheduled Council meeting.

Sincerely,

Michael Bowen
Deputy Chief of Police

MMB; sw

xc: Robert J. Lyons, City Manager
Jim Crumley, Assistant City Manager
Jennifer Moody, Assistant City Manager
Craig D. Tindall, City Attorney
Melissa Wright, City Recorder
Kelley Blevins Baker, Assistant City Attorney
Jim Kerr, Transportation Director
Ram Balachandran, Traffic Engineer

**BID FORM TABULATION
AUTOMATED RED LIGHT ENFORCEMENT SYSTEM 2016**

NOTICE TO BIDDER:

The price bid should be based on the continuation of the six (6) existing intersections with all approaches for a term to extend from the acceptance of the contract by the City until March 10, 2021.

The bid pricing and the submitted bid associated with this pricing shall remain valid for at least one hundred eighty (180) days subsequent to the date of the Bid opening and thereafter in accordance with any resulting contract between the Bidder and the City.

The Bidder must sign and date the Bid Form.

All pricing, for pricing purposes **ONLY**, assume the total average monthly number of citations issued is **1,500**. The actual number could be more or less than estimated.

For pricing purposes, the fine for photo red light violations will be set at fifty dollars (\$50.00) per citation issued.

The ongoing operation of the City's program depends on its ability to be self-supporting. Bid pricing should be focused on a no-cost-to-the-city bid pricing, where the Vendor assumes all installation and operating costs.

*See Note
on Back*

	ATS	Redflex	SensysAmerica
1A Price per \$50.00 citation issued (at 1,500 citations per month)	\$ <u>37.50</u>	\$ <u>25.00</u>	\$ <u>29.00</u>
1B Percentage per \$50.00 citation issued (at 1,500 citations per month).	<u>75</u> %	<u>50</u> %	<u>58</u> %
2A Price (per approach) to the City of Murfreesboro to move camera locations when done at the request of the City.	\$ <u>37.50</u>	\$ <u>2.00</u>	\$ <u>2.00</u>
2B Percentage of Revenue received per citation, with no additional cost to the City , (per approach) to move camera locations when done at the request of the City.	<u>75</u> %	<u>4</u> %	<u>4</u> %
3A Price (per approach) to the City of Murfreesboro to install new camera locations when identified and approved by the City.	\$ <u>37.50</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
3B Percentage of Revenue received per citation, with no additional cost to the City , (per approach) to the City of Murfreesboro to install new camera locations when identified and approved by the City.	<u>75</u> %	<u>0</u> %	<u>0</u> %
TOTAL BID PRICE (1A + 2A + 3A)	\$ <u>112.50</u>	\$ <u>27.00</u>	\$ <u>31.00</u>

Vicki Massey
Vicki Massey, Reporting & Compliance Manager

3-3-16
Date

NOTE: Per the Questions & Comments received respective to this ITB, it was determined and clarified that the pricing & percentages submitted by the respondents would be based on a per paid basis instead of the per issued basis.

~~Jan~~

Redflex submitted 2 Bids -

Bid shown on front is if City and Redflex agree jointly on which 22 sites should be maintained.

The price for taking over all 22 sites per requirements of ITB is:

1A		\$ 40
1B	80%	
2A		\$ 0
2B	0%	
3A		\$ 0
3B	0%	
Total		\$ 40

City of Murfreesboro

Request for Certificate of Compliance for Retail Liquor Store

Summary of information from the application:

Owners/Partners/Stockholders/Officers:

Name	Evelyn J. Robinson
Age	69
Home Address	417 Riverbend Country Club Rd.
Residency City/State	Shelbyville, TN
Race/Sex	W/F
Background Check Findings:	
City of Murfreesboro:	None
Rutherford County:	None
Nashville/Davidson County:	None
Shelbyville Police Dept:	None

Name of Business Entity	Murfreesboro Wine and Spirits LLC
Name of Business	Murfreesboro Wine and Spirits
Business Location	3016 S. Church Street

Type of Application:

New Location	_____
Ownership Change	_____
Name Change	_____
Renewal	_____ X _____
Corporation	_____ X _____
Partnership	_____
Sole Proprietor	_____

Application Completed Properly? Yes

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



... creating a better quality of life.

Agenda

March 30, 2016

Honorable Mayor and Members of City Council

Re: Public Hearing to be held on April 7, 2016

Background

Attached is additional information for the public hearing to be held by the City Council. The items are as follows:

- a. Annexation Plan of Services and annexation petition [2016-503] for approximately 3.7 acres located along NW Broad Street, Ron Buck applicant. The Planning Commission voted unanimously to recommend approval on February 3, 2016.

Recommendation

The City Council will need to conduct a public hearing on these matters after which it will consider resolutions for their adoption.

Concurrences

The Planning Commission conducted a public hearing on these matters during its regular meeting on February 3, 2016. The Planning Commission is recommending approval of the Annexation Plan of Services and annexation petition.

Attachments

1. Staff Comments from the February 3, 2016 Planning Commission meeting
2. Illustrations of the area
3. Miscellaneous exhibits and materials from the applicant
4. Annexation Plan of Services
5. Minutes from the February 3, 2016 Planning Commission meeting

Respectfully Submitted,

Matthew T. Blomeley, AICP
Principal Planner

MURFREESBORO PLANNING COMMISSION

STAFF COMMENTS, PAGE 1

FEBRUARY 3, 2016

3.a. Annexation Plan of Services and annexation petition [2015-503] for approximately 3.67 acres located along NW Broad Street, Ron Buck applicant.

The subject property consists of a 3.67-acre portion of a 9.05-acre parcel located along the east side of Northwest Broad Street, just south of Florence Road. The Wallace Trailer business is located directly to the south, while the Northstar Industrial Park borders the subject property on its east and north sides. The front 5.38 acres was annexed into the City limits in 1994, but the rear 3.67 acres has remained in the unincorporated County ever since. For years, the entire property was used for an auto salvage business. There are two existing structures on the subject property, the main one of which dates back to 1950. The auto salvage business closed at this location several years ago and the property has remained vacant ever since.

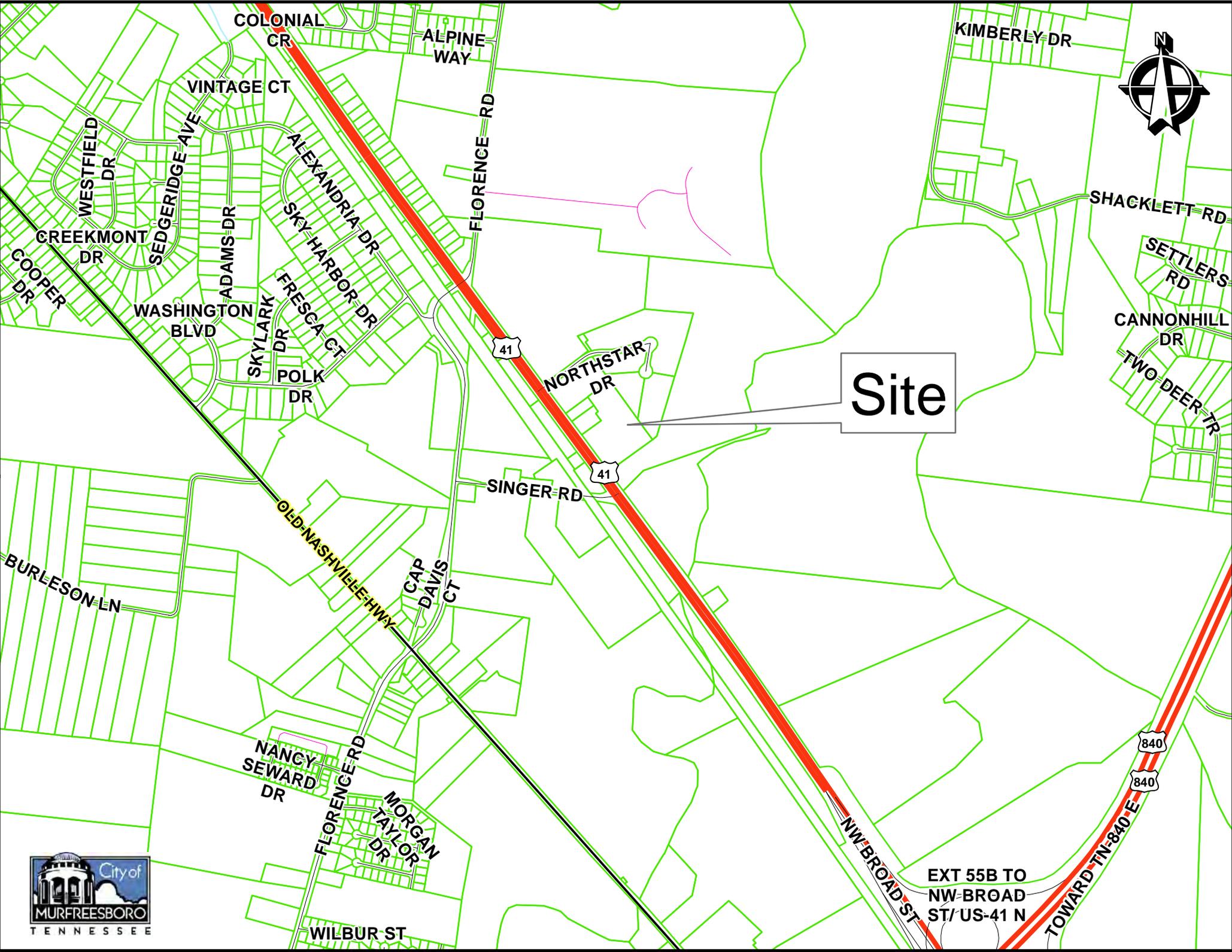
In November, it was purchased by the applicant. He has petitioned the City for the annexation of the rear portion of the property, so that any future development on the property will all be in one jurisdiction. The front portion of the property that is already inside the City limits is zoned L-I (Light Industrial), while the rear portion of the property is zoned Light Industrial in the unincorporated County. Because the rear portion of the property is already zoned Light Industrial in the County, it will be given an interim L-I zoning classification should it be annexed into the City. The applicant has not submitted a companion zoning request simultaneous with annexation, as he is satisfied with the L-I zoning classification.

The subject property is contiguous with the existing City Limits to the east, west, and north. It is within the City's urban growth boundary. In addition, the property owner has petitioned the City for the annexation. Staff has prepared a plan of services, which has been included with the agenda for the Planning Commission's consideration. It does not appear that there will be any problems in providing services to the subject property. No right-of-way is included in the annexation study.

The Planning Commission will need to conduct a public hearing, after which it will need to discuss this matter and then formulate a recommendation for City Council.

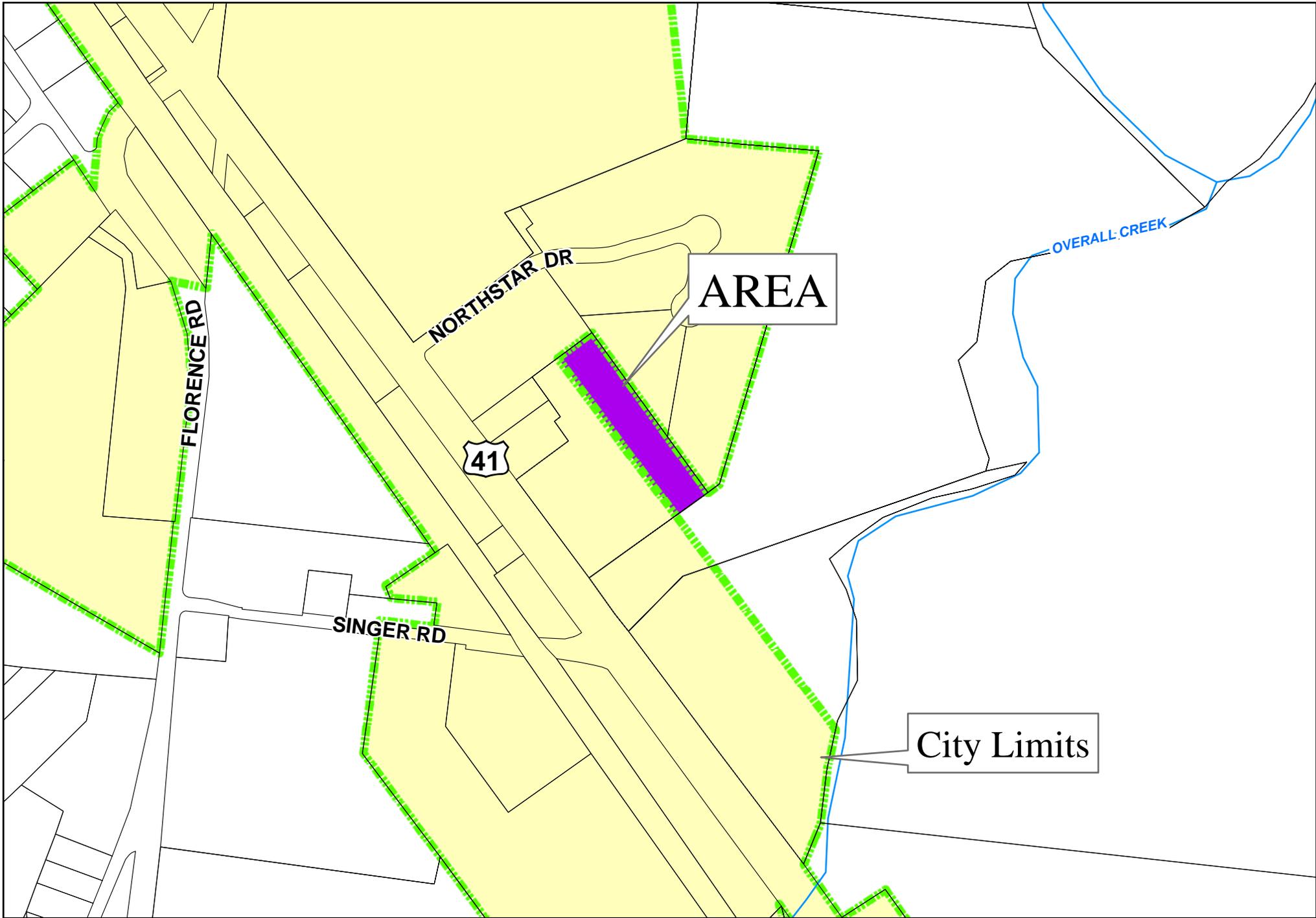


Site



EXT 55B TO
NW BROAD
ST/ US-41 N

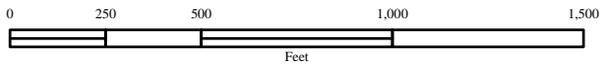
TOWARD TN-840 E



Annexation Request Along NW Broad Street



Path: G:\planning\annex\NewNashvilleHwy.mxd



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

PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

The undersigned is the only owner / are all of the owners of the property identified in the attached legal description (including street address and tax map / parcel number), and hereby petitions the City of Murfreesboro to annex such property into the City.

Signatures must be by owners or those with an appropriate written Power of Attorney from an owner. If the owner is not an individual (eg. corporation, trust, etc.), list the entity's name, the name of the individual signing on behalf of the entity and the status of the individual (eg. president, trustee, partner). If you are signing this Petition based on a Power of Attorney, you must also attach a copy of the Power of Attorney.

1. Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: Status: Date:

Mailing Address (if not address of property to be annexed)

2. Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: Status: Date:

Mailing Address (if not address of property to be annexed)

3. Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: Status: Date:

Mailing Address (if not address of property to be annexed)

4. Ronald D Buck for 88 Partnership
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: Ronald D Buck Status: Owner Date: 1-20-16

5200 Old Harding Road Franklin, TN 37064
Mailing Address (if not address of property to be annexed)

(Attach additional signature pages if necessary)

Legal Description is attached: Yes

Power of Attorney applies and is attached: Yes No



December 31, 2015

Mr. Gary Whitaker
Interim Planning Director
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130

Re: Annexation Request

Described as a portion of Tax Map 57, Parcel 003322 in Murfreesboro, Tennessee

Dear Mr. Whitaker:

On behalf of our client, Mr. Ron Buck, we hereby request annexation for a 3.67 acre parcel of and existing 9.05 parcel of land.

Please let me know if you need any additional information.

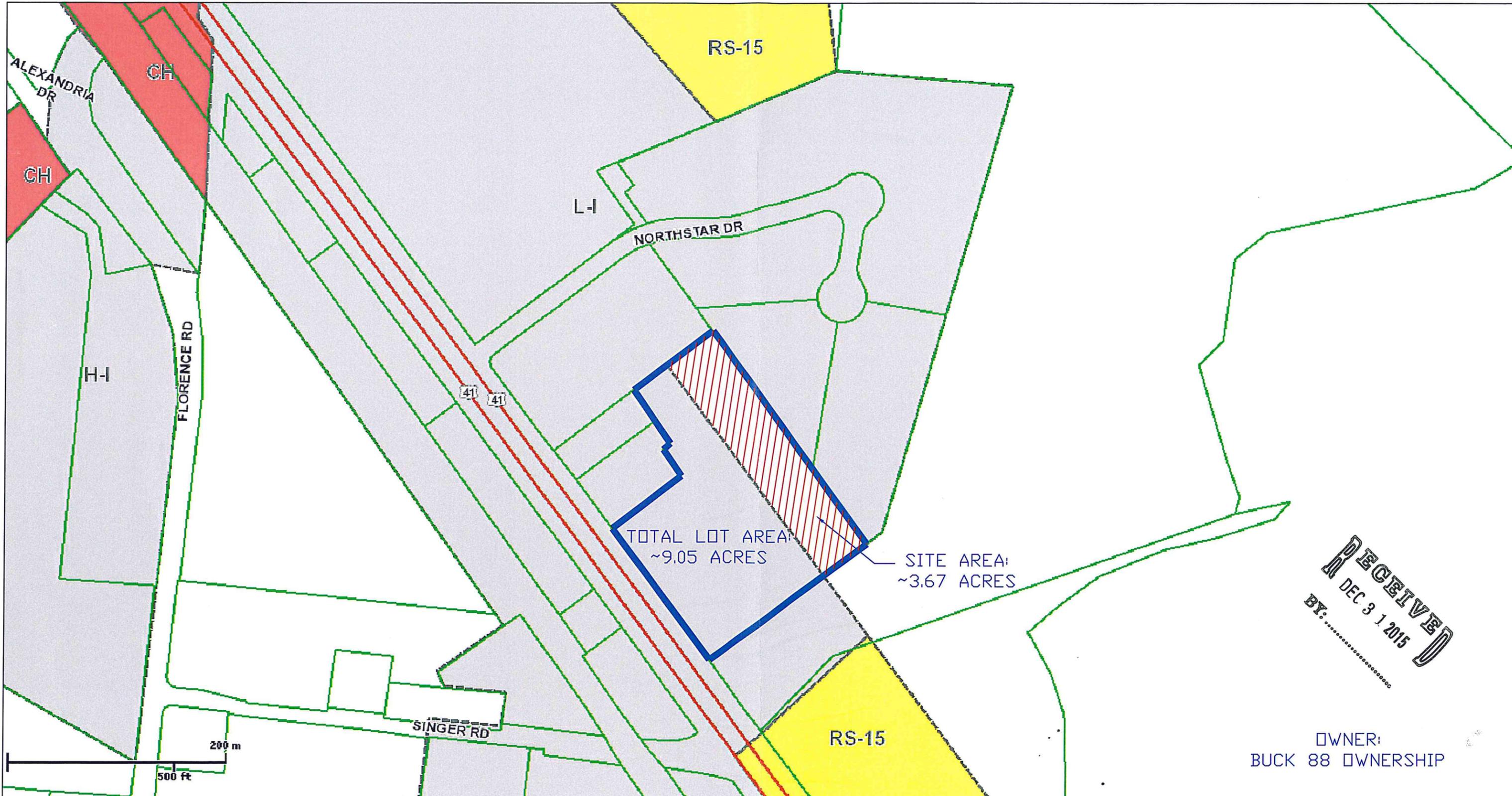
Sincerely,

Clyde Rountree, RLA

HUDDLESTON-STEELE ENG., INC.

RECEIVED
DEC 31 2015
BY:

ANNEXATION EXHIBIT



RECEIVED
DEC 31 2015
BY:

OWNER:
BUCK 88 OWNERSHIP

**ANNEXATION REPORT FOR PROPERTY LOCATED AT
5030 NORTHWEST BROAD STREET
INCLUDING PLAN OF SERVICES**



PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
February 3, 2016

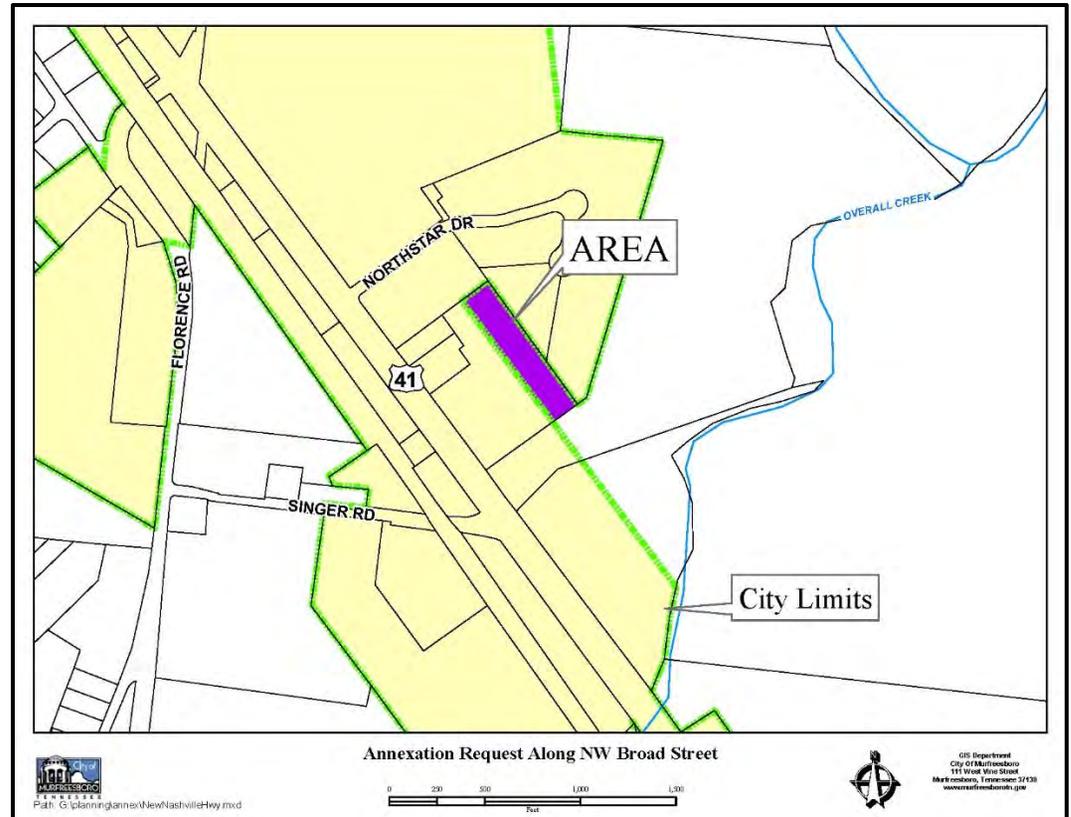


INTRODUCTION

OVERVIEW

The area studied in this Plan of Services is a 3.67-acre portion of a 9.05-acre parcel located at 5030 Northwest Broad Street. The remaining 5.38 acres of the subject parcel already lie within the City of Murfreesboro. The study area adjoins the City on the north, east, west, and southwest, while the area to the southeast lies within the unincorporated County.

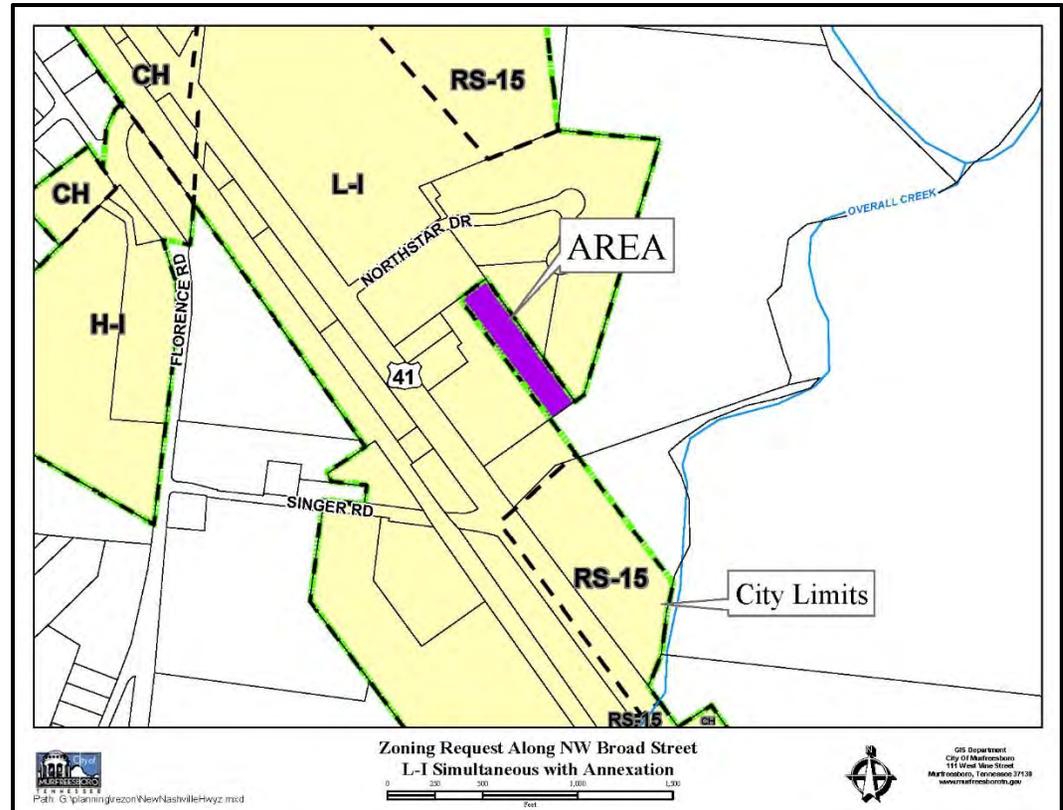
The study area is located within the City of Murfreesboro's Urban Growth Boundary and includes a 3.67-acre portion of Tax Map 57, Parcel 28.



CITY ZONING

The applicant, Mr. Ron Buck, has not requested a specific zoning classification. The property is currently zoned LI (Light Industrial) in the County and will be zoned L-I (Light Industrial) in the City upon annexation.

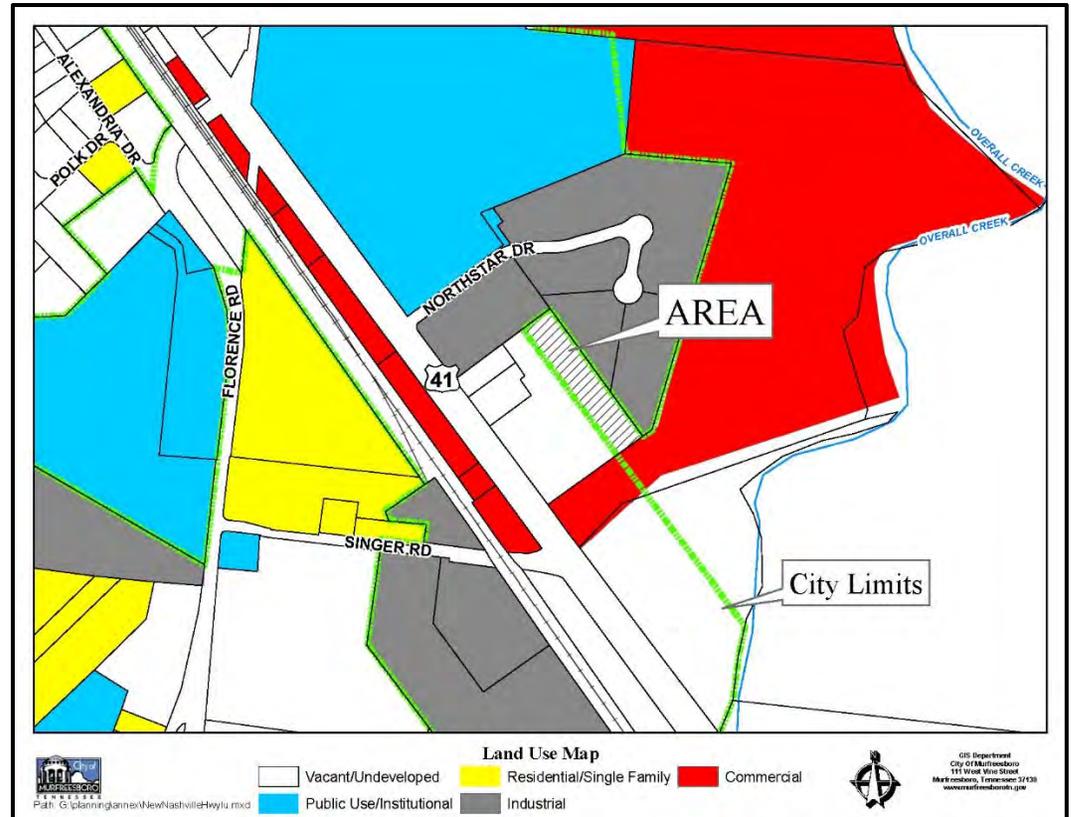
The properties to the north, east, west, and southwest of the study area are zoned L-I (Light Industrial). The property to the southeast of the study area lies outside the City's boundaries and is zoned RM (Medium Density Residential) in the County.



PRESENT AND SURROUNDING LAND USE

The study area consists of a 3.67-acre portion of a 9.05-acre parcel. The study area has been cleared of trees and brush and includes no structures at the present time. The remaining 5.38 acres of the subject parcel have also been cleared. The entire parcel was previously used for automobile salvage; a structure associated with the salvage business still sits on the portion of the site that is already located within the City limits. A billboard is present on the northwestern edge of the property.

Other land uses in the vicinity include light industrial, automobile sales, and a cemetery. Properties to the east and southeast are vacant. The nearest residential dwellings are located on Singer Road, approximately one-half mile away from the subject property.



TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2016 will be due on December 31, 2017. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is \$1.2703/\$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state. (Note that a portion of the parcel already lies within the City. The figures in this table represent the entire parcel.)

