

MURFREESBORO CITY COUNCIL  
AGENDA

August 11, 2016

7:00 p.m.

Council Chambers

**PRAYER**

MAYOR SHANE MCFARLAND

**PLEDGE OF ALLEGIANCE**

**CEREMONIAL ITEMS**

**Consent Agenda**

1. A. Consider recommendations of the Golf Course Director: Purchase of (6) Toro Greensmaster 1000 Walking Greens Mowers with Headlight Kits, LED Wire Harness, 21" Full Roller ASM, CR Groomer Drive, 21" Groomer, Spring Steel; (2) Toro Greensmaster 3150-Q with 11 Blade Cutting Units & Narrow Wiehle Roller Units; (1) Kubota Workman HDX 2WD Truckster.
- B. Consider recommendations of the Assistant City Attorney: Consent & Subordination-Fountains at Gateway.
- C. Consider recommendations of the City Manager: Police Headquarters-Package 2 Contract.
- D. Consider recommendations of the Water & Sewer Board:
  - a. Flow Monitor & Rain Gauge Replacements.
  - b. Purchase Rockwell Automation TechConnect Support.
  - c. Streaming Current Charge Analyzer Replacement.
  - d. Sole Source Purchase of Odor Control Products.
  - e. Contract Renewal for Parking Lot Sealant.
  - f. Contract Extension for Aqua Services for Herbicide Treatments of Invasive Plant Parrot Feather at Murfree Spring Wetlands.
  - g. Middle Tennessee Boulevard (MTB): Work Change Directive for Additional 8" Sewer Main to Alumni Gym.
  - h. 2015 Sanitary Sewer Rehabilitation: Change Order No. 2.
  - i. NW Broad Street Pump Station Replacements: Change Order No. 4.
  - j. Spence Creek Watershed Study: 1) Phase 1-Budget Amendment & 2) Phase 2-Proposal FEMA Conditional Letter of Map Revision.
  - k. North Murfreesboro Drainage Study-Basins 1, 2, 23 & 24: Pre-Bid, Bid, & Construction Phase Services.
  - l. Sinking Creek WWTP-Phase 4D: Additional Geotechnical Engineering Services & Materials Testing.
  - m. Murfreesboro Electric Department: Required Power Contracts.
  - n. Biosolids Master Plan-SSR Task Order 14-41-018.1 in Conjunction with the City of Murfreesboro Comprehensive Plan.
  - o. DeJarnette Lane Pump Station No. 13 Replacement: Award of Contract.
  - p. Extension of SSR Task Order 09-47-001.3 (Amendment No. 3) for 2016 East & West Fork Stones River Bio-Assessment Sampling.
  - q. Purchase GE GlobalCare Support.
  - r. Water Supply in J. Percy Priest Reservoir: Proposal for Services from King & Spalding.
  - s. Asphalt Purchases Report.
- E. Consider recommendations of the City Recorder/Finance Director: Acknowledgement of Receipt of City Manager's approved Budget Amendments for Fiscal Year 2017.
- F. Consider recommendations of the Parks & Recreation Director:
  - a. Program Restructure for Homeschool PE at Patterson Park Community Center.
  - b. Purchase of Utility Tractor.
- G. Consider recommendations of the Community Development Director:
  - a. Housing Rehab: 2315 Richmond Avenue, Change Order No. 1.
  - b. Housing Rehab: 1214 Wingate Street, Change Order No. 1.
- H. Consider recommendations of the Community Development Grant Coordinator: Use of funds through the Community Development Affordable Housing Assistance Program for 250 Indian Park Drive and 4139 War Emblem Lane.
- I. Consider recommendations of the Human Resources Director: Revision to Employee Handbook Section 4010 - Uniforms, Shoes & Equipment.

**Second Readings**

2. A. Letter from City Recorder/Finance Director: Fiscal Year 2017 Budget Amendment.
- B. Consider for passage on second and final reading, as amended, ORDINANCE 16-O-31 amending the 2016-2017 Budget (1<sup>st</sup> Amendment).

**New Business**

3. Consider for approval a renewal of Certificate of Compliance for Bina Patel, Manish Patel and Kinnari Patel at Stones River Liquors, 208 N. Thompson Lane.

MURFREESBORO CITY COUNCIL  
A G E N D A

August 11, 2016

(Continued)

4. Consider recommendations of the Assistant City Engineer: Purchase of 3 Lots at the corner of SE Broad Street & S. Church Street.
5. Consider recommendations of the Water & Sewer Board: Septic Tank Effluent Pump (STEP) Design Guidelines for Murfreesboro Water & Sewer Department (MWSD) Service Area affecting TM 126 Parcel 18.00 on Dilton-Mankin Road.
6. Consider recommendations of the Assistant City Manager: Selection of Solid Waste Strategic Plan Consultant.

**Board & Commission Appointments**

7. Consider Senior Center Commission Reappointments & Appointments:
  - A. Reappointments: Mr. Mark Nobles & Ms. Alice Nunnery.
  - B. Appointments: Mr. Y. T. Vaughn to fill the term of Ms. Nancy Bryson Vaughn.  
Mr. Chantho Sourinho to fill the term of Mr. Brandon Wallace.  
Mr. Christopher Logel to fill the term of Mr. Greg Lyles.  
Mrs. Washington to fill the term of Mr. Phil Lantz.

**Beer Permits**

**Payment of Statements**

**Other Business from Staff or City Council**

**Adjourn**



August 2, 2016

**CONSENT AGENDA**

**HONORABLE MAYOR AND MEMBERS OF MURFREESBORO CITY COUNCIL**

RE: Purchase of (6) Toro Greensmaster 1000 Walking Greens Mowers with Head Light Kits, LED Wire Harness, 21-inch Full Roller ASM, CR Groomer Drive, 21-inch Groomer, Spring Steel. (2) Toro Greensmaster 3150-Q with 11 Blade cutting Units and Narrow Wiehle Roller Units. (1) Kubota Workman HDX 2WD Truckster.

I respectfully request approval to purchase the above-referenced Walking and Riding Greens Mowers with accessories from Smith Turf & Irrigation off the State of Tennessee Contract Pricing SWC 242, contract #45200.

**Background**

*Purpose*

The (6) Walking Greens Mowers and (2) Riding Greens Mowers will be used mainly at Old Fort Golf Club for the mowing of putting green surfaces seven days per week during the season. These mowers are vital in creating and maintaining a quality putting surface for the customers' enjoyment. The accessories being purchased are also replacement equipment and are necessary to maintain a quality putting surface as different practices on mowing are used throughout the year. This equipment will be replacement for mowers and accessories purchased in October of 2006. The normal life expectancy for this equipment is seven years.

The Kubota Workman will replace a vehicle used at the Veterans Golf Course. The plan is to transfer a similar vehicle from Old Fort Golf Club to the Veterans Golf Course and keep the new vehicle at Old Fort Golf Club. This vehicle is used for hauling, irrigation work station, and daily course set-up if needed. This equipment will be replacement for a truckster purchased in 2001.

*Selection Process*

Pursuant to T.C.A. § 12-3-1205(b)(1) and City of Murfreesboro Resolution 11-R-27, 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(b)(1). Furthermore, Murfreesboro City Resolution 11-R-27 authorizes purchases without competitive bidding from the State of Tennessee Contracts.

The (6) Toro Greens Mowers (Walking) and (2) Toro Greens Mowers (Riding), the accessories and the Kubota Truckster are available for purchase pursuant to T.C.A. § 12-3-1009(b) (1) through the State of Tennessee, Contract Number 45200, Smith Turf & Irrigation for \$133,894.54.

**Fiscal Impact**

These are a budgeted items in the Public Golf budget for Fiscal Year 2016-2017 in the amount of \$148,000.00

The State of Tennessee contract price for the (6) 2016 Toro Greensmaster 100 Walking Greens Mowers with Head Light Kits, LED Harness, 21-inch Full Roller ASM, CR Groomer Drive, 21-inch Groomer Steel Spring, the (2) Toro Greensmaster with (11 Blade cutting units) and Narrow Wiehle Rollers, and the Workman Truckster is \$14,081.72 UNDER the budgeted amount.

**Recommendation**

Accordingly, I respectfully request waiver of the competitive bid process and approval to purchase (6) Toro Greensmaster 1000 Walking Greens Mowers, (2) Toro Greensmaster 3150-Q Riding Greens Mowers, all listed accessories, and (1) Kubota Workman HDX 2WD Truckster from the State of Tennessee Contract #45200.

**Attachments**

1. Quote from Smith Turf & Irrigation.
2. Master Contract between Smith Turf & Irrigation and the State of Tennessee.

Sincerely,

Tracy Wilkins  
Director of Golf

# SMITH TURF & IRRIGATION

## DISTRIBUTORS

For: **City of Murfreesboro**  
**Old Fort Golf Course**  
  
**Murfreesboro, Tn.**

From:  
**Nashville Office Located at:**  
**525 Fairground Court**  
**Nashville, TN 37211**

**08/04/16**  
**Attn: Tracy Wilkins**

*Territory Manager:* **Nick Nicholson**  
704-512-9121

Qty	Model	Description	Unit Price	Extended
		Tn. State Contract Pricing SWC 242 contract number 45200 4 unit price		
6	04055	Toro Greensmaster 1000		\$74,125.02
6	04294	Head Light Kit (Subaru)		
6	04295	LED Wire Harness		
6	104-2642	21 INCH FULL ROLLER ASM		
6	04134	CR Groomer Drive (Replaces 04132)		
6	04283	21 Groomer, Spring Steel		
		Less 23 % State Contract Price		\$17,048.76
				<b>\$57,076.26</b>
2	04358	Toro Greensmaster 3150-Q		\$73,414.00
6	04654	11 BL Cutting Unit		
2	04626	Narrow Wiehle Roller (.200" Spacing) (Set of 3)		
		Less 23 % State Contract Price		\$16,885.22
				<b>\$56,528.78</b>
1	07384	Toro Workman HDX 2WD (Kubota Gas)		\$26,350.00
		Less 23 % State Contract Price		\$6,060.50
				<b>\$20,289.50</b>
			Total	\$133,894.54

**Payment Terms: Net 10th Prox (Upon Credit Approval)**  
 PRICES AND TERMS SHOWN WILL BE VALID FOR 30 DAYS FROM DATE  
 QUOTED. AFTER THIS PERIOD, WE RESERVE THE RIGHT TO MAKE ANY  
 NECESSARY ADJUSTMENTS TO PRICES AND/OR PAYMENT TERMS.

**Sub Total**  
**\*Sales Tax**  
**Total**

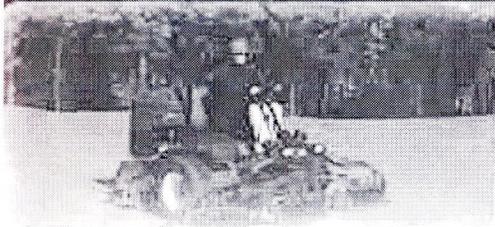
Quote Prepared By: Nick Nicholson

Date: 8/4/2016

Quote Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

*\* Sales Tax is not included in above totals*



**TORO**

[www.toro.com](http://www.toro.com)



**First Products**  
INNOVATIVE TURF EQUIPMENT

[www.1stproducts.com](http://www.1stproducts.com)



**Club Car**

[www.clubcar.com](http://www.clubcar.com)

# Tennessee Statewide Multi-year Contract 242 Ground Maintenance Equipment/UTVs

March 16, 2015 through March 15, 2017

State of Tennessee

Department of General Services | Central Procurement Office

**Clyde Hicks | 615-741-2026 | [clyde.hicks@tn.gov](mailto:clyde.hicks@tn.gov)**

Visit: [tn.gov/generalservices/](http://tn.gov/generalservices/) [type "SWC 242" into the search bar, hit 'enter' on your keyboard, then click on the SWC 242 [link](#)]

## Grounds Maintenance Equipment

ITEM ID	DESCRIPTION
1000168598-99	<b>Utility Vehicles</b> [Club Car UTV contract #45159]
1000168605	<b>Commercial Front &amp; Wide Area Mowers</b>
1000168606	<b>Golf Course Mowers, Sprayers</b> [Reel Type, Ride On]
1000168602	<b>Accessories</b>
1000168607	<b>Aerators, Pluggers, Spikers</b>
1000168608	<b>Spreaders, Toppers, Broadcast</b>
1000168609	<b>Power Rakes, Combs</b>
1000168610	<b>Power Turf Rollers</b>

### CONTRACT RESOURCE PARTNER

**Smith Turf & Irrigation**; Edison Contract #45200

525 Fairground Court | Nashville, TN 37211 | Phone: 615-726-8811 | [www.smithturf.com](http://www.smithturf.com)

### PRIMARY CONTACT

**Bill Blackburn** | General Manager - Tennessee Business

615-726-8811 | [bill.blackburn@smithturf.com](mailto:bill.blackburn@smithturf.com)

### CENTRAL TENNESSEE SUPPORT

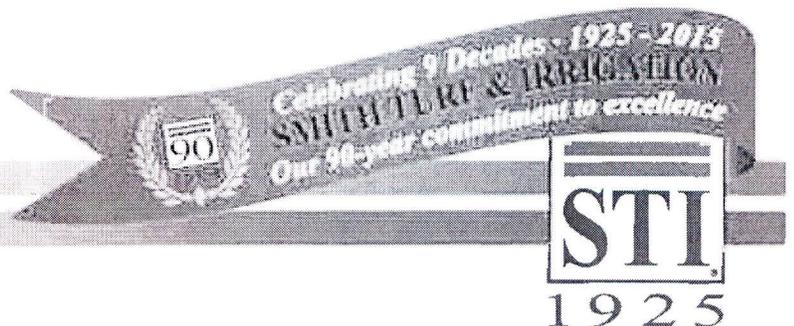
**Nick Nicholson** | Territory Manager - Middle Tennessee

704-512-9121 | [nick.nicholson@smithturf.com](mailto:nick.nicholson@smithturf.com)

### EASTERN TENNESSEE SUPPORT

**Tim Long** | Territory Manager - East Tennessee

704-512-9119 | [tim.long@smithturf.com](mailto:tim.long@smithturf.com)



**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
SMITH TURF & IRRIGATION  
FOR PURCHASE OF SIX TORO 1000 WALKING GREENS MOWERS WITH  
ACCESSORIES, TWO TORO 3250-Q RIDING GREENS MOWERS WITH  
ACCESSORIES, AND ONE TORO WORKMAN HDX TRUCKSTER**

This contract is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **Smith Turf & Irrigation**, a corporation of the State of Tennessee ("Contractor"). This contract consists of the following documents:

- *Smith Turf & Irrigation Statewide Multi-Year Contract No. 45200 Awarded by State of Tennessee.*
- *Contractor's Proposal*
- *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*
- *Smith Turf & Irrigation Statewide Multi-Year Contract No. 45200 Awarded by State of Tennessee*
- *Contractor's Proposal*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase six Toro 1000 walking greens mowers with accessories, two Toro 3250-Q riding greens mowers with accessories, and one Toro Workman HDX truckster from the Smith Turf & Irrigation Statewide Multi-Year Contract No. 45200 awarded by State of Tennessee.
2. **Term.** This contract shall not be effective until approved by the City Council and signed by all required parties.
3. **Payment and Delivery.**
  - 3.1. Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced. Invoices must bear the purchase order number.
  - 3.2. All items must be available for delivery within forty-five days from execution of this contract. Delivery shall be done Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Forty-eight (48) hours advance notice should be given prior to delivery. The six Toro 1000 walking greens mowers with accessories, two Toro 3250-Q riding greens mowers with accessories, and one Toro Workman HDXZ truckster shall be delivered to the Old Fort Golf Club turf care facility located at 1028 Golf Lane, Murfreesboro, Tennessee.
  - 3.3. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
  - 3.4. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet

the specifications as stated in the Smith Turf & Irrigation Statewide Multi-Year Contract No. 45200 Awarded by State of Tennessee.

- 3.5. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the Quote.
4. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the above referenced State Contract for a total amount of \$133,894.54.
5. **Warranty.** Contractor shall provide the warranty as described in the attached Contractor's proposal.
6. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
7. **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 anytime 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.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
10. **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.
11. **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.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

15. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents and employees from:
  - 15.1 Any claims, damages, costs and attorney fees for injuries or damages to the extent arising out of or due to or claimed to have arisen out of due to the Contractor's negligent acts or omissions. Contractor's obligations under this indemnity shall not extend to property damage or personal injury caused by the negligence, willful misconduct, or violation of law of the indemnitee or its agents, officers, directors, employees, and assigns.
  - 15.2 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.
  - 15.3 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.
16. **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.
17. **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 CITY MANAGER, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.
18. **Entire Contract.** This contract, Smith Turf & Irrigation Statewide Multi-Year Agreement Contract No. 45200 Awarded by State of Tennessee, and Contractor's Proposal 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.
19. **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.
20. **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.
21. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
22. **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.
23. **Notices.** 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.

23.1 Notices to City shall be sent to:

***Department:*** City of Murfreesboro Administration

**Attention:** City Manager  
**Address:** Post Office Box 1139  
111 West Vine Street  
Murfreesboro, TN 37133-1139

23.2 Notices to Contractor shall be sent to:

**Contractor:** Smith Turf & Irrigation  
**Attention:** Bill Blackburn  
**Address:** 525 Fairground Court  
Nashville, TN 37211

24. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved by the City Council and signed by the Mayor. When it has been so signed, this contract shall be effective as of the date first written above.

**CITY OF MURFREESBORO**

**SMITH TURF & IRRIGATION**

By: \_\_\_\_\_  
Shane McFarland, Mayor

By: \_\_\_\_\_  
Bill Blackburn, General Manager

Approved as to form:

STATE OF \_\_\_\_\_ )  
: ss  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
Craig Tindall, City Attorney

Before me, the undersigned notary public, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the \_\_\_\_\_, or other officer authorized to execute the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and seal this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



... creating a better quality of life

August 5, 2016

## CONSENT AGENDA

### MAYOR McFARLAND AND MEMBERS OF THE CITY COUNCIL

**RE:** Consent and Subordination – Fountains at Gateway

I recommend that Council approve and authorize the Mayor to sign a Consent and a Subordination Agreement relating to the Fountains at Gateway.

**Background 1.** The City's agreement to sell land in the Gateway to Scott Graby included an acknowledgment that the agreement would be assigned by Graby to facilitate IRS 1031 Exchanges. That was done with the consent of the City and Graby's lender and the 1031 Exchanges were completed. The obligations and guarantees to the City flowed through to the assignee entities; the City's position did not change.

The requisite time has passed and Graby desires to simplify his organizational structure and eliminate entities utilized for the 1031 Exchanges that are no longer necessary. The consent of the City and Graby's lender is again required; again, the obligations and guarantees to the City will flow through to the surviving entities and the City's position will not be impacted.

**Background 2.** At the closing of the sale to Graby, the Deed of Trust to secure Graby's bank loan was recorded prior to the recording of the Lien to Secure Performance of Graby's obligations to the City, automatically placing the City in a subordinate position to the lender.

Graby is about to close on an additional loan to fund construction of the second building on Phase One. It was understood at the outset that Graby would have a series of financings as the project develops and that the City would be required to subordinate its Lien to the Deeds of Trust securing these financings. This Subordination Agreement is a routine part of a project that develops in phases.

**Fiscal Impact.** There is no fiscal impact to the City.

**Recommendation.** It is recommended that Council approve both the Consent and the Subordination Agreement and authorize execution by the Mayor.

Legal Department

111 West Vine Street \* P.O. Box 1044 \* Murfreesboro, Tennessee 37133-1044 \* Phone 615 849 2616 \* Fax 615 849 2662 \* TDD 615 849 2689  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

dwj h:\gateway commission\contracts\graby, scott (gateway campus) 14-g150\ltr council consent and subordinate.08.05.16.doc 8/5/2016  
11:25:33 AM #1

Page 2.  
August 5, 2016

**Attachments.**

1. Consent, and
2. Subordination Agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Ives", with a long horizontal flourish extending to the right.

David A. Ives  
Assistant City Attorney

## CONSENT

ENTERED INTO by the Loan Parties identified on the signature lines set forth at the conclusion of this document (the "Loan Parties") and FRANKLIN SYNERGY BANK, a Tennessee banking corporation (the "Lender"), as of this 5th day of August, 2016.

### RECITALS

1. Fountains at Gateway, LLC, a Tennessee limited liability company entered into that certain Construction Loan Agreement dated April 20, 2015, as amended by that certain Amendment to Loan Documents dated April 20, 2015, and as amended by that certain Second Amendment to Construction Loan Agreement dated September 1, 2015 (the "Loan Agreement").
2. In connection with the loan extended to the Borrower under the Loan Agreement, the following guaranties were executed and delivered to Lender (the "Guaranties"):
  - (a) that certain Guaranty executed by Scott D. Graby dated April 20, 2015;
  - (b) that certain Guaranty executed by Sandra E. Graby dated April 20, 2015;
  - (c) that certain Guaranty executed by the Revocable Trust of Scott Graby, a Tennessee trust, dated April 20, 2015;
  - (d) that certain Guaranty executed by the Revocable Trust of Sandra Graby, a Tennessee trust, dated April 20, 2015;
  - (e) that certain Guaranty executed by Hearthstone Group, LLC, a Tennessee limited liability company, dated April 20, 2015;
  - (f) that certain Guaranty executed by Hearthstone Properties, LLC, a Tennessee limited liability company, dated April 20, 2015;
  - (g) that certain Guaranty executed by Hearthstone Holdings, Inc., a Tennessee corporation, dated April 20, 2015; and
  - (h) that certain Guaranty executed by SIDCO Partners, LLC, a Tennessee limited liability company, dated September 1, 2015.
3. SIDCO Partners, LLC currently is the sole member of Fountains at Gateway One, LLC.
4. The Loan Parties have requested that the Lender consent to the merger of SIDCO Partners, LLC into Hearthstone Properties, LLC, with Hearthstone Properties, LLC being the surviving entity.
5. The Loan Parties acknowledge that each of them has consented to the merger, which merger is evidenced by and described in those certain merger documents attached hereto as Collective Exhibit A (the "Merger Documents").





**COLLECTIVE EXHIBIT A  
MERGER DOCUMENTS**

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (“Agreement”) is entered into on this June \_\_\_, 2016, by and between SIDCO Partners, LLC, a Tennessee limited liability company (“Dissolving LLC”), and Hearthstone Properties, LLC, a Tennessee limited liability company (“Acquiring LLC”) (the Dissolving LLC and Acquiring LLC are sometimes referred to herein collectively as the “Constituent Entities”).

### RECITALS

WHEREAS, Acquiring LLC is the sole member of Dissolving LLC;

WHEREAS, both of the Constituent Entities are limited liability companies which desire to enter into this Agreement to form a new limited liability company to continue the combined businesses of the Constituent Entities and intend that the transaction qualify as a tax-free exchange under applicable provisions of the Internal Revenue Code.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, the parties agree as follows:

#### **1. Merger**

Pursuant to Tennessee Code § 48-249-702, Dissolving LLC will merge with and into Acquiring LLC. The legal existence of Dissolving LLC shall cease when it is merged into Acquiring LLC. The existence of Acquiring LLC shall remain unimpaired as the surviving limited liability company following the merger, and the surviving limited liability company is referred to herein as “Surviving LLC.”

#### **2. Name of Surviving LLC**

Surviving LLC shall operate under the name “Hearthstone Properties, LLC.”

#### **3. Principal Office of Surviving LLC**

The principal office of Surviving LLC shall be the current principal office of Acquiring LLC, located at 4925 Veterans Pkwy., Murfreesboro, TN 37128.

#### **4. Purpose of Surviving LLC**

The purpose of the Surviving LLC is to engage in any lawful act or activity for which limited liability companies may be formed under the Tennessee Revised Limited Liability Company Act.

## **5. Resident Agent of Surviving LLC**

Lodestone Legal Group shall to serve as the Registered Agent for Surviving LLC to whom process, tax notices, and demands against Surviving LLC, or either of the Constituent Entities, may be served.

## **6. Effective Date**

The merger shall become effective upon the filing of a Certificate of Merger with the Tennessee Secretary of State ("Effective Date") so long as:

- (a) This Agreement has been approved by the managers of Dissolving LLC and Acquiring LLC;
- (b) All conditions precedent to each party's duties of performance under this Agreement exist or have occurred, unless waived in writing; and
- (c) No event giving either party the right to terminate this Agreement has occurred.

## **7. Articles of Organization and Operating Agreement**

On the Effective Date, the Articles of Organization and the Operating Agreements of Acquiring LLC shall become the Articles of Organization and Operating Agreements of Surviving LLC.

## **8. No Conversion of Interests in Dissolving LLC**

As the sole member and holder of the equity interest in Dissolving LLC, the equity interest in Dissolving LLC shall not be converted into equity interest in Surviving LLC.

## **9. Merger of Interests and Assumption of Liabilities and Contracts**

At the Effective Date, the Constituent Entities shall be deemed merged as provided by statute. All rights, privileges, immunities, powers, and franchises of a public or private nature, and all property, real, personal, or mixed, of Dissolving LLC shall be taken and deemed to be transferred, and shall be vested in Surviving LLC without further act or deed, including but not limited to the rights and obligations of Dissolving LLC under any and all contracts executed by Dissolving LLC; but Surviving LLC shall be liable for all debts, liabilities, obligations, duties, and penalties of the Constituent Entities, and all such debts, liabilities, obligations, duties, and penalties shall attach to Surviving LLC and may be enforced against it to the same extent as if the debts, liabilities, obligations, duties, and penalties had been incurred or contracted by Surviving LLC. When requested by Surviving LLC, Dissolving LLC shall execute and deliver all deeds and other instruments deemed by Surviving LLC to be necessary in order to vest Surviving LLC with title to and possession of all rights and property of Dissolving LLC.

## **10. Representations and Warranties**

The Constituent Entities represent and warrant to each other (solely as to matters relating to the party making the representation) as follows:

- (a) Dissolving LLC is organized and in good standing under the laws of the State of Tennessee.
- (b) Acquiring LLC is organized and in good standing under the laws of the State of Tennessee.
- (c) The signing of this Agreement by Dissolving LLC and Acquiring LLC and the consummation of the transactions contemplated by this Agreement have been approved by their managers. On approval by their managers in accordance with law, no further action is necessary under the laws governing the Constituent Entities to make this Agreement valid and binding upon the parties. The signing of this Agreement and the consummation of the transactions contemplated by this Agreement do not violate any provisions of Articles of Organization, Operating Agreements, notes, or other agreements or documents to which the undersigned are parties.

#### **17. Right to Abandon Merger**

The managers of either of the Constituent Entities shall each have the power, in their discretion, to abandon the merger provided for herein prior to the filing of the Articles of Merger with the Office of the Secretary of State of Tennessee.

#### **18. Notices**

Any notice of request to be given under this Agreement by one party to another shall be in writing and shall be delivered personally or by certified mail, postage prepaid, with a copy to the party's counsel, or to such other addresses as any party or counsel may designate in writing to the other.

#### **19. Waivers**

Each party may, by written instrument, (a) extend the time for the performance of any of the obligations or other acts of another party to this Agreement; (b) waive any inaccuracies of another party in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance by another party with any of the covenants contained in the Agreement; and (d) waive another party's performance of any of the obligations set out in this Agreement. Any agreement on the part of a party for any such extension or waiver shall be validly and sufficiently authorized for the purposes of this Agreement if it is authorized by managers of the party granting the extension or waiver. No waiver by a party to this Agreement of a breach of any term or condition of this Agreement shall be construed to operate as a waiver of any other or subsequent breach of the same or of any other term or condition, unless otherwise expressly provided.

#### **20. Expenses**

Each of the Constituent Entities will pay their respective costs and expenses of their performance of and compliance with all agreements and conditions contained in this Agreement. If this Agreement is terminated and the merger is not effected, each party will pay all costs and expenses of its performance of and compliance with all agreements and conditions contained herein, including fees, expenses, and disbursements of its accountants and counsel.

## **21. Counterparts**

For the convenience of the parties and to facilitate the filing and recording of this Agreement, it may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

## **22. Entire Agreement**

This Agreement embodies all of the agreements and understandings in relation to the subject matter of this Agreement, and no covenants, understandings, or agreements in relation to this Agreement exist between the parties, except as expressly set forth in this Agreement.

## **23. Third Parties**

Nothing expressed or implied in this Agreement shall be construed to confer upon or give to any person, firm, or limited liability company, other than a party to this Agreement, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**Acquiring LLC:**  
HEARTHSTONE PROPERTIES, LLC

\_\_\_\_\_  
By: Scott Graby  
Title: Manager

**Dissolving LLC:**  
SIDCO Properties, LLC

\_\_\_\_\_  
By: Scott Graby  
Title: Manager

## CERTIFICATE OF MERGER

Pursuant to the provisions of T.C.A. § 48-249-702 and for the purpose of merging SIDCO Partners, LLC, a Tennessee limited liability company, with and into, Hearthstone Properties, LLC, a Tennessee limited liability company, the undersigned limited liability companies submit this Certificate of Merger.

1. Hearthstone Properties, LLC, a Tennessee limited liability company (“Acquiring Entity”), was formed and organized on October 7, 2009, and SIDCO Partners, LLC, a Tennessee limited liability company, (“Dissolving Entity”) was formed and organized on December 19, 1997.
2. An Agreement and Plan of Merger has been approved and executed by both the Acquiring Entity and the Dissolving Entity in accordance with the provisions of the Tennessee Code and applicable Tennessee law.
3. The name of the surviving entity is Hearthstone Properties, LLC, a Tennessee limited liability company.
4. No amendments to the articles of organization of the Acquiring Entity are to be made.
5. This merger shall be effective as of the date of filing this Certificate of Merger with the Tennessee Secretary of State.
6. The Agreement and Plan of Merger is on file at a place of business of the Acquiring Entity at 4925 Veterans Pkwy., Murfreesboro, TN 37128.
7. A copy of the Agreement and Plan of Merger will be furnished by the Acquiring Entity, on request and without cost, to any member of Acquiring Entity or Dissolving Entity to the extent required applicable Tennessee law.

Executed this \_\_\_\_ day of June, 2016

**Acquiring Entity:**  
HEARTHSTONE PROPERTIES, LLC

\_\_\_\_\_  
By: Scott Graby  
Title: Manager

**Disappearing Entity:**  
SIDCO Properties, LLC

\_\_\_\_\_  
By: Scott Graby  
Title: Manager

PREPARED BY AND UPON  
RECORDATION RETURN TO:

Julian L. Bibb  
Stites & Harbison, PLLC  
604 West Main Street  
Franklin, Tennessee 37064

The maximum principal  
indebtedness for Tennessee  
Recording tax purposes is \$0.

### SUBORDINATION AGREEMENT

**FOR GOOD AND VALUABLE CONSIDERATION**, the CITY OF MURFREESBORO ("City") hereby subordinates the lien evidenced by that certain Lien to Secure Performance recorded at Record Book 1368, page 3186, Register's Office for Rutherford County, Tennessee, as amended by an Assignment and Assumption Agreement of record in Record Book 1404, page 2496, Register's Office for Rutherford County, Tennessee, and as further amended by a Partial Release and Satisfaction of and First Amendment to Lien to Secure Performance of record in Record Book 1452, page 3381, Register's Office for Rutherford County, Tennessee, together with its rights and remedies thereunder, to the lien in favor of Franklin Synergy Bank, a Tennessee state bank, evidenced by and described in that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed jointly and severally by Fountains at Gateway, LLC and Fountains at Gateway One, LLC in favor of Franklin Synergy Bank dated August 5, 2016 and of record in Record Book \_\_\_\_, page \_\_\_\_\_, Register's Office for Rutherford County, Tennessee.

ENTERED INTO this \_\_\_\_ day of August, 2016.

CITY OF MURFREESBORO

By: \_\_\_\_\_  
Shane McFarland, Mayor

Date: \_\_\_\_\_

ACKNOWLEDGED:

By: \_\_\_\_\_  
Melissa Wright, City Recorder

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Craig D. Tindall, City Attorney

STATE OF TENNESSEE            )  
  )  
COUNTY OF RUTHERFORD        )

Before me, \_\_\_\_\_, a Notary Public of said County and State, personally appeared SHANE MCFARLAND and MELISSA WRIGHT, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be respectively the Mayor and City Recorder (or other officer authorized to execute the instrument) of CITY OF MURFREESBORO, the within named bargainor, and that they as such Mayor and City Recorder executed the foregoing instrument for the purposes therein contained, by signing the name of said City, and by attesting said instrument, by themselves as Mayor and City Recorder, respectively.