*Table I
Estimated Taxes from Site*

Owner of Record	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
86 Partnership	9.05	\$167,400	\$38,200	\$82,240	\$1,044.69

These figures are for the property in its current state.

PLAN OF SERVICES

POLICE PROTECTION

At present, the study area receives police service through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE and other community crime prevention programs to the subject parcels immediately upon the effective date of annexation. This annexation will have no negative impact on the Murfreesboro Police Department. No additional costs to the department are expected. This property is located in Police Zone #6.

ELECTRIC SERVICE

The property is located within Murfreesboro Electric Department's (MED) service boundary. MED has facilities and capacity in place to serve the proposed development. The electrical infrastructure installed to serve the proposed development will be required to adhere to MED standards.

STREET LIGHTING

According to MED, street lighting will be installed on the property if any future development on the property includes public streets. Street lights are currently installed along Northwest Broad Street.

STREETS AND ACCESS

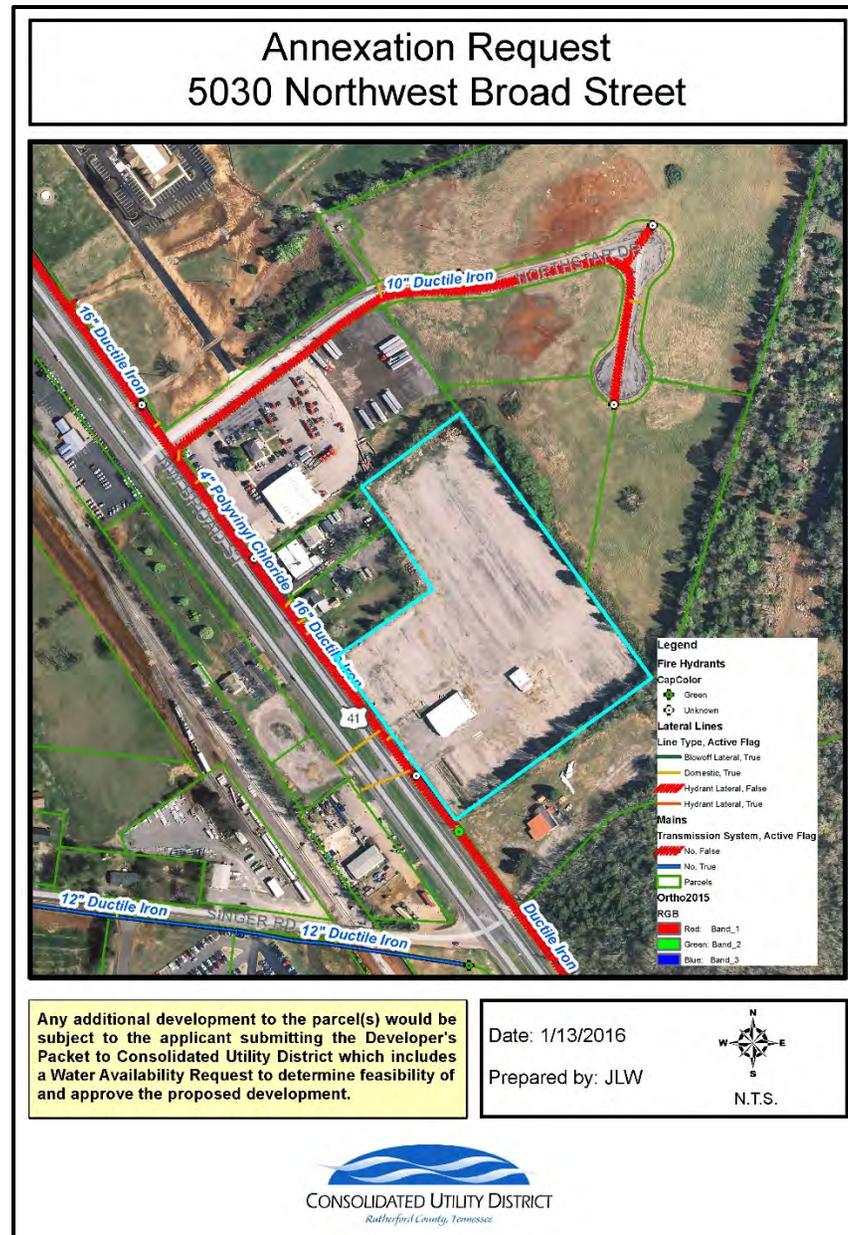
The study area currently has access to Northwest Broad Street, which is both a major arterial and a state route. Modifications to the current access on Northwest Broad Street will require the approval of the City Engineer and the Tennessee Department of Transportation. Any future public roadway facilities to serve the study area must be constructed to City standards.

WATER SERVICE

The study area lies within Consolidated Utility District's (CUD) service area. A four-inch water main running along the eastern side of Northwest Broad Street is adequate for providing domestic water service for any future development.

CUD intends to construct a pump station and utilize a 16-inch water line that was purchased from the cities of Murfreesboro and Smyrna. An existing hydrant that utilizes the 16-inch line is adequate for maintaining proper fire flows.

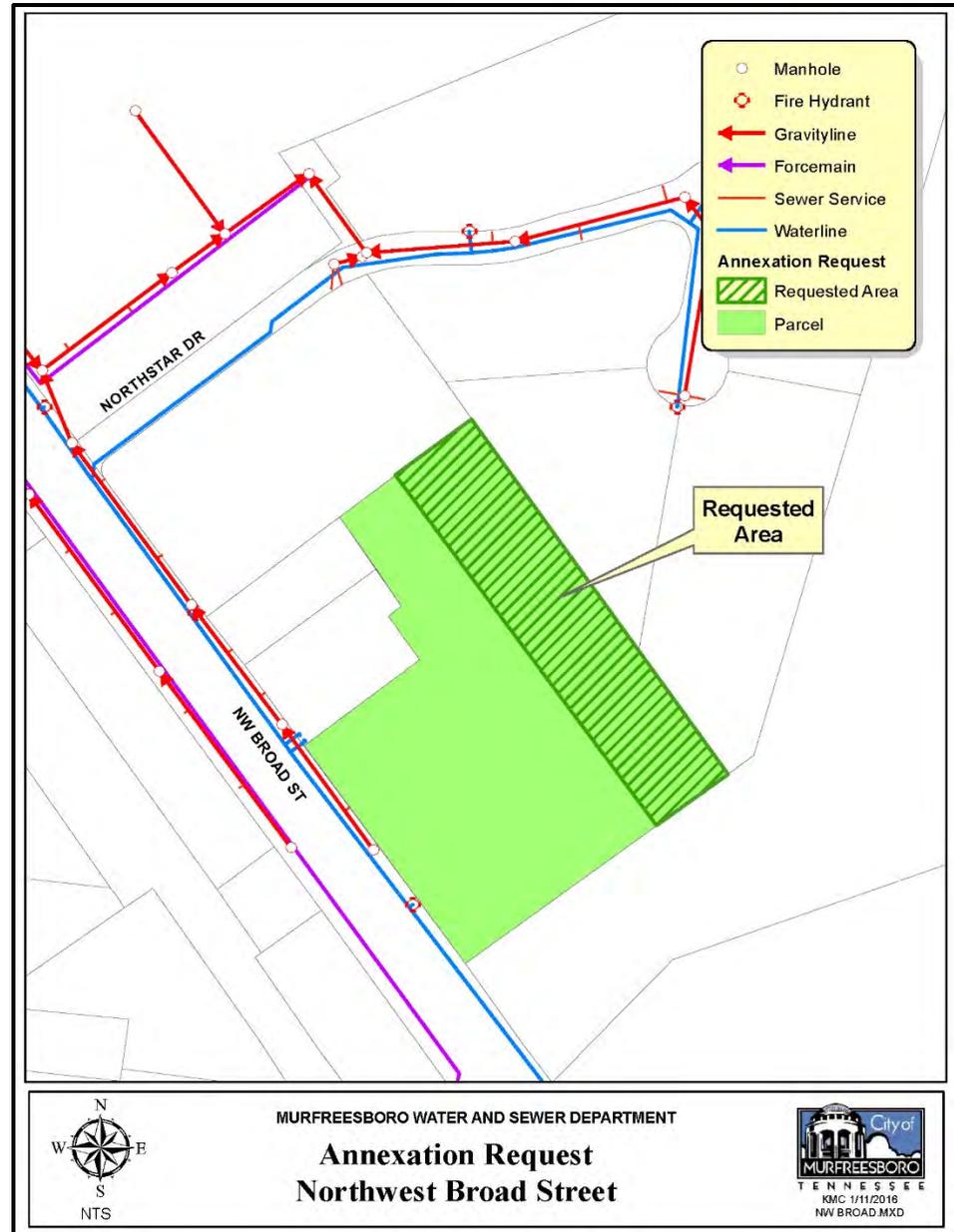
Both lines are shown on the adjacent map. Any new water line development must be done in accordance with CUD's development policies and procedures.



SANITARY SEWER SERVICE

Sanitary sewer is currently available to serve the subject property, per the Murfreesboro Water and Sewer Department's (MWSD) definition of "available." The property will be served by an existing eight-inch sanitary sewer main located along the northern right-of-way of Northwest Broad Street. All sewer main improvements and easements needed to serve the subject properties are to be installed and acquired respectively by the developer in accordance with MWSD's development policies and procedures. The property is located within the US 41 / Florence Road Sanitary Sewer Assessment District.

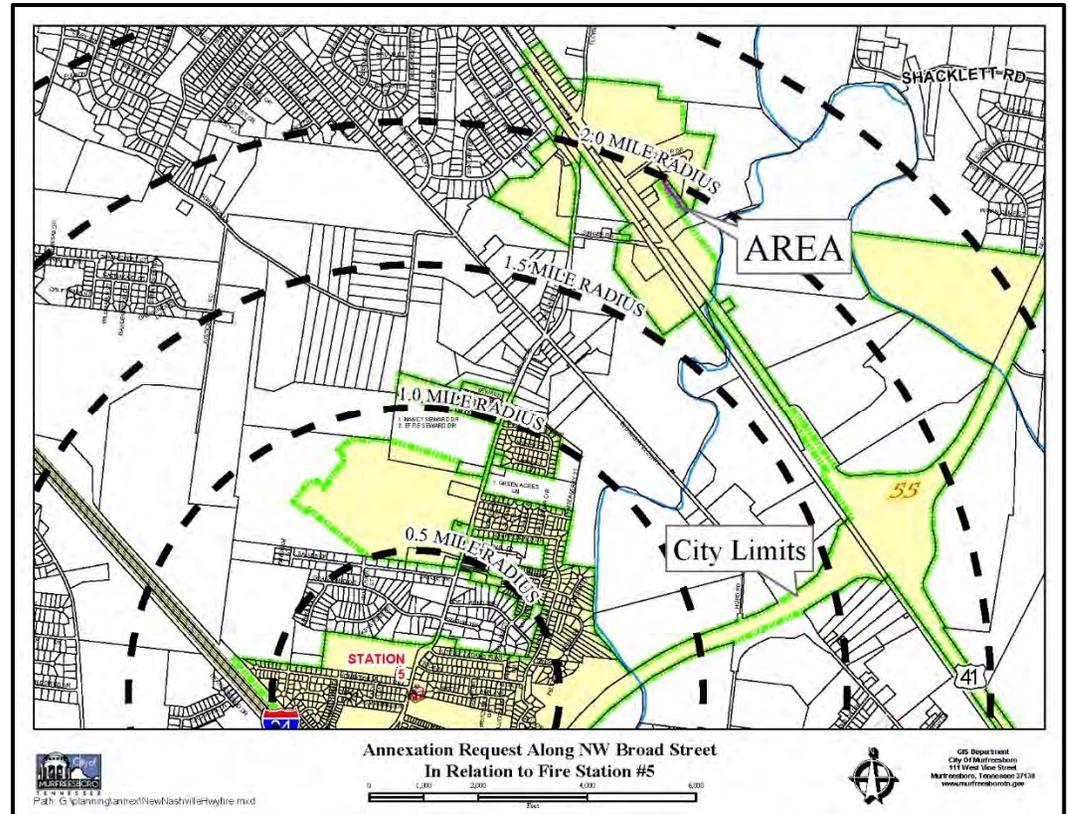
The red lines on the adjacent map represent existing sewer lines.



FIRE AND EMERGENCY SERVICE

The annexation will have no negative impact on the Murfreesboro Fire and Rescue Department (MFRD). The MFRD will provide fire protection with a full-time, professional staff as well as medical first responder service. Any development on the site must provide adequate fire flows and install water lines and fire hydrants per the Consolidated Utility District (CUD) policies and procedures.

An existing 16-inch water line—recently purchased by CUD—along Northwest Broad Street is able to provide adequate fire flows and fire protection on the subject property. The closest fire station to the subject tract is Fire Station #5, located at 3006 Florence Road, 2.15 miles from the study area. Station #5 could have delays responding to the parcel due to heavy rail traffic on the CSX railway. Station #7, located at 2715 North Thompson Lane, is 5.23 miles from the study area. The MFRD can provide ISO Class Two (2) fire protection. The dashed lines on the adjacent map represent linear distance ranges from the nearest fire stations.



SOLID WASTE COLLECTION

The City will provide weekly curbside solid waste collection service immediately upon the effective date of annexation, as well as brush/debris removal every two to three weeks. The initial days of service will be Monday and Thursday. In its current state, no additional equipment or manpower will be needed to serve the study area.

BUILDING AND CODES

The property will immediately come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected.

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to residents of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports.

These facilities and programs are wholly funded by the Murfreesboro tax payers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

CITY SCHOOLS

The Murfreesboro City School system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The study area is in a nonresidential area and should have no impact on school enrollment or capacity.

GEOGRAPHIC INFORMATION SYSTEMS

The property is within the area photographed and digitized as part of the City's Geographic Information Systems (G.I.S.) program.

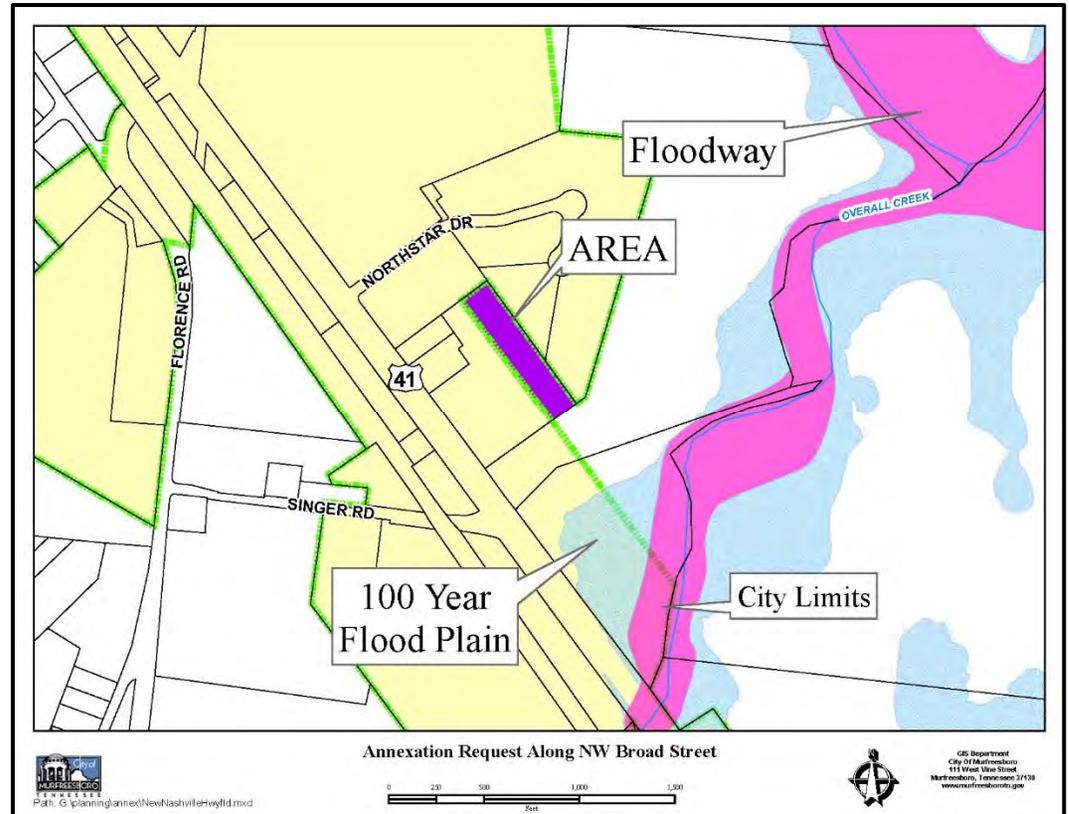
PLANNING, ENGINEERING, AND ZONING SERVICES

The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new development occurs, the Planning Commission will review all site plans, preliminary, and final plats. Among other duties, the Planning and Engineering Departments will inspect and monitor new construction of streets and drainage structures for compliance with the City's development regulations.

FLOODWAY

The study area is not located within a floodway or 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA).

The adjacent map shows the floodway boundary in pink and the 100-year floodplain boundary in blue.

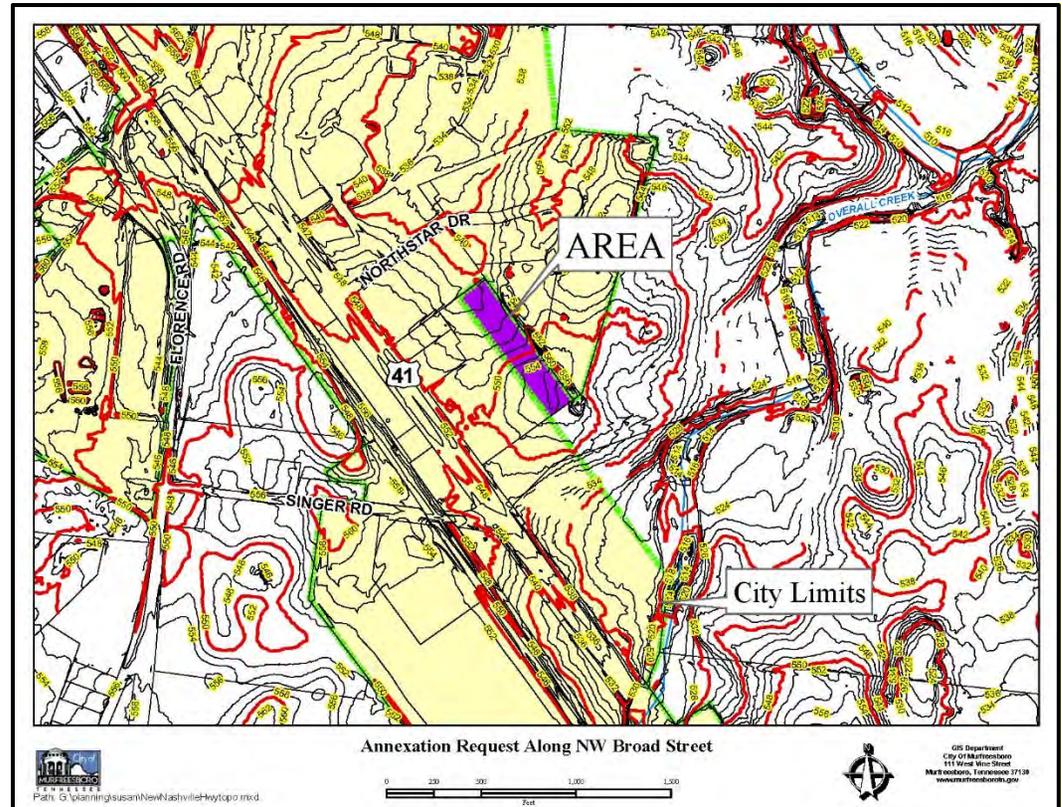


DRAINAGE

Upon annexation, stormwater management services provided by the City will be available to the study area. A review of the topographic map for the study area shows that the property drains well to the northwest. Future development plans should address the discharge of stormwater onto the adjacent properties to the northwest including potential detention or diversion to Northwest Broad Street. New development on the property must meet City of Murfreesboro Stormwater Quality requirements and Tennessee Department of Transportation requirements if diverted to Northwest Broad Street.

Future development in the study area will be subject to the Stormwater Utility Fee upon completion of construction. Based on the proposed L-I zoning and considering applicable credits, this property has the potential to generate \$600 in Stormwater Utility Fees annually upon full development.

The red lines on the adjacent map represent ten-foot contours. The black lines represent two-foot intervals.



ANNEXATION FOLLOW-UP

The Murfreesboro City Council will be responsible for ensuring that this property will receive City services described in this plan. According to Public Chapter 1101 passed by the Tennessee Legislature, six months following the effective date of annexation, and annually thereafter until all services have been extended, a progress report is to be prepared and published in a newspaper of general circulation. This report will describe progress made in providing City services according to the plan of services and any proposed changes to the plan. A public hearing will also be held on the progress report.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION FEBRUARY 3, 2016

7:00 p.m.

City Hall

MEMBERS PRESENT

Doug Young, Vice Chairman
Kathy Jones
Tom Clark
Eddie Smotherman
Kirt Wade
Ken Halliburton

STAFF PRESENT

Gary Whitaker, Planning Director
Matthew Blomeley, Principal Planner
Margaret Ann Green, Principal Planner
Joe Ornelas, Planner
Robert Lewis, Planner
Carolyn Jaco, Recording Assistant
David Ives, City Attorney
Ram Balachandran, Traffic Engineer
Sam Huddleston, Environmental Engineer

Vice Chairman Doug Young called the meeting to order after determining there was a quorum.

Public Hearings

Annexation Plan of Services and annexation petition [2015-503] for approximately 3.7 acres located along NW Broad Street, Ron Buck applicant.

Mr. Matthew Blomeley began by describing the subject property of a 3.67-acre portion of a 9.05-acre parcel located along the east side of Northwest Broad Street, just south of Florence Road. The Wallace Trailer business is located directly to the south, while the Northstar Industrial Park borders the subject property on its east and north sides. The front 5.38 acres was annexed into the City limits in 1994, but the rear 3.67 acres has remained in the unincorporated County ever since. For years, the entire property was used for an auto salvage business. There are two existing structures on the subject property, the main one of which dates back to 1950. The auto salvage business closed at this location several years ago and the property has remained vacant ever since.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION FEBRUARY 3, 2016

In November, it was purchased by the applicant. He has petitioned the City for the annexation of the rear portion of the property, so that any future development on the property will all be in one jurisdiction. The front portion of the property that is already inside the City limits is zoned L-I (Light Industrial), while the rear portion of the property is zoned Light Industrial in the unincorporated County. Because the rear portion of the property is already zoned Light Industrial in the County, it will be given an interim L-I zoning classification should it be annexed into the City. The applicant has not submitted a companion zoning request simultaneous with annexation, as he is satisfied with the L-I zoning classification.

The subject property is contiguous with the existing City limits to the east, west, and north. It is within the City's urban growth boundary. In addition, the property owner has petitioned the City for the annexation. Staff has prepared a plan of services for the Planning Commission's consideration. It does not appear that there will be any problems in providing services to the subject property. No right-of-way is included in the annexation study.

Vice Chairman Young opened the public hearing. No one came forward to speak for or against the annexation request; therefore, Vice Chairman Young closed the public hearing.

Mr. Ken Halliburton made a motion to approve the annexation request and plan of services, seconded by Mr. Kirt Wade. The motion carried by unanimous vote in favor.

PRD Amendment [2016-405] for approximately 25.6 acres to amend the Cedar Retreat PRD, Donald Henley Construction applicant. Mr. Matthew Blomeley began by describing the subject property located along the west side of Florence Road approximately one half mile north of I-24. It was annexed in 2006 and zoned PRD simultaneous with annexation. The surrounding land uses are primarily residential in nature. The Youngstown single-family residential subdivision, which is in the unincorporated County, is located directly to the north, while the Thistle Downs single-family residential subdivision zoned RS-10, RZ, and PUD is located directly

RESOLUTION 16-R-PS-08 to adopt a Plan of Services for approximately 3.7 acres along NW Broad Street, Ron Buck, applicant. [2016-503]

WHEREAS, the Owner(s) of the territory identified on the attached map as the “Area to be Annexed” have either petitioned for annexation or given written consent to the annexation of such territory; and

WHEREAS, a proposed Plan of Services for such territory was prepared and published as required by T.C.A. §6-51-102 and T.C.A. §6-51-104; and

WHEREAS, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on February 3, 2016 for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council;

WHEREAS, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee, on April 7, 2016, pursuant to a Resolution passed and adopted by the City Council on February 11, 2016, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on March 21, 2016; and,

WHEREAS, the Plan of Services for the territory identified on the attached map as the “Area to be Annexed” establishes the scope of services to be provided and the timing of such services and satisfies the requirements of T.C.A. §6-51-102.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the Plan of Services attached hereto for the territory identified on the attached map as the “Area to be Annexed” is hereby adopted as it is reasonable with respect to the scope of services to be provided and the timing of such services.

SECTION 2. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 16-R-A-08** , the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

David A. Ives
City Attorney

SEAL



NORTHSTAR DR

Area to be Annexed

41

**Murfreesboro
City Limits**

SINGER RD

Resolution 16-R-PS-08



**ANNEXATION REPORT FOR PROPERTY LOCATED AT
5030 NORTHWEST BROAD STREET
INCLUDING PLAN OF SERVICES**



PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
February 3, 2016

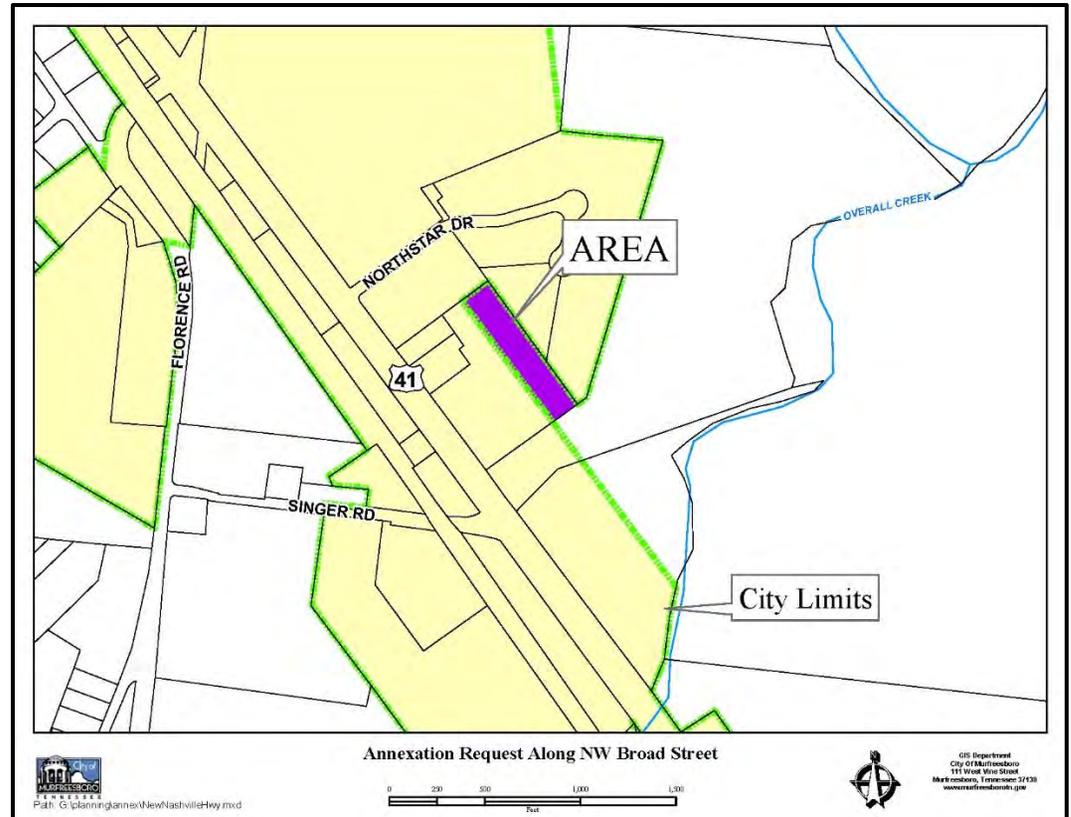


INTRODUCTION

OVERVIEW

The area studied in this Plan of Services is a 3.67-acre portion of a 9.05-acre parcel located at 5030 Northwest Broad Street. The remaining 5.38 acres of the subject parcel already lie within the City of Murfreesboro. The study area adjoins the City on the north, east, west, and southwest, while the area to the southeast lies within the unincorporated County.

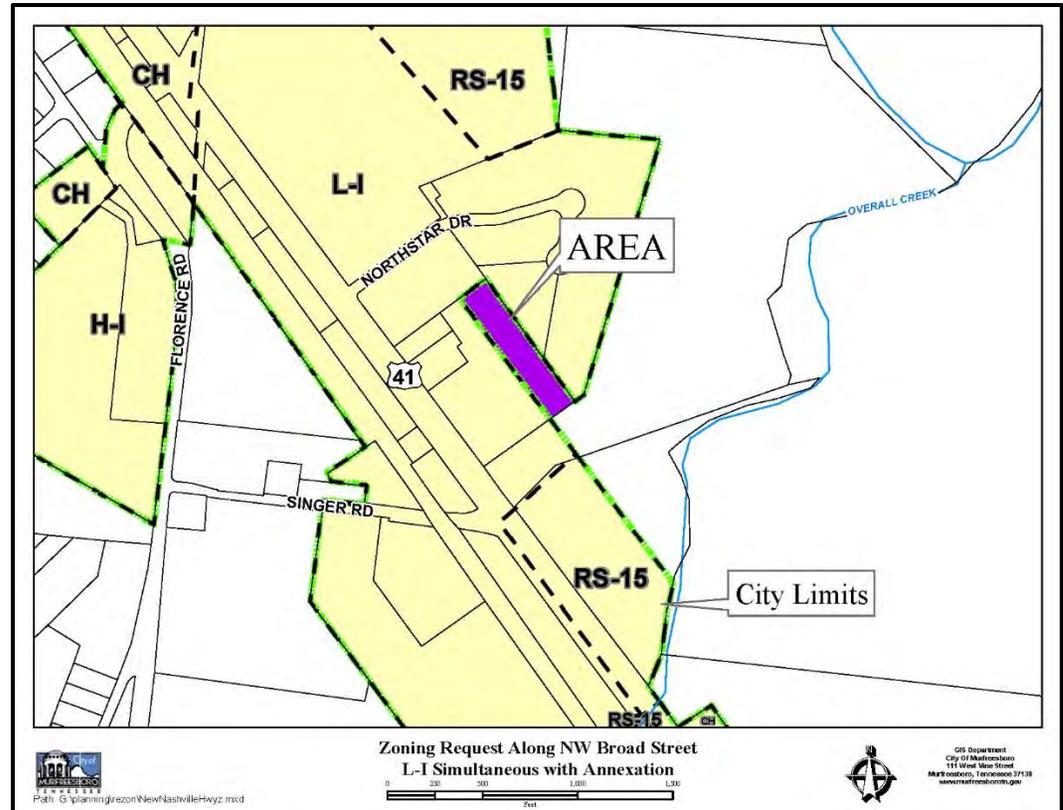
The study area is located within the City of Murfreesboro's Urban Growth Boundary and includes a 3.67-acre portion of Tax Map 57, Parcel 28.