Witness my hand and seal, at Office in \_\_\_\_\_, this \_\_\_\_ day of August, 2016.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## **Consent Agenda**

August 8, 2016

Honorable Mayor and Members of City Council:

### **RE: Police HQ – Package 2 Contract**

At an item for the consent agenda of August 11, 2016, it is recommended that City Council approve Package 2 for the construction of the Police Headquarters.

#### **Background**

The Murfreesboro Police Department (MPD) is currently located at 302 South Church Street, which is approximately 27,000 square feet. In addition, the City rents 8,576 square feet at 1734 South Rutherford Boulevard for the Criminal Investigations Division. The City acquired the former Murfreesboro Medical Clinic, located at 1004 North Highland Avenue, for \$4.7 million.

At its meeting of March 24, 2016, City Council approved a contract with Bell Constructors to serve as Construction Manager at Risk (CMAR) for the Police Department Headquarters renovation.

Package 1 was approved on May 19, which included the site work of the project, including site utilities, concrete work, foundation masonry, structural steel, elevators, temporary power and earthworks. Package 1 had a guaranteed maximum cost of \$8,392,128. The construction management fee of \$322,744 (3.85 percent).

#### **Package 2**

Package 2 includes complete mechanical, plumbing, electrical and fire sprinkler work. It also includes a \$20,000 allowance for structural supports that could potentially be needed.

The electrical work includes the complete electrical system, generators, light fixtures, conduit, switchgears, panels and riser.

The plumbing work includes domestic water and sanitary sewer.

The mechanical work includes the complete mechanical system, Chill water and heating hot water, HVAC equipment, testing and balancing, ductwork. The HVAC system is a chilled beam system

#### **Schedule**

The project schedule sets a December 2017 completion date.

#### **Financial**

The Guaranteed Maximum Price cost of Package 2 is \$16,289,204. It will be funded from the 2016 General Obligation Bonds that budgeted \$42.1 million.

Due to the value engineering performed by Bell, Package 2 is \$1,475,134 under the design budget. The overall value engineering reductions for Packages 1 and 2 total \$2.5 million.

The construction management fee is \$626,508 and represents 4.74 percent of Package 2.

**Proposed Contract**

Exhibit A is a Guaranteed Maximum Price (GMP) Amendment. It sets the GMP for Package 2 and shall not be exceeded.

The City Attorney has reviewed the proposed contract and finds it in good form.

**Recommendation**

It is recommended that City Council approve the attached contract with Bell for Package 2 of the Police HQ project.

  
Robert J. Lyons  
City Manager

- C: Chief Karl Durr
- Deputy Chief Mike Bowen
- Lt Mike Taylor
- Jim Crumley
- Jennifer Moody
- Craig Tindall
- James Kennon
- Paul Boyer



Project Name: Murfreesboro Police Headquarters  
 Estimate Type: Work Package #2  
 Job Location: Murfreesboro, TN  
 Owner: City Of Murfreesboro

Project No: DGM  
 Estimators: JGG  
 Checked By: JGG  
 Total SF: 132,220  
 Estimate Date: 8/1/16

CSI DIVISION SUMMARY SHEET

DIVISION NUMBER	DD Estimate		VE & SCOPE REVISIONS		TARGET BUDGET		Work Package #1 - 05/12/16				Work Package #2 - 07/22/16				% of Total	Comments
	Total	\$ / SF	Total	Total	Total	Target	Total	Delta	Target	Total	\$ / SF	Delta	Target	Total		
Div. 01A - General Conditions	\$ 1,843,296	\$ 13.94	\$ (24,000)	\$ 1,843,296	\$ 102,500	\$ 475,215	\$ 475,215	\$ -	\$ 1,518,968	\$ 1,518,968	\$ 11.49	\$ -	\$ -	\$ -	9.32%	
Div. 01B - Special Conditions / General Requirements	\$ 284,000	\$ 2.15	\$ (24,000)	\$ 260,000	\$ 260,000	\$ 102,500	\$ 102,500	\$ -	\$ 28,750	\$ 30,250	\$ 0.23	\$ 1,500	\$ 1,500	\$ -	0.18%	
Div. 02 - Existing Conditions	\$ 644,166	\$ 4.87	\$ (38,310)	\$ 644,166	\$ 589,823	\$ 511,253	\$ (78,571)	\$ -	\$ -	\$ 2,200	\$ 0.02	\$ 2,200	\$ 2,200	\$ -	0.00%	
Div. 03 - Concrete	\$ 1,675,932	\$ 12.68	\$ (38,310)	\$ 1,637,622	\$ 1,131,490	\$ 1,131,490	\$ (0)	\$ -	\$ -	\$ 8,500	\$ 0.06	\$ 8,500	\$ 8,500	\$ -	0.00%	
Div. 04 - Masonry	\$ 2,564,550	\$ 19.40	\$ (60,450)	\$ 2,514,200	\$ 2,514,200	\$ 56,240	\$ 56,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Div. 05 - Metals	\$ 4,041,875	\$ 30.57	\$ (120,500)	\$ 4,162,375	\$ 3,707,091	\$ 77,716	\$ 77,716	\$ -	\$ -	\$ 65,356	\$ 0.49	\$ 65,356	\$ 65,356	\$ -	0.00%	
Div. 06 - Woods, Plastics, & Composites	\$ 756,970	\$ 5.73	\$ (65,986)	\$ 690,984	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Div. 07 - Thermal & Moisture Protection	\$ 3,065,797	\$ 23.19	\$ (743,254)	\$ 2,322,543	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Div. 08A - Glass & Glazing	\$ 1,678,940	\$ 12.70	\$ (155,058)	\$ 1,523,882	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Div. 08B - Doors, Frames, Hardware	\$ 1,726,098	\$ 13.05	\$ (28,081)	\$ 1,697,017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Div. 09 - Finishes	\$ 4,272,442	\$ 32.31	\$ (435,960)	\$ 3,836,482	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Div. 10 - Specialties & Detention Equipment	\$ 786,698	\$ 5.97	\$ (24,915)	\$ 763,783	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Div. 11 - Equipment	\$ 651,550	\$ 4.93	\$ (5,800)	\$ 645,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Div. 12 - Furnishings	\$ 257,366	\$ 1.95	\$ -	\$ 257,366	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Div. 13 - Special Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Div. 14 - Conveying Systems	\$ 170,500	\$ 1.29	\$ -	\$ 170,500	\$ 170,500	\$ 174,020	\$ 3,520	\$ -	\$ 388,967	\$ 416,750	\$ 3.15	\$ 47,783	\$ 47,783	\$ -	2.27%	
Div. 21 - Fire Suppression Systems	\$ 368,967	\$ 2.79	\$ (11,100)	\$ 357,867	\$ 6,000	\$ 6,000	\$ -	\$ -	\$ 1,177,742	\$ 1,179,843	\$ 8.92	\$ 2,101	\$ 2,101	\$ -	7.23%	
Div. 22 - Plumbing Systems	\$ 1,189,980	\$ 9.00	\$ (402,250)	\$ 787,730	\$ -	\$ -	\$ -	\$ -	\$ 7,517,263	\$ 6,077,193	\$ 45.96	\$ (1,440,070)	\$ (1,440,070)	\$ -	46.15%	
Div. 23 - Mechanical Systems	\$ 7,933,200	\$ 60.00	\$ (388,035)	\$ 7,545,165	\$ 52,500	\$ 52,500	\$ -	\$ -	\$ 4,781,363	\$ 4,365,055	\$ 33.01	\$ (416,308)	\$ (416,308)	\$ -	29.35%	
Div. 26 - Electrical Systems	\$ 5,209,191	\$ 39.40	\$ (3,400)	\$ 4,899,791	\$ 449,548	\$ -	\$ -	\$ -	\$ -	\$ 449,548	\$ 4.32	\$ 121,237	\$ 121,237	\$ -	2.76%	
Div. 27 - Low Voltage Electrical Systems	\$ 449,548	\$ 3.40	\$ -	\$ 449,548	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Div. 28 - Security Electrical Systems	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Div. 31 - Earthwork	\$ 591,427	\$ 4.47	\$ (54,080)	\$ 537,347	\$ 591,427	\$ 837,547	\$ 246,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Div. 32 - Site Improvements	\$ 1,852,378	\$ 14.01	\$ (54,080)	\$ 1,798,298	\$ 83,106	\$ 83,106	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Div. 33 - Site Utilities	\$ 464,345	\$ 3.51	\$ -	\$ 464,345	\$ 464,345	\$ 464,345	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
<b>SUBTOTAL</b>	<b>\$ 42,481,316</b>	<b>\$ 321.29</b>	<b>\$ (2,307,779)</b>	<b>\$ 40,173,537</b>	<b>\$ 7,355,846</b>	<b>\$ 7,604,631</b>	<b>\$ 248,785</b>	<b>\$ 15,842,599</b>	<b>\$ 14,430,293</b>	<b>\$ 109.14</b>	<b>\$ (1,412,306)</b>	<b>\$ (1,412,306)</b>	<b>\$ (1,412,306)</b>	<b>\$ -</b>	<b>89.18%</b>	<b>Fire Alarm ADDED SCOPE</b>
Subcontractor default Insurance	\$ 557,567	\$ 4.22	\$ (25,847)	\$ 528,720	\$ 96,545	\$ 99,811	\$ 3,266	\$ -	\$ 192,067	\$ 190,352	\$ 1.44	\$ (1,715)	\$ (1,715)	\$ -	1.18%	
Bell Construction Bond	\$ 254,439	\$ 1.92	\$ -	\$ 254,439	\$ 55,136	\$ 53,331	\$ (1,805)	\$ -	\$ 91,868	\$ 89,092	\$ 0.67	\$ (2,776)	\$ (2,776)	\$ -	0.56%	
Gross Tax Receipts	\$ 3,266	\$ 0.02	\$ -	\$ 3,266	\$ 588	\$ 575	\$ (13)	\$ -	\$ 1,144	\$ 1,042	\$ 0.01	\$ (102)	\$ (102)	\$ -	0.01%	
Payroll Taxes and Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 72,752	\$ 0.55	\$ 72,752	\$ 72,752	\$ -	0.00%	
Insurance - G/L, Umbrella, Auto	\$ 132,000	\$ 1.00	\$ -	\$ 132,000	\$ 20,000	\$ 20,362	\$ 362	\$ -	\$ 40,656	\$ 39,645	\$ 0.30	\$ (1,011)	\$ (1,011)	\$ -	0.25%	
Insurance - Builder's Risk	\$ 67,749	\$ 0.51	\$ -	\$ 67,749	\$ 11,744	\$ 12,135	\$ 391	\$ -	\$ 25,671	\$ 23,124	\$ 0.17	\$ (2,547)	\$ (2,547)	\$ -	0.16%	
Building Permit	\$ 175,510	\$ 1.33	\$ -	\$ 175,510	\$ 34,205	\$ 41,958	\$ 7,753	\$ -	\$ 64,414	\$ 62,034	\$ 0.47	\$ (2,380)	\$ (2,380)	\$ -	0.40%	
Design Contingency	\$ 873,437	\$ 6.61	\$ (46,156)	\$ 827,281	\$ 75,741	\$ 78,328	\$ 2,587	\$ -	\$ 325,168	\$ 298,167	\$ 2.26	\$ (27,002)	\$ (27,002)	\$ -	2.00%	
Construction Contingency	\$ 1,336,358	\$ 10.11	\$ (69,233)	\$ 1,267,125	\$ 152,996	\$ 159,223	\$ 6,227	\$ -	\$ 487,508	\$ 456,195	\$ 3.45	\$ (41,313)	\$ (41,313)	\$ -	3.05%	
Escalation Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Construction Management Fee	\$ 1,835,266	\$ 13.88	\$ (92,311)	\$ 1,742,955	\$ 312,112	\$ 322,774	\$ 10,662	\$ -	\$ 683,244	\$ 626,508	\$ 4.74	\$ (56,736)	\$ (56,736)	\$ -	4.19%	
<b>Bell Cuts / Adds</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	
<b>TOTAL BID AMOUNT</b>	<b>\$ 47,716,907</b>	<b>\$ 360.89</b>	<b>\$ (2,544,326)</b>	<b>\$ 45,172,581</b>	<b>\$ 8,114,913</b>	<b>\$ 8,392,128</b>	<b>\$ 277,215</b>	<b>\$ 17,764,338</b>	<b>\$ 16,289,204</b>	<b>\$ 123.20</b>	<b>\$ (1,475,134)</b>	<b>\$ (1,475,134)</b>	<b>\$ (1,475,134)</b>	<b>\$ -</b>	<b>100.00%</b>	

**SUMMARY**

DD Budget	\$ 47,716,907
VE / Scope Reductions	\$ (2,544,326)
Project Target Budget	\$ 45,172,581
Work Package #1 - Budget	\$ 8,114,913
Work Package #1 - Actual	\$ 8,392,128
Over / (Under) Budget	\$ 277,215
Work Package #2 - Budget	\$ 17,764,338
Work Package #2 - Actual	\$ 16,289,204
Over / (Under) Budget	\$ (1,475,134)
<b>Current Over / (Under) Budget</b>	<b>\$ (1,197,919)</b>
Balance / Work Package #3 - Target	\$ 20,491,249



**Project Name:** Murfreesboro Police Headquarters - Work Package #2      **Prepared For:** Rob Lyons  
**Project Address:** 1004 North Highland Avenue, Murfreesboro, TN      **Prepared By:** D. Glenn Moreland  
**Date:** July 22, 2016

This Work Package #2 proposal is based upon the following items, Work Package #2, ASI #2, ASI #3 documents detailed in the attachment and the clarifications below.

**1A General Conditions Includes (See Fixed Unit Cost and Cost of Work Spreadsheets):**

- Project Management, Full-time and onsite Field Superintendent and administration for duration of the project are included.
- Vehicle and fuel as required are included.
- Building permit as required.
- Temporary electrical utilities as required.
- Building layout by surveyor as required.
- Job trailer and portable toilets as required.
- Final clean up of project as required.

**1B Special Conditions & General Requirement includes:**

- SWPPP and ARAP permit costs.

**2 Existing Conditions Includes:**

- Building selective demolition as required.

**3 Concrete Work Includes:**

- No work in this section.

**4 Masonry Work Includes:**

- No work in this section.

**5 Metal Division Work Includes:**

- Changes from Work Package #1.
- Changes per ASI #3.
- A \$20,000 allowance is included to cover the structural support for the AHU's that is currently not designed.
- This Work Package #2 work does not include any of the railing systems with wood or glass in-fill panels.

**6 Carpentry Work Includes:**

- No work in this section.

**7 Thermal and Moisture Protection Work Includes:**

- **Roofing**
  - No work in this section.
- **Metal Panels and Metal Roofing**
  - No work in this section.
- **Fluid Applied Vapor Barrier**
  - No work in this section.
- **Waterproofing**
  - No work in this section.
- **Sprayed Acoustic Insulation**
  - No work in this section.
- **Penetration Firestopping**
  - No work in this section.
- **Joint Sealant**
  - No work in this section.

**8 Doors & Windows Division Includes:**

- No work in this section.

**9 Finishes Division Includes:**

- **Drywall**
  - No work in this section.
- **Ceilings**
  - No work in this section.
- **Flooring**
  - No work in this section.
- **Acoustical Wall Panels**
  - No work in this section.
- **Padded Wall Matt**
  - No work in this section.
- **Ceramic Tile**
  - No work in this section.
- **Aluminum & Glass Framed Screen Wall System**
  - No work in this section.
- **Painting**
  - No work in this section.

**10 Specialties Division Includes:**

- No work in this section.

**11 Equipment Division Includes:**

- No work in this section.

- 12 Furnishings Division Includes:**
- No work in this section.
- 13 Special Construction Work Includes:**
- No work in this section.
- 14 Conveying Systems Division Includes:**
- No work in this section.
- 21 Fire Suppression Systems Work Includes:**
- Complete interior wet pipe and pre-action fire sprinkler system.
  - FIKE FM 200 clean agent suppression system for two IT Rooms.
  - Complete interior backflow with wet riser and chrome wall FDC.
  - Class 1 manual wet standpipes with chrome 2.5" fire hose valves, no cabinets.
  - Proposal does not include a fire pump.
- 22 Plumbing Systems Work Includes:**
- Domestic water piping per the plans and accepted VE.
  - Sanitary waste, vent and storm piping. Below ground PVC Schedule 40, above ground cast iron, no hub.
  - Compressed air - copper type "L" with standard quick disconnect at drops.
  - Equipment, Fixtures and Insulation.
- 23 Mechanical Systems Work Includes:**
- Complete mechanical system per the documents.
  - Chill Water and Heating Hot Water:
    - > 3" carbon steel, schedule 40.
    - ≤ 3" diameter, PEX and copper, type "L".
  - HVAC equipment
    - Boilers and HHW pumps, Air cooled chiller and CHW pumps, Active chilled beams, Liebert with containment racks, radiant and unit heaters, FCU and VAV's.
  - Fuel oil system with simplex pumps and UL 2085 tank.
  - HVAC BAS.
  - Test and Balance.
  - Central Vacuum System.
  - Ductwork ends to be wiped down and covered from point of delivery through construction.
  - Chemical Treatment.
  - Owner training.
- 26 Electrical Work Includes:**
- Complete electrical system per the documents.
  - Generators as shown.
  - Light fixtures per the design documents.
  - Electrical conduit and MC cable per approved VE.
  - Conductor material per the approved VE.
  - See alternate for generator docking.
  - Owner training.
  - Switchgear, panels and riser as shown.
- 27 Audio Visual / IT Work includes:**
- Section 270514 - Structured Cabling Complete
  - Aluminum cable tray is included per the Envision.
  - See Alternates
- 28 Security Electrical System Work Includes:**
- Section 283111 - Digital, Addressable Fire Alarm System Complete
  - No other work in this section.
- 31 Earthwork Includes:**
- No work in this section.
- 32 Site Improvements Includes:**
- No work in this section.
- 33 Site Utilities Includes:**
- No work in this section.

- Clarifications and Qualifications**
- Work Package #2 only includes work as listed above.
  - We exclude any additional work related to Code comments that may occur at time of Permit Application.
  - We exclude any environmental abatement.
  - We exclude Division 28 - Security System at this time.
  - We exclude the fuel for the generator per the accepted VE.
  - We exclude any car wash equipment and overhead garage equipment.
  - We exclude any testing and special inspection fee.
  - Utility extension pricing is not included in this proposal.
  - Please note above, there are many allowances listed as final selection have not been provided.
  - We exclude any rock excavation and replacement material associated with the rock excavation.



# Document A133™ – 2009 Exhibit A

## Guaranteed Maximum Price Amendment

**for the following PROJECT:**

*(Name and address or location)*

1004 North Highland Avenue  
Murfreesboro, Tennessee

**THE OWNER:**

*(Name, legal status and address)*

City of Murfreesboro, Tennessee  
111 W. Vine Street  
Murfreesboro, TN 37130-3732

**THE CONSTRUCTION MANAGER:**

*(Name, legal status and address)*

Bell & Associates Construction, L.P.  
P. O. Box 363  
Brentwood, TN 37024

**ARTICLE A.1**

**§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Twenty-Four Million, Six-Hundred Eighty-One Thousand, Three Hundred Thirty-Two Dollars (\$24,681,332.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

*(Provide below or reference an attachment.)*

Work Package #1 - \$ 8,392,128.00  
Work Package #2 - \$16,289,204.00  
Total = \$24,681,332.00

Work Package #2 GMP includes the following scope of work: General Conditions for the remainder of the project. Special conditions as needed, Complete Mechanical, Plumbing, Electrical, and Fire Sprinkler. See Exhibit "A" for cost breakdown of scope items, contingency, fee, insurance, bonds, and permits.

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

**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.

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

Not Applicable

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:  
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
#1 – AHU Structural Supports	\$20,000.00

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Exhibit "A"

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract: See Exhibit "B"

Document	Title	Date	Pages
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§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)  
See Exhibit "B"

Section	Title	Date	Pages
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§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)  
See Exhibit "B"

Number	Title	Date
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§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

1. Exhibit "C" – General Conditions fixed unit costs and cost of work items
2. ASI #3 – Structural Steel Revisions
3. The following VE items are included in the GMP
  - a. Aluminum conductors in lieu of copper conductors for sizes #1 and larger
  - b. Metal clad cable in lieu of EMT conduit for lighting and receptacle branch circuits
  - c. Use of PEX piping on all domestic water branch lines

## ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

December 5, 2017

Init.

Exhibit "A"

	Project Name: Murfreesboro Police Headquarters		Project No:	
	Estimate Type: Work Package #2		Estimators: DGM	
	Job Location: Murfreesboro, TN		Checked By: JDG	
Owner: City Of Murfreesboro		Checked By: JDG	Total SF: 132,220	
<b>CSI DIVISION SUMMARY SHEET</b>			Estimate Date: 7/22/16	
DIVISION NUMBER	Total	\$ / SF	% of Total	Comments
Div. 01A - General Conditions	\$ 1,518,966	\$ 11.49	9.32%	
Div. 01B - Special Conditions / General Requirements	\$ 30,250	\$ 0.23	0.19%	
Div. 02 - Existing Conditions	\$ 2,200	\$ 0.02	0.01%	
Div. 03 - Concrete	\$ 8,500	\$ 0.06	0.05%	
Div. 04 - Masonry	\$ -	\$ -	0.00%	
Div. 05 - Metals	\$ 65,356	\$ 0.49	0.40%	
Div. 06 - Woods, Plastics, & Composites	\$ -	\$ -	0.00%	
Div. 07 - Thermal & Moisture Protection	\$ -	\$ -	0.00%	
Div. 08A - Glass & Glazing	\$ -	\$ -	0.00%	
Div. 08B - Doors, Frames, Hardware	\$ -	\$ -	0.00%	
Div. 09 - Finishes	\$ -	\$ -	0.00%	
Div. 10 - Specialties & Detention Equipment	\$ -	\$ -	0.00%	
Div. 11 - Equipment	\$ -	\$ -	0.00%	
Div. 12 - Furnishings	\$ -	\$ -	0.00%	
Div. 13 - Special Construction	\$ -	\$ -	0.00%	
Div. 14 - Conveying Systems	\$ -	\$ -	0.00%	
Div. 21 - Fire Suppression Systems	\$ 416,750	\$ 3.15	2.56%	
Div. 22 - Plumbing Systems	\$ 1,179,843	\$ 8.92	7.24%	
Div. 23 - Mechanical System	\$ 6,077,193	\$ 45.96	37.31%	
Div. 26 - Electrical Systems	\$ 4,365,055	\$ 33.01	26.80%	
Div. 27 - Low Voltage Electrical Systems	\$ 570,785	\$ 4.32	3.50%	
Div. 28 - Security Electrical Systems	\$ 195,395	\$ 1.48	1.20%	
Div. 31 - Earthwork	\$ -	\$ -	0.00%	
Div. 32 - Site Improvements	\$ -	\$ -	0.00%	
Div. 33 - Site Utilities	\$ -	\$ -	0.00%	
<b>SUBTOTAL</b>	<b>\$ 14,430,293</b>	<b>\$ 109.14</b>	<b>88.59%</b>	
Subcontractor default Insurance	\$ 190,352	\$ 1.44	1.17%	
Bell Construction Bond	\$ 89,092	\$ 0.67	0.55%	
Gross Tax Receipts	\$ 1,042	\$ 0.01	0.01%	
Payroll and sales taxes	\$ 72,752	\$ 0.55	0.45%	
Insurance - G/L, Umbrella, Auto	\$ 39,645	\$ 0.30	0.24%	
Insurance - Builder's Risk	\$ 23,124	\$ 0.17	0.14%	
Building Permit	\$ 62,034	\$ 0.47	0.38%	
Design Contingency	\$ 298,167	\$ 2.26	1.83%	
Construction Contingency	\$ 456,195	\$ 3.45	2.80%	
Escalation Contingency	\$ -	\$ -	0.00%	
Construction Management Fee	\$ 626,508	\$ 4.74	3.85%	
	\$ -	\$ -	0.00%	
<b>TOTAL BID AMOUNT</b>	<b>\$ 16,289,204</b>	<b>\$ 123.20</b>	<b>100.00%</b>	

City of Murfreesboro, TN

Bell & Associates Construction, L.P.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
Keith Pyle, President / Limited Partner  
(Printed name and title)

Init.

# Exhibit "B"

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**PROJECT MANUAL AND CONSTRUCTION DOCUMENTS  
FOR  
MURFREESBORO POLICE HEADQUARTERS - WORK PACKAGE 01 & 02  
MURFREESBORO, TN**

**1 PROJECT MANUAL**

PROJECT MANUAL  
INCLUDING SPECIFICATIONS  
DATED: JUNE 17, 2016

**2 CONSTRUCTION PLANS:**

MURFREESBORO POLICE HEADQUARTERS - WORK PACKAGE 01 & 02  
MURFREESBORO, TN  
DATED: JUNE 17, 2016

**3 ADDENDUM:**

N/A

**4 SPECIFICATIONS: AS FOLLOWS**

**DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS**

SECTION 007200 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION  
SECTION 072707 SUPPLEMENTARY CONDITIONS

**DIVISION 01 - GENERAL REQUIREMENTS**

SECTION 011000 SUMMARY  
SECTION 011002 SUMMARY FOR WORK PACKAGE 02  
SECTION 012900 PAYMENT PROCEDURES  
SECTION 013100 PROJECT MANAGEMENT AND COORDINATION  
SECTION 013200 CONSTRUCTION PROGRESS DOCUMENTATION  
SECTION 013233 PHOTOGRAPHIC DOCUMENTATION  
SECTION 013300 SUBMITTAL PROCEDURES  
SECTION 014000 QUALITY REQUIREMENTS  
SECTION 015000 TEMPORARY FACILITIES AND CONTROLS  
SECTION 016000 PRODUCT REQUIREMENTS  
SECTION 017300 EXECUTION  
SECTION 017419 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL  
SECTION 017700 CLOSEOUT PROCEDURES  
SECTION 017823 OPERATION AND MAINTENANCE DATA  
SECTION 017839 PROJECT RECORD DOCUMENTS

**DIVISION 02 - EXISTING CONDITIONS**

SECTION 024000 DEMOLITION

**DIVISION 03 - CONCRETE**

SECTION 033000 CAST-IN-PLACE CONCRETE  
SECTION 033053 MISCELLANEOUS CAST-IN-PLACE CONCRETE

**DIVISION 04 - MASONRY**

SECTION 042300 STRUCTURAL CONCRETE MASONRY

**DIVISION 05 - METALS**

SECTION 051200 STRUCTURAL STEEL  
SECTION 052100 STEEL JOISTS  
SECTION 053100 STEEL DECK  
SECTION 053110 STEEL ROOF DECK

**DIVISION 06 - WOODS, PLASTICS, AND COMPOSITE (NOT USED)**

**DIVISION 07 - THERMAL AND MOISTURE PROTECTION (NOT USED)**

**DIVISION 08 - OPENINGS (NOT USED)**

**DIVISION 09 - FINISHES (NOT USED)**

**DIVISION 10 - SPECIALTIES (NOT USED)**

**DIVISION 11 - EQUIPMENT (NOT USED)**

**DIVISION 12 - FURNISHINGS (NOT USED)**

**DIVISION 13 - SPECIAL CONSTRUCTION (NOT USED)**

**DIVISION 14 - CONVEYING SYSTEMS**

SECTION 142123 TRACTION ELEVATORS  
SECTION 142413 HYDRAULIC ELEVATORS

**DIVISION 21 - FIRE SUPPRESSION**

SECTION 210517 SLEEVES AND SLEEVE SEALS FOR FIRE-SUPPRESSION PIPING  
SECTION 210518 ESCUTCHEONS FOR FIRE SUPPRESSION PIPING  
SECTION 210523 GENERAL-DUTY VALVES FOR FIRE PROTECTION PIPING  
SECTION 210548 VIBRATION AND SEISMIC CONTROLS FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT  
SECTION 210553 IDENTIFICATION FOR FIRE-SUPPRESSION PIPING EQUIPMENT  
SECTION 211100 FACILITY FIRE-SUPPRESSION WATER-SERVICE PIPING  
SECTION 211119 FIRE DEPARTMENT CONNECTIONS  
SECTION 211200 FIRE-SUPPRESSION STANDPIPES  
SECTION 211313 WET-PIPE SPRINKLER SYSTEMS  
SECTION 211316 DRY-PIPE SPRINKLER SYSTEMS  
SECTION 212200 CLEAN-AGENT FIRE EXTINGUISHING SYSTEMS

**DIVISION 22 - PLUMBING**

SECTION 220000.13 PLUMBING SPECIALTIES  
SECTION 220529 HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT  
SECTION 220548 VIBRATION AND SEISMIC CONTROLS FOR PLUMBING PIPING AND EQUIPMENT  
SECTION 220553 IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT  
SECTION 220719 PLUMBING PIPING INSULATION  
SECTION 221113 FACILITY WATER DISTRIBUTION PRICING  
SECTION 221116 DOMESTIC WATER PIPING  
SECTION 221120 FACILITY NATURAL GAS PIPING  
SECTION 221313 FACILITY SANITARY SEWERS  
SECTION 221316 SANITARY WASTE AND VENT PIPING  
SECTION 221429 SUMP PUMPS  
SECTION 221513 GENERAL SERVICE COMPRESSED AIR PIPING  
SECTION 221519 GENERAL SERVICE PACKAGED AIR COMPRESSORS AND RECEIVERS  
SECTION 223300 ELECTRIC, DOMESTIC WATER HEATERS  
SECTION 223400 FUEL-FIRED, DOMESTIC WATER HEATERS  
SECTION 224000 PLUMBING FIXTURES

**DIVISION 23 - HEATING, VENTILATING AND AIR CONDITIONING**

SECTION 230513 COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT  
SECTION 230516 EXPANSION FITTINGS AND LOOPS FOR HVAC PIPING  
SECTION 230517 SLEEVES AND SLEEVE SEALS FOR HVAC PIPING  
SECTION 230518 ESCUTCHEONS FOR HVAC PIPING  
SECTION 230519 METERS AND GAGES FOR HVAC  
SECTION 230529 HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT  
SECTION 230548 VIBRATION CONTROLS AND SEISMIC PIPING AND EQUIPMENT  
SECTION 230553 IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT  
SECTION 230593 TESTING, ADJUSTING AND BALANCING FOR HVAC  
SECTION 230713 DUCT INSULATION  
SECTION 230716 HVAC EQUIPMENT INSULATION  
SECTION 230719 HVAC PIPING INSULATION

SECTION 230800	COMMISSIONING OF HVAC
SECTION 230923	DIRECT DIGITAL CONTROL (DDC) SYSTEM FOR HVAC
SECTION 231113	FACILITY FUEL-OIL PIPING
SECTION 231123	FACILITY NATURAL-GAS PIPING
SECTION 231213	FACILITY FUEL-OIL PUMPS
SECTION 231323	FACILITY ABOVE GROUND FUEL-OIL STORAGE TANKS
SECTION 232112	HYDRONIC PIPING
SECTION 232116	HYDRONIC PIPING SPECIALTIES
SECTION 232123	HYDRONIC PUMPS
SECTION 232300	REFRIGERANT PIPING
SECTION 232513	WATER TREATMENT FOR CLOSED-LOOP HYDRONIC PIPING
SECTION 233113	METAL DUCTS
SECTION 233116	NON-METAL DUCTS
SECTION 233119	HVAC CASINGS
SECTION 233300	AIR DUCT ACCESSORIES
SECTION 233416	CENTRIFUGAL HVAC FANS
SECTION 233423	HVAC POWER VENTILATORS
SECTION 233600	AIR TERMINALS UNITS
SECTION 233713.13	AIR DIFFUSERS
SECTION 233713.23	REGISTERS AND GRILLES
SECTION 233713.43	SECURITY REGISTERS AND GRILLES
SECTION 233723	HVAC GRAVITY VENTILATORS
SECTION 234100	PARTICULATE AIR FILTRATION
SECTION 234133	HIGH-EFFICIENCY PARTICULATE FILTRATION
SECTION 235216	CONDENSING BOILERS
SECTION 236423.21	AIR-COOLED, SCROLL WATER CHILLERS
SECTION 237200	AIR-TO-AIR ENERGY RECOVERY EQUIPMENT
SECTION 237313	MODULAR INDOOR CENTRAL STATION AIR-HANDLING
SECTION 237323	MODULAR OUTDOOR CENTRAL STATION AIR-HANDLING UNITS
SECTION 238123.18	COMPUTER ROOM, RACK COOLING EQUIPMENT
SECTION 238219	FAN COIL UNITS
SECTION 238236	FINNED-TUBE RADIATION HEATERS
SECTION 238239.16	PROPELLER UNIT HEATERS
SECTION 238245	CHILLED BEAMS
SECTION 239000	VARIABLE FREQUENCY MOTOR CONTROLLERS