CITY ZONING

The applicant, Mr. Ron Buck, has not requested a specific zoning classification. The property is currently zoned LI (Light Industrial) in the County and will be zoned L-I (Light Industrial) in the City upon annexation.

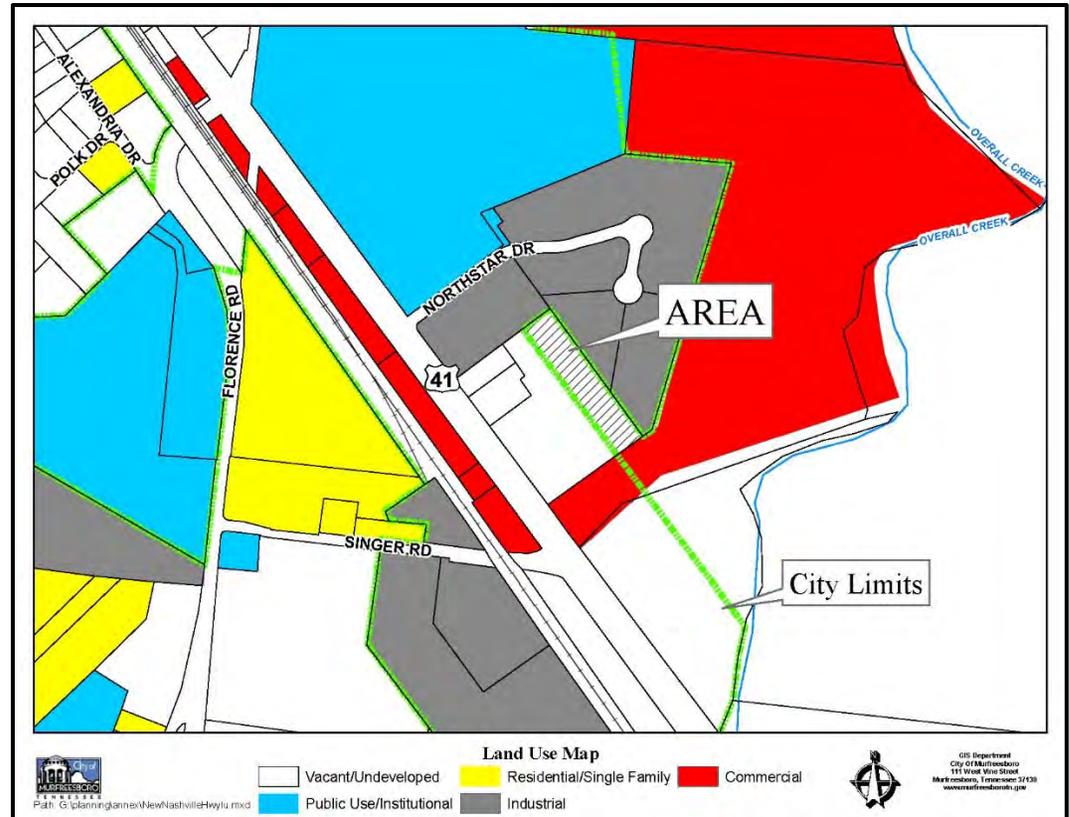
The properties to the north, east, west, and southwest of the study area are zoned L-I (Light Industrial). The property to the southeast of the study area lies outside the City's boundaries and is zoned RM (Medium Density Residential) in the County.



PRESENT AND SURROUNDING LAND USE

The study area consists of a 3.67-acre portion of a 9.05-acre parcel. The study area has been cleared of trees and brush and includes no structures at the present time. The remaining 5.38 acres of the subject parcel have also been cleared. The entire parcel was previously used for automobile salvage; a structure associated with the salvage business still sits on the portion of the site that is already located within the City limits. A billboard is present on the northwestern edge of the property.

Other land uses in the vicinity include light industrial, automobile sales, and a cemetery. Properties to the east and southeast are vacant. The nearest residential dwellings are located on Singer Road, approximately one-half mile away from the subject property.



TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2016 will be due on December 31, 2017. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is \$1.2703/\$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state. (Note that a portion of the parcel already lies within the City. The figures in this table represent the entire parcel.)

Table I
Estimated Taxes from Site

Owner of Record	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
86 Partnership	9.05	\$167,400	\$38,200	\$82,240	\$1,044.69

These figures are for the property in its current state.

PLAN OF SERVICES

POLICE PROTECTION

At present, the study area receives police service through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE and other community crime prevention programs to the subject parcels immediately upon the effective date of annexation. This annexation will have no negative impact on the Murfreesboro Police Department. No additional costs to the department are expected. This property is located in Police Zone #6.

ELECTRIC SERVICE

The property is located within Murfreesboro Electric Department's (MED) service boundary. MED has facilities and capacity in place to serve the proposed development. The electrical infrastructure installed to serve the proposed development will be required to adhere to MED standards.

STREET LIGHTING

According to MED, street lighting will be installed on the property if any future development on the property includes public streets. Street lights are currently installed along Northwest Broad Street.

STREETS AND ACCESS

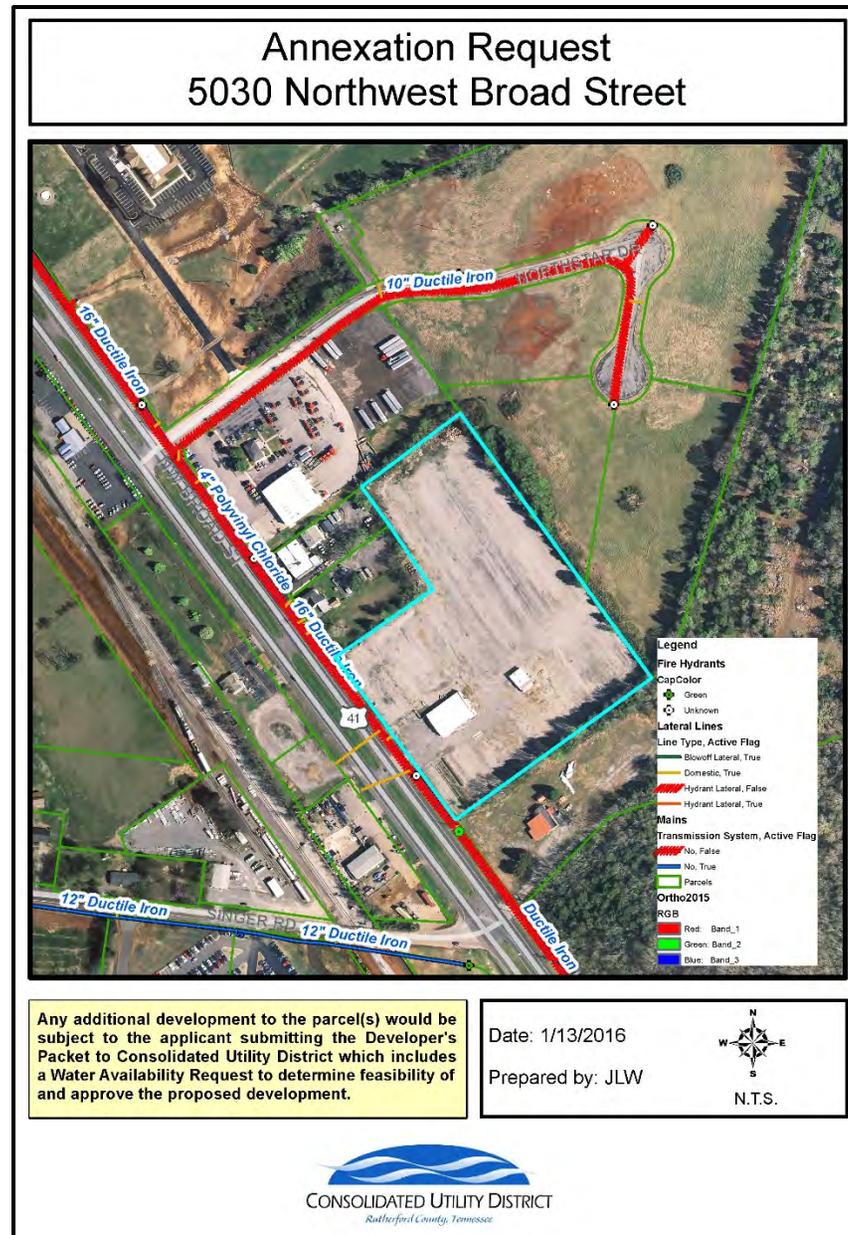
The study area currently has access to Northwest Broad Street, which is both a major arterial and a state route. Modifications to the current access on Northwest Broad Street will require the approval of the City Engineer and the Tennessee Department of Transportation. Any future public roadway facilities to serve the study area must be constructed to City standards.

WATER SERVICE

The study area lies within Consolidated Utility District's (CUD) service area. A four-inch water main running along the eastern side of Northwest Broad Street is adequate for providing domestic water service for any future development.

CUD intends to construct a pump station and utilize a 16-inch water line that was purchased from the cities of Murfreesboro and Smyrna. An existing hydrant that utilizes the 16-inch line is adequate for maintaining proper fire flows.

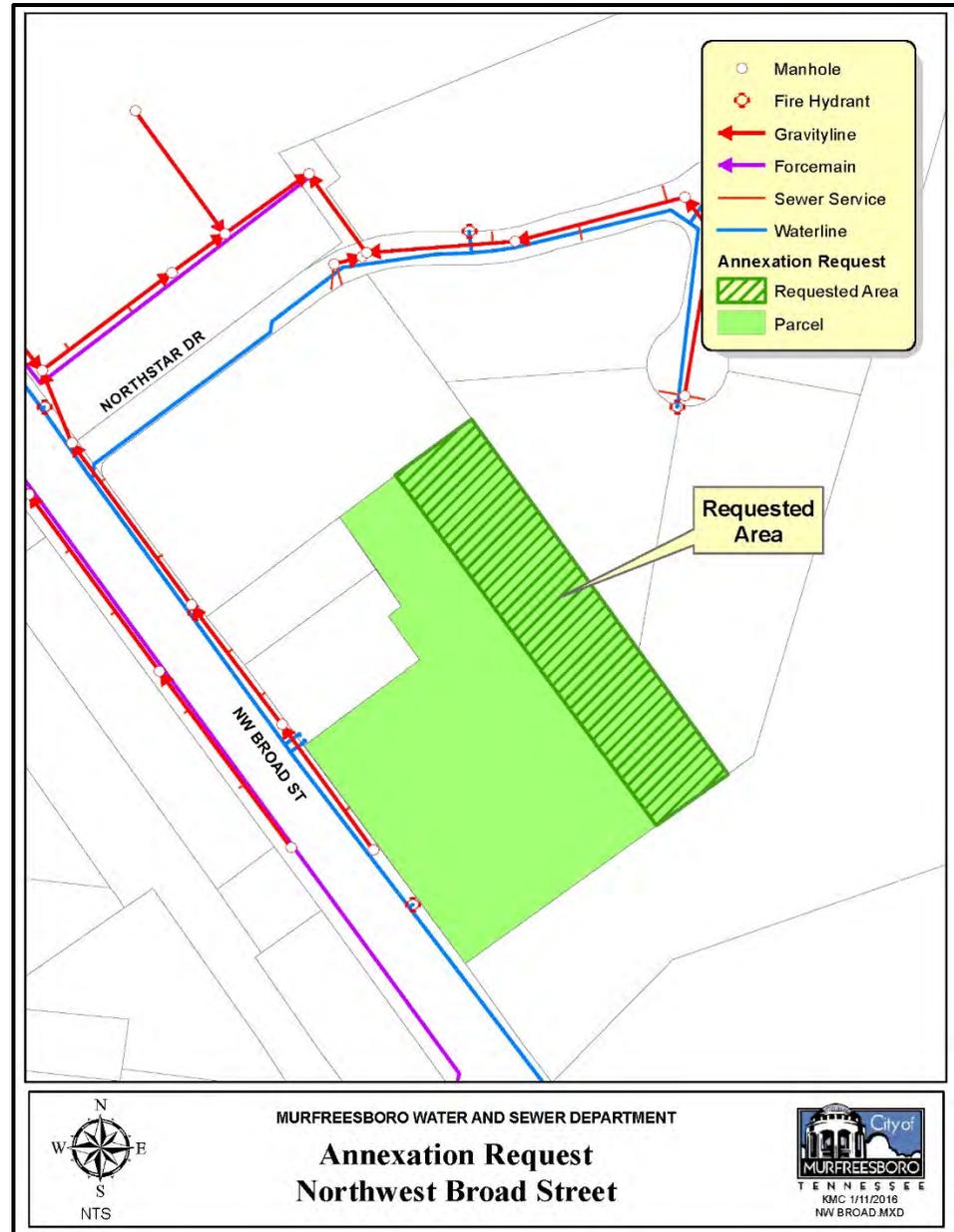
Both lines are shown on the adjacent map. Any new water line development must be done in accordance with CUD's development policies and procedures.



SANITARY SEWER SERVICE

Sanitary sewer is currently available to serve the subject property, per the Murfreesboro Water and Sewer Department's (MWSD) definition of "available." The property will be served by an existing eight-inch sanitary sewer main located along the northern right-of-way of Northwest Broad Street. All sewer main improvements and easements needed to serve the subject properties are to be installed and acquired respectively by the developer in accordance with MWSD's development policies and procedures. The property is located within the US 41 / Florence Road Sanitary Sewer Assessment District.