**DIVISION 26 - ELECTRICAL+B166:C189**

SECTION 260500	COMMON WORK RESULTS FOR ELECTRICAL
SECTION 260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
SECTION 260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
SECTION 260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
SECTION 260533	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS
SECTION 260536	CABLE TRAYS FOR ELECTRICAL SYSTEMS
SECTION 260544	SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING
SECTION 260548.16	SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS
SECTION 260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS
SECTION 260923	LIGHTING CONTROL DEVICES
SECTION 260943	NETWORK LIGHTING CONTROLS- LUTRON QUANTUM
SECTION 262200	LOW-VOLTAGE TRANSFORMERS
SECTION 262413	SWITCHBOARDS
SECTION 262416	PANELBOARDS
SECTION 262726	WIRING DEVICES
SECTION 262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS
SECTION 263213	ENGINE GENERATORS
SECTION 263353	STATIC UNINTERRUPTIBLE POWER SUPPLY
SECTION 263600	TRANSFER SWITCHES
SECTION 264113	LIGHTNING PROTECTION FOR STRUCTURES
SECTION 264313	SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS
SECTION 265100	INTERIOR LIGHTING
SECTION 265600	EXTERIOR LIGHTING

**DIVISION 27 - COMMUNICATIONS (NOT USED)**

SECTION 270000	TECHNOLOGY SYSTEMS
SECTION 270500	TECHNOLOGY SYSTEMS -- OWNER FURNISHED

SECTION 270514      STRUCTURED CABLING SYSTEM  
SECTION 275113      OVERHEAD PAGING SYSTEM  
SECTION 275122      (COAX) CATV SYSTEM

**DIVISION 28 - ELECTRONIC SAFETY AND SECURITY (NOT USED)**

SECTION 280000      SECURITY SYSTEMS  
SECTION 283111      DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM

**DIVISION 31 - EARTHWORK**

SECTION 311000      SITE CLEARING  
SECTION 312000      EARTH MOVING

**DIVISION 32 - EXTERIOR IMPROVEMENTS**

SECTION 321216      ASPHALT PAVING  
SECTION 321313      CONCRETE PAVING  
SECTION 321373      CONCRETE PAVING JOINT SEALANTS  
SECTION 321443      POROUS UNIT PAVING  
SECTION 321713      PARKING BUMPERS  
SECTION 321723      PAVEMENT MARKINGS  
SECTION 329113      TOP SOIL

**DIVISION 33 - UTILITIES**

SECTION 330500      COMMON WORK RESULTS FOR UTILITIES  
SECTION 334100      STORM UTILITY DRAINAGE PIPING

**CONTRACT DRAWINGS  
FOR  
MURFREESBORO POLICE HEADQUARTERS - WORK PACKAGE 01 & 02  
MURFREESBORO, TN**

<u>DRAWING NUMBER</u>	<u>TITLE</u>	<u>ISSUE DATE</u>	<u>REVISION DATE</u>
<b><u>GENERAL</u></b>			
	COVER SHEET	4/29/2016	6/17/2016
g100	GENERAL NOTES/CODE ANALYSIS	4/29/2016	
g101	LIFE SAFETY PLANS	4/29/2016	
<b><u>CIVIL</u></b>			
c0.1	GENERAL NOTES EXISTING CONDITIONS, DEMOLITION, INITIAL EROSION CONTROL, CONSTRUCTION FACILITIES, & STORMWATER MANAGEMENT PLAN	4/29/2016	
c1.0		4/29/2016	
c1.1	INTERMEDIATE EPSC PLAN	4/29/2016	
c2.0	SITE PLAN	4/29/2016	
c2.1	UTILITY PLAN	4/29/2016	
c3.0	GRADING & DRAINAGE PLAN/FINAL EPSC PLAN	4/29/2016	
c4.0	DETAILS	4/29/2016	
c4.1	DETAILS	4/29/2016	
<b><u>LANDSCAPE</u></b>			
l1.4	TOP SOIL DEPTH PLAN	4/29/2016	
<b><u>ARCHITECTURAL</u></b>			
a010	OFFICE - FIRST FLOOR PLAN	4/29/2016	
a011	OFFICE - SECOND FLOOR PLAN	4/29/2016	
a012	OFFICE - FIFTH FLOOR PLAN	4/29/2016	
a721	Elevator Enlarged Plans & Section	4/29/2016	
<b><u>STRUCTURAL</u></b>			
s001	GENERAL NOTES	4/29/2016	
s002	QUALITY ASSURANCE PLAN	4/29/2016	
s101	PARTIAL FOUNDATION PLAN LOWER LEVEL	4/29/2016	6/17/2016
s102	PARTIAL FOUNDATION PLAN LOWER LEVEL	4/29/2016	6/17/2016
s103	OUT BUILDING(S) FOUNDATION PLAN	4/29/2016	6/17/2016
s104	SITE WALLS	4/29/2016	6/17/2016
s111	PARTIAL FRAMING PLAN MAIN LEVEL	4/29/2016	6/17/2016
s112	PARTIAL FRAMING PLAN MAIN LEVEL	4/29/2016	6/17/2016
s113	OUT BUILDING & CANOPY FRAMING PLAN	4/29/2016	6/17/2016
s121	PARTIAL FRAMING PLAN UPPER LEVEL	4/29/2016	6/17/2016
s122	PARTIAL FRAMING PLAN UPPER LEVEL	4/29/2016	6/17/2016
s123	PENTHOUSE AND MECHANICAL CRIBBING	4/29/2016	6/17/2016
s124	LOW ROOF FRAMING PLAN	4/29/2016	
s131	HIGH ROOF FRAMING PLAN - PART 1	4/29/2016	
s132	HIGH ROOF FRAMING PLAN - PART 2	4/29/2016	6/17/2016
s151	WALL SECTIONS	4/29/2016	6/17/2016
s152	WALL SECTIONS	4/29/2016	6/17/2016
s153	WALL SECTIONS	4/29/2016	
s154	WALL SECTIONS	4/29/2016	6/17/2016
s155	WALL SECTIONS	4/29/2016	
s201	SECTIONS AND DETAILS	4/29/2016	
s202	SECTIONS AND DETAILS	4/29/2016	
s203	SECTIONS AND DETAILS	4/29/2016	

S204	SECTIONS AND DETAILS	4/29/2016	6/17/2016
s301	SECTIONS AND DETAILS	4/29/2016	
s302	SECTIONS AND DETAILS	4/29/2016	6/17/2016
s303	SECTIONS AND DETAILS	4/29/2016	
s304	SECTIONS AND DETAILS	4/29/2016	
s305	SECTIONS AND DETAILS	4/29/2016	
s306	SECTIONS AND DETAILS	4/29/2016	6/17/2016
s307	SECTIONS AND DETAILS	4/29/2016	
s308	SECTIONS AND DETAILS	4/29/2016	6/17/2016
S309	SECTIONS AND DETAILS	4/29/2016	6/17/2016
s401	BRACED FRAME ELEVATIONS AND DETAILS	4/29/2016	
s402	SECTIONS AND DETAILS	4/29/2016	
S403	SECTIONS AND DETAILS	4/29/2016	
s501	PARKING STRUCTURES DETAILS AND SECTIONS	4/29/2016	
s502	SCREEN DETAILS	4/29/2016	
s503	CURTAIN WALL ELEVATIONS	4/29/2016	6/17/2016
<b><u>MECHANICAL</u></b>			6/17/2016

m000	MECHANICAL LEGENDS AND SCHEDULES	6/17/2016	
m001	MECHANICAL SCHEDULES	6/17/2016	
m002	MECHANICAL SCHEDULES	6/17/2016	
m003	CHILLED BEAM SCHEDULES	6/17/2016	
m004	CHILLED BEAM SCHEDULES	6/17/2016	
m005	CHILLED BEAM SCHEDULES	6/17/2016	
m006	CHILLED BEAM SCHEDULES	6/17/2016	
m007	CHILLED BEAM SCHEDULES	6/17/2016	
m101	HVAC FLOOR PLAN - LOWER LEVEL - A	6/17/2016	
m102	HVAC FLOOR PLAN - LOWER LEVEL - B	6/17/2016	
m111	HVAC FLOOR PLAN - MAIN LEVEL - A	6/17/2016	
m112	HVAC FLOOR PLAN - MAIN LEVEL - B	6/17/2016	
m121	HVAC FLOOR PLAN - UPPER LEVEL - A	6/17/2016	
m201	HVAC PIPING PLAN - LOWER LEVEL A	6/17/2016	
m202	HVAC PIPING PLAN - LOWER LEVEL B	6/17/2016	
m211	HVAC PIPING PLAN - MAIN LEVEL - A	6/17/2016	
m212	HVAC PIPING PLAN - MAIN LEVEL - B	6/17/2016	
m221	HVAC PIPING PLAN - UPPER LEVEL A	6/17/2016	7/19/2016
m301	HVAC ZONING PLAN - LOWER LEVEL - A	6/17/2016	
m302	HVAC ZONING PLAN - LOWER LEVEL - B	6/17/2016	
m311	HVAC ZONING PLAN - MAIN LEVEL - A	6/17/2016	
m312	HVAC ZONING PLAN - MAIN LEVEL - B	6/17/2016	
m321	HVAC ZONING PLAN - UPPER LEVEL - A	6/17/2016	
m431	HVAC - ROOF PLAN	6/17/2016	
m500	ENLARGED GENERATOR YARD PLAN	6/17/2016	
m501	ENLARGED EQUIPMENT YARD PLAN	6/17/2016	7/19/2016
m502	ENLARGED MECHANICAL ROOM PLAN	6/17/2016	
m503	ENLARGED NORTH PENTHOUSE PLAN	6/17/2016	
m504	ENLARGED SOUTH PENTHOUSE PLAN	6/17/2016	
m505	HVAC LOBBY & DISPATCH SECTIONS	6/17/2016	
m600	MECHANICAL CONTROLS	6/17/2016	7/19/2016
m601	MECHANICAL CONTROLS	6/17/2016	
m602	MECHANICAL CONTROLS	6/17/2016	
m603	MECHANICAL CONTROLS	6/17/2016	7/19/2016
m604	MECHANICAL CONTROLS	6/17/2016	
m700	MECHANICAL DETAILS	6/17/2016	
m701	MECHANICAL DETAILS	6/17/2016	
m702	MECHANICAL DETAILS	6/17/2016	
m703	MECHANICAL DETAILS	6/17/2016	
m704	MECHANICAL DETAILS	6/17/2016	
m705	MECHANICAL DETAILS	6/17/2016	
m706	MECHANICAL DETAILS	6/17/2016	

**PLUMBING**

p000	PLUMBING LEGENDS AND SCHEDULES	6/17/2016	
p101	PLUMBING UNDERGROUND - LOWER LEVEL - A	6/17/2016	
p102	PLUMBING UNDERGROUND - LOWER LEVEL - B	6/17/2016	7/19/2016
p201	PLUMBING FLOOR PLAN - LOWER LEVEL - A	6/17/2016	
p202	PLUMBING FLOOR PLAN - LOWER LEVEL - B	6/17/2016	7/19/2016
p211	PLUMBING FLOOR PLAN - MAIN LEVEL - A	6/17/2016	
p212	PLUMBING FLOOR PLAN - MAIN LEVEL - B	6/17/2016	
p221	PLUMBING FLOOR PLAN - UPPER LEVEL - A	6/17/2016	
p400	PLUMBING ENLARGED PLANS	6/17/2016	
p401	PLUMBING ENLARGED PLANS	6/17/2016	
p501	PLUMBING RISER DIAGRAMS	6/17/2016	
p502	PLUMBING RISER DIAGRAMS	6/17/2016	
p600	PLUMBING DETAILS	6/17/2016	

**FIRE PROTECTION**

fp101	FIRE PROTECTION FLOOR PLAN - LOWER LEVEL - A	6/17/2016	
fp102	FIRE PROTECTION FLOOR PLAN - LOWER LEVEL - B	6/17/2016	
fp111	FIRE PROTECTION FLOOR PLAN - MAIN LEVEL - A	6/17/2016	

fp112	FIRE PROTECTION FLOOR PLAN - MAIN LEVEL - B	6/17/2016
fp120	FIRE PROTECTION FLOOR PLAN - UPPER LEVEL - A	6/17/2016

**ELECTRICAL**

e000	ELECTRICAL LEGENDS & SCHEDULES	6/17/2016	
e001	ELECTRICAL FIXTURE SCHEDULE	6/17/2016	7/19/2016
e002	ELECTRICAL NORMAL RISER DIAGRAM	6/17/2016	7/19/2016
e003	ELECTRICAL EMERGENCY RISER DIAGRAM	6/17/2016	7/19/2016
e004	ELECTRICAL PANEL SCHEDULES	6/17/2016	7/19/2016
e005	ELECTRICAL PANEL SCHEDULES	6/17/2016	7/19/2016
e006	ELECTRICAL PANEL SCHEDULES	6/17/2016	7/19/2016
e007	ELECTRICAL PANEL SCHEDULES	6/17/2016	7/19/2016
e101	LIGHTING FLOOR PLAN - LOWER LEVEL - A	6/17/2016	
e102	LIGHTING FLOOR PLAN - LOWER LEVEL - B	6/17/2016	
e111	LIGHTING FLOOR PLAN - MAIN LEVEL - A	6/17/2016	
e112	LIGHTING FLOOR PLAN - MAIN LEVEL - B	6/17/2016	
e121	LIGHTING FLOOR PLAN - UPPER LEVEL - A	6/17/2016	7/19/2016
e130	ELECTRICAL - ROOF PLAN	6/17/2016	
e140	ELECTRICAL - SITE PLAN	6/17/2016	
e201	POWER FLOOR PLAN - LOWER LEVEL - A	6/17/2016	7/19/2016
e202	POWER FLOOR PLAN - LOWER LEVEL - B	6/17/2016	
e211	POWER FLOOR PLAN - MAIN LEVEL - A	6/17/2016	7/19/2016
e212	POWER FLOOR PLAN - MAIN LEVEL - B	6/17/2016	
e221	POWER FLOOR PLAN - UPPER LEVEL - A	6/17/2016	7/19/2016
e301	SYSTEMS FLOOR PLAN - LOWER LEVEL - A	6/17/2016	
e302	SYSTEMS FLOOR PLAN - LOWER LEVEL - B	6/17/2016	
e311	SYSTEMS FLOOR PLAN - MAIN LEVEL - A	6/17/2016	
e312	SYSTEMS FLOOR PLAN - MAIN LEVEL - B	6/17/2016	
e321	SYSTEMS FLOOR PLAN - UPPER LEVEL - A	6/17/2016	
e400	ELECTRICAL KENNEL AND SOUTH PENTHOUSE PLANS	6/17/2016	
e401	ELECTRICAL CLERESTORY AND NORTH PENTHOUSE PLANS	6/17/2016	7/19/2016

**TECHNOLOGY**

t000	TECHNOLOGY LEGENDS	6/17/2016
t001	TECHNOLOGY MATRIX	6/17/2016
t101	TECHNOLOGY FLOOR PLAN - LOWER LEVEL - A	6/17/2016
t102	TECHNOLOGY FLOOR PLAN - LOWER LEVEL - B	6/17/2016
t110	TECHNOLOGY FLOOR PLAN - MAIN LEVEL - A	6/17/2016
t111	TECHNOLOGY FLOOR PLAN - MAIN LEVEL - B	6/17/2016
t120	TECHNOLOGY FLOOR PLAN - UPPER LEVEL - A	6/17/2016
t130	TECHNOLOGY ENLARGED COMMUNICATIONS ROOM PLAN	6/17/2016
t140	TECHNOLOGY SITE PLAN	6/17/2016
t150	TECHNOLOGY - ROOF	6/17/2016
t400	TECHNOLOGY DETAILS	6/17/2016

Exhibit "C"



7/22/16

<b>OWNER: CITY OF MURFREESBORO</b>				
<b>PROJECT: MURFREESBORO POLICE HEADQUARTERS</b>				
<b>CM/GC: BELL AND ASSOCIATES CONSTRUCTION, L.P.</b>				
<b>General Conditions</b>				
<b>Fixed unit costs (Payroll taxes and insurance included):</b>				
General Superintendent (full time)	14.00	Mo	\$ 16,800.00	\$235,200.00
Superintendent (full time)	14.00	Mo	\$ 14,000.00	\$196,000.00
Senior Project Manager (50%)	14.00	Mo	\$ 8,250.00	\$115,500.00
Project Director (25%)	14.00	Mo	\$ 4,750.00	\$66,500.00
Project Manager (full time)	14.00	Mo	\$ 12,900.00	\$180,600.00
Project Engineer (50%)	14.00	Mo	\$ 5,000.00	\$70,000.00
Quality Control (25%)	-	Mo	\$ 3,464.00	\$0.00
Clerk (full time)	14.00	Mo	\$ 5,700.00	\$79,800.00
Superintendent - project closeout	2.00	Mo	\$ 16,800.00	\$33,600.00
Project Manager - project closeout	2.00	Mo	\$ 12,900.00	\$25,800.00
Project Engineer - project closeout	2.00	Mo	\$ 5,000.00	\$10,000.00
<b>Cost of the work items:</b>				
Temporary Office Trailer(s)	14.00	Mo	\$ 1,500.00	\$21,000.00
Phones / DSL	14.00	Mo	\$ 150.00	\$2,100.00
Site Office Furniture & Equipment (fax, copier, computer, etc)	1.00	LS	\$ 2,000.00	\$2,000.00
Office Supplies & Expenses	14.00	Mo	\$ 450.00	\$6,300.00
Scheduling	1.00	LS	\$ 4,900.00	\$4,900.00
Printing	1.00	LS	\$ 1,500.00	\$1,500.00
Gas and oil	14.00	Mo	\$ 1,750.00	\$24,500.00
Small Tools	14.00	LS	\$ 1,250.00	\$17,500.00
Surveying / layout	4.00	Mo	\$ 7,000.00	\$28,000.00
Temporary electric	14.00	Mo	\$ 2,000.00	\$28,000.00
Permanent Electric	1.00	LS	\$ 25,000.00	\$25,000.00
Temporary water	14.00	LS	\$ 200.00	\$2,800.00
Latrines	14.00	LS	\$ 1,250.00	\$17,500.00
Cell phones	14.00	Mo	\$ 500.00	\$7,000.00
Testing	1.00	LS	\$ 20,000.00	\$20,000.00
Drinking cups and Ice	14.00	Mo	\$ 200.00	\$2,800.00
Safety Program	14.00	Mo	\$ 3,800.00	\$53,200.00
Trucks	14.00	Mo	\$ 2,500.00	\$35,000.00
Storage trailers	14.00	Mo	\$ 400.00	\$5,600.00
Storage trailer labor	14.00	Mo	\$ 1,000.00	\$14,000.00
General cleanup	14.00	Mo	\$ 6,350.00	\$88,900.00
Final Cleaning	1.00	LS	\$ 39,750.00	\$39,750.00
Dumpsters	14.00	Mo	\$ 1,250.00	\$17,500.00
Trash collection and disposals	14.00	Mo	\$ 850.00	\$11,900.00
Punchlist	1.00	LS	\$ 25,000.00	\$25,000.00
Photos	14.00	LS	\$ 300.00	\$4,200.00
			<b>TOTAL GC'S</b>	<b>\$1,518,950.00</b>



*... creating a better quality of life*

## **CONSENT AGENDA**

August 5, 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 August 2, 2016**

### **A. Flow Monitor & Rain Gauge Replacements**

#### **Background**

Currently, the Department is contracted with ADS, LLC to operate and maintain the Department's nineteen (19) permanent flow monitors and seven (7) rain gauges within the sewer system. As of now, out of the nineteen (19) monitors, there are four (4) remaining that are an older model of flow monitor called the Flowshark. These have been budgeted to be replaced because ADS has received notifications from AT&T to phase out the monitors and rain gauges that required the "2G" network. The Flowshark Models use this "2G" network.

With the replacement of the old flow monitors, staff also budgeted to install stand-alone Rain Alert III rain gauges along with a replacement of one tipping bucket. Six (6) of the seven (7) rain gauges utilized the old Flowshark monitors that are being phased out. ADS has developed these new Rain Alert III gauges as replacements.

Staff has taken a phased approach for replacement of all of this equipment and these purchases will conclude our replacements. ADS is also continuing to offer the trade-in value of \$1,500 each.

In addition to budgeting the replacement of the monitors, staff budgeted to install one additional monitor for the Joe B. Jackson "Area". This area is currently added into the MF 12 flow basin. This new basin will be called MF12A as shown in the attached exhibit. With all of the construction and growth in this Area a monitor will help determine if a section of line is damaged during construction for the short term, but also help staff determine if I/I starts occurring in the system for the long term.

Funding for the replacement of four (4) monitors, purchase of one (1) new monitor, the replacement of six (6) rain gauges and one (1) tipping bucket was approved within the 2016/2017 Rate Funded Capital Budget at a total of \$44,740.

#### **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 2, 2016.

**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](http://www.murfreesborotn.gov)

## **Recommendations**

It is recommended that City Council approve to purchase the five (5) monitors, six (6) rain gauges and one (1) tipping bucket in the amount of \$38,887.41, which is \$5,852.59 under budget.

## **Fiscal Impact**

This purchase was approved as a rate funded capital purchase within the 2016/2017 Rate Funded Capital Budget.

## **Attachments**

ADS quote for equipment  
Flow Monitor Area Exhibit

## **B. Purchase Rockwell Automation TechConnect Support**

### **Background**

Our current Rockwell Automation software support will expire on July 31, 2016. The Department uses the Rockwell Automation applications to run, program, connect, and view the collection and water treatment control systems. It is critical that these control systems continue to function as needed to enable the processes to run. This TechConnect Support includes technical support for any issues with the systems and software updates.

The pricing is available single sourced from our appointed distributor, Stuart C. Irby Co.

### **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 2, 2016.

### **Recommendation**

It is recommended that City Council approve the purchase of the referenced TechConnect Support for 1 year in the amount of \$9,936.

### **Fiscal Impact**

Funding for the support would come from prepaid maintenance accounts for water and wastewater in the Department's approved FY17 operating accounts. Cost for 1 year renewal is \$9,936. A multi-year option is available, which locks in the current price for 3 years for a cost of \$29,808. The 3 year term will not be a viable option because the current legacy hardware support will be removed when the wastewater plant controls are replaced in the 4D expansion project.

### **Attachments**

TechConnect Support Quote 2016

### **C. Streaming Current Charge Analyzer Replacement**

#### **Background**

The Stones River Water Treatment Plant uses a Streaming Current Charge Analyzer to optimize coagulant and polymer dosing. This piece of equipment is instrumental to maintaining a stable dosage for treatment. We currently have a Streaming Current Charge Analyzer that has failed and needs to be replaced as soon as possible.

Staff received a quote from Chemtrac, Inc. the sole source vendor for Chemtrac, Inc. manufactured equipment.

#### **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 2, 2016.

#### **Recommendations**

It is recommended that City Council approve the purchase of the Streaming Current Charge Analyzer in accordance with the quote provided by Chemtrac, Inc.

#### **Fiscal Impact**

The cost of the Streaming Current Charge Analyzer is \$10,593. Total cost of the instrument will come from rate funded capital reserves.

#### **Attachments**

Chemtrac, Inc. Quote

### **D. Sole Source Purchase of Odor Control Products**

#### **Background**

The Department has been using the odor control product called "Pit Raider" and "Nutri Pro" developed and furnished by State Chemical since 2013. These chemicals are being fed through the Kensington Pump Station to Saratoga Subdivision to control ongoing odor issues. Since the department started using these products, the odor in this area has been all but eliminated. This worked to eliminate resident complaints. To keep costs down, the department works closely with a state chemical representative who performs weekly visits to develop optimal feed rates during summer dry and winter wet months.

#### **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 2, 2016.

#### **Recommendations**

It is recommended that City Council approve the sole source purchase of Pit Raider and Nutri Pro odor control from State Industrial Products.

## **Fiscal Impact**

State Chemical pricing for the Pit Raider and Nutri Pro will remain the same through the FY 2016/2017. The cost of the product used during last year's budget was \$45,732.87. The Department has budgeted \$50,000 in the operating account *Sewer Pump Station Operations & Maintenance\Odor Control*.

## **Attachment**

Letter from State Chemical

### **E. Contract Renewal Parking Lot Sealant**

## **Background**

On May 21, 2015, bids were opened at Operations and Maintenance to prepare surfaces, seal asphalt, and repaint traffic markings for the parking lots located at the Administration Building, Operations & Maintenance, and Water Plant. We received three bids and accepted the lowest from Pavement Restorations. We were satisfied with the quality of work provided and the project was completed in a timely fashion.

## **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 2, 2016.

## **Recommendations**

It is recommended that City Council approve extending the contract term for an additional 2 year period with the entire contract not to exceed five (5) years.

## **Fiscal Impact**

Staff anticipates an \$8,500 expense to furnish sealcoating services to various pump station locations. The funding for this project was included in the **Collection & Sewer Rehab Capital Budget 2016-2017**. A line item for *Pump Station Asphalt Sealing* for \$10,000 is listed in *Account 350 Land Improvements/Structure Improvements*.

## **Attachments**

Renewal Letter  
First Amendment to Contract

### **F. Invasive Plant Parrot Feather at Murfree Spring Wetlands Extension of Contract with Aqua Services for Herbicide Treatments**

## **Background**

Parrot feather (*Myriophyllum aquaticum*) is an invasive, non-native plant that thrives in spring-fed, slow moving waters. Native to South America, it is a detriment to native flora and fauna here. Since 2006 or 2007, it has been present in Murfree Spring wetlands. Between the fall of 2011 and spring of 2014, the City employed an aquatic weed specialist to apply herbicides to reduce and control the parrot feather in

the Murfree Spring wetlands. Without treatment in 2014, the parrot feather returned to cover a large part of the wetland.

After considering two or three methods for management of the parrot feather, staff concluded it best to continue herbicide treatments. The City contracted with Aqua Services in 2015 for one year of treatment with provision for second year.

In addition to this treatment, a Murfree Spring wetlands task force is developing a management plan for maintaining the wetlands as a park and a sensitive ecosystem. The task force formed earlier this year is comprised of staff from Urban Environmental, Parks and Recreation, Engineering, and Water and Sewer.

### **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 2, 2016.

### **Recommendation**

It is recommended that City Council approve extension of our contract with Aqua Services, for a second year of herbicide application to combat the parrot feather at the Murfree Spring wetlands.

### **Fiscal Impact**

Cost will be \$22,200, and funds will be drawn from the stormwater fund; reference ORG 32720698, object 52900, other contractual services. The FY 2016-17 budget includes \$30,000 for invasive plant treatments.

### **Attachments**

Photos; contract extension

### **G. Middle Tennessee Boulevard (MTB) Work Change Directive Additional 8" Sewer Main to Alumni Gym**

### **Background**

This project was originally bid June 2, 2015 and then re-bid October 8, 2015. Jarrett Builders, Inc. was awarded the project by City Council at the November 19, 2015 meeting. The total water and sewer bid was in the amount of \$1,640,567.50.

A notice to proceed was issued on January 11, 2016 and construction is well underway. During the re-construction of the sewer main extending from Bell Street north along MTB it was determined that an existing 8" sewer service extended from the existing sewer main over to the MTSU Alumni Gym. This sewer service was not shown as existing in our GIS maps. This service being unknown along with the fact that the sewer main replacement was designed by Wiser Company shallower than the existing sewer was going to require the entire length of sewer service from MTB to the Gym to be re-laid. The distance from MTB is over 200 feet in length and crosses multiple utilities both public and private. A better route was determined, which was to re-route the existing service over to Faulkinberry Drive. Either replacement scenario will require the installation of two (2) manholes, but extending the sewer from Faulkinberry is only 182 feet and doesn't cross as many utilities.

## **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 2, 2016.

## **Recommendation**

It is recommended that City Council approve the Work Change Directive to replace the 8" sewer service with an 8" sewer main to the Alumni Gym. This work will be added to a future Change Order for the project and will increase the contract in the amount of \$32,320.

## **Fiscal Impact**

This project was funded from working capital reserves. Funds are available for this work change directive.

## **Attachments**

Work Change Directive  
GIS Exhibit

## **H. 2015 Sanitary Sewer Rehabilitation Change Order 2**

### **Background**

Bids were received for the 2015 Sewer Rehabilitation project on October 13, 2015 and the Board approved to award the project to SBW Constructors, LLC (SBW) in the amount of \$2,737,276.90. At the April 2016 Board meeting, Change Order #1 was approved.

One of the items within Change Order #1 was for SBW to sand-blast, clean and coat the inside of the VA Pump Station dry-pit (PS#28) with an epoxy coating. This work is going to be in conjunction with the work on the pump station wet well, which is also being completed per the original contract amount with SBW. SBW has agreed to perform this work at the time that John Bouchard, through our Mechanical & Electrical Services Contract, will be changing and upsizing the pumps within the station.

Long story short, the pumps for the John Bouchard work are not scheduled for delivery until August which is after the July 12<sup>th</sup> completion date for the contract with SBW. Therefore, this change order is to request additional time so all of the above work can take place at the same time.

The requested time is for 80 days. This will give time for the pumps to be delivered as well as time for coordination and installation between John Bouchard and SBW.

## **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 2, 2016.

## **Recommendation**

It is recommended that City Council approve Change Order #2 to add 80 additional days to the contract.

## Fiscal Impact

No additional impact. Funding is coming from the 2014/2015 & 2015/2016 Rate Funded Rehabilitation Budgets & 2014/2015 Working Capital Reserves. The below table shows the remaining allocation.

<b>Rehab Rate Funded Budget 2014/2015</b>				
<b>Total Budget</b>	<b>WO#</b>	<b>Project</b>	<b>Project Expenditure</b>	<b>Remaining 2014/2015 Budget</b>
\$1,250,000	112.233	Basin MF02,07, 09B & MH's	\$158,677.45	\$1,091,322.55
	112.369	Rehab Specifications	9,833.75	\$1,081,488.80
	112.334	LEA Review of Basins 6-3 & 6-4	\$6,922.50	<b>\$1,074,566.30</b>
<b>Rehab Rate Funded Budget 2015/2016</b>				
<b>Total Budget</b>	<b>WO#</b>	<b>Project</b>	<b>Project Expenditure</b>	<b>Remaining 2015/2016 Budget</b>
\$1,250,000 + \$1,074,566.30	112.369	Rehab Specifications	\$5,166.25	\$2,319,400.05
	112.466	Rehab Project Design	<b>\$233,250</b>	<b>\$2,086,150.05</b>
<b>Working Capital Reserves 2014/2015</b>				
<b>Total Budget</b>	<b>WO#</b>	<b>Project</b>	<b>Project Expenditure</b>	<b>Remaining 2015/2016 Budget</b>
\$1,000,000 + <b>\$2,086,150.05</b>	112.142	LMK Demo	\$4,650.00	<b>\$3,081,500.05</b>
	112.467	Rehab Project Construction	<b>\$2,795,063.50</b>	<b>\$286,436.55</b>

## Attachments

LEA Recommendation  
Change Order #2

### I. NW Broad Street Pump Station Replacements Change Order 4

#### Background

Within the original contract, there was a \$10,000 Miscellaneous Allowance set up to be used for unforeseen circumstances and small miscellaneous changes to the project. Within the previous three (3) change orders it has been approved to use \$4,705 of this allowance for various changes.

Attached is a recommendation letter from Civil Infrastructure Associates (CIA) that requests the additional use of this allowance in the amount of \$2,200, for the upsize of the access gate. A total of \$3,095 will remain.

Also begin requested, through Change Order #4 is 45 additional days to complete the project. J. Cumby Construction (Cumby) and their sub-contractor has experienced numerous problems with the bore under NW Broad Street as explained in CIA's letter. Cumby cannot complete the remaining gravity sewer construction and landscaping in front of the Kubota until the bore is complete. This additional time will give them time to install the landscaping at a more appropriate time of the year as well.

## **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 2, 2016.

## **Recommendation**

It is recommended that City Council approve Change Order #4 to add 45 days to the construction contract time. The work completed through the Miscellaneous Allowance does not change the original contract amount.

## **Fiscal Impact**

\$1.5M was committed in the Working Capital Reserves account for FY 2015-2016 for pump station upgrades.

## **Attachments**

CIA Recommendation Letter  
Change Order #4  
J. Cumby Request Letter

### **J. Spence Creek Watershed Study Phase 1 Budget Amendment Phase 2 Proposal FEMA Conditional Letter of Map Revision**

We requested and are presenting for your approval a proposal from Neil-Schaffer (NS) to provide a budget amendment for the current Spence Creek Watershed Study and a Phase 2 Proposal to submit a request for a Conditional Letter of Map Amendment (CLOMR) to FEMA.