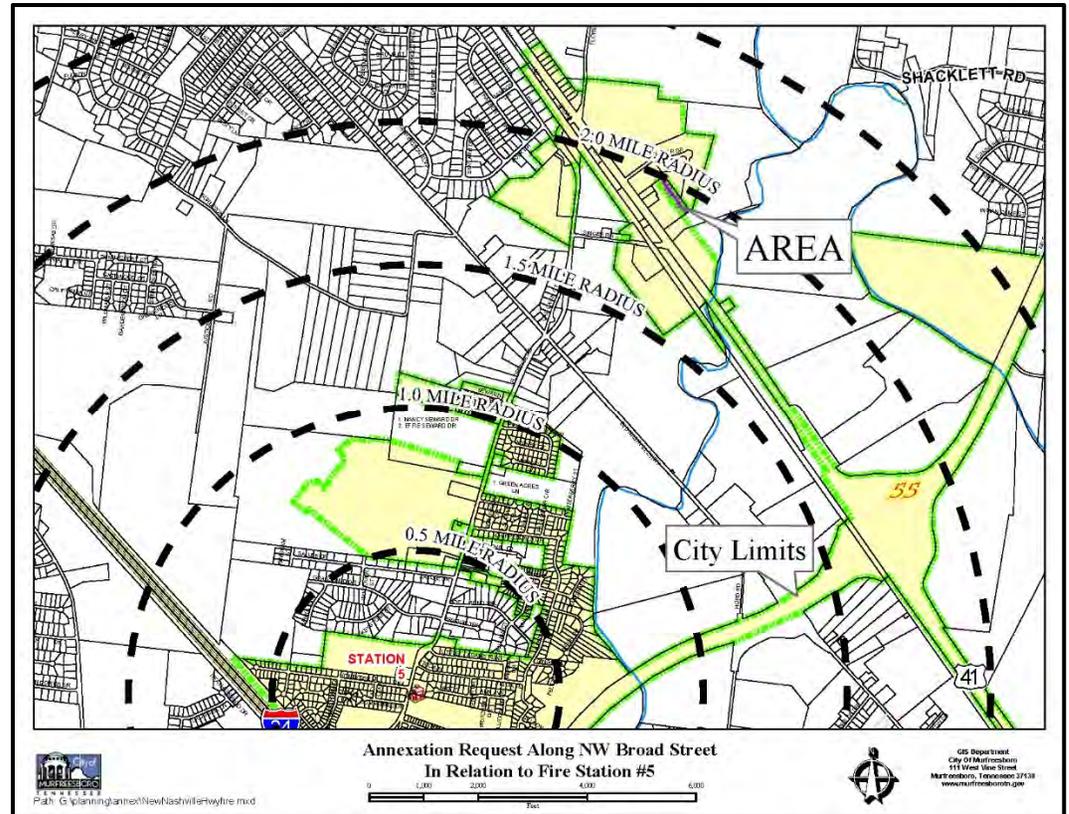
The red lines on the adjacent map represent existing sewer lines.



FIRE AND EMERGENCY SERVICE

The annexation will have no negative impact on the Murfreesboro Fire and Rescue Department (MFRD). The MFRD will provide fire protection with a full-time, professional staff as well as medical first responder service. Any development on the site must provide adequate fire flows and install water lines and fire hydrants per the Consolidated Utility District (CUD) policies and procedures.

An existing 16-inch water line—recently purchased by CUD—along Northwest Broad Street is able to provide adequate fire flows and fire protection on the subject property. The closest fire station to the subject tract is Fire Station #5, located at 3006 Florence Road, 2.15 miles from the study area. Station #5 could have delays responding to the parcel due to heavy rail traffic on the CSX railway. Station #7, located at 2715 North Thompson Lane, is 5.23 miles from the study area. The MFRD can provide ISO Class Two (2) fire protection. The dashed lines on the adjacent map represent linear distance ranges from the nearest fire stations.



SOLID WASTE COLLECTION

The City will provide weekly curbside solid waste collection service immediately upon the effective date of annexation, as well as brush/debris removal every two to three weeks. The initial days of service will be Monday and Thursday. In its current state, no additional equipment or manpower will be needed to serve the study area.

BUILDING AND CODES

The property will immediately come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected.

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to residents of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports.

These facilities and programs are wholly funded by the Murfreesboro tax payers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

CITY SCHOOLS

The Murfreesboro City School system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The study area is in a nonresidential area and should have no impact on school enrollment or capacity.

GEOGRAPHIC INFORMATION SYSTEMS

The property is within the area photographed and digitized as part of the City's Geographic Information Systems (G.I.S.) program.

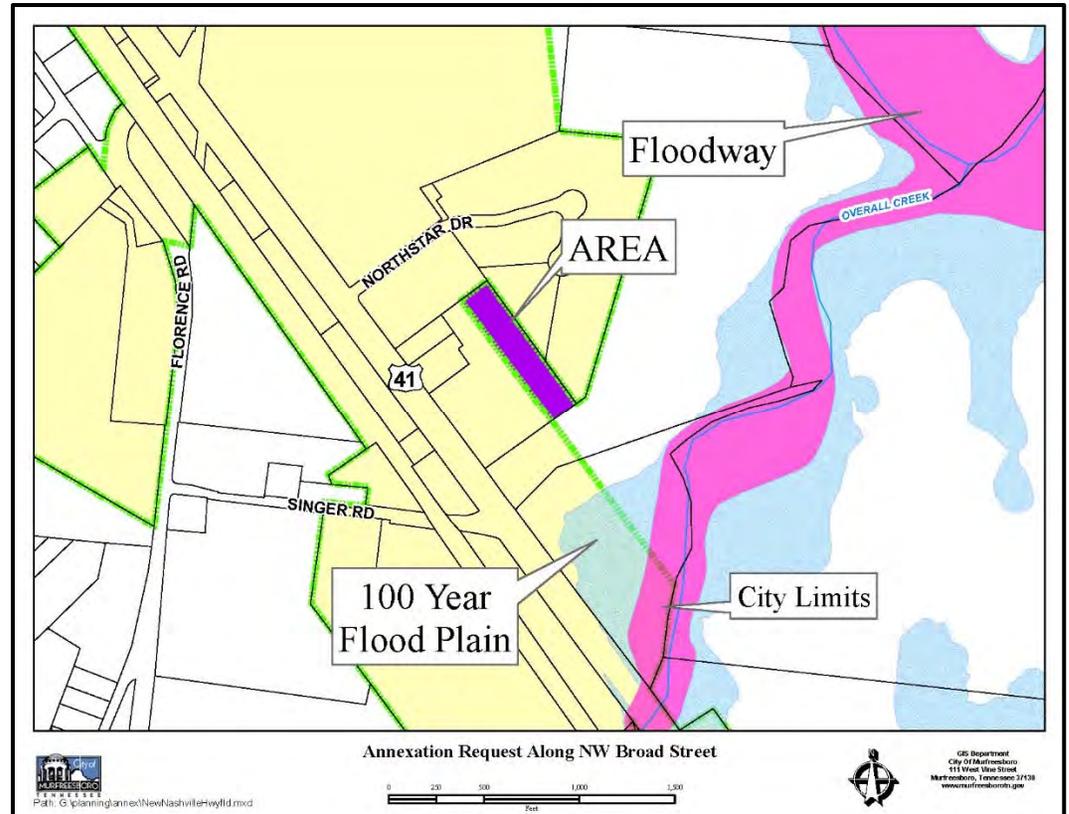
PLANNING, ENGINEERING, AND ZONING SERVICES

The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new development occurs, the Planning Commission will review all site plans, preliminary, and final plats. Among other duties, the Planning and Engineering Departments will inspect and monitor new construction of streets and drainage structures for compliance with the City's development regulations.

FLOODWAY

The study area is not located within a floodway or 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA).

The adjacent map shows the floodway boundary in pink and the 100-year floodplain boundary in blue.

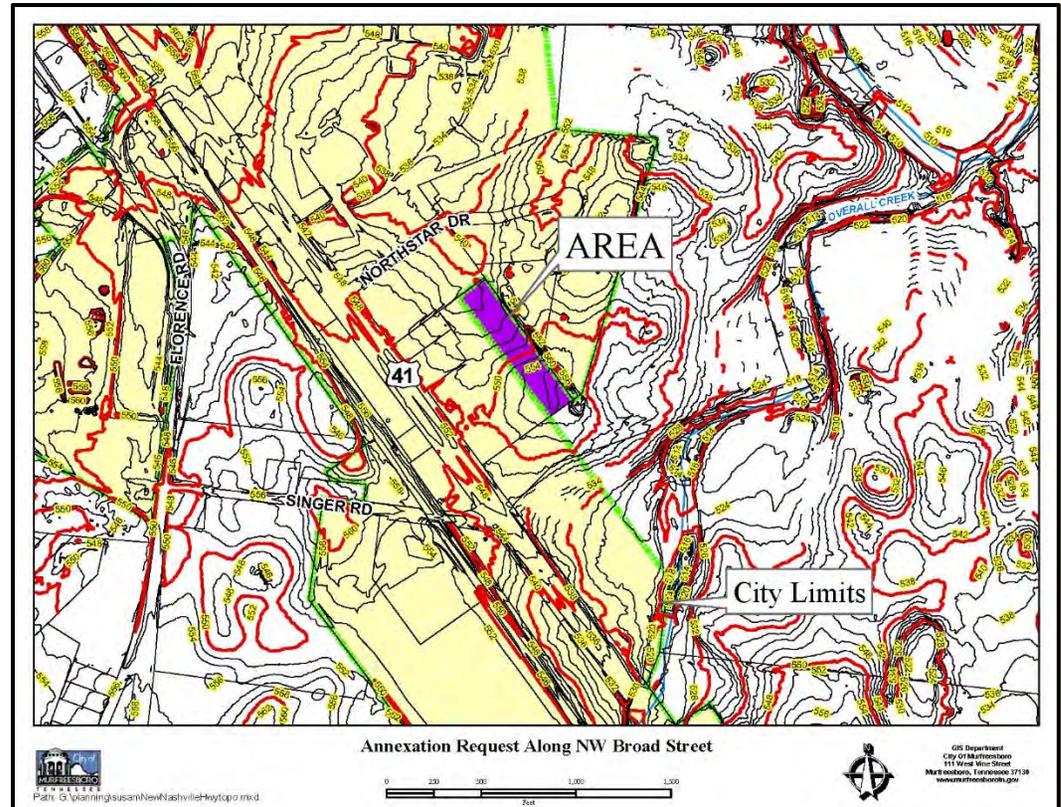


DRAINAGE

Upon annexation, stormwater management services provided by the City will be available to the study area. A review of the topographic map for the study area shows that the property drains well to the northwest. Future development plans should address the discharge of stormwater onto the adjacent properties to the northwest including potential detention or diversion to Northwest Broad Street. New development on the property must meet City of Murfreesboro Stormwater Quality requirements and Tennessee Department of Transportation requirements if diverted to Northwest Broad Street.

Future development in the study area will be subject to the Stormwater Utility Fee upon completion of construction. Based on the proposed L-I zoning and considering applicable credits, this property has the potential to generate \$600 in Stormwater Utility Fees annually upon full development.

The red lines on the adjacent map represent ten-foot contours. The black lines represent two-foot intervals.



ANNEXATION FOLLOW-UP

The Murfreesboro City Council will be responsible for ensuring that this property will receive City services described in this plan. According to Public Chapter 1101 passed by the Tennessee Legislature, six months following the effective date of annexation, and annually thereafter until all services have been extended, a progress report is to be prepared and published in a newspaper of general circulation. This report will describe progress made in providing City services according to the plan of services and any proposed changes to the plan. A public hearing will also be held on the progress report.

RESOLUTION 16-R-A-08 to annex approximately 3.7 acres along NW Broad Street, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Ron Buck, applicant. [2016-503]

WHEREAS, the Owner(s) of the territory identified on the attached map as the "Area Annexed" have either petitioned for annexation or given written consent to the annexation of such territory; and

WHEREAS, a Plan of Services for such territory was adopted by **Resolution 16-R-PS-08** on April 7, 2016; and

WHEREAS, the Planning Commission held a public hearing on the proposed annexation of such territory on February 3, 2016 and recommended approval of the annexation; and

WHEREAS, the annexation of such territory is deemed beneficial for the welfare of the City of Murfreesboro as a whole.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the territory identified on the attached map as the "Area Annexed" is hereby annexed to the City of Murfreesboro, Tennessee and incorporated within the corporate boundaries thereof.

SECTION 2. That this Resolution shall take effect upon its passage, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

David A. Ives
City Attorney

SEAL



NORTHSTAR DR

**Area
Annexed**

41

**Murfreesboro
City Limits**

SINGER RD

Resolution 16-R-A-08





... creating a better quality of life

REGULAR AGENDA

March 31, 2016

Honorable Mayor and Members of the City Council:

RE: Water and Sewer Board Recommendations to the City for the Council Regular Agenda from the Board meeting held February 16, 2016

A. South Church Street Sanitary Sewer at Intersection of Joe B Jackson Pkwy. Award of Contract

Background

At the December 2014 Water & Sewer Board meeting it was recommended and approved for Wisner Consultants (Wisner) to design the sewer extension to an area of interest, approximately 32.6 acres in size on the west side of S. Church St. (US-231) at the intersection of the newly constructed Joe B Jackson Pkwy.

The design has been completed and bids were received on February 9th. Only two (2) bids were received out of four (4) plan holders. A recommendation from Wisner along with the bid tabulation is attached. Wisner recommends awarding the project to Charles Deweese Construction, Inc. in the amount of \$287,887.65. They were the lowest responsive bidder for the project.

The majority of the project is utilizing public right-of-way. Only one (1) easement is required from the Delk's to extend the gravity sewer to Church Street from the proposed Walmart sewer extension. An offer of \$3,775.00 was mailed on November 6, 2015. The property owner has been contacted and is agreeable to the easement and that the sewer extension is best for all involved. David Ives and the Delk's attorney are discussing the offer. It may require bringing a final offer back to the Board and Council for approval.

Concurrences

The Water and Sewer Board recommended approval at its meeting of February 16, 2016.

Recommendation

It is recommended that City Council award the contract to Charles Deweese Construction, Inc. in the amount of \$287,887.65.

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

Fiscal Impact

Funding is recommended to come from the Department's working capital reserves with repayment through an assessment district. This construction project has been programmed into the Department's 5-year capital improvement plan.

Attachments

Wiser Recommendation & Bid Tabulation

B. South Church Street Special Sanitary Sewer Assessment District

Background

At the February 16, 2016 Water and Sewer Board meeting the Board recommended to City Council awarding the construction contract for the referenced sewer construction to Charles Dewese Construction, Inc. in the amount of \$287,887.65. The City Council approved the construction contract with Dewese Construction, Inc. at their February 24, 2016 meeting.

At the February 16, 2016 Water and Sewer Board meeting, the Board also recommended forming a special sanitary sewer assessment district to recoup the costs associated with the construction from the proposed development in the affected area, or 32.6 acres (see attached exhibit).

Using the actual bid number and finance assumptions, the final special sanitary sewer assessment fee calculations are as follows:

- 10-yr financing term @ 3.5% interest (w/ one pay period per year)
- Assessment based on Assessment Area Acreage = 32.6 Ac.
- Assumed density of Single Family Units (sfu's) in Assessment Area = 3 sfu's / acre
- Construction and Finance Costs = **\$346,160**
- Recommended Assessment at **\$10,600 / Ac.**

The affected area, as defined in the attached exhibit, have several properties that would be interested in paying the special assessment "up front", and avoid the financing costs associated with the 10-yr term. The Board recommended allowing a proportionate share pay-back to any development expected to connect to the proposed sanitary sewer within six (6) months of the sewer project achieving final completion. The proportionate share assessment cost would be equal to \$346,160 divided by 32.6 acres, or **\$8,830 per acre.**

Staff has worked with the City Legal Department to draft an ordinance that establishes the South Church Street special sanitary sewer assessment district. The draft ordinance is attached.

Concurrences

The Water and Sewer Board recommended approval at its meeting of February 16, 2016.

Recommendation

It is recommended that City Council approve the attached Ordinance 16-O-16 that establishes the South Church Street special sanitary sewer assessment district under the conditions defined within this memorandum. A public hearing is also required prior to third and final reading of the ordinance; staff recommends May 5th, 2016.

Fiscal Impact

Funding of the project was approved coming from the Department's working capital reserves. Approval of this assessment district would enable a recoupment method for capital fund expended over an anticipated ten (10) year repayment horizon.

Attachments

Assessment District Exhibit – Area Wide
Draft Ordinance 16-O-16

Respectfully submitted,

Darren W. Gore
Director

Attachments



Wiser Consultants, LLC
1427 Kensington Square Court
Murfreesboro, Tennessee 37130

www.wiserconsultants.com

p. 615-278-1500

f. 615-217-8130

February 10, 2016

Ms. Valerie Smith
Murfreesboro Water and Sewer Department
300 NW Broad Street
Murfreesboro, TN 37130

RE: South Church Street Sanitary Sewer – Recommendation to Award

Dear Ms. Smith,

Below is a summary of the attached bid tabulation for the above referenced project.

Table 1: Bid Tabulation Summary for the South Church Street Sanitary Sewer Project

Contractor	Total Bid Price
Williamson Construction Co., LLC	\$318,348.52
Charles Deweese Construction, Inc.	\$287,887.65
Engineer's Estimate	\$255,962.70

After reviewing Charles Deweese Construction, Inc. opened bid and associated documentation, WISER recommends that the Murfreesboro Water and Sewer Department award the South Church Street Sanitary Sewer project to Charles Deweese Construction, Inc. This award recommendation is contingent upon the concurrence and approval to award by the Murfreesboro Water and Sewer Department Board.

The bid tabulations were checked for correctness upon the opening of the bids. It was found that the bid totals listed on the submitted bid tabulations were incorrect for Williamson Construction, and the total bid price above has been revised to reflect this change.

Wiser understands that the opened bids exceed the Engineer's estimate by approximately 12%. After reviewing the individual priced items, we found the unit prices from both bidders to be generally higher than expected, which appears to be related to improvements in the economy. Above average costs can also be attributed to the small force main size and the cost for the bore/jack underneath US231. Wiser believes the overall price based on these considerations to be in line with this type of work.

Please feel free to call me if you have any questions or require additional information.

Sincerely,

Kyle M. Peters, PE
Wiser Consultants, LLC

BID TABULATION- SOUTH CHURCH STREET SANITARY SEWER				Charles Deweese Construction, Inc.		Williamson Construction Co., LLC		Wiser Consultants, LLC Engineer's Estimate	
ESTIMATED QUANTITIES AND BID PRICES									
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	LS	1	\$3,812.50	\$3,812.50	\$45,100.00	\$45,100.00	\$10,000.00	\$10,000.00
2	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$2,668.75	\$2,668.75	\$4,800.00	\$4,800.00	\$10,000.00	\$10,000.00
3	CLEARING AND GRUBBING	LS	1	\$3,050.00	\$3,050.00	\$3,850.00	\$3,850.00	\$5,000.00	\$5,000.00
4	8IN DIP 6FT-12FT DEPTH (OUTSIDE TRAVEL WAY)	LF	200	\$131.35	\$26,270.00	\$198.00	\$39,600.00	\$110.00	\$22,000.00
5	4IN C900 PVC (FORCE MAIN)	LF	208	\$42.26	\$8,790.08	\$57.22	\$11,901.76	\$20.00	\$4,160.00
6	2 1/2IN SDR21 PVC CLASS 200 (FORCE MAIN)	LF	2414	\$52.61	\$127,000.54	\$29.71	\$71,719.94	\$12.00	\$28,968.00
7	48IN MANHOLE 8FT-10FT DEPTH	EACH	1	\$2,842.60	\$2,842.60	\$3,850.00	\$3,850.00	\$4,000.00	\$4,000.00
8	8IN X 6IN D.I.P. WYE	EACH	4						
9	6IN -45 DEG. D.I.P. BEND	EACH	4						
40	6IN DIP SERVICE LATERAL	LF	45						
11	BORE/JACK 12IN STEEL CASING PIPE	LF	160	\$263.68	\$42,188.80	\$470.80	\$75,328.00	\$185.00	\$29,600.00
12	BORE/JACK 6IN STEEL CASING PIPE (CONC DRIVEWAY)	LF	20	\$274.39	\$5,487.80	\$330.00	\$6,600.00	\$145.00	\$2,900.00
13	4IN X 4IN X 2 1/2IN X 2 1/2" CROSS	EACH	1	\$208.05	\$208.05	\$193.00	\$193.00	\$60.00	\$60.00
14	2 1/2IN X 2 1/2IN TEE	EACH	9	\$61.92	\$557.28	\$27.56	\$248.04	\$46.00	\$414.00
15	2 1/2IN BALL VALVE	EACH	11	\$783.84	\$8,622.24	\$275.00	\$3,025.00	\$493.00	\$5,423.00
16	2 1/2IN DIP CHECK VALVE (CLASS 150)	EACH	11	\$794.36	\$8,737.96	\$462.00	\$5,082.00	\$725.00	\$7,975.00
17	2 1/2IN COMBO AIR RELEASE VALVE ASSEMBLY	EACH	2	\$3,952.07	\$7,904.14	\$1,980.00	\$3,960.00	\$4,175.00	\$8,350.00
18	4IN TERMINAL FLUSHING CONNECTION	EACH	1	\$2,204.40	\$2,204.40	\$2,310.00	\$2,310.00	\$2,200.00	\$2,200.00
19	2 1/2IN TERMINAL FLUSHING CONNECTION	EACH	2	\$1,791.76	\$3,583.52	\$1,540.00	\$3,080.00	\$1,800.00	\$3,600.00
20	2 1/2IN INLINE FLUSHING CONNECTION	EACH	7	\$1,224.40	\$8,570.80	\$1,705.00	\$11,935.00	\$1,800.00	\$12,600.00
21	CONNECT 8IN SEWER TO EXIST MANHOLE	EACH	1	\$1,696.29	\$1,696.29	\$3,300.00	\$3,300.00	\$2,000.00	\$2,000.00
22	TV INSPECTION 8IN SEWER	LF	200	\$5.26	\$1,052.00	\$6.60	\$1,320.00	\$3.00	\$600.00
23	SEEDING (PROPERTY RESTORATION W/8IN TOPSOIL, ROCK FREE)	SY	4510	\$1.07	\$4,825.70	\$1.10	\$4,961.00	\$15.00	\$67,650.00
24	TYPE "B" SILT FENCE (W/O BACKING)	LF	2290	\$2.77	\$6,343.30	\$2.15	\$4,923.50	\$1.50	\$3,435.00
25	SAW CUTTING ASPHALT PAVEMENT	LF	236	\$4.74	\$1,118.64	\$2.75	\$649.00	\$1.50	\$354.00
26	ASPHALT PAVEMENT REPAIR -VOLUNTEER RD (8IN STONE, 8IN BINDER, 1 1/2IN TOPPING)	SF	129	\$26.84	\$3,462.36	\$22.00	\$2,838.00	\$50.00	\$6,450.00
27	ASPHALT PAVEMENT REPAIR-DRIVEWAYS (2IN ASPHALT TOPPING, 4IN STONE)	SF	127	\$19.47	\$2,472.69	\$15.44	\$1,960.88	\$35.00	\$4,445.00
28	REMOVAL OF ASPHALT PAVEMENT	SY	28	\$29.47	\$825.16	\$11.00	\$308.00	\$10.00	\$280.00
29	R.O.W. PERMIT	EACH	1	\$305.00	\$305.00	\$1,500.00	\$1,500.00	\$50.00	\$50.00
	SUBTOTAL				\$284,600.60		\$314,343.12		\$242,514.00
	SUPPLEMENTAL UNITS								
SU1	CRUSHED STONE PLACED AS DIRECTOR BY ENGINEER	TONS	25	\$31.73	\$793.25	\$23.12	\$578.00	\$20.00	\$500.00
SU2	UNCLASSIFIED EXCAVATION 0FT-10FT VERTICAL DEPTH	CY	10	\$169.70	\$1,697.00	\$294.80	\$2,948.00	\$15.00	\$150.00
SU3	HIGH VISIBILITY CONSTRUCTION FENCE	LF	80	\$2.58	\$206.40	\$3.30	\$264.00	\$5.00	\$400.00
SU4	TEMPORARY SEDIMENT TUBE 12IN	LF	60	\$9.84	\$590.40	\$3.59	\$215.40	\$3.50	\$210.00
	SUPPLEMENTAL UNITS SUBTOTAL				\$3,287.05		\$4,005.40		\$1,260.00
	TOTAL BID PRICE				\$287,887.65		\$318,348.52		\$255,962.70

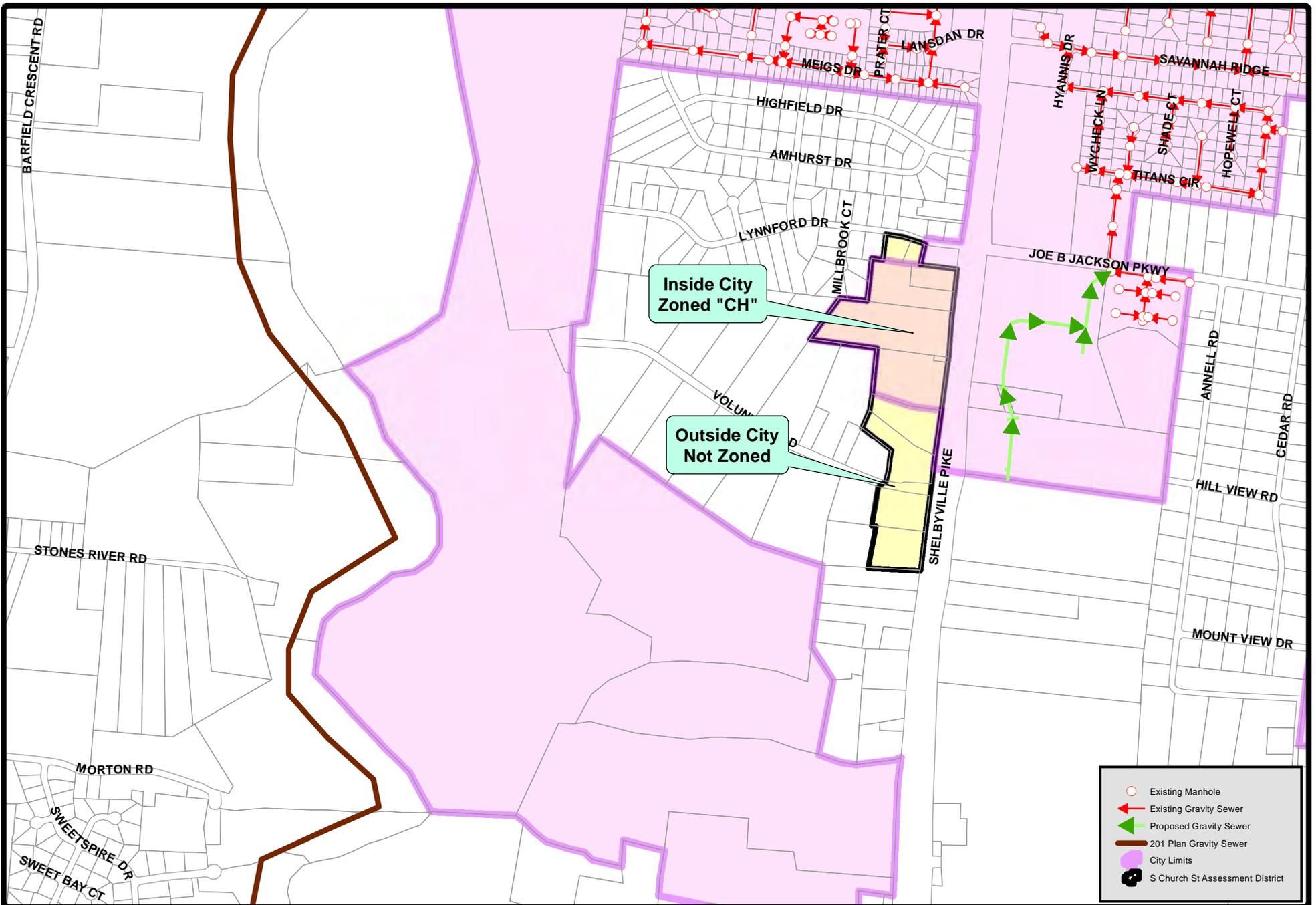
NOTE: Due to a math error, Williamson Construction had a total of \$318,344.71 on the written bid form.

NOTE: The Total Bid Price per the Engineer's Estimate has a 5% Contingency added into it.

TO THE BEST OF MY KNOWLEDGE, THIS IS A TRUE AND EXACT TABULATION OF BIDS RECEIVED.



Certified Correct: Kyle M. Peters, P.E.
2/10/2016



MURFREESBORO WATER AND SEWER DEPARTMENT

S Church St Sanitary Sewer Assessment District - Future Improvements

SCALE: 1" = 1,000'



S Church St Expanded.mxd

ORDINANCE 16-O-16 amending Chapter 33 of the Murfreesboro City Code by creating Section 33-214, establishing a sanitary sewer special assessment district to be known as the South Church Street Sanitary Sewer Special Assessment District.

WHEREAS, the City of Murfreesboro proposes to expend approximately Two Hundred, Eighty-Seven Thousand, Eight Hundred and Ninety Dollars (\$287,890.00) for construction of a sewerage system serving the South Church Street Sanitary Sewer Special Assessment District, inclusive of the funding costs; and,

WHEREAS, it is appropriate for the City to recoup the investment from those property owners that benefit from same; and,

WHEREAS, the City has estimated the proposed sewer to serve 32.6 acres; and,

WHEREAS, the City has determined a fair rate of recoupment is Ten Thousand, Six Hundred Dollars (\$10,600.00) per acre for future sewer connections, in addition to all other applicable sewer connection, sewer service, and sanitary sewer district fees; and,

WHEREAS, the City has received development plans for several properties in the affected area and expect these developments to start construction immediately upon completion of the sanitary sewerage system; and,

WHEREAS, the City has determined a fair rate of recoupment is Eight Thousand Eight Hundred Thirty Dollars (\$8,830.00) per acre for future sewer connections if payment is made within six (6) months of final completion of the construction project, a date to be determined through a final completion document issued by the Murfreesboro Water and Sewer Department, in addition to all other applicable sewer connection or sewer service fees; and,

WHEREAS, the Water and Sewer Board of the City of Murfreesboro has recommended the creation of the South Church Street Sanitary Sewer Special Assessment District; and,

WHEREAS, Section 4B of the Charter of Murfreesboro requires a Public Hearing before the City Council prior to approval of any special assessment improvement district and the City Council conducted a Public Hearing on _____, 2016.

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

SECTION 1. Murfreesboro City Code, Chapter 33 is hereby amended by adding Section 33-214 as follows:

“SECTION 33-214 SOUTH CHURCH STREET SANITARY SEWER SPECIAL ASSESSMENT DISTRICT

(A) The City hereby creates a sanitary sewer special assessment district called the “South Church Street Sanitary Sewer Special Assessment District” in order to recoup funds expended for construction and installation costs of the South Church Street sewage additions, providing sanitary sewer service to the properties shown on Map. No. 33-214,

copies of which are on file with the City Recorder and Director of the Murfreesboro Water and Sewer Department.