## **Background**

In March 2014, the City of Murfreesboro authorized NS to conduct the Spence Creek Watershed Study in an area located along New Salem Highway (State Route 99) west of Interstate 24. An exhibit of the study area is attached. The purpose was to study an existing flooding condition on Spence Creek at St. Andrews Drive, update the flood study of Spence Creek, and perform a water quality evaluation of Spence Creek. The study is approximately 80 percent complete.

During the course of the study, NS coordinated and evaluated several proposed modifications to St. Andrews Drive crossing at Spence Creek between the City and the roadway designer. Because of the complexity of the crossing as an existing floodplain, existing utilities, existing homes, and limited ROW and easements, these complex evaluation and models could not be anticipated in the initial scoping. However, as a significant goal of the Watershed Study, we determined that this level of evaluation and modeling was appropriate to address the existing flooding condition at this location.

During the performance period of the Study, we engaged the Tennessee Department of Transportation (TDOT) regarding the improvements to New Salem Highway (State Route 99). It was determined that the modifications proposed along Spence Creek would be best addressed in the flood study of this Watershed Study. Therefore, NS incorporated additional study information on the proposed New Salem Highway improvements.

We then discussed study strategy and approval approach with FEMA Region 4 and their FEMA Map Update contractor. FEMA Region 4 indicated the most appropriate method to incorporate the flood study work, proposed modifications to St. Andrews Drive, and proposed modifications to New Salem Highway along Spence Creek was to submit a request for a Conditional Letter of Map Revisions (CLOMR) for review and approval by FEMA.

NS has provided the attached proposal for a budget amendment to Phase 1 for \$30,000. Additionally, NS proposes to complete the CLOMR submittal for \$75,500.

### **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 2, 2016.

### **Recommendation**

It is recommended that City Council approve the attached NS proposal for \$105,500 from the Stormwater Capital Reserve.

### **Fiscal Impact**

Spence Creek Watershed Study and flooding improvements to St Andrews Drive are identified in the current version of the Stormwater CIP and the NS proposal for \$105,500 is proposed to be funded from the Stormwater Capital Reserves.

### **Attachments**

Spence Creek Watershed Study Vicinity Map  
Neil-Schaffer Proposal

### **K. Pre-Bid, Bid, and Construction Phase Services North Murfreesboro Drainage Study Basins 1, 2, 23 and 24**

We requested and are presenting for your approval a proposal from Huddleston Steele Engineering (HSE) to provide pre-bid, bid, and construction phase services for Basins 1, 2, 23, and 24 (Haynes Drive and Memorial Boulevard) in the North Murfreesboro Drainage Study.

### **Background**

In June 2010, the City of Murfreesboro authorized HSE to conduct the North Murfreesboro Drainage Study in an area located along and east and west of Memorial Boulevard between Haynes Drive and Thompson Lane. The study resulted in the identification, characterization, and evaluation of 25 sub-area drainage basins. Basins 1, 2, 23, and 24 were identified as needing additional study and surveying to address water quality and existing drainage system inadequacies. In October 2012, HSE was authorized to conduct a Preliminary Engineering and Surveying Task. An exhibit representative of this work is attached. Later, HSE conducted 6 detailed easement surveys of properties in Basins 1, 2, 23, and 24. Based on discussions with City staff, City Administration, and the design team, the project is ready to progress to the next stage. To that end, HSE has provided the attached proposal for pre-bid, bid, and construction phase services in three phases for a total of \$32,500.

### **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 2, 2016.

### **Recommendation**

It is recommended that City Council approve the attached HSE proposal for \$32,500 from the Stormwater Capital Reserve. We are available to review the proposal and answer your questions.

### **Fiscal Impact**

Haynes Drive and Memorial Boulevard is on the current version of the Stormwater CIP and the HSE proposal for \$32,500 is proposed to be funded from the Stormwater Capital Reserves.

### **Attachments**

Conceptual Design Plan North Murfreesboro Drainage Study Basins 1, 2, 23, and 24  
Huddleston Steele Proposal

### **L. Additional Geotechnical Engineering Services & Materials Testing Sinking Creek WWTP, Phase 4D**

#### **Background**

At the February 2015 meeting, the Board approved a proposal from TTL, Inc. to perform geotechnical engineering services and materials testing during the proposed construction of the Sinking Creek Wastewater Treatment Plant Phase 4D Expansion. Their proposal was estimated using the number of trips to the site, the number of inspections as well as the number of concrete tests that would be required during construction, which is based on the information provided from 3D Enterprises and Smith Seckman Reid (SSR).

TTL has worked for the Department in the past on the Headworks and Southwest Pump Station projects and their estimations were fairly correct. However, it came to staff's attention last month that the total invoiced amount was approaching the total previously approved by the Board, which was \$76,000. After a call to TTL and SSR, staff realized that the work TTL was to perform was not near complete. Therefore TTL has provided the attached explanation and requested to approve an additional \$70,000 to complete the project.

The original proposal as well as this additional proposal is on a time and materials basis and per the unit pricing in the construction testing schedule originally submitted.

### **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 2, 2016.

### **Recommendation**

It is recommended that City Council approve the additional \$70,000 for the geotechnical engineering services and materials testing associated with the construction of the Sinking Creek Wastewater Treatment Plant Phase 4D Expansion.

## **Fiscal Impact**

Funding the engineering services is recommended to come from the secured SRF loans designated for the Phase 4D Expansion project.

## **Attachments**

TTL – Additional Construction Testing Proposal & Spreadsheet

### **M. Murfreesboro Electric Department Required Power Contracts**

#### **Background**

Department staff was contacted by Murfreesboro Electric Department (MED) regarding the attached power contracts. It has been the practice of MED, in the past, to not obtain a power contract for any account that belongs to the City of Murfreesboro. However, TVA requires power contracts on all customers whose demand exceeds 1000 kW regardless if the customer is considered governmental, commercial, industrial, non-profit, etc. During a recent audit by TVA, two (2) of our accounts were flagged for not having a power contract since the demand for these accounts exceeded 1000 kW. Both of these accounts are for the Stones River Water Treatment Plant at 5528 Sam Jared Dr. Account 18034-063 establishes a 1500 kW demand, based upon the 1500 KVA transformer and the second account, 180434-064, establishes a 2500 kW demand, based upon the 2500 KVA transformer.

The power contracts that were originally submitted were the same format that MED used for every other customer, however, these contracts have been reviewed, revised and approved as to form by the City's Legal Department. These contracts will not change any of the services provided to us, they just establish a formal agreement for providing power.

None of the accounts have exceeded the maximum demand that has been established for them.

#### **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 2, 2016.

#### **Recommendation**

It is recommended that City Council approve the power contracts.

#### **Fiscal Impact**

These power rates in the attached contracts are accounted for in the Water Treatment Plant's operating accounts.

#### **Attachments**

General Power Contract for the Water Treatment Plant Account 18034063  
General Power Contract for the Water Treatment Plant Account 18034064

**N. Biosolids Master Plan – SSR Task Order 14-41-018.1  
In Conjunction with the City of Murfreesboro Comprehensive Plan**

**Summary Statement**

Staff requests approval of Smith Seckman Reid (SSR) Task Order 14-41-018.1 to create a Biosolids Master Plan. SSR's proposed task order and accompanying scope of services is attached.

**Background**

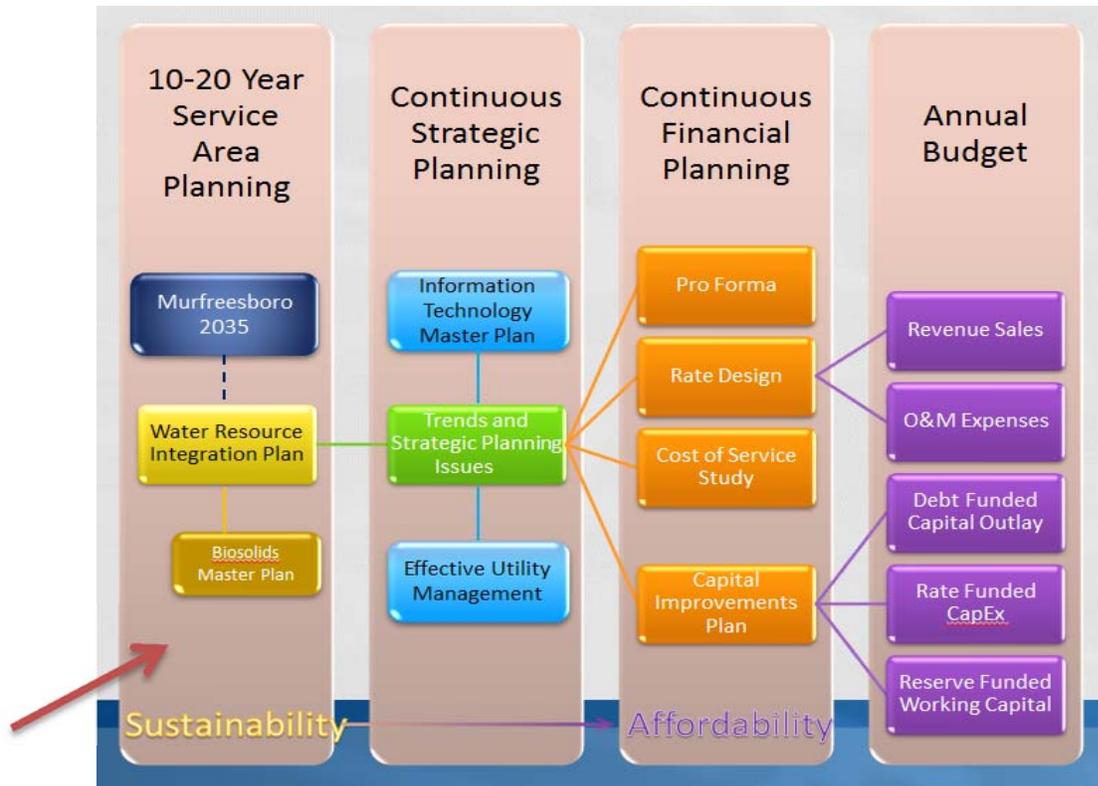
As you may recall, staff had interactions in February of this year with Republic Services, the owner and operator of Middlepoint landfill in the Walter Hill area, regarding odors they were claiming came from the biosolids generated at the Sinking Creek plant. The general public was complaining significantly to their State of Tennessee congressman, who in turn forced a response and subsequent action plan by Republic Services.

I asserted at that time and still maintain the assertion that the biosolids were not the cause of the odor at the landfill. MWSD dumps approximately 75 tons per day at Middlepoint, which constitutes 2.5% of the total tonnage of garbage, or 3,000 tons, dumped on a daily basis at the landfill. However, the end result was that MWSD was limited to what times we were allowed to dump biosolids at the landfill.

As somewhat of a fall-out from this interaction, a Mr. Jason Repsher with the Tennessee Department of Environment and Conservation (TDEC) Solid Waste Division met with Mr. John Strickland and conducted a site visit of the Sinking Creek Plant's biosolids facility to see if the odor was as egregious as claimed at the landfill. Mr. Repsher agreed that MWSD's biosolids were most likely not the issue. Mr. Strickland prepared the attachment suggesting how MWSD could help and recommended that Republic only limit our windows of time for dumping to "screenings". Ultimately, TDEC agreed to this condition and our permit was modified accordingly.

I bring up this history to not only demonstrate how professional our staff handled this challenge, but also to bring up Mr. Repsher's professional opinion that Middlepoint landfill would not be able to accept MWSD's biosolids outside of a five (5) year horizon. This came as somewhat of a shock to staff, having always thought we had a seven (7) to eight (8) year window. Mr. Repsher stated that while municipal solid waste would have that amount of time, the biosolids would not be able to be dumped due to the steep slopes that would start to form on the face of the landfill.

This epiphany caused staff to start discussing biosolids handling and management sooner than expected. We sat down with Smith Seckman and Reid, who has expertise in biosolids management master planning and treatment, and requested a task order that would complement the Water Resource Integration Plan (WRIP) and City Comprehensive plan (Murfreesboro 2035) currently underway. The WRIP only had allotted around \$1,800 to a biosolids evaluation. That is not enough to guide MWSD through the next twenty (20) years. I have modified a graphic that I have brought before the Board several times, that demonstrates the Department's overall goal to balance sustainability with affordability. The WRIP is identified as the longer term planning or parent document to the Department's annual Trends and Strategic Planning Issues document (which is supported by the Department's Information Technology Master Plan and the Effective Utility Management model). The Trends and Strategic Planning document guides our financial planning and financial commitments as well as ultimately controls our annual budget. We believe that the Biosolids Master Plan is a companion document to the WRIP. Although biosolids management and handling will be somewhat less significant than how we integrate our water resources, it nonetheless will have a considerable social, economic and environmental impact.



An additional need for this document is to provide support for the City of Murfreesboro’s Solid Waste Master Plan. The City’s Solid Waste Master Plan is around \$250,000 and will be created by Gershman, Brickman and Bratton (GBB). The City dumps approximately 110 tons of garbage on a daily basis as compared to the Department’s 75 tons of biosolids per day.

To give the Board an assessment of cost associated with handling and disposing of biosolids, the Department’s fiscal year 2015 cost of service study indicates that the total cost of sludge hauling and disposal was \$1,078,065. If you add a tipping fee of \$35 per ton that a landfill would charge, you are adding \$958,125 annual costs to the operation.

Similar to the WRIP, the Biosolids Master Plan is intended to provide pragmatic solutions to anticipated growth by leveraging existing infrastructure, but also to provide vision regarding paradigm shifts occurring within the water utility industry. For example, the Water Resources Utility of the Future ... A Blueprint for Action jointly developed by the North American Clean Water Association (NACWA), Water Environment Research Foundation (WERF) and the Water Environment Federation (WEF), espouses the following transitions from the past to the future:

Past Mindset	Future Paradigm
Handlers of wastewater	Managers of sustainable resources
Seeking permit compliance	Watershed-scale environmental leaders seeking least-cost, highest return solutions
Engineers designing treatment plants	Regional planners of weather-resilient, green communities
Isolated public service units	Integrated members of economically thriving local communities

There is cause for optimism; as water is able to be beneficially reused, so can biosolids. Biosolids are a local and renewable resource. Their reuse is the ultimate in recycling. We have the potential (based on the business case) of taking something that was considered a waste, treating it, and converting it to a valuable product and using it to benefit the environment. There is attractiveness to the environmental and social benefit of reusing something that was once considered a waste.

Biosolids are a great soil conditioner. They contain slow-releasing nutrients that are more eco-friendly than chemical fertilizers because they add organic matter to enrich depleted soils and fibrous matter to improve the soil's ability to hold water. Biosolids are highly valued by many - especially farmers - because they contain all of the essential plant nutrients as well as vital organic matter that help plants grow.

### **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 2, 2016.

### **Recommendation**

It is recommended that City Council approve SSR Task Order 14-41-018.1 to create a Biosolids Master Plan in support of the City of Murfreesboro's Comprehensive Plan and Solid Waste Master Plan.

### **Fiscal Impact**

The creation of the Biosolids Master Plan is an hourly not to exceed fee of \$84,740. The funding for this task order is recommended to come from working capital reserves. This amount has not been programmed into the 5-yr CIP; however, ample funds exist to conduct this study in FY17.

<b>TASK</b>	<b>COST</b>
Task 1- Summarize Existing Biosolids Management Approach, Review of Viable Alternatives Workshop & Costs	\$25,660
Task 2- Comprehensive Evaluation of Selected Solids Mgmnt Plan Alternatives	\$47,960
Task 3- Recommended Biosolids Management Plan Report	\$11,120
<b>TOTAL</b>	<b>\$84,740</b>

### **Attachments**

Memo dated 2/5/16 to TDEC Regarding Odor Complaints at Middlepoint Landfill  
SSR Amendment to Task Order 14-41-018.1  
Hourly Breakdown of Project Tasks

### **O. DeJarnette Lane Pump Station # 13 Replacement Award of Contract**

#### **Background**

In May of 2013 the Board approved the Engineering, for the replacement of Pump Station #13 along DeJarnette Lane, to Huddleston Steele Engineering (H/S). Pump station #13 is located north of DeJarnette Lane across from Oakland High School. This pump station went into service in 1972 so it has been in operation for forty-three (43) years. The most recent estimate for the project was in the amount of \$1M.

The design has been completed and bids were received on July 14<sup>th</sup>. Only two (2) bids were received out of four (4) plan holders. Even though only two bids were received, they were within \$15,000 of each other. A recommendation from H/S along with the bid tabulation is attached. H/S recommends awarding the project to W&O Construction in the amount of \$1,515,000.00. They were the lowest responsible and responsive bidder for the project.

### **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 2, 2016.

### **Recommendation**

It is recommended that City Council award the contract to W&O Construction.

### **Fiscal Impact**

Funding of the low bid amount of \$1,515,000 is recommended to come from the Department's working capital reserves. This construction project has been programmed into the Department's 5-year capital improvement plan in the amount of \$1M, but there is enough within the reserves account to fund the additional \$515,000. The 5-yr CIP has been updated and highlighted to reflect the adjusted amount.

### **Attachments**

H/S Recommendation & Bid Tabulation

### **P. Extension of SSR Task Order 09-47-001.3 (Amendment #3) for 2016 East and West Fork Stones River Bioassessment Sampling**

#### **Summary Statement**

AquAeTer has completed its water quality and stream assessments for the West and East Fork Stones River commissioned for 2014 and 2015. The bioassessment monitoring results were very encouraging and demonstrate that the West Fork Stones River is healthy and meeting its designated uses. The Department's 2016 draft National Pollution Discharge Elimination System (NPDES) permit incorporated some of these results in the rationale and we believe the Tennessee Department of Environment and Conservation (TDEC) is open to further dialog about how bioassessment sampling can be incorporated in the Department's 2021 NPDES permit. We believe the attached summary of work and associated task order is necessary to continue this work through the summer and fall of 2016, as a next installment of developing the protocol that we believe will help create a new permitting framework for the City of Murfreesboro with TDEC.

#### **Background**

In June 2013 and March of 2014, the Board approved Smith Seckman Reid, Inc. (SSR) and AquAeTer to commence sampling of the East Fork and West Fork Stones River in support of renewing our existing NPDES permit application, and introduce the option to TDEC for an additional outfall on the East Fork Stones River.

These sampling results are intended to support the strategy of approaching TDEC to offer alternate permitting potentials to the City of Murfreesboro as we attempt to get ahead of the growth projected in the

City's Murfreesboro 2035 Comprehensive Plan. One of the main overarching goals that the Department has over the next twenty (20) years is to influence the regulatory framework focusing on reclaimed water.

Effluent discharged from "wastewater" plants is no longer a "waste" product, but in fact becoming an ever increasing, sought after commodity. The results of AquAeTer's sampling reinforce the argument that the effluent released from the Sinking Creek Plant actually improves the health of the West Fork Stones River.

SSR and AquAeTer have been assembling a data set that staff believes demonstrates that effluent discharged into W. Fork enhances the water quality of the river. The data demonstrates that the biology in the stream is healthy and that the stream is in fact meeting its designated uses. See attached exhibit.

Staff supplied the Board a summary of future objectives and action items associated with the on-going dialog with TDEC. The following bullets are an update of previous objectives and action items:

- 1) Demonstrate the Sinking Creek plant's effluent meets the Environmental Protection Agency's (EPA) anti-degradation criteria:
  - a. **Ongoing** – Through continued biological sampling of the West and East Fork Stones River.
  - b. **Ongoing** – Through enhanced monitoring techniques such as a 90-day time series Biochemical Oxygen Demand (BOD) test.
  - c. **New** – Developing a Waste Load Allocation Study that proves there is no anti-degradation ("backsliding") associated with increased effluent BOD/ammonia load to the W. Fork Stones River.
- 2) **Completed** – Meet with TDEC officials to change the dialog from "reviewing the model results", to "reviewing the observed site-specific data results".
- 3) **Completed & Ongoing** – Initiate attempts to "de-list" the West Fork Stones River from the 303d impaired water bodies list.
- 4) **Ongoing** – Partner with TDEC in the paradigm shift that they are attempting to develop. Develop tactics that TDEC approves as proper implementation protocols and conforms to the new paradigm.
- 5) **Completed** – Ask for an extension of the Sinking Creek plant's current NPDES permit (expires May 31<sup>st</sup>, 2016, but must be reapplied for in November 2015) in a time frame that allows incorporation of site specific data (not modeling outputs) to properly determine if the West Fork Stones River is meeting its designated uses.
- 6) **New** – Develop a new NPDES permit rationale and framework "prototype" for TDEC review between now and MWSD's 2021 permit renewal.

I've attached an exhibit that shows how the Department's "dual path" approach is necessary to develop a new NPDES permitting framework prototype. I believe we've made great progress with TDEC in the bioassessment pathway, but need to meet with them and get their buy-in prior to initiating the waste load allocation modeling pathway.

## Concurrences

The Water and Sewer Board recommended approval at its meeting of August 2, 2016.

**Recommendation**

It is recommended that City Council approve amendment #3 to SSR Task Order 09-47-001.3 to allow for continued biological sampling of the West and East Fork Stones River as well as conducting 90-day time series Biochemical Oxygen Demand (BOD) sampling.

**Fiscal Impact**

The extension to sampling and monitoring the West and East Fork Stones River is a **net additional fee of \$98,920** from previous approved fee ceilings. The table below accounts for the increase in fee to a revised total of \$332,181. Staff recommends funding coming from the Department’s working capital reserves. MWSO’s 5-yr CIP budgeted \$375,000 for Stones River Water Quality studies between FY15 through FY17. \$50,000 is programmed into the 5-yr CIP for FY17 (highlighted). Previous years have had a shortfall of approximately \$100,000 on what was budgeted for FY15 and FY16.

<b>Firm</b>	<b>Scope</b>	<b>Original Fee</b>	<b>Amended #1</b>	<b>Amended #2</b>	<b>Amended #3</b>
SSR, Inc.	Complete 2016 NPDES Permit Application	\$0	\$0	\$12,000	\$0
SSR, Inc.	Project Management	\$25,000	\$25,000	\$25,000	\$0
AquAeTer, Inc.	Sampling of Water Quality Data	\$149,000	\$162,051	\$162,051	\$87,500
Laboratory	Testing	\$33,000	\$34,210	\$34,210	\$11,420
<b>TOTAL</b>		<b>\$207,000</b>	<b>\$221,261</b>	<b>\$233,261</b>	<b>\$332,181</b>

I have also increased the budget associated with the bullet items labeled as *NEW* in the background section of this memo to cover costs associated with developing a waste load allocation model and writing a new NPDES permit rationale for TDEC to consider as a new permitting framework prototype.

**Attachments**

- SSR Amendment to Task Order 09-47-001.2 Amendment #3
- AquAeTer Proposal to Conduct Water Quality and Biological Analyses of the East Fork and West Fork Stones River
- 2021 NPDES Permit Rationale Flowchart

**Q. Purchase GE GlobalCare Support**

**Background**

Our GE GlobalCare software support will expire on August 8, 2016. This software support renewal is for the GE iFix application that the Water and Wastewater Plants use to view and control the operations of the plant and remote sites. It is critical that this part of the control system continue to function as needed to enable the operators to monitor and control the processes. The GE GlobalCare Support renewal includes technical support for any issues with the iFix application and software updates.

The pricing is available single sourced from our appointed distributor, Advantage Industrial Automation.

**Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 2, 2016.

### **Recommendation**

It is recommended that City Council approve the purchase of the referenced GE GlobalCare Support for 1 year in the amount of \$28,124.59.

### **Fiscal Impact**

Funding for the support would come from prepaid maintenance accounts for water and wastewater. Cost for 1 year renewal is \$28,124.59.

### **Attachments**

GE GlobalCare Support Renewal Quote

### **R. Water Supply in J. Percy Priest Reservoir Proposal for Services from King and Spalding**

#### **Background**

In May of this year, I informed the Board of an engagement we entered into with King and Spalding (K&S) to provide a high level strategic review of the legal issues involving Murfreesboro and the United States Army Corps of Engineers (Corps) as pertaining to water supply out of J. Percy Priest Reservoir. The funding of this initial engagement was within the approval authority of the City Manager (i.e., less than \$25,000).

King and Spalding will be replacing the role that has heretofore been filled by Bass Berry and Sims (BB&S). Through my conversations with Ms. Jessie Zeigler it became apparent that BB&S had reached a limit in their effectiveness to reach acceptable outcomes for the Murfreesboro Water and Sewer Department with the Corps. Consolidated Utility District (CUD) has agreed that King and Spalding would be better suited to represent them moving forward and as such is cost-sharing in the future expense related to K&S's services.

The sporadic nature of the Corps delivering new information and the newly formed organization labeled the National Water Supply Alliance, and its anticipated effectiveness in dealing with the Corps on the national stage, disallows putting a fixed fee to King and Spalding's services. However, I am confident that K&S fees will be more effective and more than likely be less than the fees incurred by BB&S to date.

#### **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 2, 2016.

#### **Recommendation**

It is recommended that City Council approve utilizing King and Spalding in on-going negotiations with the Corps and other activities relating to the pending reallocation report.

#### **Attachments**

King and Spalding Proposal for Services

## **S. Asphalt Purchases Report**

### **Background**

The Legal and Purchasing Departments requested O&M to report monthly asphalt purchases to the Board and Council as consistent with a purchase of a perishable commodity pursuant to the Murfreesboro City Code Section 2-10 (E)(7) A purchase of perishable commodities made on the open market does not require public advertisement and competitive bids if a record is made by the person authorizing the purchase which specifies the amount paid, the items purchased and from whom the purchase was made in accordance with T.C.A. §6-56-304(7). Any such purchases shall be reported at least monthly to the City Council. If this method is used for fuel and fuel products, the purchase should be based, whenever possible, on three (3) competitive prices.

The City Code section merely says “report” not “approval”. Thus, staff will be placing a report (attached) on the Water and Sewer Board and City Council consent agenda monthly, but will be making the purchases prior on an “as needed” basis in conjunction with O&M’s construction projects.

The last sentence of 2-10(E) (7) states that if this method is used for fuel & fuel products (e.g., asphalt), the purchases should be based on 3 competitive prices whenever possible. Staff will seek three (3) competitive quotes; however, it is very rare if all paving manufacturers are paving the necessary “mix” for the application required by O&M crews. O&M uses hot mix binder and topping courses for its work associated with repairing trenches in City roads.

In most instances, the asphalt manufacturers are manufacturing different asphalt mixes and as such O&M’s purchase is a sole source. This will all be documented per the attached report.

### **Recommendation**

The asphalt reporting of purchases, consistent with purchases associated as perishable, fuel-based commodity is provided as information only. No recommendation is necessary.

### **Fiscal Impact**

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

### **Attachment**

Asphalt Purchase Report

Respectfully submitted,

Darren W. Gore  
Director

Attachments



1300 Meridian Street, Suite 3000  
 Huntsville, AL 35801  
 256-430-3366  
[www.adsenv.com](http://www.adsenv.com)  
 A Division of ADS LLC

**ADS Contact/Signature**  
 Luis Mijares  
 1300 Meridian Street, Suite 3000  
 Huntsville, AL 35801  
 Phone: 256-430-6494  
 E-Mail: LMijares@ldexcorp.com

**Murfreesboro Water & Sewer Department**  
**2200 NW Broad Street**  
**Murfreesboro, TN 37130**  
**Ms. Valerie Smith**

Quote Reference	Murfreesboro.EQP.TN.16-1
Date	3/2/2016
Terms	Net 30
Shipment	FOB Shipping Point
Delivery	30 days ARO
Price Validity	60 days

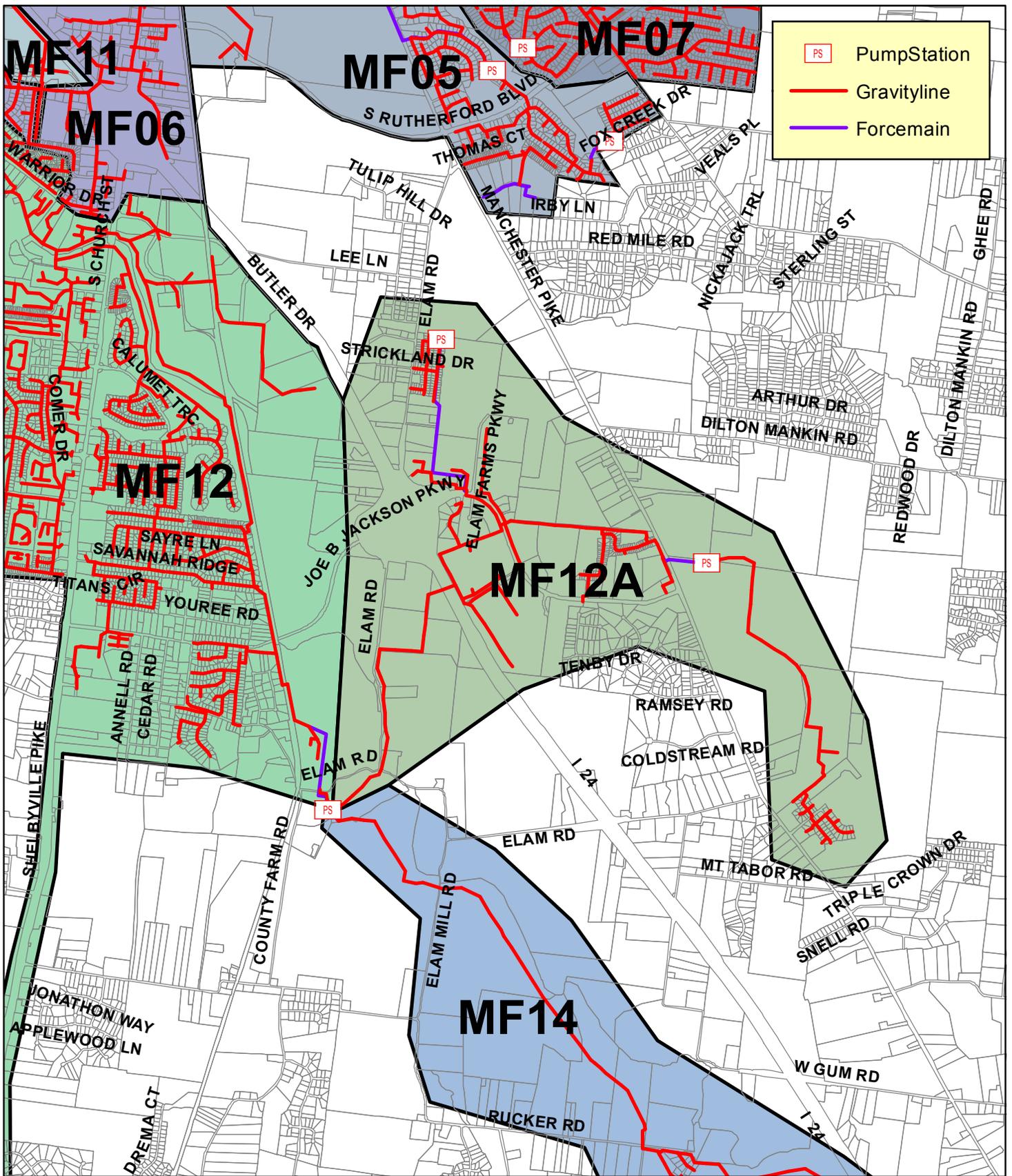
**5 Triton+ monitors with Trade in Allowance, 6 RainAlert III, 1 TB6**

Description	System(s)	Part Number	System Quantity	Spare Quantity	Unit Retail Price	Extended Price
<b>Complete Flow Monitoring Systems (Excluding Software)</b>						
FlowShark Triton +, GI, Wireless Monitoring System. IS Rated. Includes internal modem, mini wing antenna, peak combo sensor, and installation kit.	FS Triton +	FST+ Kit	5		5,840.00	29,200.00
<b>Rain Gauges and Tipping Buckets</b>						
RainAlert III with Wireless Modem & Antenna (Sun Shield and Tipping Bucket Not Included)	RainAlert III	6000-RA	6		1,430.00	8,580.00
TIPPING BUCKET,8",STANDARD,PLASTIC BASE (TB6)	RainAlert III	6000-0054	1		665.29	665.29
CABLE,TIPPING BUCKET,EXT 25'	RainAlert III				159.23	-
<b>Shipping (ODC) and Labor</b>						
Estimated Shipping at 1% of order					442.12	442.12
Extraordinary Labor (Enter total labor cost not including fringe)					-	-
Subtotal						38,887.41
Sales Tax	0%				-	0.00

**NOTES:**

- The above prices do not include labor to support the installation of the flow monitors.
- The above prices do not include any special, modified, or custom documentation or manuals that may be required. Standard ADS Environmental Services manuals, appropriate to the flow monitors delivered, are included with the equipment.
- Sale of the above equipment and software is subject to acceptance of ADS Environmental Services Equipment Sale Agreement. Activation of software requires users to execute
- Acceptance of this proposal for the purchase of ADS Products constitutes your and/or your company's agreement to ADS' Standard Terms and Conditions of Sale found at

<b>Client Name:</b>	<b>ADS LLC</b>
<b>Signature</b>	<b>Signature</b>
<b>Printed Name/Title</b>	<b>Printed Name/Title</b>
<b>Date</b>	<b>Date</b>



	PumpStation
	Gravityline
	Forcemain



MURFREESBORO WATER AND SEWER DEPARTMENT

# MF12A FLOW BASIN

City of  
**MURFREESBORO**  
TENNESSEE  
KMC 7/21/2016  
MF12A.MXD

4/6/2016

CITY OF MURFREESBORO  
2032 BLANTON DR  
MURFREESBORO, TN 37129-2912

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## Act Now to Continue Uninterrupted Technical Support & Product Updates

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To renew TechConnect<sup>SM</sup> support for another year, please reference the attached quote. To change service levels, add products or place an order, contact your local Rockwell Automation distributor. With a TechConnect program, your plant can always be connected to Rockwell Automation's world-class phone and electronic technical support. Whether you need help installing, configuring and maintaining equipment and software, obtaining current software updates, diagnosing and fixing operating problems, or performing basic programming tasks, we deliver the tools and answers you need to get and keep your industrial automation systems up and running.