In addition to the properties shown on Map No. 33-214, any residence, business, or other improvements constructed in the future that has sanitary sewer discharge into the sewer constructed in the South Church Street Sanitary Sewer Special Assessment District shall pay an additional Ten Thousand Six Hundred Dollars (\$10,600.00) per acre. The South Church Street Sanitary Sewer Special Assessment District assessment shall remain in effect until such date as the City shall determine and declare that it has been repaid for all development costs for the improvements.

EXCLUSION: Any customer of Murfreesboro Water and Sewer Department shall be excluded from the South Church Street Sanitary Sewer Special Assessment District if it is determined by the Director of the Murfreesboro Water and Sewer Department, or a designee, that the sewage from the property served does not discharge into the South Church Street sewerage system.

- (B) Each applicant for sanitary sewer service in the South Church Street Sanitary Sewer Special Assessment District shall tender and pay to the City, prior to connection for such service: the sewer connection and tapping fee described in Code §33-50(A)(1) as amended; the outside house service charge described in Code §33-50(C); the additional special sewer area charge as described in Code §33-50(A)(2) per single family unit or its equivalent ; and an additional Ten Thousand Six Hundred Dollars (\$10,600.00) per acre for sewer connections in the future; however, a fee of Eight Thousand, Eight Hundred and Thirty Dollars (\$8,830.00) per acre will be accepted as a fair recoupment if payment is made within six (6) months of final completion of the construction project, a date to be determined through a final completion document issued by the Murfreesboro Water and Sewer Department, in addition to all other applicable sewer connection or sewer service fees. For the purposes of calculating this assessment, all land within a lot's property lines is included. Notwithstanding the foregoing, the City may impose additional charges associated with construction of sewer laterals to connect property to the sewer trunk line.
- (C) Additional charges for other uses fixed and established from time to time by the City Council, upon recommendation of the Water and Sewer Board, shall also be paid and collected before connection for sewer service.
- (D) Persons owning and/or occupying property which is accessible to the South Church Street Sanitary Sewer Special Assessment District as defined in Code §16-28 shall be exempt from monthly sewer service

charges until such time physical connection is made to a sanitary sewer or the South Church Street Sanitary Sewer Special Assessment District ends as provided in (A) above.

SECTION 2. 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

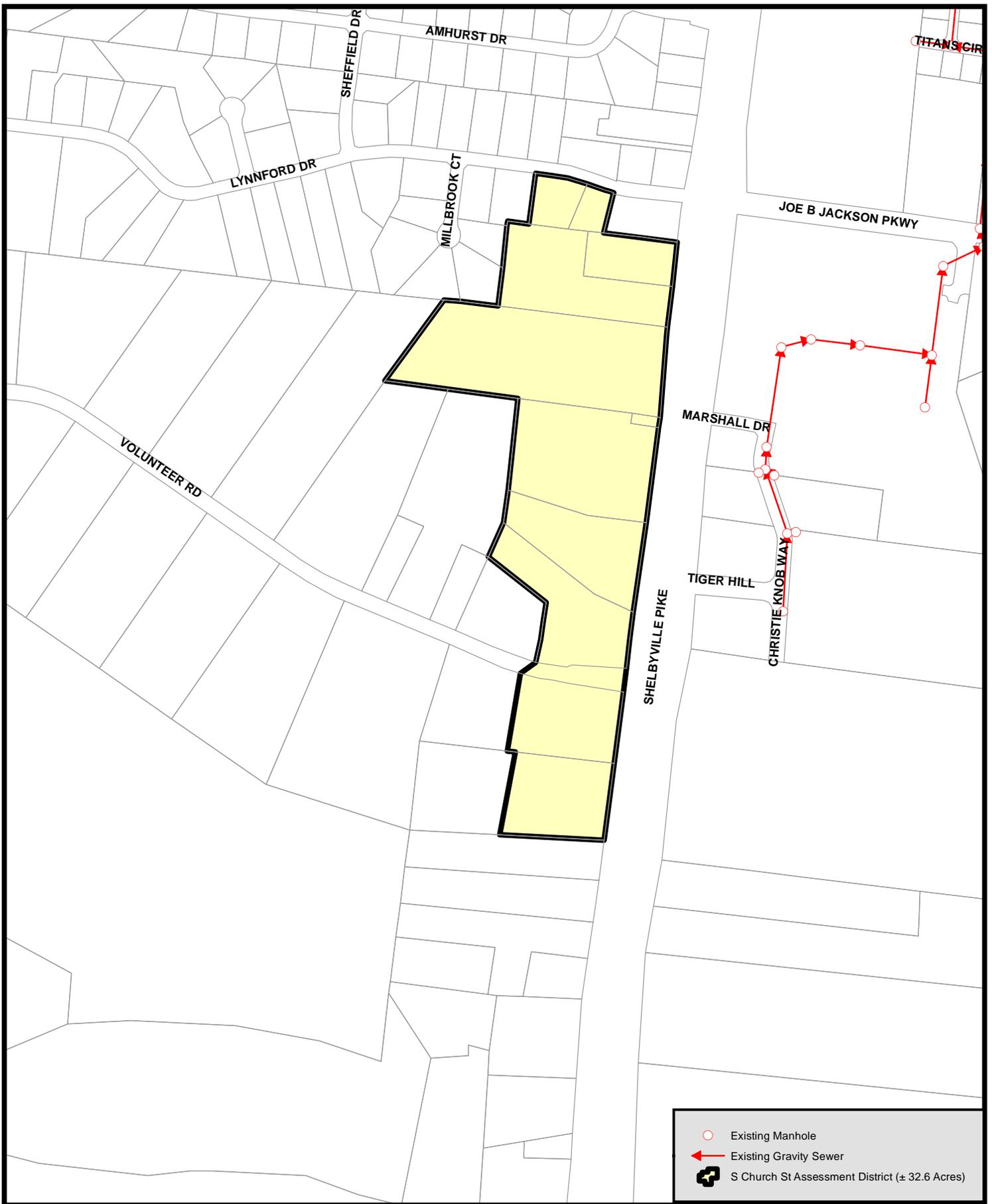
ATTEST:

APPROVED AS TO FORM:

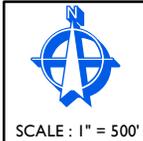
Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

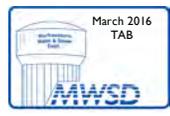
SEAL



-  Existing Manhole
-  Existing Gravity Sewer
-  S Church St Assessment District (± 32.6 Acres)



MURFREESBORO WATER AND SEWER DEPARTMENT
Map No. 33-214
South Church Street Sanitary Sewer Assessment District



ORDINANCE 16-O-16 amending Chapter 33 of the Murfreesboro City Code by creating Section 33-214, establishing a sanitary sewer special assessment district to be known as the South Church Street No. 1 Sanitary Sewer Special Assessment District.

WHEREAS, the City of Murfreesboro proposes to expend approximately Two Hundred, Eighty-Seven Thousand, Eight Hundred and Ninety Dollars (\$287,890.00) for construction of a sewerage system serving the South Church Street No. 1 Sanitary Sewer Special Assessment District, inclusive of the funding costs; and,

WHEREAS, it is appropriate for the City to recoup the investment from those property owners that benefit from same; and,

WHEREAS, the City has estimated the proposed sewer to serve 32.6 acres; and,

WHEREAS, the City has determined a current fair rate of recoupment is Ten Thousand, Six Hundred Dollars (\$10,600.00) per acre for future sewer connections, in addition to all other applicable sewer connection, sewer service, and sanitary sewer district fees; and,

WHEREAS, the City has received development plans for several properties in the affected area and expect these developments to start construction immediately upon completion of the sanitary sewerage system; and,

WHEREAS, the City has determined a fair rate of recoupment is Eight Thousand Eight Hundred Thirty Dollars (\$8,830.00) per acre for future sewer connections if payment is made within six (6) months of final completion of the sewerage system project, a date to be determined through a final completion document issued by the Murfreesboro Water and Sewer Department, in addition to all other applicable sewer connection or sewer service fees; and,

WHEREAS, the Water and Sewer Board of the City of Murfreesboro has recommended the creation of the South Church Street No. 1 Sanitary Sewer Special Assessment District; and,

WHEREAS, Section 4B of the Charter of Murfreesboro requires a Public Hearing before the City Council prior to approval of any special assessment improvement district and the City Council conducted a Public Hearing on _____, 2016.

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

SECTION 1. Murfreesboro City Code, Chapter 33 is hereby amended by adding Section 33-214 as follows:

“SECTION 33-214 SOUTH CHURCH STREET NO. 1 SANITARY SEWER SPECIAL ASSESSMENT DISTRICT

(A) The City hereby creates a sanitary sewer special assessment district called the “South Church Street No. 1 Sanitary Sewer Special Assessment District” in order to recoup funds expended for construction and installation costs of the South Church Street sewage additions,

providing sanitary sewer service to the properties shown on Map. No. 33-214, copies of which are on file with the City Recorder and Director of the Murfreesboro Water and Sewer Department.

In addition to the properties shown on Map No. 33-214, any residence, business, or other improvements constructed in the future that has sanitary sewer discharge into the sewer constructed in the South Church Street No. 1 Sanitary Sewer Special Assessment District shall pay an additional Ten Thousand Six Hundred Dollars (\$10,600.00) per acre. The South Church Street No. 1 Sanitary Sewer Special Assessment District assessment shall remain in effect until such date as the City shall determine and declare that it has been repaid for all development costs for the improvements.

EXCLUSION: Any customer of Murfreesboro Water and Sewer Department shall be excluded from the South Church Street No. 1 Sanitary Sewer Special Assessment District if it is determined by the Director of the Murfreesboro Water and Sewer Department, or a designee, that the sewage from the property served does not discharge into the South Church Street sewerage system.

- (B) Each applicant for sanitary sewer service in the South Church Street No. 1 Sanitary Sewer Special Assessment District shall tender and pay to the City, prior to connection for such service: the sewer connection and tapping fee described in Code §33-50(A)(1) as amended; the outside house service charge described in Code §33-50(C); the additional special sewer area charge as described in Code §33-50(A)(2); and an additional Ten Thousand Six Hundred Dollars (\$10,600.00) per acre for sewer connections in the future; however, a fee of Eight Thousand, Eight Hundred and Thirty Dollars (\$8,830.00) per acre will be accepted as a fair recoupment if payment is made within six (6) months of final completion of the construction project, a date to be determined through a final completion document issued by the Murfreesboro Water and Sewer Department, in addition to all other applicable sewer connection or sewer service fees. For the purposes of calculating this assessment, all land within a lot's property lines is included. Notwithstanding the foregoing, the City may impose additional charges associated with construction of sewer laterals to connect property to the sewer trunk line.
- (C) Additional charges for other uses fixed and established from time to time by the City Council, upon recommendation of the Water and Sewer Board, shall also be paid and collected before connection for sewer service.
- (D) Persons owning and/or occupying property which is accessible to the South Church Street No. 1 Sanitary Sewer Special Assessment District as defined in Code §16-28 shall be exempt from monthly sewer service

charges until such time physical connection is made to a sanitary sewer or the South Church Street No. 1 Sanitary Sewer Special Assessment District ends as provided in (A) above.

SECTION 2. 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:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

3rd reading _____

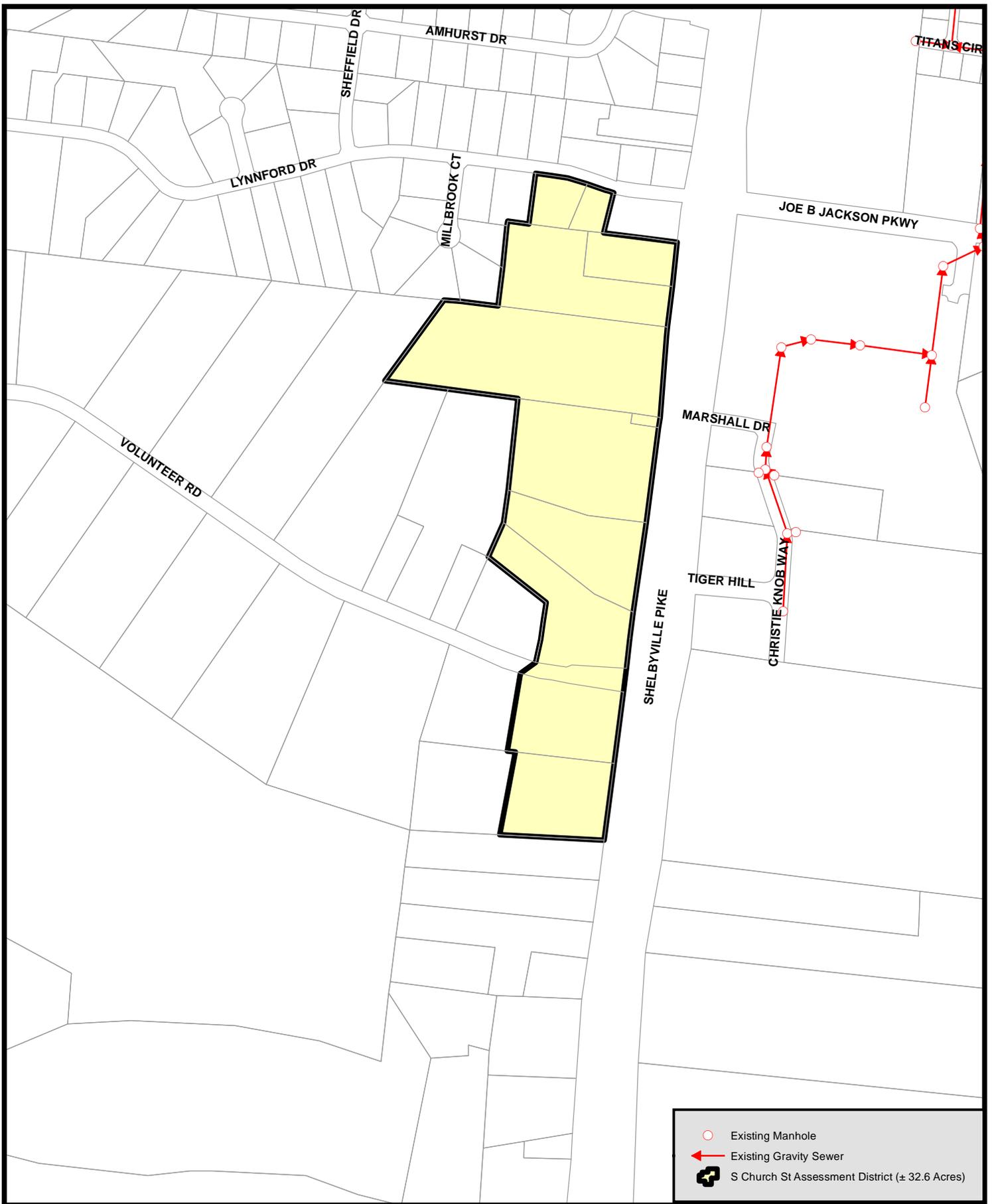
ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL



-  Existing Manhole
-  Existing Gravity Sewer
-  S Church St Assessment District (± 32.6 Acres)



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