### TECHCONNECT PROGRAM DELIVERABLES:

**Welcome Kit.** Materials include your service agreement (complete program details & authorization number), wallet cards, user's guide, and list of the software licenses at your site supported by the TechConnect agreement.

**Technical Support.** Real-time phone<sup>1</sup> and electronic support directly connects you with a product specialist who can help you install and configure, troubleshoot and diagnose.

**Technical Reference Library on DVD.** Updated annually, this electronic technical library puts user manuals and technical notes for Rockwell Automation products at your finger tips. Advanced search and on-demand printing capabilities make this portable resource the most convenient way to access technical information on the plant floor or off site.

**Software Updates.** For each software license covered by your TechConnect agreement, the latest revision is available for download 24x7x365 from our Web site with media shipments available upon request<sup>2</sup>. Upon renewal of your TechConnect agreement, we will automatically send update media for any supported license at your site that is not at the current revision.

**Training Advisor.** Assess the knowledge of your work force and build your tailored training plan with an expert online consultant. With the purchase of a TechConnect Support contract, your business location is entitled to one manager/administrator license for the length of the TechConnect Support contract.

<sup>1</sup> Excludes Self-Assist customers.

<sup>2</sup> Software updates are made available on disc for select products.

## TechConnect Support Options

Self-Assist Support	<b>WELCOME KIT</b> Essential support agreement information / Support authorization number / Local support telephone number / User guide
	<b>SOFTWARE MAINTENANCE I</b> Software update downloads
	<b>ONLINE SUPPORT CENTER ACCESS</b> Knowledgebase tech notes / Interactive forums / Product notifications / Manage service tickets / Submit questions via email
Product Support*	<b>REAL-TIME, PRODUCT-LEVEL PHONE SUPPORT</b> Standard product and programming software / Telephone and live chat support available in more than 20 languages
	<b>TRAINING ADVISOR</b> An online assessment tool to help you determine the knowledge of your work force and to build a tailored training plan
	<b>SOFTWARE MAINTENANCE II</b> Software update media / Emergency software replacement
System Support*	<b>REAL-TIME, SYSTEM-LEVEL SUPPORT</b> Standard product and programming software / Advanced software / Proactive followup / Single-point resolution
	<b>REMOTE DESKTOP TROUBLESHOOTING</b> Remote connection to your system, allowing Rockwell Automation engineers access troubleshoot issues collaboratively
	<b>GENIUS WEBINARS</b> Extend and apply knowledge gained via access to on-demand library of online technical seminars
Application Support*	<b>REAL-TIME APPLICATION-LEVEL SUPPORT</b> Designated support team / Dedicated telephone and email / Documentation and code familiarization / Application knowledge management / Periodic performance reviews
	<b>SURVEILLANCE AND ALARMING AND DATA ARCHIVING</b> Device and/or process monitoring and alarming at Rockwell Automation facility or remotely / Access to historical data for troubleshooting
	<b>APPLICATION-LEVEL ADMINISTRATION</b> Emergency backup / Performance tuning / Guaranteed field service call-out

\* Optional 24x7x365 upgrade

NOTE: You may select different TechConnect Support service levels for different areas of your plant or application. Please consult your local Rockwell Automation sales representative or distributor for details.



# TechConnect Support Quotation

Quote Number: 3800350212  
Quote Expires: 8/4/2016

Customer:  
CITY OF MURFREESBORO  
2032 BLANTON DR  
MURFREESBORO, TN 37129-2912

Appointed Distributor:  
NANCY RAMER  
STUART C IRBY CO  
1284 HEIL QUAKER BLVD  
LA VERGNE, TN 37086-3515

Support Start Date: 8/1/2016  
Support Expiration Date: 7/31/2017

## Contracts List

Item	Product	Qty	List Price	Sell Mult	Ext Net
1	<b>9800-DC8AUTOC</b> <i>Automation Control Hardware, Product Support, 8-5, M-F, 11-25 TOTAL DEVICES</i>	1	\$3,680.00	0.9	\$3,312.00
2	<b>9800-DC8LEHDWB</b> <i>Legacy Hardware, Product Support, 8-5, M-F, 6-20 TOTAL DEVICES</i>	1	\$2,270.00	0.9	\$2,043.00
3	<b>9800-DC8APP</b> <i>Application Software, Product Support, 8-5, M-F</i>	1	\$72.00	0.9	\$64.81
4	<b>9800-DC8HMICOM</b> <i>HMI Software, Product Support, 8-5, M-F</i>	1	\$5,018.00	0.9	\$4,516.19
<b>*Grand Total</b>					Net: \$9,936.00

## Multi-Year Option

### Multi-Year Option - Fixed Price 3-Year Contract

One-Time Payment or Billed Annually - Single PO for 3-Year Amount Required

\$29,808.00

Attached to this quote is a list of software packages registered to this site and covered by this support agreement. The above quoted price(s) is based on that list. During the term of this support agreement (including any Multi-Year term), Rockwell Automation reserves the right to periodically review the list of supported products registered to this site, and to make commensurate adjustments to the above quoted price(s) by way of supplemental billings in the event there are significant additions to the number of support products.

All prices are quoted in local currency. Prices and other commercial terms of sale are suggested only if support agreement is purchased through the local authorized Rockwell Automation distributor.

Cancellation of service is subject to a 25% charge, including reimbursement for direct costs. Cancellation is null and void if updates cannot be returned unopened, or if remaining term of service is less than 2 months.

**\*Important:** For support agreements that are renewed following their expiration date either:

- The support agreement will be back dated to the expiration date of the previous contract **OR**
- The customer will be charged a 30% reinstatement fee and the actual renewal date will be used as the new start date of the service.
  - If the customer's TechConnect support agreement has never included support for the product family in question, then the commercial "waive reinstatement" program applies for the respective packages.

For software packages that are removed from support and later reinstated, often referred to as 'frozen' and 'unfrozen', a 1.3 multiplier will be applied to each individual serial number, excluding Automation, Drives and Motion family products.

**Note:** There is a grace period of 10 business days after the date of the contract expiration where the customer can still access support. If the customer renews after the expiration date of the contract, the policy above will be enforced regardless of this grace period.

**Important:** This quote is for *TechConnect* technical support. The entitlements of the program are detailed in the accompanying letter.



# TechConnect Support Quotation

**Quote Number:** 3800350212  
**Quote Expires:** 8/4/2016

**Customer:**  
CITY OF MURFREESBORO  
2032 BLANTON DR  
MURFREESBORO, TN 37129-2912

**Appointed Distributor:**  
NANCY RAMER  
STUART C IRBY CO  
1284 HEIL QUAKER BLVD  
LA VERGNE, TN 37086-3515

## Software Listing

The following packages have been included in quote 3800350212

### Software Listing Report

Product	Description	Status	Install Count
9800-DC8AUTO	Automation Control Hardware		11
9357-ENETL3			2
1669055230	RSNetworx For Ethernet/Ip		1
1669069546	RSNetworx For Ethernet/Ip		1
9326-LGXARCHENE			1
2075015473	RSLogix Architect Software		1
9357-DNETL3			2
1235083419	RSNetworx For DeviceNet		1
1235097542	RSNetworx For DeviceNet		1
9357-CNETL3			2
1163068496	RSNetworx For Controlnet		1
1163084224	RSNetworx For Controlnet		1
9324-RLD700ENE			4
2022024726	Studio 5000 PRO, REPLACED W/9324-RLD700		1
2022029326	Studio 5000 PRO, REPLACED W/9324-RLD700		1
2022029325	Studio 5000 PRO, REPLACED W/9324-RLD700		1
2022029327	Studio 5000 PRO, REPLACED W/9324-RLD700		1

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9310-WED200ENE			1
1835022715	RSLogix Emulate 5000		1
9324-RL0300ENE			3
1012065354	RSLogix 500 Standard Edition Software		1
1012048863	RSLogix 500 Standard Edition Software		1
1012060138	RSLogix 500 Standard Edition Software		1
9310-WE0200E			2
1067042122	RSLogix Emulate 500 Software		1
1067029660	RSLogix Emulate 500 Software		1
9324-RL0700ENE			1
1014009191	RSLogix 500 Professional Edition swf		1
1760-PICOSOFTPRO			2
1899016031	PicoGFX Programming Software		1
1899016032	PicoGFX Programming Software		1
9800-DC8LEHDWB	Legacy Hardware		6
9310-WE5200E			1
1068028876	RSLogix Emulate 5 Software		1
9324-RL5300ENE			6
1112010038	RSLogix 5 Design and Config std Edn swf		1
1112045661	RSLogix 5 Design and Config std Edn swf		1
1112045665	RSLogix 5 Design and Config std Edn swf		1
1112045676	RSLogix 5 Design and Config std Edn swf		1
1112052327	RSLogix 5 Design and Config std Edn swf		1
1112052328	RSLogix 5 Design and Config std Edn swf		1
2706-MB1			1
ST0VB6WA	MessageBuilder Software		1
2711-ND3			1
ST1MC4JI	PanelView Accessory		1
9800-DC8APP	Application Software		1
9393-RST5000NENE	RSTRAINER FOR RSLOGIX 500 (ONLINE) SOFTWARE		1
2709000237	RSTrainer NL RSLogix 500 Online Mon S/w		1
9800-DC8HMICOM	HMI Software		10
9301-2SE2400	RSVIEW32 WORKS 32000 SOFTWARE		1
1340015749	RSView32 Works 32000 Tag 1 User Lic swf		1
9301-2SE3400	RSVIEW32 RUNTIME 32000 SOFTWARE		1
1420032683	RSView32 RT 32000 Tag 1 User Lic swf		1
9355-WABENE	RSLINX CLASSIC PROFESSIONAL SOFTWARE		2
1008002599	RSLINX CLASSIC PROFESSIONAL - ENGLISH		1
1008002101	RSLINX CLASSIC PROFESSIONAL - ENGLISH		1
9355-WABGWENE	RSLINX CLASSIC GATEWAY SOFTWARE		1
1006025513	Lnx Classic Gateway Data Management swf		1
9355-WABOEMENE	RSLINX CLASSIC OEM SOFTWARE		4
1005021226	Lnx Classic OEM Data Management EN swf		1
1005021236	Lnx Classic OEM Data Management EN swf		1



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1005083755	LnX Classic OEM Data Management EN sfw		1
1005231752	LnX Classic OEM Data Management EN sfw		1
9701-VWSTENE	FACTORYTALK VIEW STUDIO FOR FACTORYTALK ENTERPRISE SOFTWARE		1
2529050096	FT View Studio SE for FT View Ent EN sfw		1

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# 1 Commitment for Services Sales through Distribution

**General.** This Commitment ("Commitment") covers purchase by Distributor's customer ("Customer") from Distributor of services described in the Statement of Work (the "Work") to be provided by Rockwell Automation, Inc. and/or its affiliates ("Rockwell Automation"). Its terms are integral to the Statement of Work. In other words, Customer purchases the Work subject to the terms contained in this Commitment (as well as other terms that may be included elsewhere in the Statement of Work). These terms apply directly to Customer and Rockwell Automation. Previously negotiated and signed terms and conditions with Customer that include provisions between Rockwell Automation and Customer for sale of services through distribution supersede these terms.

**Warranty.** Rockwell Automation warrants that the Work will be performed in a workmanlike manner conforming to standard industry practice. Rockwell Automation must receive written notification of non-conforming Work within 30 days after the Work are provided. If the Work are confirmed to be non-conforming, Rockwell Automation will, at its option, re-perform the non-conforming Work or provide a refund or credit processed through Distributor in the amount paid for the non-conforming Work. THESE ARE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY OR BREACH OF CONTRACT ARISING FROM WARRANTED NON-CONFORMING SERVICES. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR PERFORMANCE OR APPLICATION WARRANTIES, OR INFRINGEMENT, WHETHER EXTENDING FROM ROCKWELL AUTOMATION OR DISTRIBUTOR.

NEITHER ROCKWELL AUTOMATION NOR CUSTOMER WILL BE LIABLE TO THE OTHER FOR BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, OR THE LIKE (WHETHER DIRECT OR INDIRECT) OR FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY TO EACH OTHER FOR ALL OTHER CLAIMS AND LIABILITIES WILL NOT EXCEED THE LESSER OF \$1,000,000 OR THE COST OF THE SERVICES. ROCKWELL AUTOMATION DISCLAIMS ALL LIABILITY FOR TO GRATUITOUS ASSISTANCE PROVIDED BY ROCKWELL AUTOMATION BUT NOT REQUIRED BY THE STATEMENT OF WORK. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS THE FORM OF ACTION, WHETHER CONTRACT, TORT, OR OTHERWISE, AND EXTEND TO THE BENEFIT OF ROCKWELL AUTOMATION'S VENDORS AND APPOINTED DISTRIBUTOR.

**Software.** To the extent Rockwell Automation provides or incorporates any software code that is not licensed under separate terms, Rockwell Automation grants Customer the nonexclusive, royalty free, non-transferable right and license to use the software code as set forth in the Work.

**Government Clauses and Contracts.** No government contract clauses, specification, or regulations apply to the Work, except to the extent agreed in writing by Rockwell Automation.

**Independent Terms.** Rockwell Automation is not a party to or bound by any contract between Customer and Distributor, including by Distributor's acceptance of a Customer purchase order. Distributor is an independent enterprise, not an agent or representative of Rockwell Automation, and is not authorized to bind Rockwell Automation.

**Effective Date.** This Commitment will become effective when Customer purchases the Work from Distributor. Customer agrees that by purchasing the Work it accepts the Statement of Work and Commitment. Absent such purchase, this Commitment will become null and void. No addition or modification to the Commitment and Statement of Work, including terms appearing in Customer's purchase order or requisition, will bind Rockwell Automation unless mutually agreed to in writing.

# Chemtrac, Inc.

1555 Oakbrook Drive  
Suite 100  
Norcross, Georgia 30093  
Phone (770) 449-6233 Fax (770) 447-0889

# QUOTATION

REFERENCE # MV0500131  
DATE: APRIL 19, 2016

**TO:**

Allison McGee  
Stones River WTP  
5528 Sam Jared Road  
Murfreesboro, TN 37130  
PH: (615) 848-3222, FX: (615) 848-3244

SALESPERSON	LOCAL REPRESENTATIVE	PROJECT	SHIP VIA	F.O.B. POINT	TERMS
Mark Vandiver	R28 The C.I. Thornburg Co	Murfreesboro, TN / Stones River WTP / HA600 & DT4	UPS	Norcross, GA	Net 30

QTY	MODEL	DESCRIPTION	UNIT PRICE	TOTAL
1	HA600-DT4-CC	Streaming Current Charge Analyzer with Color ¼ VGA Display, Graphical Trending, Data-Logging, Cascade Control, Flow Signal, 3 4-20mA Outputs, 2 Relays, Heavy-Duty Motor, Larger Probe Block for Higher Flows & Larger Solids, O&M Manual, 2 yr Warranty	\$10,593.00	\$10,593.00
<b>Delivery: 2 – 3 weeks</b>			SUBTOTAL	\$10,593.00
			SHIPPING & HANDLING	T.B.D.
			TOTAL	T.B.D.

This quote is valid for 90 days. The above pricing **does not** include cost associated with taxes, shipping, installation, or startup services unless otherwise stated. If you have any questions concerning this quotation, contact Mark Vandiver at (770) 449-6233.

**Thank you for your business!**



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Care for Work Environments®

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July 15, 2016

Jimmy

State Chemical will hold the 55 gallon Drum price for both Nutri Pro and Pit Raider the same for the City of Murfreesboro for the fiscal year of 2016/2017. During this time period there will be no price increases on the product.

The price per product will be as follows:

Pit Raider Drum 55 delivered price of \$ 1364.75

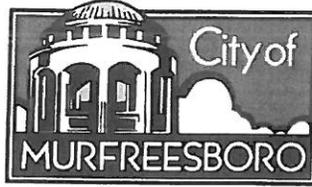
Nutri Pro Drum 55 delivered price of \$ 379.85

Please feel free to contact me if you have any other questions and as always it is a pleasure working with your team.

Sincerely,

Sherri Johnson  
Territory Manager  
615 -972-5196 cell

Craig Adams  
District Sales Manager  
State Industrial Products  
865-386-8553



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

June 15, 2016

Pavement Restorations, Inc.  
Jon Hargett, President  
10162 Stinson St  
Milan TN 38358

Dear Mr. Hargett:

This letter is to inform you that the Murfreesboro Water & Sewer Department is by this letter renewing the contract in place with Pavement Restorations for an additional two year period. The current contract for parking lot sealant and painting expires June 15, 2015. The contract terms included in the Invitation to Bid Section 1.41 are detailed below.

***Contract Terms:*** *The term of this contract shall be from June 15, 2015 through June 14, 2016 with the option to renew two additional (2) year option renewal periods with the entire contract not to exceed five (5) years.*

If you concur, please sign and return the enclosed First Amendment which will confirm you wish to continue the parking lot sealant and painting contract for the period of June 15, 2016 through June 14, 2018.

If you have any questions, please let me know.

Yours truly,

Terry Taylor  
Operations Manager  
Operations & Maintenance

**FIRST AMENDMENT OF CONTRACT  
BETWEEN  
PAVEMENT RESTORATIONS  
AND  
THE CITY OF MURFREESBORO, TENNESSEE**

This First Amendment ("First Amendment") to the Contract dated June 15th, 2015 ("Contract") is effective as of this 15 day of June 2016, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Pavement Restorations ("Contractor").

**RECITALS**

WHEREAS, on June 15th, 2015, the City of Murfreesboro, hereinafter referred to as "City", entered into a contract with Pavement Restorations, hereinafter referred to as "Contractor", for the provision of parking lot sealing and painting; and,

WHEREAS, the term of the contract between the City and Contractor is currently from June 15, 2015 to June 14, 2016; and,

WHEREAS, pursuant to clause 1.41. of the Invitation to Bid, the Contract automatically renews for an additional period or periods of time representing increments of no more than one (2) year for a total contract term of not more than five (5) years;

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to clause 1.41 of the Invitation to Bid for additional year(s);

NOW THEREFORE, the City and Contractor mutually agree to extend the term of the current Contract, with all previous amendments, from June 15, 2016 until June 14, 2018, with all terms, conditions and pricing of the contract remaining the same.

**CITY OF MURFREESBORO**

By: \_\_\_\_\_  
Shane McFarland, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Craig Tindall, City Attorney

\_\_\_\_\_  
Kelley Blevins Baker, Staff Attorney

**PAVEMENT RESTORATIONS**

By: Jon Hargett  
Printed Name: Jon Hargett  
Title: President

Kristi R. Collins  
Comm. exp. 1-19-20





*During lapse in treatment*



*During treatment*

Amendment to the Contract between  
Aqua Services, Inc. and  
The City of Murfreesboro, Tennessee

The Contract dated May 13, 2015, by and between Aqua Services, Inc. and the City of Murfreesboro ("City"), acting through its Murfreesboro Water and Sewer Department, for Aqua Services, Inc. to provide for herbicide treatment of the Discovery Center wetlands is here amended as follows:

1. To provide for a second, one year extension in accordance with Section 3 of the Contract.
2. In all respects, the terms, conditions and pricing (not to exceed \$22,200) of the Contract for the second year will remain the same as those in the first year.

AGREED:

CITY OF MURFREESBORO:

\_\_\_\_\_  
Shane McFarland, Mayor

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Craig Tindall, City Attorney

\_\_\_\_\_  
Date

AQUA SERVICES, INC.:

\_\_\_\_\_  
Terry Goldsby, President

\_\_\_\_\_  
Date



### CHANGE CONTROL FORM (CCF)

City of Murfreesboro  
 Engineering Department  
 111 West Vine Street  
 Murfreesboro, TN 37133

Contract No. 90036  
 Project Reconstruction of Middle TN Boulevard  
 PIN 112090.00  
 Fed. Proj. No. HPP/CM/STP-M-9311(19)

#### DESCRIPTION OF CHANGE:

An unknown existing 8" sanitary sewer lateral from Alumni Memorial Gym was discovered, and due to the elevation of the proposed sanitary sewer line within Middle Tennessee Boulevard being higher than the invert of the lateral, the lateral had to be re-routed in order to tie into a proposed manhole within Faulkinberry Drive. This resulted in the installation of 182 linear feet of 8" SDR 35 PVC along with the installation of 2 new sanitary sewer manholes. This work will be accomplished per the unit prices set forth within the contract documents for sanitary sewer pipe and manholes. The revised plan, Sheet U3-3, dated 05-26-16 has been approved by MWSD.

#### Attachments (List documents supporting change):

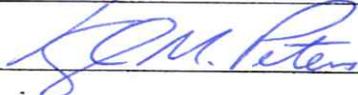
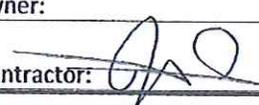
Requested By: **MURFREESBORO WATER AND SEWER (MWSD)**  
 This Document is a: **WORK CHANGE DIRECTIVE**  
 Drawing Reference: **Middle Tennessee Boulevard Plans Plan Sheets: U3-3**

#### WORK CHANGE DIRECTIVE

We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:

- No Change in Contract Amount is required.       A Change in Contract Amount is required: \$32,320.00  
 No Change in Contract Time is required.       A Change in Contract Time is required: 0 days

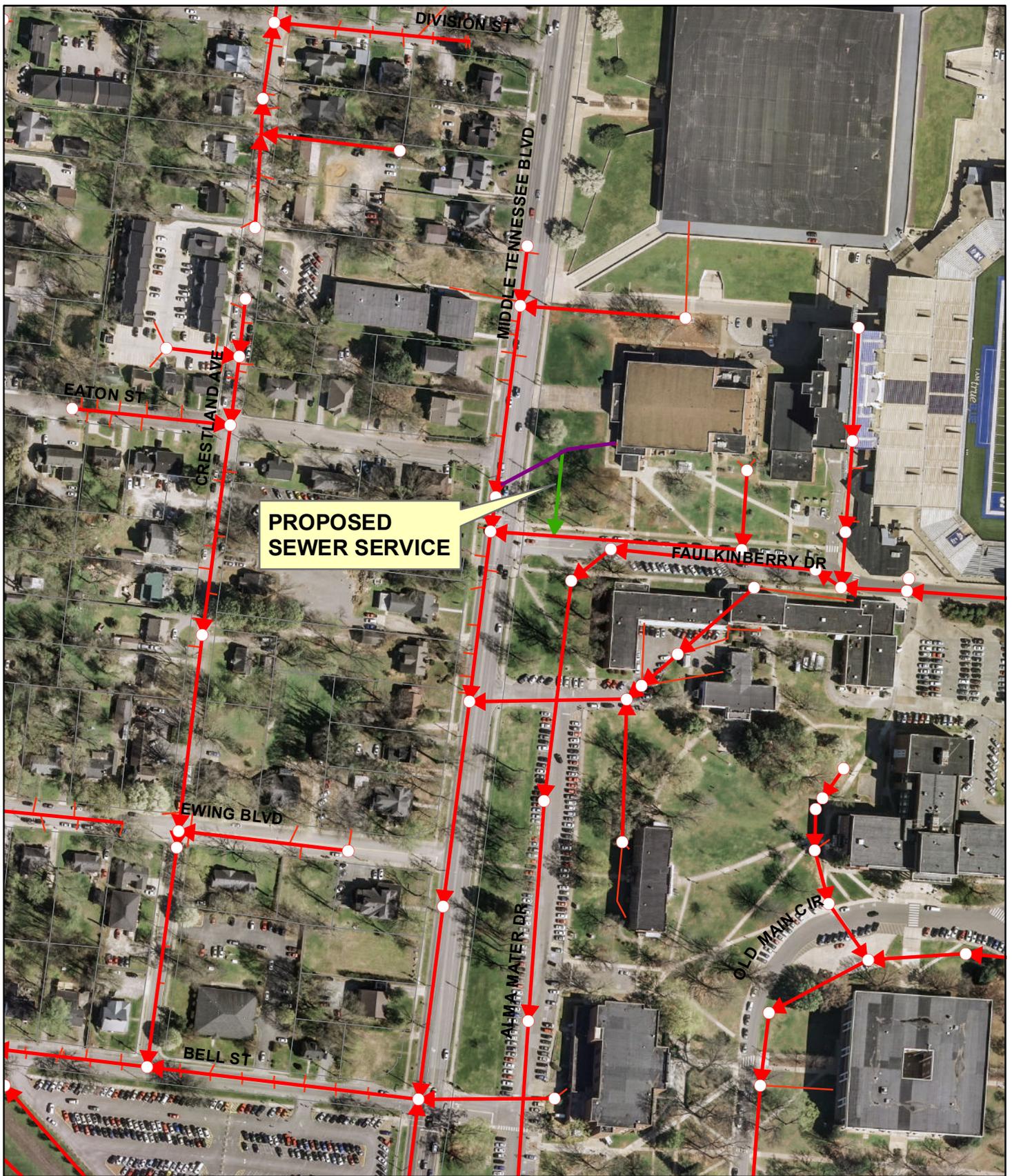
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.

Recommended by Engineer: 	Date: <u>6/20/16</u>
Authorized by Owner:	Date:
Acceptance by Contractor: 	Date: <u>6/20/2016</u>

#### FIELD ORDER

This Field Order issued in accordance with the General Conditions for minor changes in the Work without change in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Project Manager immediately and before proceeding with the Work.

Recommended by Engineer:	Date:
Authorized by Owner:	Date:
Acceptance by Contractor:	Date:

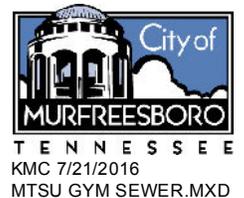


**PROPOSED  
SEWER SERVICE**



MURFREESBORO WATER AND SEWER DEPARTMENT

# MIDDLE TN BLVD ALUMNI GYM SEWER





July 12, 2016

Ms. Valerie Smith, PE  
Assistant Director  
Murfreesboro Water & Sewer Department  
220 NW Broad Street  
Murfreesboro, TN 37130

**RE: Murfreesboro 2015 Rehabilitation Project  
Murfreesboro, Tennessee  
Proposed Change Order No. 2**

Dear Ms. Smith:

Attached is proposed Change Order No. 2 describing a time extension to be added to the above project as requested by Murfreesboro Water & Sewer Department.

The contractor, SBW, has agreed to coordinate the pump station rehabilitation (included in their existing rehabilitation contract) with the timing of the pump replacement, being performed by another contractor as part of a different project managed by MWSD. Since the exact date of the pump delivery cannot be verified/confirmed with certainty (pumps are scheduled for delivery in August 2016), the time extension allows for the delivery of the pumps at the end of the month. It is anticipated; however, that the pumps will be delivered prior to the end of August and thus the rehabilitation project would finish prior to the date indicated on the change order.

The additional time will also be utilized to complete service lateral connection repairs and mainline point repairs in the Salem Creek, Kings Highway, and Toddington Drive areas.

Please review the enclosures, and if acceptable, execute and forward a copy to me.

If you have any questions regarding this change order, please contact me to discuss at your convenience.

Sincerely,

**LITTLEJOHN – AN S&ME COMPANY**

A handwritten signature in black ink that reads "Travis E. Wilson". The signature is written in a cursive style.

Travis E. Wilson, PE  
Principal Engineer

Attachment – Proposed Change Order No. 2

CHANGE REQUEST FORM (CRF)

Owner Contract No. **Project No. 15075**  
 Project Name: **Murfreesboro 2016 Rehabilitation Project**  
 Engineer: **Littlejohn - An S&ME Company**  
 Contractor: **SBW Constructors, LLC**

Requested By: **Murfreesboro Water & Sewer Department**  
 Drawing:  
 Problem Desc: **Additional items were requested to be repaired not originally in the project scope**

Revised Scope Description/Details

Item No.	Description	Unit	Qty	Unit Price	Item Total
<b>ADD</b>					
<b>DEDUCT</b>					
CHANGE IN CONTRACT VALUE					-
ORIGINAL CONTRACT VALUE					\$2,737,276.90
CONTRACT VALUE AFTER CHANGE ORDER #1					<b>\$2,795,064.00</b>

Contractor Acknowledgement:  
 No Change in Contract Amount is required.       A Change in Contract Amount is required:  
 No Change in Contract Time is required.       A Change in Contract Time is required: 80 days

\_\_\_\_\_  
 Architect / Engineer / Inspector / RPR      \_\_\_\_\_  
 Contractor

Change in Contract Amount is within the Contingency Amount authorized under Resolution No. NA  
 Yes     No \_\_\_\_\_  
  
 \_\_\_\_\_  
 Engineer / Architect Project Manager

**Proceed with Execution**  
 Yes     No \_\_\_\_\_  
 \_\_\_\_\_  
 Owner's Representative

Distribution: Engineer, Owner; Central Files

July 22, 2016

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

RE: Northwest Broad Street SPS Replacements  
Proposed Change Order #4  
Recommendation Letter  
MWSD Project No: 13003, CIA Project No: 2013-02

Dear Valerie:

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

1. Site Access Gate:

- The site access gate – needs widening from 12' to 16' to further assist with backing trailered emergency generator/pumping equipment into the needed position within the parking area.

CIA concurs with MWSD operations personnel regarding the need for a larger turning radius and recommends the change to the gate width. The additional cost of the wider gate will result in a deduction of \$2,200.00 from the Miscellaneous Allowance. This change does not affect the total contract sum.

2. Contractor's Request for Additional Time; Road Bore:

- While boring and jacking the 24 inch sewer casing pipe under Northwest Broad Street, time delays have been incurred because of the hardness of the rock which slows the boring process and increases the wear and damage to boring equipment. Informal conversations with geotechnical engineers in our area have indicated that we are likely boring in "Murfreesboro Limestone" which is mostly pure limestone and very dense and hard. During inspection, we have seen the boring contractor change boring heads 3 times, the Christmas tree head, the roller cone head, and now the Robbins roller disc head which is the most effective on the hardest of rocks. In the attached letter, JCumby requests 45 days be added to the contract time to allow the boring contractor to finish, which will then allow JCumby to finish.

The bore appears to be on-grade and very close to completion. The boring subcontractor estimates he is within 10 feet of completion. CIA concurs with the above listed information and recommends the additional time request be granted.

If you have any questions, please call.

Ms. Valerie Smith, P.E.  
RE: Northwest Broad Street SPS Replacements  
07/22/2016  
Page 2 of 2

Sincerely,

A handwritten signature in cursive script that reads "Linda Sullivan". The signature is written in dark ink and is positioned above the typed name.

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

Cc: Darren Gore – MWSD Director  
Greg Shirley – JCumby, Inc.  
Charles White - MWSD Inspector

**PROJECT:**

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

**CHANGE ORDER NUMBER: 4**

**DATE OF ISSUANCE:** July 22, 2016

**ENGINEER PROJECT NO:** 2013-02

**TO:**

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

**ENGINEER:**

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

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

1. Item No. 33 – Miscellaneous Allow Lump Sum (\$5,295.00 remaining after CO#3)(Wider SPS gate) ..... \$2,200.00
2. Request for an additional forty five calendar (45) days to complete project.

Original Contract Sum was ..... \$976,089.00  
 Net change by previous authorized Change Orders ..... \$91,300.00  
 The Contract Sum prior to this Change Order was ..... \$1,067,389.00  
 The Contract Sum will be **(unchanged)** by this Change Order ..... \$1,067,389.00  
 The New Contract Sum including this Change Order ..... \$1,067,389.00  
 The Contract Time will be increased by an additional forty-five (45) Days.  
 The Date of Substantial Completion as of the date of this Change Order therefore is August 26, 2016.

**Authorized:**

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



J. Cumby Construction, Inc

General Construction • Construction Management

June 21, 2016

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

**RE: Northwest Broad Street Sewage Pump Station Replacements  
Time Extension Request – Boring Issues**

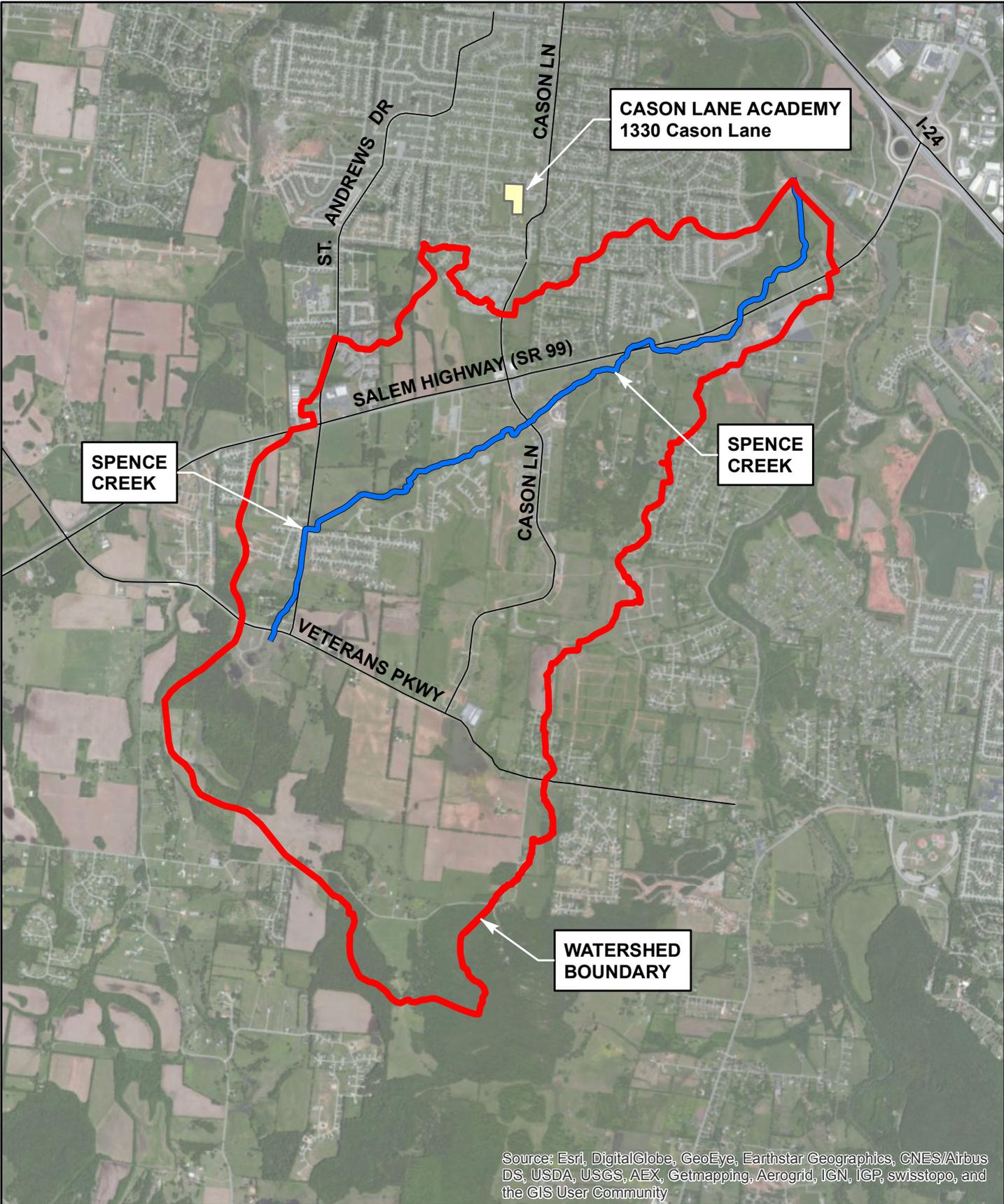
Linda:

As you are aware, our boring subcontractor is having issues with the road bore on this project. He has been on site since mid-January working on this project. We are encountering very hard rock that is damaging his equipment and causing delays. We have completed approximately 130-135 lf of the approximately 146 lf bore. We are continuing to work on this remaining 10-15 lf and are requesting an additional 45 days contract time as J. Cumby Construction has about 3 – 4 weeks of work to complete after the boring contractor is complete. Additionally, the last item we intend to complete is the landscaping. The 45 day extension will get us into a more appropriate time of year to plant the landscaping material.

Please let me know if you have any questions.

Sincerely,

Greg Shirley  
Project Manager  
J. Cumby Construction, Inc.



**Legend**

-  Watershed Boundary
-  Spence Creek
-  Roads



**SPENCE CREEK WATERSHED STUDY**



**SPENCE CREEK WATERSHED BOUNDARY**

February 19, 2016

Mr. Sam Huddleston, P.E.  
City Environmental Engineer  
City of Murfreesboro Engineering Department  
111 West Vine Street  
Murfreesboro, Tennessee 37130-1139

**RE: Amendment for the Spence Creek Watershed Water Quality and Flood Study**

Dear Mr. Huddleston:

As a result of unanticipated constraints, issues, and additional tasks; Neel-Schaffer, Inc. is requesting an amendment to the original professional services contract, dated February 20, 2014, to complete the Spence Creek Water Quality and Flood Study watershed management plan. The requested amendment also includes a scope of work and fee for assisting the City with preparation of a Letter of Map Revision (LOMR) application for submittal to FEMA. The LOMR will update the existing Spence Creek Flood Insurance Study. The proposed fee for a LOMR was not included in the original professional services contract. This amendment covers services listed in the **Scope of Work** which is contained in **Exhibit A**. The Scope of Work in Exhibit A includes two phases:

Phase 1A consists of finalizing the Spence Creek Watershed Water Quality and Flood Study management plan.

Phase 2A consists of assisting the City in preparation and submittal of the LOMR application to FEMA.

**Professional Fee**

It is anticipated the fee, based on time and materials, for the Scope of Work shown in **Exhibit A** will not exceed \$30,000.00 for Phase 1A and \$75,500.00 for Phase 2A. The Phase 2A fee includes the \$8,250.00 FEMA application fee. The total fee for Phase 1A and 2A is \$105,500.00. The professional services fee for the scope of work outlined in **Exhibit A** will not exceed \$105,500.00 without written authorization from you. Professional fees are to be payable to Neel-Schaffer, Inc. with a net term of 30 days.

Neel-Schaffer will proceed with each item contained in the scope of work only at your direction. If at any step in the scope of work, it is determined that the proposed project is unfeasible to complete or is not to your expectations, Neel-Schaffer will stop work until further direction from you. You will be billed for work performed to that point. If additional services to the scope of work are required, a separate fee proposal will be prepared and the additional services will be provided after your approval of the professional fee for the additional services.

**Schedule**

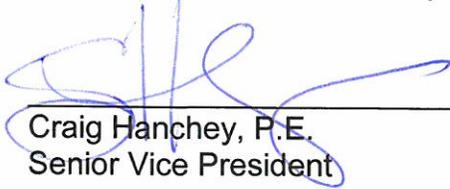
It is anticipated that the watershed study will be completed and the LOMR application submitted to FEMA within four months after receiving the notice to proceed. The notice to proceed is a signed copy of this professional fee proposal. Intermediate deliverables and tasks will be completed and submitted as described in **Exhibit A**.

**Limitations**

See Standard Terms and Conditions presented in **Exhibit B.**

**Authorization**

Please return one of the signed originals to authorize this work. Should you have any questions and/or comments please do not hesitate to call.



---

Craig Hanchey, P.E.  
Senior Vice President

**Neel-Schaffer, Inc.**

Authorized By:

---

Mayor Shane McFarland

**City of Murfreesboro**

Approved as to form:

---

David Ives

**City Attorney**



## **Exhibit A**

### **Spence Creek Watershed Water Quality and Flood Study**

#### **Amendment 1**

#### **Scope of Work to Finalize Watershed Plan and Appendices and Prepare a Letter of Map Revision for Spence Creek**

##### **Background**

The original scope of work included development of a watershed management plan (watershed plan) for the Spence Creek watershed. The watershed plan was developed in four phases. Phase 1 consisted of a peer review of proposed drainage improvements to the St. Andrews Drive crossing of Spence Creek.

Phase 2 consisted of updating and extending the effective FEMA floodplain and floodway hydraulic and hydrologic models for Spence Creek and its tributaries. Tasks included updating the Flood Insurance Study (FIS), and effective Flood Insurance Rate Maps (FIRMs) from the mouth of Spence Creek at West Fork Stones River to the headwaters. The FIS and FIRM update also included major tributaries to Spence Creek. The Phase 2 task did not include submittal of a Letter of Map Revision application to FEMA.

The updated hydrologic and hydraulic models included future development for known projects (roads and subdivisions) and inclusion of the current land use master plan.

Phase 3 consisted of developing a water quality master plan as part of the watershed plan. The water quality plan includes sampling, stream assessment, and evaluation of karst areas. The impact on storm water quality from future development will also be evaluated.

Phase 4 consisted of developing a watershed planning document that evaluates impact of future development on land use, water quantity, quality, and sediment loss. Alternatives to address future impacts to the watershed include proposed revisions to storm water regulations and requirements, and storm water capital improvement projects to improve existing conditions flooding and mitigate or improve potential flooding and drainage from future development.

##### **Phase 1A – Finalize Watershed Plan and Appendices (\$30,000 budget, 90 days)**

During the course of developing, executing, and performing technical review of the hydrologic and hydraulic models and other scope items under the initial professional services agreement, constraints, issues, and additional tasks not in the initial professional services agreement were encountered. These constraints and issues were not anticipated during development of the initial scope of work and professional fee. In

addition to unanticipated constraints and other issues, additional tasks were identified that add data, technical information, and exhibits to the watershed plan that will improve the value of the watershed plan. The watershed plan will address the impact of future development and proposed land use on watershed water quantity and quality. The plan will also include a determination whether the City's existing storm water regulations and development requirements (requirements) are adequate in protecting the stream from future development. If the existing requirements are not adequate or could be strengthened, proposed revisions will to the requirements will be presented.

The following unanticipated constraints, issues, and additional tasks were encountered during development of the watershed plan under the initial professional services agreement.

1. Number of proposed and new developments under construction that were incorporated into hydrologic and hydraulic models;
2. Effort required to correlate floodway boundaries between surveyed cross sections and cross sections generated from 2006 Lidar contours (i.e. mapping constraints);
3. Effort required to correlate the 100-year floodplain and floodway shape files to 2006 and 2014 Lidar contours and field survey data (i.e. mapping constraints);
4. Effort required to review and incorporate proposed St. Andrews drainage improvements into hydraulic model (includes revisions to typical sections of St. Andrews Drive roadway improvements);
5. Effort required to review and incorporate proposed SR 99 improvements into hydraulic model; and
6. Amount of data that was available and developed during the execution of the scope items that will be included in the final watershed plan.

### **Scope of Work**

The following tasks remain to complete the scope of work for the initial professional services agreement.

- Incorporate technical approach and results of hydrologic and hydraulic modeling into final watershed plan and appendices;
- Incorporate background data such as known geologic information, location of sanitary sewer improvements, and consultation with MWSD to identify known overflows in the watershed, etc. into final watershed plan and appendices;
- Determine and incorporate into final watershed plan adequacy of existing storm water regulations and storm water capital improvement projects to prevent degradation of the stream and watershed natural resources as the watershed undergoes development;
- Incorporate water quality findings and analyses such as results of water quality sampling, visual site assessments, jurisdictional assessment, karst inventory, biological monitoring, and sediment loss modeling into final watershed plan and appendices;
- Submit draft watershed plan to City;

- Resolve City comments;
- Submit final watershed plan to City; and
- Assist City with public meetings (2) to present final results to the residents within the Spence Creek watershed and members of the WSB.

### **Phase 2A - Spence Creek Letter of Map Revision (LOMR) (\$75,000 budget, 120 days)**

Based on discussions with the City, the hydrologic and hydraulic models developed for the watershed study will be used to obtain a LOMR for Spence Creek and major tributaries. A scope of work and professional fee to prepare the LOMR application and assist the City with the LOMR process was not developed as part of the original professional services agreement.

The LOMR application for the Spence Creek watershed will consist of two MT-2 forms. Form 1 is the Overview and Concurrence Form. This form provides basic information regarding the LOMR request and requires signatures of the requester, community official, and engineer. Form 2 is the Riverine and Hydraulics Form. This form provides basic information on the scope and methodology of hydrologic and hydraulic analyses that were prepared in support of the LOMR request. The form is used for revision requests that involve new or revised hydrologic and hydraulic analyses of the stream.

It is anticipated the scope of work required to obtain a LOMR for Spence Creek will include the tasks listed below. The tasks include preparing data used in determining the revised floodplain boundaries, flood profiles, and floodway boundaries. Data will be developed and provided that is necessary to demonstrate the physical modifications made to the floodplain and floodway meet National Flood Insurance Program (NFIP) regulations. The data and revised information (hydrologic and hydraulic analyses and resulting floodplain and floodway boundaries) must also be consistent with the effective flood insurance information.

### **Scope of Work**

- Complete MT-2 Forms 1 and 2;
- Prepare narrative for LOMR and submittal;
- Submit hydrologic and hydraulic computations with digital files;
- Prepare and submit a certified topographic map with floodplain and floodway delineations;
- Prepare and submit annotated Flood Insurance Rate Maps to reflect changes due to LOMR;
- Prepare applicable additional items to satisfy NFIP regulatory requirements;
- Two meetings with City to discuss LOMR application;
- Resolve City comments on LOMR application;
- Submit LOMR application to FEMA;
- Resolve three sets of FEMA comments;

Spence Creek Watershed Study

Amendment 1

page 4 of 4

- Prepare and send property notification letters to properties impacted by the LOMR;
- Assist City with public meeting to discuss the LOMR and process;
- Address questions from impacted property owners during the 90 day appeal period;
- Revise LOMR if credible technical data or additional information is presented during the 90 day appeal period; and
- Submit final floodplain and floodway shape files and information and data to be included in updated FIS to FEMA.

**EXHIBIT B**  
**NEEL-SCHAFFER, INC.**  
**GENERAL TERMS AND CONDITIONS**

1. **Relationship Between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. **Responsibility of the Engineer.** Engineer will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations.

Engineer shall arrange entrance upon private land and private property and obtain all necessary approvals and permits required from all government authorities having jurisdiction over the Project. The Client will provide assistance as necessary.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Client. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents.** All documents, including drawings and specifications, furnished by Engineer pursuant to Phase 1 of Attachment A of this Agreement are intended for use on the St. Andrews Drive crossing only. They should not be used by Client or others on any other site. Any such reuse, without written verification or adoption by the Engineer, shall be at Client's sole risk and Client shall, to the extent currently permitted under state law, indemnify and hold Engineer

harmless from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

All documents furnished by Engineer pursuant to Phases 2 through 5 of Attachment A of this Agreement are intended, after approval by Client, to be public planning documents and are intended to be used for multiple purposes by multiple persons in addition to Client.

7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.

9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.

10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.

11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.

12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) on property damage arising out of the sole negligent act, error or omission of Client to the extent permitted under state law.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that

neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workers' compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with maximum limits of \$1,000,000/ \$1,000,000; automotive liability with maximum limits of \$1,000,000/ \$1,000,000; and professional liability insurance with an annual limit of \$1,000,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above. The Engineer will name the Client as an Additional Insured on the comprehensive general liability and automobile liability policies as respects the work under the Agreement. The Engineer will provide Client with a certificate of insurance and endorsements documenting the required insurance coverage and will give the Client at least 15 days notice of any changes to said insurance coverage.

18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site,

he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

21. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through

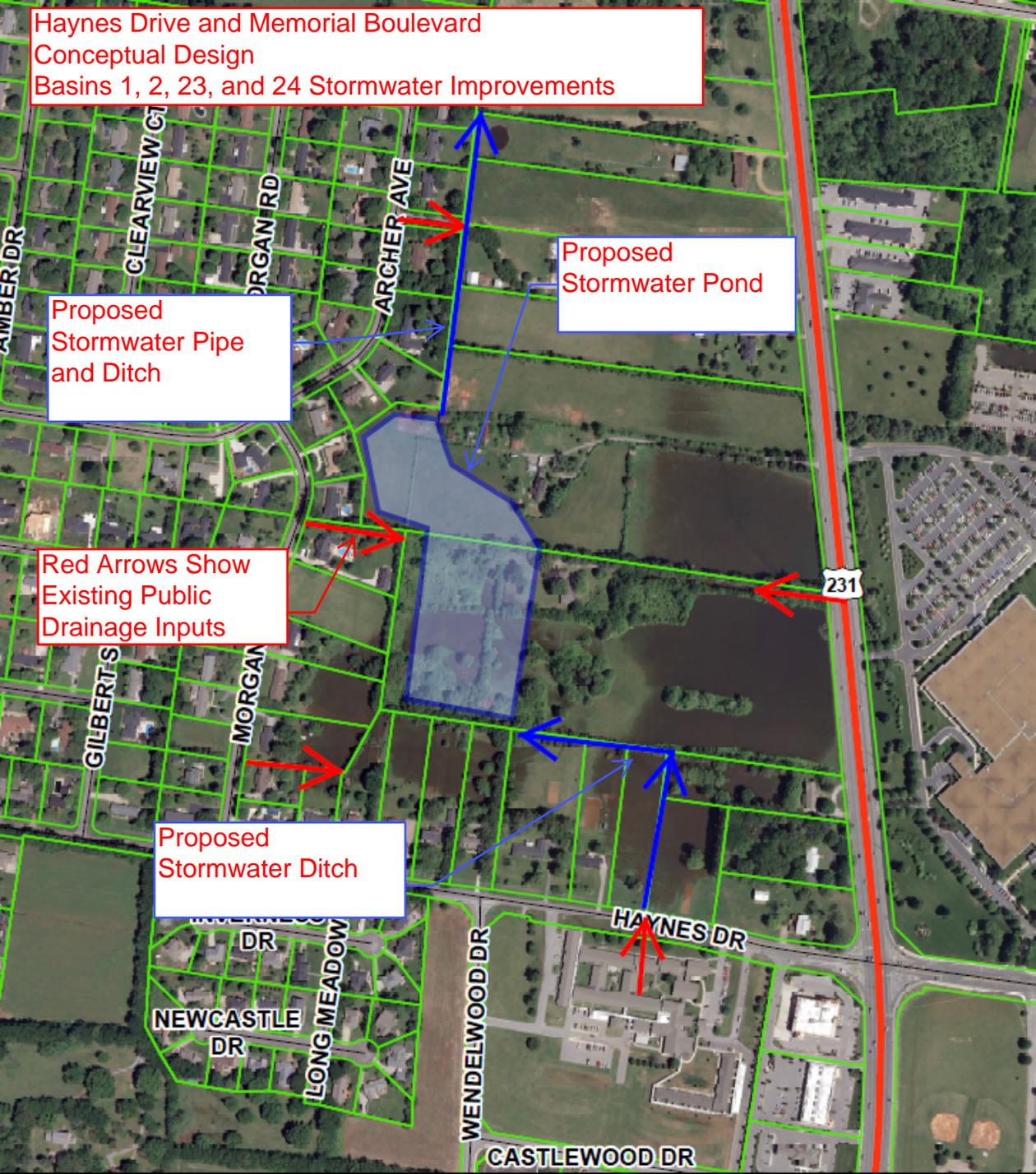
issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

22. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be done upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineers ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
23. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
24. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all

applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

25. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee.
27. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
28. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

Haynes Drive and Memorial Boulevard  
Conceptual Design  
Basins 1, 2, 23, and 24 Stormwater Improvements



Proposed Stormwater Pipe and Ditch

Proposed Stormwater Pond

Red Arrows Show Existing Public Drainage Inputs

Proposed Stormwater Ditch

CLEARVIEW CT

MORGAN RD

ARCHER AVE

231

GILBERT S

MORGAN

NEWCASTLE DR

LONG MEADOW

WENDELWOOD DR

HAYNES DR

CASTLEWOOD DR

June 13, 2016

Mr. Sam Huddleston, P.E.  
City of Murfreesboro  
111 W. Vine Street  
Murfreesboro, TN 37130

Re: Memorial Boulevard/Haynes Drive  
Storm Drainage Improvements  
Murfreesboro, TN

Dear Sam:

Huddleston-Steele Engineering, Inc., is pleased to provide this proposal for Pre-Bid, Bid and Construction Phase Services on the above-referenced project. The Services to be provided are outlined as follows:

**Phase I: Pre-Bid Services**

We will coordinate and attend Neighborhood Meetings and Design Meetings with City Staff. We will perform hydraulic calculations and amend the plans as instructed. We will perform Public Outreach and Correspondence. We will prepare documentation necessary to get to the Bid Phase.

**Phase II: Bid Services**

We will prepare Specification Books and Bid Documents. We will assist with the Advertisement and Receiving of Bids. We will check the bids and make a recommendation for contractor selection. We will prepare documentation necessary to provide a Notice to Proceed with the Construction Phase.

**Phase III: Construction Phase Services**

We will provide Construction Layout and Construction Administration. We will review submittals, shop drawings, and pay applications. Services may be provided in addition to those outlined above.

We will perform these services at our standard hourly rates as follows:

Principal	\$150.00/Hr.
Landscape Architect	\$125.00/Hr.
Engineer, Surveyor or Senior Planner	\$110.00/Hr.
Survey Crew (GPS)	\$160.00/Hr.
Survey Crew (Construction Layout)	\$145.00/Hr.
Survey Crew (Other)	\$110.00/Hr.
Technician	\$ 80.00/Hr.
Technical/Clerical Support	\$ 65.00/Hr.



Phase I: Pre-Bid Services shall not exceed \$7,500.00.

Phase II: Bid Services shall not exceed \$5,000.00.

Phase III: Construction Phase Services shall not exceed \$20,000.00.

Please contact us if you have any questions or comments. We look forward to working with you on this project.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.

*Bill*

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



5010 Linbar Drive,  
Suite 153  
Nashville, TN 37211  
615.331.7770

[www.TTLUSA.com](http://www.TTLUSA.com)

July 21, 2016

Ms. Valerie Smith  
Murfreesboro Water & Sewer Department  
220 NW Broad Street  
Murfreesboro, Tennessee 37130

**RE: Construction Materials Engineering and Testing Services  
Sinking Creek WWTP – Phase 4D  
Murfreesboro, Tennessee  
TTL Project No. 200815029**

Dear Ms. Smith:

We are providing Construction Materials Engineering and Testing Services for the Sinking Creek – Phase 4D expansion in Murfreesboro, Tennessee. The estimated project budget established in our proposal (TTL Proposal No. P02814057) has been exceeded. Information provided by 3D Enterprises and Smith Seckman Reid personnel indicates that the project is about 75 percent complete. Our original budget was developed based on project information provided by both the contractor and Smith Seckman Reid personnel. This information showed that one concrete pour would occur per day. Due to the accelerated schedule and project sequencing, 3D Enterprises has been coordinating two to three concrete pours/site visits per day. This has resulted in multiple trips and/or longer site visits than were originally budgeted. Based on the recently provided revised schedule information, we recommend that our budget be increased by approximately \$70,000 for the remaining concrete testing, site grading, and paving activities.

We appreciate the opportunity to be of continued service to you. If you have any questions or need further assistance, please let me know.

Sincerely,  
TTL, Inc.

Martin L. Medley, II, P.E.  
CMT Group Leader

Mark Herrmann, P.E.  
Principal Engineer

**TTL, Inc.**  
**CONSTRUCTION TESTING ESTIMATE**  
**Project - Sinking Creek Phase 4D**

---PROJECTED SCHEDULE---			UNIT COST	TOTAL
Days	Hrs/Day	Total-Hrs.	Rate	Extension
Subgrade Review & Proofrolling	5	4	20.0	\$840.00
Monitoring Fill Placement & Density Testing	5	8	40.0	\$1,680.00
Monitoring of Basestone Placement	10	5	50.0	\$2,100.00
Monitoring of Asphalt Placement	5	8	40.0	\$1,680.00
Oxidation Ditch and Ancillary Bldgs.	67	6	402.0	\$16,884.00
Clarifiers #5 and #7 and Ancillary Bldgs	57	6	342.0	\$14,364.00
Masonry and Mortar Observation & Testing	10	5	50.0	\$2,100.00
Proj. Man. &/or Engineer's Review	159	0.25	39.8	\$4,571.25
PM Support Services	159	0.25	39.8	\$1,987.50
			<b>1023.5</b>	<b>\$46,206.75</b>
Number	Units	Total	Rate	Extension
Laboratory Tests (Proctor w/Atterberg Limits)	2	1	2	\$360.00
Laboratory Tests (Proctor Stone)	0	0	0	\$0.00
Compression Testing Concrete Specimens	225	7	1575	\$20,475.00
Compression Testing Masonry and Mortar Specimens	10	10	100	\$1,300.00
Mileage Charge	159	66	10494	\$7,345.80
<b>Grand Total</b>				<b>\$75,687.55</b>

*Note: This is a good faith estimate based on our understanding of the project. The actual schedule may vary and billing will be based on the unit rates shown on the attached fee schedule for actual hours worked.*

---ACTUAL BILLED (AS OF 2016-07-03)---				
Days	Hrs/Day	Total-Hrs.	Rate	Extension
Technician		879.5	\$42.00	\$36,939.00
Technician , Overtime		16.0	\$63.00	\$1,008.00
Senior Engineer		5.0	\$175.00	\$875.00
Project Manager & Engineer's Review		140.3	\$115.00	\$16,128.75
PM Support Services		37.0	\$50.00	\$1,850.00
			<b>1077.8</b>	<b>\$56,800.75</b>
Number	Units	Total	Rate	Extension
Laboratory Tests (Proctor w/Atterberg Limits)				
Laboratory Tests (Proctor Stone)				
Compression Testing Concrete Specimens		2291	\$13.00	\$29,783.00
Compression Testing Masonry and Mortar Specimens				
Mileage Charge		14248	\$0.70	\$9,973.60
<b>Grand Total</b>				<b>\$96,557.35</b>

---ESTIMATED WORK REMAINING---				
Days	Hrs/Day	Total-Hrs.	Rate	Extension
Subgrade Review & Proofrolling				
Monitoring Fill Placement & Density Testing	30	4	120.0	\$5,040.00
Monitoring of Basestone Placement			0.0	\$0.00
Monitoring of Asphalt Placement			0.0	\$0.00
Oxidation Ditch and Ancillary Bldgs.			0.0	\$0.00
Clarifiers #5 and #7 and Ancillary Bldgs	90	6	540.0	\$22,680.00
Masonry and Mortar Observation & Testing			0.0	\$0.00
Proj. Man. &/or Engineer's Review	105	0.5	52.5	\$6,037.50
PM Support Services	105	0.25	26.3	\$1,312.50
			<b>738.8</b>	<b>\$35,070.00</b>
Number	Units	Total	Rate	Extension
Laboratory Tests (Proctor w/Atterberg Limits)				
Laboratory Tests (Proctor Stone)				
Compression Testing Concrete Specimens	110	7	770	\$10,010.00
Compression Testing Masonry and Mortar Specimens				
Mileage Charge	110	50	5500	\$3,850.00
<b>Grand Total</b>				<b>\$48,930.00</b>

AMOUNT OVER ORIGINAL ESTIMATE (AS OF 2016-07-03)	\$20,869.80	
ADDITIONAL AMOUNT REQUESTED (AS OF 2016-07-03)	\$69,799.80	~\$70K
<b>TOTAL REVISED PROJECT ESTIMATE</b>	<b>\$145,487.35</b>	<b>~\$146K</b>

**GENERAL POWER CONTRACT  
CITY OF MURFREESBORO**

THIS CONTRACT, made and entered into as of this \_\_\_<sup>th</sup> day of July 2016, by City of Murfreesboro, a Tennessee municipality (the "City"), for the benefit of its Murfreesboro Electric Department ("Distributor") with respect to a facility of its Murfreesboro Water and Sewer Department ("Customer").

**WITNESSETH**

WHEREAS, Customer receives electricity from Distributor for the operation of a municipal water treatment plant at 5528 Sam Jared Drive, Murfreesboro, Tennessee for Account Number 18034063.

WHEREAS, the Tennessee Valley Authority ("TVA") requires Distributor to maintain contracts with customers that exceed a certain level of electricity demand.

WHEREAS, Customer maintains an electricity demand exceeding the level for which the TVA requires a contract.

WHEREAS, the City desires to and does hereby comply with TVA's requirements for a contract by executing this agreement between its departments.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants hereinafter set forth, the parties hereto covenant and agree as follows:

1. The Distributor will supply, and the Customer will take and pay for, all electricity required for the operation of the above in accordance with the terms hereof and the Rules and Regulations of the Distributor, a copy of which is attached hereto and hereby made a part hereof. This contract allows a maximum demand not exceeding 1500 kW, which amount shall be the contract demand hereunder. The Customer shall not take electricity in excess of such contract demand except by agreement of Distributor and revision of contract, but nothing herein contained shall be construed to relieve the Customer of the obligation to pay for such amounts of electricity as may actually be taken.
2. **Rates and Charges.** Customer shall pay Distributor monthly for power and energy available under this contract in accordance with the rates, charges, and provisions of Distributor's General Power Rate, Schedule GSA as modified, adjusted or replaced from time to time by agreement between Distributor and the Tennessee Valley Authority. Said rate schedule, which is Distributor's currently effective standard rate schedule applicable to consumers of the same class as Customer, together with its current adjustment addendum, is attached hereto and hereby made a part hereof; provided by, however, that the paragraph thereof headed "Seasonal Service" shall be of no force and effect. In the event of any conflict between the provisions of said rate schedule, as so modified, or replaced, and other provisions of this contract, the latter shall control.
3. **Minimum Monthly Bill.** The Customer shall pay a Minimum Monthly Bill as determined by the provision entitled "Minimum Bill" of the rate schedule attached as Exhibit A, as modified or replaced from time to time by agreement between Distributor and the Tennessee Valley Authority, but in no case shall the minimum monthly bill be less than the Minimum Monthly Bill reflected in Exhibit A.
4. **Term.** This contract shall become effective as of April 26, 2016; provided, however, that all provisions hereof relating to the availability of and payment for power and energy shall become effective on April 26<sup>th</sup>, 2016 which date shall be the date of initial availability hereunder. This contract shall continue in effect for an initial term of five (5) years from said date of initial availability and, at the end of said initial term, the contract shall be renewed automatically for an additional term of one (1) year and from year to year thereafter unless written notice to the

contrary is given by either party to the other at least three (3) months prior to the expiration of said initial term or any then existing renewal term.

**5. Facilities.**

- a. It is recognized that Distributor has provided certain facilities to supply power and energy to Customer's operations. Said facilities shall include, at the request of Customer, one (1) 1500 KVA 277/480 volt grounded-wye transformer.
- b. Customer acknowledges that Distributor has rights in, over, and across Customer's property as may be necessary or desirable to permit the installation, maintenance, operation, repair and replacement of the Distributor's facilities required to supply Customer with power and energy hereunder. The rights of way for Distributor's facilities shall be at locations on Customer's property mutually satisfactory to Distributor and Customer. In the event that Customer requires the relocation of said facilities which shall be and remain the personal property of Distributor, such relocation shall be made at Customer's expense.

**6. Availability of Power.**

- a. Subject to the other provisions of this contract, Distributor will, commencing with the date of initial availability hereunder, make available to Customer, and Customer will take and buy from Distributor, Customer's requirements of firm power and energy for the operation of Customer's said operations.
- b. The Customer agrees that the Distributor may be limited in the amount of power that it can furnish due to limitations made by the Tennessee Valley Authority, Distributor's supplier of power. The Customer further understands that the Distributor on some occasions may be unable to furnish electric power due to unforeseen, unavoidable circumstances and agrees to make no claim against Distributor as a result of any such inability to furnish power.

**7. Conditions of Delivery.**

- a. The above rates and charges are based upon the supply of service through a single delivery and metering point. The point of delivery for power and energy made available hereunder shall be the point of connection of Distributor's facilities to Customer's facilities. The power and energy made available by Distributor hereunder shall be in the form of three-phase, alternating current at a frequency of approximately 60 hertz and, under normal operating conditions be within the range of voltage specified by ANSI standards. Maintenance by Distributor at said point of delivery of approximately the above-stated voltage and frequency shall constitute availability of power and energy for purposes of this contract. The power and energy to be supplied hereunder shall be measured by Distributor's metering facilities near said point of delivery.
- b. Distributor shall not be obligated to provide protective equipment for Customer's facilities, but Distributor may provide such protective equipment, as it deems necessary for the protection of its own property and operations. The electrical equipment installed by Customer shall be capable of satisfactory coordination with any protective equipment installed by Distributor. Customer shall be responsible for protection of own equipment against loss of phase occurrence (partial power). Customer shall exercise all reasonable precautions and install all equipment necessary to limit its total demand as determined in accordance with the rate schedule hereinafter specified to the amount to which it is entitled hereunder.

**8. Phase Balancing.** Customer shall endeavor to take and use power and energy in such manner that the current will be reasonably balanced on the three phases. In the event that any

check indicates that the current on the most heavily loaded phase exceeds the current on either of the other phases by more than 20 percent, Customer shall make at its expense, upon request, the changes necessary to correct the unbalanced condition. If said unbalanced condition is not corrected within 60 days, or such other period as may be agreed upon, Distributor may thereafter elect to meter the load on individual phases and compute the billing demand as being equal to three times the maximum kilowatt load on any phase. For all purposes hereunder, the load on any phase shall be the load measured by a wattmeter connected with the current coil in that phase wire and the potential coil connected between that phase wire and the neutral voltage point.

- 9. Electrical Fluctuations.** The power and energy taken by Customer hereunder shall not be used in such manner as to cause unusual voltage fluctuations or disturbances to Distributor's or TVA's system. In the event Customer's use of power causes fluctuations or disturbances on Distributor's or TVA's system, Distributor may require Customer, at customer's expense, to install suitable apparatus to keep such fluctuations or disturbances within reasonable limits.
- 10. Notices.** Any notice or demand required by this contract shall be deemed properly given if mailed, postage prepaid, to the General Manager of Murfreesboro Electric Department on behalf of Distributor, or to Customer at Murfreesboro Water and Sewer Department on behalf of Customer. The designation of the person to be so notified or the address of such person may be changed at any time and from time to time by either party by similar notice.
- 11. Waiver.** A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.
- 12. Successors and Assigns.** This contract may not be assigned by Customer.
- 13. Counterparts.** This contract may be executed in any number of counterparts, and all such counterparts, each executed and delivered as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their respective officers thereunto duly authorized, as of the day and year first above written.

City of Murfreesboro  
Murfreesboro Electric Department

City of Murfreesboro  
Murfreesboro Water & Sewer Department

\_\_\_\_\_  
Steve Sax, General Manager

\_\_\_\_\_  
Rob Lyons, City Manager

Approved as to form:

\_\_\_\_\_  
Craig D. Tindall, City Attorney

## EXHIBIT A

### MURFREESBORO ELECTRIC DEPARTMENT

#### GENERAL POWER RATE--SCHEDULE GSA

(October 2015)\*

#### Availability

This rate shall apply to the firm power requirements (where a customer's contract demand is 5,000 kW or less) for electric service to commercial, industrial, and governmental customers, and to institutional customers including, without limitation, churches, clubs, fraternities, orphanages, nursing homes, rooming or boarding houses, and like customers. This rate shall also apply to customers to whom service is not available under any other resale rate schedule.

#### Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a service voltage available in the vicinity or agreed to by Distributor.

#### Base Charges

1. If (a) the higher of (i) the customer's currently effective contract demand, if any, or (ii) its highest billing demand during the latest 12-month period is not more than 50 kW and (b) the customer's monthly energy takings for any month during such period do not exceed 15,000 kWh:

Customer Charge: \$24.86 per delivery point per month

Energy Charge:

Summer Period 8.329¢ per kWh per month

Winter Period 8.003¢ per kWh per month

Transition Period 7.815¢ per kWh per month

2. If (a) the higher of (i) the customer's currently effective contract demand or (ii) its highest billing demand during the latest 12-month period is greater than 50 kW but not more than 1,000 kW or (b) the customer's billing demand is less than 50 kW and its energy takings for any month during such period exceed 15,000 kWh:

Customer Charge: \$49.00 per delivery point per month

Demand Charge:

Summer Period First 50 kW of billing demand per month, no demand charge

Excess over 50 kW of billing demand per month, at \$12.62 per kW

Winter Period First 50 kW of billing demand per month, no demand charge

Excess over 50 kW of billing demand per month, at \$11.69 per kW

Transition Period First 50 kW of billing demand per month, no demand charge

Excess over 50 kW of billing demand per month, at \$11.69 per kW

\*Net Effective Rate Schedule incorporating adjustments set forth in the October 2015 Adjustment Addendum but excluding the monthly Total Fuel Cost.

Energy Charge:

Summer Period	First 15,000 kWh per month at 8.438¢ per kWh Additional kWh per month at 4.183¢ per kWh
Winter Period	First 15,000 kWh per month at 8.112¢ per kWh Additional kWh per month at 3.874¢ per kWh
Transition Period	First 15,000 kWh per month at 7.924¢ per kWh Additional kWh per month at 3.759¢ per kWh

3. If the higher of (a) the customer's currently effective contract demand or (b) its highest billing demand during the latest 12-month period is greater than 1,000 kW:

Customer Charge: \$122.00 per delivery point per month

Demand Charge:

Summer Period	First 1,000 kW of billing demand per month, at \$11.69 per kW Excess over 1,000 kW of billing demand per month, at \$11.65 per kW, plus an additional \$11.65 per kW per month for each kW, if any, of the amount by which the customer's billing demand exceeds the higher of 2,500 kW or its contract demand
Winter Period	First 1,000 kW of billing demand per month, at \$10.76 per kW Excess over 1,000 kW of billing demand per month, at \$10.72 per kW, plus an additional \$10.72 per kW per month for each kW, if any, of the amount by which the customer's billing demand exceeds the higher of 2,500 kW or its contract demand
Transition Period	First 1,000 kW of billing demand per month, at \$10.76 per kW Excess over 1,000 kW of billing demand per month, at \$10.72 per kW, plus an additional \$10.72 per kW per month for each kW, if any, of the amount by which the customer's billing demand exceeds the higher of 2,500 kW or its contract demand

Energy Charge:

Summer Period	4.482¢ per kWh per month
Winter Period	4.173¢ per kWh per month
Transition Period	4.059¢ per kWh per month

Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.

\*Net Effective Rate Schedule incorporating adjustments set forth in the October 2015 Adjustment Addendum but excluding the monthly Total Fuel Cost.

## Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

## Determination of Demand

Distributor shall meter the demands in kW of all customers having loads in excess of 50 kW. The metered demand for any month shall be the highest average during any 30-consecutive-minute period of the month of the load metered in kW. The measured demand for any month shall be the higher of the highest average during any 30-consecutive-minute period of the month of (a) the load metered in kW or (b) 85 percent of the load in kVA plus an additional 10 percent for that part of the load over 5,000 kVA, and such measured demand shall be used as the billing demand, except that the billing demand for any month shall in no case be less than 30 percent of the higher of the currently effective contract demand or the highest billing demand established during the preceding 12 months.

## Minimum Bill

The monthly bill under this rate schedule shall not be less than the sum of (a) the base customer charge, (b) the base demand charge, as adjusted, applied to the customer's billing demand, and (c) the base energy charge, as adjusted, applied to the customer's energy takings; provided, however, that, under 2 of the Base Charges, the monthly bill shall in no event be less than the sum of (a) the base customer charge and (b) 20 percent of the portion of the base demand charge, as adjusted, applicable to the second block (excess over 50 kW) of billing demand, multiplied by the higher of the customer's currently effective contract demand or its highest billing demand established during the preceding 12 months.

Distributor may require minimum bills higher than those stated above.

## Seasonal Service

Customers who contract for service on a seasonal basis shall be limited to 2,500 kW and shall pay the above charges, as adjusted, plus an additional seasonal use charge equal to (1) 1.33¢ per kWh per month under 1 of the Base Charges, (2) the sum of 1.33¢ per kWh for the first 15,000 kWh per month and \$4.00 per kW per month of billing demand in excess of 50 kW under 2 of the Base Charges, and (3) \$4.00 per kW per month of billing demand under 3 of the Base Charges. Consistent with Distributor's standard policy, the customer may arrange for seasonal testing of equipment during offpeak hours.

For such customers, the minimum bill provided for above shall not apply. Distributor may require additional charges to provide recovery of costs for customer-specific distribution facilities.

## Contract Requirement

Distributor may require contracts for service provided under this rate schedule. Customers whose demand requirements exceed 1,000 kW shall be required to execute contracts and such contracts shall be for an initial term of at least 1 year. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective contract demand. If the customer uses any power other than that supplied by Distributor under this rate

\*Net Effective Rate Schedule incorporating adjustments set forth in the October 2015 Adjustment Addendum but excluding the monthly Total Fuel Cost.

schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

### Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

### Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

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Service is subject to Rules and Regulations of Distributor.

\*Net Effective Rate Schedule incorporating adjustments set forth in the October 2015 Adjustment Addendum but excluding the monthly Total Fuel Cost.

**GENERAL POWER CONTRACT  
CITY OF MURFREESBORO**

THIS CONTRACT, made and entered into as of this \_\_\_<sup>th</sup> day of July 2016, by City of Murfreesboro, a Tennessee municipality (the "City"), for the benefit of its Murfreesboro Electric Department ("Distributor") with respect to a facility of its Murfreesboro Water and Sewer Department ("Customer").

**WITNESSETH**

WHEREAS, Customer receives electricity from Distributor for the operation of a municipal water treatment plant at 5528 Sam Jared Drive, Murfreesboro, Tennessee for Account Number 18034064.

WHEREAS, the Tennessee Valley Authority ("TVA") requires Distributor to maintain contracts with customers that exceed a certain level of electricity demand.

WHEREAS, Customer maintains an electricity demand exceeding the level for which the TVA requires a contract.

WHEREAS, the City desires to and does hereby comply with TVA's requirements for a contract by executing this agreement between its departments.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants hereinafter set forth, the parties hereto covenant and agree as follows:

1. The Distributor will supply, and the Customer will take and pay for, all electricity required for the operation of the above in accordance with the terms hereof and the Rules and Regulations of the Distributor, a copy of which is attached hereto and hereby made a part hereof. This contract allows a maximum demand not exceeding 1500 kW, which amount shall be the contract demand hereunder. The Customer shall not take electricity in excess of such contract demand except by agreement of Distributor and revision of contract, but nothing herein contained shall be construed to relieve the Customer of the obligation to pay for such amounts of electricity as may actually be taken.
2. **Rates and Charges.** Customer shall pay Distributor monthly for power and energy available under this contract in accordance with the rates, charges, and provisions of Distributor's General Power Rate, Schedule GSA as modified, adjusted or replaced from time to time by agreement between Distributor and the Tennessee Valley Authority. Said rate schedule, which is Distributor's currently effective standard rate schedule applicable to consumers of the same class as Customer, together with its current adjustment addendum, is attached hereto and hereby made a part hereof; provided by, however, that the paragraph thereof headed "Seasonal Service" shall be of no force and effect. In the event of any conflict between the provisions of said rate schedule, as so modified, or replaced, and other provisions of this contract, the latter shall control.
3. **Minimum Monthly Bill.** The Customer shall pay a Minimum Monthly Bill as determined by the provision entitled "Minimum Bill" of the rate schedule attached as Exhibit A, as modified or replaced from time to time by agreement between Distributor and the Tennessee Valley Authority, but in no case shall the minimum monthly bill be less than the Minimum Monthly Bill reflected in Exhibit A.
4. **Term.** This contract shall become effective as of April 26, 2016; provided, however, that all provisions hereof relating to the availability of and payment for power and energy shall become effective on April 26<sup>th</sup>, 2016 which date shall be the date of initial availability hereunder. This contract shall continue in effect for an initial term of five (5) years from said date of initial availability and, at the end of said initial term, the contract shall be renewed automatically for an additional term of one (1) year and from year to year thereafter unless written notice to the

contrary is given by either party to the other at least three (3) months prior to the expiration of said initial term or any then existing renewal term.

**5. Facilities.**

- a. It is recognized that Distributor has provided certain facilities to supply power and energy to Customer's operations. Said facilities shall include, at the request of Customer, one (1) 1500 KVA 277/480 volt grounded-wye transformer.
- b. Customer acknowledges that Distributor has rights in, over, and across Customer's property as may be necessary or desirable to permit the installation, maintenance, operation, repair and replacement of the Distributor's facilities required to supply Customer with power and energy hereunder. The rights of way for Distributor's facilities shall be at locations on Customer's property mutually satisfactory to Distributor and Customer. In the event that Customer requires the relocation of said facilities which shall be and remain the personal property of Distributor, such relocation shall be made at Customer's expense.

**6. Availability of Power.**

- a. Subject to the other provisions of this contract, Distributor will, commencing with the date of initial availability hereunder, make available to Customer, and Customer will take and buy from Distributor, Customer's requirements of firm power and energy for the operation of Customer's said operations.
- b. The Customer agrees that the Distributor may be limited in the amount of power that it can furnish due to limitations made by the Tennessee Valley Authority, Distributor's supplier of power. The Customer further understands that the Distributor on some occasions may be unable to furnish electric power due to unforeseen, unavoidable circumstances and agrees to make no claim against Distributor as a result of any such inability to furnish power.

**7. Conditions of Delivery.**

- a. The above rates and charges are based upon the supply of service through a single delivery and metering point. The point of delivery for power and energy made available hereunder shall be the point of connection of Distributor's facilities to Customer's facilities. The power and energy made available by Distributor hereunder shall be in the form of three-phase, alternating current at a frequency of approximately 60 hertz and, under normal operating conditions be within the range of voltage specified by ANSI standards. Maintenance by Distributor at said point of delivery of approximately the above-stated voltage and frequency shall constitute availability of power and energy for purposes of this contract. The power and energy to be supplied hereunder shall be measured by Distributor's metering facilities near said point of delivery.
- b. Distributor shall not be obligated to provide protective equipment for Customer's facilities, but Distributor may provide such protective equipment, as it deems necessary for the protection of its own property and operations. The electrical equipment installed by Customer shall be capable of satisfactory coordination with any protective equipment installed by Distributor. Customer shall be responsible for protection of own equipment against loss of phase occurrence (partial power). Customer shall exercise all reasonable precautions and install all equipment necessary to limit its total demand as determined in accordance with the rate schedule hereinafter specified to the amount to which it is entitled hereunder.

**8. Phase Balancing.** Customer shall endeavor to take and use power and energy in such manner that the current will be reasonably balanced on the three phases. In the event that any

check indicates that the current on the most heavily loaded phase exceeds the current on either of the other phases by more than 20 percent, Customer shall make at its expense, upon request, the changes necessary to correct the unbalanced condition. If said unbalanced condition is not corrected within 60 days, or such other period as may be agreed upon, Distributor may thereafter elect to meter the load on individual phases and compute the billing demand as being equal to three times the maximum kilowatt load on any phase. For all purposes hereunder, the load on any phase shall be the load measured by a wattmeter connected with the current coil in that phase wire and the potential coil connected between that phase wire and the neutral voltage point.

- 9. Electrical Fluctuations.** The power and energy taken by Customer hereunder shall not be used in such manner as to cause unusual voltage fluctuations or disturbances to Distributor's or TVA's system. In the event Customer's use of power causes fluctuations or disturbances on Distributor's or TVA's system, Distributor may require Customer, at customer's expense, to install suitable apparatus to keep such fluctuations or disturbances within reasonable limits.
- 10. Notices.** Any notice or demand required by this contract shall be deemed properly given if mailed, postage prepaid, to the General Manager of Murfreesboro Electric Department on behalf of Distributor, or to Customer at Murfreesboro Water and Sewer Department on behalf of Customer. The designation of the person to be so notified or the address of such person may be changed at any time and from time to time by either party by similar notice.
- 11. Waiver.** A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.
- 12. Successors and Assigns.** This contract may not be assigned by Customer.
- 13. Counterparts.** This contract may be executed in any number of counterparts, and all such counterparts, each executed and delivered as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their respective officers thereunto duly authorized, as of the day and year first above written.

City of Murfreesboro  
Murfreesboro Electric Department

City of Murfreesboro  
Murfreesboro Water & Sewer Department

\_\_\_\_\_  
Steve Sax, General Manager

\_\_\_\_\_  
Rob Lyons, City Manager

Approved as to form:

\_\_\_\_\_  
Craig D. Tindall, City Attorney

## EXHIBIT A

### MURFREESBORO ELECTRIC DEPARTMENT

#### GENERAL POWER RATE--SCHEDULE GSA

(October 2015)\*

##### Availability

This rate shall apply to the firm power requirements (where a customer's contract demand is 5,000 kW or less) for electric service to commercial, industrial, and governmental customers, and to institutional customers including, without limitation, churches, clubs, fraternities, orphanages, nursing homes, rooming or boarding houses, and like customers. This rate shall also apply to customers to whom service is not available under any other resale rate schedule.

##### Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a service voltage available in the vicinity or agreed to by Distributor.

##### Base Charges

1. If (a) the higher of (i) the customer's currently effective contract demand, if any, or (ii) its highest billing demand during the latest 12-month period is not more than 50 kW and (b) the customer's monthly energy takings for any month during such period do not exceed 15,000 kWh:

Customer Charge: \$24.86 per delivery point per month

Energy Charge:

Summer Period 8.329¢ per kWh per month

Winter Period 8.003¢ per kWh per month

Transition Period 7.815¢ per kWh per month

2. If (a) the higher of (i) the customer's currently effective contract demand or (ii) its highest billing demand during the latest 12-month period is greater than 50 kW but not more than 1,000 kW or (b) the customer's billing demand is less than 50 kW and its energy takings for any month during such period exceed 15,000 kWh:

Customer Charge: \$49.00 per delivery point per month

Demand Charge:

Summer Period First 50 kW of billing demand per month, no demand charge

Excess over 50 kW of billing demand per month, at \$12.62 per kW

Winter Period First 50 kW of billing demand per month, no demand charge

Excess over 50 kW of billing demand per month, at \$11.69 per kW

Transition Period First 50 kW of billing demand per month, no demand charge

Excess over 50 kW of billing demand per month, at \$11.69 per kW

\*Net Effective Rate Schedule incorporating adjustments set forth in the October 2015 Adjustment Addendum but excluding the monthly Total Fuel Cost.

Energy Charge:

Summer Period	First 15,000 kWh per month at 8.438¢ per kWh Additional kWh per month at 4.183¢ per kWh
Winter Period	First 15,000 kWh per month at 8.112¢ per kWh Additional kWh per month at 3.874¢ per kWh
Transition Period	First 15,000 kWh per month at 7.924¢ per kWh Additional kWh per month at 3.759¢ per kWh

3. If the higher of (a) the customer's currently effective contract demand or (b) its highest billing demand during the latest 12-month period is greater than 1,000 kW:

Customer Charge: \$122.00 per delivery point per month

Demand Charge:

Summer Period	First 1,000 kW of billing demand per month, at \$11.69 per kW Excess over 1,000 kW of billing demand per month, at \$11.65 per kW, plus an additional \$11.65 per kW per month for each kW, if any, of the amount by which the customer's billing demand exceeds the higher of 2,500 kW or its contract demand
Winter Period	First 1,000 kW of billing demand per month, at \$10.76 per kW Excess over 1,000 kW of billing demand per month, at \$10.72 per kW, plus an additional \$10.72 per kW per month for each kW, if any, of the amount by which the customer's billing demand exceeds the higher of 2,500 kW or its contract demand
Transition Period	First 1,000 kW of billing demand per month, at \$10.76 per kW Excess over 1,000 kW of billing demand per month, at \$10.72 per kW, plus an additional \$10.72 per kW per month for each kW, if any, of the amount by which the customer's billing demand exceeds the higher of 2,500 kW or its contract demand

Energy Charge:

Summer Period	4.482¢ per kWh per month
Winter Period	4.173¢ per kWh per month
Transition Period	4.059¢ per kWh per month

Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.

\*Net Effective Rate Schedule incorporating adjustments set forth in the October 2015 Adjustment Addendum but excluding the monthly Total Fuel Cost.

## Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

## Determination of Demand

Distributor shall meter the demands in kW of all customers having loads in excess of 50 kW. The metered demand for any month shall be the highest average during any 30-consecutive-minute period of the month of the load metered in kW. The measured demand for any month shall be the higher of the highest average during any 30-consecutive-minute period of the month of (a) the load metered in kW or (b) 85 percent of the load in kVA plus an additional 10 percent for that part of the load over 5,000 kVA, and such measured demand shall be used as the billing demand, except that the billing demand for any month shall in no case be less than 30 percent of the higher of the currently effective contract demand or the highest billing demand established during the preceding 12 months.

## Minimum Bill

The monthly bill under this rate schedule shall not be less than the sum of (a) the base customer charge, (b) the base demand charge, as adjusted, applied to the customer's billing demand, and (c) the base energy charge, as adjusted, applied to the customer's energy takings; provided, however, that, under 2 of the Base Charges, the monthly bill shall in no event be less than the sum of (a) the base customer charge and (b) 20 percent of the portion of the base demand charge, as adjusted, applicable to the second block (excess over 50 kW) of billing demand, multiplied by the higher of the customer's currently effective contract demand or its highest billing demand established during the preceding 12 months.

Distributor may require minimum bills higher than those stated above.

## Seasonal Service

Customers who contract for service on a seasonal basis shall be limited to 2,500 kW and shall pay the above charges, as adjusted, plus an additional seasonal use charge equal to (1) 1.33¢ per kWh per month under 1 of the Base Charges, (2) the sum of 1.33¢ per kWh for the first 15,000 kWh per month and \$4.00 per kW per month of billing demand in excess of 50 kW under 2 of the Base Charges, and (3) \$4.00 per kW per month of billing demand under 3 of the Base Charges. Consistent with Distributor's standard policy, the customer may arrange for seasonal testing of equipment during offpeak hours.

For such customers, the minimum bill provided for above shall not apply. Distributor may require additional charges to provide recovery of costs for customer-specific distribution facilities.

## Contract Requirement

Distributor may require contracts for service provided under this rate schedule. Customers whose demand requirements exceed 1,000 kW shall be required to execute contracts and such contracts shall be for an initial term of at least 1 year. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective contract demand. If the customer uses any power other than that supplied by Distributor under this rate

\*Net Effective Rate Schedule incorporating adjustments set forth in the October 2015 Adjustment Addendum but excluding the monthly Total Fuel Cost.

schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

### Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

### Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

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Service is subject to Rules and Regulations of Distributor.

\*Net Effective Rate Schedule incorporating adjustments set forth in the October 2015 Adjustment Addendum but excluding the monthly Total Fuel Cost.

# MURFREESBORO WATER & SEWER DEPARTMENT



Date: February 5, 2016  
To: Jason Repsher, TDEC  
From: John Strickland, Wastewater Manager  
Re: Citizens' complaints of odor at Middle Point Landfill

*Creating a Better  
Quality of Life*

- 1. Murfreesboro Water & Sewer Department (MWSD) believes its dewatered sludge is not the cause of the complaints from citizens about the odor at Middle Point landfill.**
  - a. Because dewatered sludge has such little odor, the engineering firm designed our production facility without an odor control system.
  - b. Our facility is located between two neighborhoods and in almost two decades of operation, we have never received a dewatered sludge odor complaint.
  - c. Our experience is that the smell of garbage is much worse than the dewatered sludge.
  - d. We are a small fraction of the material that is hauled to the landfill. If we were the cause of the complaints, the stench would be overwhelming and obvious.
  - e. Over 10 years ago, the landfill conducted tests that compared our dewatered sludge to Metro's. The conclusion was that ours was not an extraordinary source of odor.
  - f. We don't have scientific data that shows MWSD's dewatered sludge is the problem.
- 2. Including restricted access for MWSD's dewatered sludge is unnecessary.**
  - a. TDEC & Republic have developed a thorough plan that does not depend on MWSD.
  - b. Including MWSD would create an unwarranted expectation among the public as to the elimination of odors from the landfill.
- 3. How else can MWSD help?**
  - a. The following ideas have been explored, but will not help:
    - i. Changing the route of the trucks to the landfill.
      1. The current route is the least residential route.
    - ii. Storing dewatered sludge at the plant.
      1. There are no storage facilities.
      2. If the dewatered sludge were the problem, storing it between two neighborhoods would create another problem site.
    - iii. Use MWSD staff for public outreach to environmental groups.
      1. The case is very sensitive and MWSD staff is unlikely to be able to improve matters beyond what Republic & TDEC have achieved.
  - b. The following ideas may help:
    - i. Restrict the times that headworks screenings are dumped.
      1. The odor of the screenings is much worse than dewatered sludge.
    - ii. Use MWSD staff with expert knowledge to evaluate the odor control systems at the landfill and suggest improvements.
    - iii. Use MWSD consultants with expert knowledge to evaluate the odor control systems at the landfill and suggest improvements.

## **Recommendation**

TDEC limit Murfreesboro's inclusion in its action plan to address citizens' complaints about odor at Middle Point landfill to restricting the timeframe in which MWSD may haul headworks screening to the landfill.

# **AGREEMENT FOR ENGINEERING CONSULTING SERVICES FOR THE PREPARATION OF BIOSOLIDS MASTER PLAN**

This Task Order, made and entered into by and between the Murfreesboro Water and Sewer Department (MWSD), hereinafter called the "OWNER" and Smith Seckman Reid, Inc., hereinafter called the "ENGINEER" shall be in accordance with our Master Services Agreement and as described herein.

## **Purpose**

This Task Order authorizes and directs the ENGINEER to proceed in providing to the OWNER engineering services for the **development of a Biosolids Master Plan (BMP) at the Sinking Creek Wastewater Treatment Plant.**

## **Project Understanding**

The OWNER currently has solids holding tanks, rotary press dewatering and truck offload for the biosolids generated at their Sinking Creek Wastewater Treatment Plant. Offloaded sludge is transported to Middle Point landfill for final disposal. The OWNER has been informed that the Middle Point landfill will not be accepting sludge for final disposal after Year 2020. As a result, the OWNER would like the ENGINEER to prepare a Biosolids Master Plan. The BMP is intended to serve as a planning document and a roadmap to the continued development of wastewater treatment infrastructure through a planning period of twenty (20) years. This roadmap will be tailored to the MWSD stated objectives through its priority ranking of the 10 Attributes of Effective Utility Management. It will also be directly coordinated to the City's Comprehensive Plan. Through this coordination, the BMP will project the anticipated needs of the wastewater treatment plant and will evaluate alternatives for the Department to meet those needs.

## **Engineer's Scope of Services**

Engineer shall provide Study Phase Services associated with the preparation of the BMP. Those services will include the following individual tasks and sub-tasks:

### **Task 1 - Summarize Existing Biosolids Management Approach and Costs**

#### **Subtasks**

- 1.1 Develop a summary of current solids production for SCWWTP. The summary will focus on the current capability of SCWWTP to process solids. The work effort will include:

- Review operating records to develop historical data on solids handling production.
  - Review existing wastewater disposal operation and future plans.
  - Review existing biosolids disposal costs.
  - Evaluate the solids handling capacity of existing equipment.
  - Identify any upgrades and improvements either underway or planned.
  - Identify existing structures useful for future solids handling.
  - Determine inefficiencies and bottlenecks in existing solids handling unit processes.
- 1.2 Develop future solids production projections based on current data (for 5-Year Plan) and Comprehensive Plan projected flows (for 20-Year Plan) including:
- annual average daily flow rate;
  - maximum month daily flow rate; and
  - peak day daily flow rate.
  - Solids production estimates will be used as a basis for comparison of alternative biosolids handling, treatment and reuse or disposal processes.
- 1.3 Prepare a summary technical memorandum of the findings from this phase of work.
- 1.4 Develop preliminary list of biosolids management alternatives with short narrative descriptions including: Landfilling of Dewatered Sludge (unstabilized or Class B), Class B land application, Third-Party Management of biosolids (e.g., commercial product or fuel), Municipal Use of Class A, and Distribution of Class A biosolids products.
- 1.5 Organize the first workshop with MWSD to review the current solids handling information, the projected solids production rates (5-Year and 20-Year), and other findings of this phase.
- Discuss technological and industry trends in biosolids management, solids handling processes, and solids handling equipment in order to achieve Class A and Class B biosolids quality with an emphasis on successful regional approaches.
  - Discuss the impact of applicable and anticipated State and Federal regulations.

- Develop a list of guiding principles for Biosolids Master Plan which incorporate MWSD mission, goals, preferences and 10 Attributes of Effective Utility Management.
- Establish the weighting of the criteria to be utilized during the evaluation of each alternative.
- Develop a consensus opinion of the most favored solids management alternatives (5\_year and 20-Year) which are practical and have a high probability of successful implementation in the future.
- Prepare a workshop summary.

### **Deliverables**

- Summary of Monthly Operating Report Data including charts of relevant factors including flow, water quality and chemical consumption.
- A Technical Memorandum will be compiled, including Workshop Summary.

### **Schedule**

The task is projected to be complete within 6 weeks of contract execution.

## **Task 2 – Comprehensive Evaluation of Select Solids Management Plan Alternatives**

### **Subtasks**

- 2.1 Develop the requirements to implement most favored solids management alternatives concepts by considering the following:
- Develop a site specific description and concept site plan along with major equipment list for each alternative.
  - Identify additional considerations for MWSD management, including potential contingency planning, and effects on operations and staffing.
  - Describe potential impacts, requirements and restrictions of applicable and anticipated Federal and State regulations.
  - Arrange for and conduct up to six (6) tours of other wastewater treatment plants that operate and maintain biosolids processing facilities using the **representative technologies** included in the favored solids management alternatives. The visits will include an opportunity for MWSD representatives to observe the operation of the process and the associated ancillary systems.

Discuss the operation and maintenance requirements of the process with the plant staff and to gather detailed information on staffing requirements, energy consumption, process reliability, monitoring requirements, etc. SSR will prepare a narrative summary of each plant tour.

- 2.2 Evaluate each alternative in terms of guiding principles (i.e., weighted criteria) and 10 Attributes of Effective Utility Management. Planning levels cost estimates for the capital and operation and maintenance costs. Capital costs will include construction costs, and associated indirect costs such as engineering, inspection, construction management, permitting, etc. Operations costs will include labor, utilities, consumable materials such as polymer for dewatering, and costs for hauling (if applicable). Costs associated with this planning phase will be order-of-magnitude type estimates (i.e., -50%, +200%).
- 2.3 Prepare a summary technical memorandum of the findings from this phase of work.
- 2.4 Conduct a Second workshop presenting the development and evaluation of Solids Handling Alternatives. The purpose of the second workshop will be to select the most appropriate biosolids management strategy. MWSD and SSR will collaboratively review the score card criteria identified in Task 1 for the most favored alternatives and make adjustments or refinements as needed based on the findings of the evaluation and workshop discussions. Prepare workshop summary.

### **Deliverables**

- Plant tour summaries.
- Technical memorandum No. 1
- Workshop summary.

### **Schedule**

Work on these subtasks will begin immediately upon completion of the Task 1 deliverables and will be complete in eight (8) weeks

## **Task 3 - Biosolids Management Plan Report Preparation**

### **Subtasks**

- 3.1 Prepare a draft report summarizing the analysis and results of the project.
- 3.2 After receipt of comments from MWSD on the draft report, prepare a final report.
- 3.3 Conduct a briefing for the MWSD Board.

### **Time of Completion**

The Draft Biosolids Master Plan will be complete and ready for OWNER review within four (4) weeks of completion of Task 2. The Final Biosolids Master Plan will be complete within 30 days of receiving OWNER's comments.

### **Compensation**

The ENGINEER will be compensated based upon the Standard Hourly Rates method as described in the Master Services Agreement executed in 2002 and updated in April 2016.

The fee ceiling for these services is established at a maximum cost of \$84,740.00, which will not be exceeded without written authorization of OWNER. If the OWNER requires additional services related to this project, the work will be compensated based upon the Standard Hourly Rates as described in the Master Services Agreement. These additional services will only be performed upon written authorization from OWNER.

Reimbursables, as described in the Master Services Agreement, shall be billed at cost and shall include out of town travel, laboratory testing, and outside plotting and printing.

### **Coordination with County Solid Waste Disposal Feasibility Study**

Any effort to coordinate with the County and/or County representative related to the Solid Waste Disposal Feasibility Study is excluded from this work order. Should the OWNER require these services for this project, ENGINEER will provide services under the terms and rates established in the Master Services Agreement.

### **Invoicing**

Invoices will be sent monthly for progress to date. Invoices will be due upon receipt.

### **Deliverables**

ENGINEER will deliver for OWNER's review and use eight (8) hardcopies and one (1) electronic copy of:

1. Technical memorandum No. 1;
2. Technical memorandum No. 2;
3. Plant Tour Summaries;
4. Workshop No. 2 Summary;
5. DRAFT Biosolids Master Plan; and
6. FINAL Biosolids Master Plan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this, the

\_\_\_\_\_ day of \_\_\_\_\_ 2016.

SMITH SECKMAN REID, INC.

WITNESS

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Principal

Title: Project Manager

CITY OF MURFREESBORO

WITNESS

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City of Murfreesboro Legal Department

Hourly Rate		TOTALS	Summary								
			Principal 180	Project Manager 150	Senior Engineer I 145	Engineer II 125	Engineer I 105	Sr. Designer II 125	Sr. Designer I 105	Technician 90	Admin/ Clerical 65
<b>Task 1- Summarize Existing Biosolids Management Approach and Costs</b>											
SubTask 1.1	Develop current solids production and handling		0	0	40	0	0	0	0	0	0
	Review operating records solids handling production										
	Review existing wastewater and solids disposal practices										
	Evaluate solids handling capacity of existing equipment										
	Identify upgrades underway or planned										
	Determine remaining useful life of key processing equipment										
SubTask 1.2	Develop future solids production projections		2	0	16	0	0	0	0	0	0
	5YR - AA, MM, PD										
	20YR - AA, MM, PD										
SubTask 1.3	Prepare technical memorandum		0	0	16	0	0	0	0	0	8
SubTask 1.4	Develop preliminary list of biosolids management alternatives		0	0	16	0	0	0	0	0	0
SubTask 1.5	Conduct first workshop		6	8	52	0	0	0	0	0	8
	Technology and industry trends in biosolids management										
	Impact of applicable and anticipated State and Federal Regs										
	Develop list of guiding principles										
SubTask 1.6	Prepare workshop summary		0	0	8	0	0	0	0	0	8
<b>Task 1 Subtotal Hours</b>		<b>188</b>	<b>8</b>	<b>8</b>	<b>148</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>
<b>Task 1 Subtotal Cost</b>		<b>25,660</b>	<b>\$1,440</b>	<b>\$1,200</b>	<b>\$21,460</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,560</b>
<b>Task 2- Equ Comprehensive Evaluation of Selected Solids Management Plan Alternatives</b>											
SubTask 2.1	Develop most favored solids management alternatives		0	0	0	0	0	0	0	0	0
	Develop description and site plan		0	0	32	0	0	0	16	0	0
	Develop contingency plan and effects on operations/staffing		0	0	24	0	0	0	0	0	0
	Describe regulatory impacts, requirements and restrictions		0	0	12	0	0	0	0	0	0
	Conduct up to six plant tours		16	48	60	0	0	0	0	0	0
SubTask 2.2	Evaluate each alternative		1	0	32	0	0	0	0	0	0
SubTask 2.3	Prepare technical memorandum		0	0	16	0	0	0	8	0	8
SubTask 2.4	Conduct second workshop		4	8	16	0	0	0	0	0	0
SubTask 2.5	Evaluation Documentation		0	0	24	0	0	0	0	0	0
SubTask 2.6	Prepare workshop summary		0	0	8	0	0	0	0	0	4
<b>Task 2 Subtotal Hours</b>		<b>337</b>	<b>21</b>	<b>56</b>	<b>224</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>12</b>
<b>Task 2 Subtotal Cost</b>		<b>47,960</b>	<b>\$3,780</b>	<b>\$8,400</b>	<b>\$32,480</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,520</b>	<b>\$0</b>	<b>\$780</b>
<b>Task 3- Recommended Biosolids Management Plan Report</b>											
SubTask 3.1	Prepare draft report		2	4	32	0	0	0	12	0	12
SubTask 3.2	Prepare final report		1	2	16	0	0	0	4	0	4
<b>Task 3 Subtotal Hours</b>		<b>89</b>	<b>3</b>	<b>6</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>16</b>
<b>Task 3 Subtotal Cost</b>		<b>11,120</b>	<b>\$540</b>	<b>\$900</b>	<b>\$6,960</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,680</b>	<b>\$0</b>	<b>\$1,040</b>
<b>LABOR HOURS</b>		<b>614</b>	<b>32</b>	<b>70</b>	<b>420</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>52</b>
<b>LABOR COST</b>		<b>84,740</b>	<b>5,760</b>	<b>10,500</b>	<b>60,900</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,200</b>	<b>0</b>	<b>3,380</b>

July 20, 2016

Ms. Valerie Smith, Assistant Director  
Murfreesboro Water & Sewer Dept.  
300 N. W. Broad Street  
Murfreesboro, TN 37130

Re: Replacement of DeJarnette Lane Pump Station No. 13  
Murfreesboro, Tennessee

Dear Valerie:

Enclosed is a copy of the Bid Tabulation on the bids received July 14, 2016. The low bidder is W & O Construction, Parsons, TN. We recommend the award of this project to W & O Construction for their low bid of \$1,515,000.00.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.



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

Enclosures

**BID TABULATION**

Replacement of Dejarnette Lane Pump Station No. 13

Murfreesboro, Tennessee

July 14, 2016 - 10:00 AM

**GRAND TOTAL  
(Stipulated Bid Price)**

**CONTRACTOR**

Haren Construction

\$1,532,000.00

W & O Construction

\$1,515,000.00

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Engineering Work Order 09-47-001.2**  
**Amendment No. 3**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: May 2, 2014
- b. Owner: Murfreesboro Water and Sewer Department
- c. Engineer: Smith Seckman Reid, Inc
- d. Project: West Fork NPDES Application

2. *Description of Modifications:*

- a. Summer and Fall Sampling for 2016- In order to continue establishing a baseline of data to support MWSD's contention that the SCWWTP effluent is helping rather than hurting the overall health of the West Fork Stones River, and to further that baseline for a potential NPDES permit application on the East Fork Stones River, two additional sampling events will occur in the Summer of 2016 and the Fall of 2016/2017. It is anticipated that there will be two meetings at MWSD to review the results of these efforts. The approximate cost of this effort is \$98,920.00.

3. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ 207,000.00
- b. Net change for prior amendments: \$ 26,261.00
- c. This amendment amount: \$ 98,920.00
- d. Adjusted Agreement amount: \$ 332,181.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

ENGINEER:

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date  
Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



215 Jamestown Park, Suite 100 • Brentwood, TN 37027 • (615) 373-8532

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resources | water, air, earth

July 15, 2016

152384

Mr. Mike Bernard, P.E.  
Smith Seckman Reid, Inc.  
2995 Sidco Drive  
Nashville, Tennessee 37204

Sent via e-mail to [MBernard@ssr-inc.com](mailto:MBernard@ssr-inc.com)

**RE: Proposal to Conduct Water Quality and Biological Analyses of the East Fork Stones River and the West Fork Stones River and to Develop a Permit Rationale for the Murfreesboro Water and Sewer Department**

Dear Mr. Bernard:

At your request, AquAeTer, Inc. has prepared a Scope of Work to continue providing water quality analyses and biological analyses of the East Fork Stones River and the West Fork Stones River. The biological investigations are to be conducted in both streams to continue to develop a database to determine if these streams are meeting their designated uses. The work will include biological and nutrient data collection to evaluate the health of both Rivers. These data will be collected over one summer and one late fall sample period with field collections for macroinvertebrates and water quality, and three individual 90-day time-series Biological Oxygen Demand (BOD) analyses. The biological and nutrient data can then be submitted to the State to provide additional real data to demonstrate that the West Fork Stones River is meeting its designated use and is not impaired. The study area extends on the West Fork Stones River from Nice Mill Dam Recreation area to the City of Murfreesboro Greenway Trailhead and on the East Fork Stones River from the transition zone of the backwaters of Percy Priest Lake and the free flowing portion of the river to the upstream extent of the Coleman Farm.

## **SCOPE OF WORK**

**AquAeTer** has prepared the following scope of work for this project. The scope of work will include monitoring both the East Fork Stones River and the West Fork Stones River to assess the current status with regards to their designated uses.

## **Work Plan**

A Work Plan was previously developed for the work in 2015. This Work Plan will be amended to account for the additional sample collection during the late fall period. The Work Plan will provide specific details to sampling and methodology. The Work Plan will be submitted to SSR and to the MWSD for review. Upon review and acceptance, **AquAeTer** will start in the planning of executing process.

## **Stream Investigations**

The West Fork Stones River is currently listed as impaired due to nutrient enrichment and sedimentation. Biological studies that have been completed by the state and various other constituents appear flawed according to the Standard Operating Procedures established by the state. Also, there is no specific impairment that is caused by nitrate other than the 10 mg/L drinking water standard for nitrate. Nitrate is not toxic to fisheries or macrobenthos at the concentrations that have been found in the previous sampling events. It is used by algae for primary productivity, but no algae studies have been completed by the state to demonstrate that the algal populations are not healthy. The other issue here is that the water quality regulations promulgated by the Tennessee Department of Environment and Conservation has a DO of 5 mg/L at all times versus the more normal DO standard for southern streams of 5 mg/L as a 24-hr average with no 8 hour period during the 24-hour day being less than 4 mg/L. In other words, TDEC's water quality standard does not allow for the natural diurnal cycle that is expected due to primary productivity. This is a fallacy within the TDEC regulations since natural systems can result in diurnal DOs less than a fixed 5 mg/L DO standard and still be a non-impaired stream with healthy aquatic resources. The biological investigations will be done to determine if the current diurnal DO swing negatively or positively affects the aquatic resources of the two rivers.

To continue building the database of data for the West Fork Stones River, we propose to do the following investigations:

1. Macrobenthological Collections will be conducted at six stations on the West Fork Stones River and at three locations on the East Fork Stones River, a total of nine stations. These collections will be completed during the summer months and again in the late fall. **AquAeTer** will follow the TDEC SOP for macrobenthos collections. **AquAeTer** will collect the macrobenthos samples in the field and bring them back to the laboratory for sorting and identification of the macrobenthos under the microscope. One part of the TDEC macrobenthological standard operating procedure uses a field procedure that takes about 1 hour to complete in the field and then calls for laboratory confirmation of the rapid field bioassessment. According to the State SOP, the field rapid bioassessment cannot be relied on to make assessments or conduct statistical metrics on the macrobenthological community. The semi-quantitative method described in the SOP will be utilized. Macrobenthos specimens

will be identified to the species level, except for chironomids which will be identified to the genus, and a third party will be used to verify the reference collection. Macroinvertebrates will be collected sometime from July to as late as September during periods when high flows have not occurred for 2 weeks prior to the specimen collection period, per the TDEC SOP.

During the macroinvertebrate sample collections an invitation will be extended to TDEC to attend the sampling event to observe the techniques being utilized by **AquaAeTer**. This will allow TDEC to visually witness that all State SOPs are being followed as written in the 2011 *Standard Operating Procedures for Macroinvertebrate Stream Surveys*.

During each macroinvertebrate sample event, habitat assessments will be completed. The TDEC SOP will be followed when completing the habitat assessment at each station.

2. Water Quality analyses will be performed during the macroinvertebrate collection and will include samples from the locations of which the macroinvertebrates were collected. The following is a list of the proposed analyses for each sample:
  - a. Nitrogen including:
    - i. Total Kjeldahl nitrogen (TKN);
    - ii. Ammonia nitrogen; and
    - iii. Nitrite + nitrate.
  - b. Phosphorous:
    - i. Total phosphorus; and
    - ii. Dissolved orthophosphate; and,
  - c. In-situ water quality measurements.
  
3. 90-Day time-series Biological Oxygen Demand  
Monthly water samples will be collected from three locations during three consecutive months, the first of which will coincide with the macroinvertebrates collection. The proposed locations for collection are as follows:
  - a. Upstream of the current POTW outfall on the West Fork Stones River;
    - i. Will serve as a background sample to characterize the upstream contributions.
  - b. Current effluent; and,
  - c. Downstream of the current POTW outfall near WF003 from 2014 sampling;
    - i. Will allow for a correlation of the high TMI score with recalcitrant nitrogen and phosphorus.

Samples will be transported back to the **AquAeTer** lab and set up for future analysis. 9 individual water quality samples will be taken from each sample location. These samples will be taken at approximately Time 0, Day 5, Day 10, Day 15, Day 20, Day 30, Day 45, Day 60, and Day 90. The following nutrients will be analyzed:

- a. TKN (Time 0 and Day 90);
- b. Nitrite + Nitrate;
- c. Ammonia;
- d. Total Phosphorus; and,
- e. Dissolved orthophosphates.

Dissolved oxygen content will be measured approximately 18 times throughout the duration of the 90-day period. These oxygen measurements will be recorded and used to calculate a BOD for each sample. This calculation will provide the amount of dissolved oxygen needed by aerobic organisms to breakdown organic material over a specific time period, in this case 90 days.

The end result will provide the ultimate carbonaceous oxygen demand as well as the potential nitrogenous oxygen demand for the stream and effluent samples.

### **Meetings**

We have included costs for five meetings over the course of the study. We anticipate one meeting with the State to discuss the results of field activities following the completion of the study. The other three meetings are intended for periodic updates during the course of the study.

### **Report**

At the completion of all field events, one full report will be developed summarizing the findings of all events. In addition, a separate BOD sample report will be provided.

## **SCHEDULE**

**AquAeTer** is prepared to begin this project upon authorization from the City of Murfreesboro. The Work Plan can be completed within two weeks after authorization. It is anticipated that the field work for the summer investigation will begin in July and continue through November of 2016. The BOD samples take 90 days to complete plus time for the final analytical laboratory results to be provided. It is likely that this portion of the work will extend into January 2017.

It is anticipated that the first draft of the summary report will be available in January 2017, although this will depend upon the exact date of the late fall macrobenthic sampling.

## **COST ESTIMATE**

**AquAeTer** has prepared a cost estimate for this work, as presented in Table 2. The total estimated cost is \$94,300. This cost includes water quality collection and three collections of water for the time-series BOD analysis, including the 90-day monitoring of water samples. We have also included costs of five meetings during the course of the work. The summer and fall 2016 sample is currently scheduled for a three day event due to the expected time demands of TDEC.

## **PROJECT EXPERIENCE**

**AquAeTer** professionals have extensive water quality and NPDES Permitting project experience in 29 states, 1 territory and 6 foreign countries. A few projects pertinent to this project include work in Tennessee, Georgia, Alabama, Florida, South Carolina, North Carolina, Arkansas, Louisiana, Texas, and Oklahoma.

Our team has conducted numerous comprehensive water quality and TMDL analyses including nutrient eutrophication issues as well as biological investigations. Previous work experience includes:

- East Fork Stones River, Murfreesboro, Tennessee;
- West Fork Stones River, Murfreesboro, Tennessee;
- Harpeth River, Franklin, Tennessee;
- Cumberland River, Nashville, Tennessee;
- Mill Creek, a tributary to the Cumberland River, Nashville, Tennessee;
- Overall Creek, a tributary to the Cumberland River, Nashville, Tennessee;
- Tennessee River, Counce, Tennessee;
- Tennessee River, New Johnsonville, Tennessee;
- Clinch River, Oak Ridge and Clinton, Tennessee;
- Duck River, Columbia, Tennessee;
- Pigeon River, Tennessee;
- French Broad River, Tennessee;
- Pigeon River, North Carolina;
- Tombigbee River, Naheola, Alabama;
- Intracoastal Waterway, Gulf Shores, Alabama;
- Alabama River, Burkville, Alabama;
- Alabama River, Yellow Bluff, Alabama;
- Huntsville Spring Branch/Indian Creek, Redstone Arsenal, Alabama;
- Tennessee River, Decatur, Alabama;
- Tombigbee River, Naheola, Alabama;
- Conecuh, Brewton, Alabama;
- Escambia River and Escambia Bay, Pensacola, Florida;
- St. Johns River, Palatka, Florida;

- Hillsborough Bay, Tampa, Florida;
- Manatee River, Bradenton, Florida;
- North and West Bays, Panama City, Florida;
- Turtle River, Brunswick, Georgia;
- North Newport River, Georgia;
- Conasauga, Coosawattee and Oostanaula Rivers, Dalton, Georgia;
- Chattahoochee River, Atlanta, Georgia;
- Ocmulgee and Altamaha Rivers, Georgia;
- Flint River, Woodbine and Oglethorpe, Georgia;
- Savannah River, Augusta, Georgia;
- Broad River/Savannah River/Lake Murray, Elberton, Georgia;
- Ouachita River, Camden and Crossett, Arkansas;
- Red River, Ashdown and Fulton, Arkansas;
- Arkansas River, Little Rock, Arkansas;
- Arkansas River, Russellville, Arkansas;
- Pearl River, Monticello, Mississippi;
- Tennessee River, Calvert City, Kentucky;
- Arkansas River, Muskogee, Oklahoma;
- Grand Neosho River, near Pryor, Oklahoma;
- Mississippi River, Cordova, Alton, and Sauget, Illinois;
- Illinois River, Ottawa and Henry, Illinois;
- Illinois River, Liverpool, Illinois
- Wabash River, Cowling, Illinois;
- Rock River, Rockford and Joslin, Illinois;
- St. Joseph River, Auburn, Indiana;
- Lake Michigan, Whiting, Indiana;
- Wabash River, Terre Haute, Indiana;
- Fox River, Twin Locks, Wisconsin;
- Superior Bay, Duluth, Minnesota;
- St. Louis River, Cloquet, Minnesota;
- Embarrass River, Aurora, Minnesota;
- Fields Brook/Ashtabula River, Ashtabula, Ohio;
- Lake Erie, Ashtabula, Ohio
- Ohio River, Cincinnati, Ohio
- Paint Creek, Greenville, Ohio
- Amuay Bay, Amuay, Venezuela;

## **PROJECT TEAM**

**AquaEter** will assign Mike Corn, P.E. (TN), BCEE as Technical Director. Mr. Corn worked with Smith Seckman Reid on the original Wasteload Allocation Study for the West Fork Stones River in the early 1980's. He recently directed the field work on the East Fork Stones River. Mr. Corn has been involved in TMDL and assimilative capacity studies, as well as the

subsequent dispersion modeling and permit negotiations, for over 40 years. Mr. Corn has been involved in multiple diffuser design/installation projects, including Alaska, Louisiana, Illinois, and other states. Mr. Corn recently directed the work designing the diffuser that is to be installed at the Ferro facility. He has studied over 200 stream, river, lake, estuary, and open ocean systems both in the U.S. and abroad. He has assisted the USEPA, Athens, in the calibration of the dynamic (WASP) wasteload allocation model on the Alabama River near Montgomery, Alabama. He has completed numerous water quality projects in USEPA, Region 4, including projects in Tennessee, Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, and South Carolina.

John Michael Corn, P.E. (TN) will serve as the Project Manager. Mr. Corn recently managed the simulation and design of the diffuser that is to be installed at the Ferro facility. Mr. Corn has more than 13 years' experience in conducting water quality surveys.

Other **AquAeTer** staff members who will likely assist on the project include Nick Carmean, Richard Rogers, Jerrod Manning, and Rachel Stribling. Other staff may be employed as needed to complete the project.

## **STANDARD CONTRACTURAL TERMS**

This project will be conducted pursuant to AquAeTer's contractual terms provided in the Standard Contractual Terms section of this proposal. AquAeTer will use good engineering and scientific practices consistent with the profession and regulatory requirements. Payment will be due 30 days after receipt of invoice. Acceptance of this proposal, standard contractual terms, and attachments can be accomplished by signing and returning one copy (along with an accompanying purchase order) to the following address:

AquAeTer, Inc.  
215 Jamestown Park, Suite 100  
Brentwood, TN 37027

This proposal will remain valid if accepted within 30 days from July 15, 2016.

**CONCLUDING REMARKS**

If you have questions or comments pertaining to this proposal, please contact us by telephone at (615) 373-8532, by FAX at (615) 373-8512, or by e-mail at [jmcom@aquaeter.com](mailto:jmcom@aquaeter.com) or [mcorn@aquaeter.com](mailto:mcorn@aquaeter.com). We appreciate the opportunity to assist you on this project.

Sincerely,

**AquAeTer, Inc.**



John Michael Corn, P.E. (TN)  
Project Manager



Michael R. Corn, P.E. (TN), BCEE  
President

TABLE 2. COST ESTIMATE TO PERFORM ENVIRONMENTAL ASSESSMENT

CATEGORY	TASK 1 SITE EVALUATION, WORK PLAN, HEALTH&SAFETY PLAN		TASK 2 WATER QUALITY ANALYSES		TASK 3 MACROBENTHOS COLLECTION X 2 EVENTS		TASK 4 BIOLOGICAL OXYGEN DEMAND		TASK 5 FIVE MEETINGS		TASK 6 SUMMARY REPORT AND BOD DATA REPORT		TOTAL HOURS	BILL RATE	TOTAL COST
	(hrs)	(\$)	(hrs)	(\$)	(hrs)	(\$)	Per Sample	Flat Rate	(hrs)	(\$)	(hrs)	(\$)	(hrs)	(\$/hr)	(\$)
<b>LABOR</b>															
<b>Technical Director</b>															
Michael R. Corn, P.E.		\$0	2	\$450	8	\$1,800			20	\$4,500	16	\$3,600	46	\$225	\$10,350
<b>Project Manager</b>															
John Michael Corn, P.E.	0.5	\$66	4	\$524	12	\$1,572			40	\$5,240	24	\$3,144	80.5	\$131	\$10,546
<b>Project Scientist/Engineer</b>															
Nick Carmean	2	\$168	6	\$504	68	\$5,712			40	\$3,360	40	\$3,360	156	\$84	\$13,104
Richard Rogers	1	\$84	6	\$504	68	\$5,712				\$0	20	\$1,680	95	\$84	\$7,980
Jerrold Manning		\$0	6	\$444	60	\$4,440				\$0		\$0	66	\$74	\$4,884
Rachel Stribling		\$0		\$0		\$0				\$0	20	\$1,480	20	\$74	\$1,480
<b>Technician</b>		\$0		\$0		\$0				\$0		\$0	0	\$58	\$0
<b>Administrative</b>	1	\$58	2	\$116	4	\$232				\$0	4	\$232	11	\$58	\$638
<b>Total Labor Expenses</b>	4.5	\$376	26	\$2,542	220	\$19,468	\$2,100	\$21,000	100	\$13,100	124	\$13,496	474.5		<b>\$69,982</b>
<b>EXPENSES</b>															
Copies, Fax, Telephone		\$50		\$25		\$25				\$50		\$100			\$250
<b>Travel and Per Diem</b>															
Rental Car and Gas		\$0										\$0			\$0
<b>Laboratory Expenses</b>															
Sort, ID, Data Entry, Supplies						\$5,500									\$5,500
<b>Equipment Rentals</b>															
GPS				\$45		\$90									\$135
Boat						\$500									\$500
Water Quality Multi-Probe				\$275		\$220									\$495
Current Meter															\$0
Boat Electrofisher															\$0
Backpack Electrofisher															\$0
Generator															\$0
Miscellaneous Equipment				\$200		\$400									\$600
Shipping				\$500		\$400									\$900
<b>Total Expenses</b>		\$50		\$1,045		\$7,135		\$0		\$50		\$100			\$8,380
<b>ANALYTICAL LABORATORY</b>															
TKN, NO2+NO3, NH3			20	\$1,540											\$1,540
TP, PO4			20	\$880											\$880
<b>Total Laboratory Expenses</b>		\$0		\$2,420		\$0		\$0		\$0		\$0			\$2,420
<b>SUB-CONTRACTOR</b>															
Third Party Verification						\$9,000									\$9,000
<b>Total Sub-Contractor Costs</b>		\$0		\$0		\$9,000		\$0		\$0		\$0			\$9,000
<b>Sub-Total All Categories</b>		<b>\$426</b>		<b>\$6,007</b>		<b>\$35,603</b>		<b>\$21,000</b>		<b>\$13,150</b>		<b>\$13,596</b>			<b>\$89,782</b>
<b>Contingency</b>		\$21		\$302		\$1,792		\$1,057		\$662		\$684			\$4,519
<b>GRAND TOTAL</b>		\$447		\$6,309		\$37,395		\$22,057		\$13,812		\$14,280			<b>\$94,300</b>

## **STANDARD CONTRACTUAL TERMS**

**AQUAETER, INC. CONTRACTUAL TERMS**  
**(Effective January 1, 2016)**

This document presents the "**AquAeTer, Inc.** Contractual Terms" (Terms) for providing **AquAeTer** (Company) services on the project addressed in **Section 2.0**, unless otherwise stipulated and specifically explained in **Section 1.0**. These Terms include only the topics and content presented in the appropriate section below.

- 1.0 TERMS APPLICATION**
- 2.0 SCOPE OF WORK**
- 3.0 INVOICING**
- 4.0 LIABILITY AND WARRANTIES**
- 5.0 INSURANCE COVERAGE**
- 6.0 PROJECT INTERRUPTION OR TERMINATION**
- 7.0 AUTHORIZATION TO PROCEED**
- EXHIBIT 1 NON-DISCLOSURE AGREEMENT**
- EXHIBIT 2 BILLING SCHEDULE**
- EXHIBIT 3 FORCE MAJEURE**

**1.0. TERMS APPLICATION**

- 1.1 These Terms form the sole basis for Company personnel, agents, subcontractors and/or corporate services to provide services to the Client pursuant to relevant verbal or written agreements; such as those normally presented in project work scopes, proposals, purchase orders, and/or contracts. On some projects the Client and Company will agree that changes, such as scope, schedule, and/or budget, are warranted. These terms will apply to the agreed changes to Company services.
- 1.2 These Terms apply unless otherwise specifically modified in writing by a Company officer.
- 1.3 The Company will serve the Client as an independent contractor and will direct the activities of the Company's employees, agents and subcontractors. For all purposes of this agreement and all work conducted by the Company under the terms of this agreement, the Company includes all of its branch offices, subsidiaries and affiliates, and all officers and employees thereof.
- 1.4 Data, reports, drawings and other information developed specifically for the project will be owned by the Client, with the Company maintaining a copy of information for its records. Proprietary Client information used or developed for the Client will be controlled by the Company pursuant to "**AquAeTer Inc. Non-Disclosure Agreement**" presented in **Exhibit 1**.

- 1.5 The Company will allow the Client to review project information (on-site and/or in Company offices) including project accounting audits during normal working hours and with one week advance notice. Company costs for such visits/audits will be discussed with the Client and handled on a case-by-case basis.
- 1.6 In accomplishing its work, the Company requests that the Client provide timely project information and make decisions consistent with that required for the project scope. Unless written specifically into the project scope, it is expected that the Company will have full Client cooperation and assistance as warranted to complete the project.
- 1.7 Company will comply with identified Client safety programs and procedures with which the Company has knowledge. The Client will provide any special safety training as part of projects and as such, Company personnel time spent on such training is considered billable time.
- 1.8 Company proposals, including work scopes and cost information, remain the sole property of the Company and may not be disclosed to any person or entity other than Client personnel or representatives without prior Company approval.

## **2.0 SCOPE OF WORK**

These Terms apply to work conducted by the Company for the Client as described in a Company Proposal or Work Description that is cited in an Authorization that is approved and signed by the Company and Client.

## **3.0 INVOICING**

Company invoices will be issued on completion of the work or on a frequency that is not longer than once each month. These invoices will include sufficient referencing (e.g., client name, purchase order or contract number, and Company project title and number) to allow the Client to orderly process and pay Company billings. The Company will provide the type of accounting backup information that is applicable to the specific project, as presented in Section 2.

- 3.1 For time and materials projects, reasonable backup documentation will be provided, if requested by the Client. The Company billing schedule is presented in Exhibit 2. The labor billing will be the sum of charges based on the total time for each individual doing project-related work multiplied by the applicable billing rate. Billing for project-related expenses, including subcontractor services, will be based on the actual cost of such expenses multiplied by the appropriate factor in Exhibit 2. The Company will maintain reasonable records for project-related labor hours, subcontract costs, and expense items.
- 3.2 For fixed cost projects, invoicing will depend on the specific arrangements that are mutually acceptable to the Company and Client. Typically, fixed cost project billings for the total fixed cost amount will be made at the end of the project, if the project is completed within one month or less. For projects extending over a period longer than one month, billings will be made no less frequently than monthly with the billing total for

each invoice based on the "percentage-completed during the billing period." Unless otherwise agreed by the Company, the cost of its services for Environmental Audits and its associated project-chargeable direct costs will be billed as a lump-sum at the completion of the project or at the completion of each identifiable project task, as determined by the Company.

- 3.3 Full payment of Company invoices (in U.S. dollars), including cost of services and associated project-chargeable direct costs, is due within 15 days of invoice date for Environmental Audits. Payment for all other services and project-chargeable direct costs will be due within 30 days of invoice date. A past-due service charge of 1.5% per month will be applicable, and may be invoiced to the Client, for any amounts not paid within these time periods. Any additional costs incurred by the Company (such as reasonable legal or collection services costs) because of a Client's delay in payment will be invoiced to the Client for payment to the Company.

#### **4.0 LIABILITY AND WARRANTIES**

- 4.1 The Company will strive to perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of the Company's profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document, or other instrument of service.
- 4.2 The Client will be responsible for informing the Company personnel, agents and/or subcontractors of relevant project hazards, including health and/or safety issues, areas of concern related to the site, facilities, and/or wastes. The Client also will indemnify and will hold harmless the Company, its agents and subcontractors with respect to any health-related issues arising from the presence of chemicals or contaminants on the Client's property or other properties temporarily occupied or visited by the Company or Company representatives during the normal course of conducting the work, including surface and subsurface sampling or investigation, that is the subject of this agreement.
- 4.3 The Company will be responsible only for its activities and those of its employees and subcontractors at the project site. Neither the professional activities of the Company, nor the presence of Company employees or subcontractors at the project site, shall relieve the Client or its contractor(s) of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the contractor's work in accordance with its applicable contract documents and any health and safety requirements of the Client and regulatory agencies. The Company and its personnel have no authority to exercise any control over the Client, its contractor(s), or their employees or subcontractors in connection with their work or any health and safety programs or procedures; however, the Consultant reserves the right to report to the Client any unsafe condition observed at the site without altering the foregoing.

- 4.4 The Company's liability shall be limited to the smaller of \$50,000 or the dollar amount of the cost of Company services for the Project.
- 4.5 If it is determined after completion of the Project that some work needs to be redone as a result of the Company's intentional or unintentional errors or omissions, then the Company will spend the extra time and expenses to amend its services without additional cost to the Client to the extent of the agreed work scope and project budget. Company (including its personnel, agents and subcontractor) liability will be limited to the original agreed project fee total for such corrective work.

## 5.0 INSURANCE COVERAGE

5.1 The Company has the following insurance coverage:

- a. Worker's Compensation (Including Occupational Diseases) Insurance  
Policy Limits:  
Worker's Compensation: Statutory Limits  
Employer's Liability: \$1,000,000, each accident, policy limit;  
\$1,000,000 Bodily injury by Disease for each employee; policy  
limit \$1,000,000.
- b. Comprehensive General Liability Insurance  
Policy limits are not less than:  
Bodily Injury: \$5,000,000 per occurrence  
Property Damage: \$5,000,000 per occurrence, \$5,000,000 general  
aggregate.
- c. Comprehensive - Automobile Liability Insurance  
Policy limits are not less than:  
Single Limit (CSL) of \$1,000,000  
(Primary policy over all others, covering all owned, hired and non-  
owned automotive equipment.)
- d. Commercial Umbrella Liability  
Provides excess of the General Liability, Employers Liability,  
Automobile Liability and Watercraft Liability Limits.  
Policy limits are not less than:  
\$5,000,000 each occurrence  
\$5,000,000 annual aggregate
- e. Professional Liability  
Each Claim: \$5,000,000  
Aggregate: \$5,000,000
- f. P&I and Hull including Jones Act  
PI limit: 1,000,000

**6.0 PROJECT INTERRUPTION OR TERMINATION**

The Company or the Client shall be able to interrupt or terminate the Project at any time, including for reasons based on causes beyond the control of either the Company or Client (e.g., pursuant to the Force Majeure conditions discussed in Exhibit 3.) The Company will be paid by the Client for all services performed up to the project termination, including those costs associated with the return of Company personnel, agents and/or subcontractor and equipment even if after the date of termination.

**7.0 AUTHORIZATION TO PROCEED**

The Company and Client agree to the Terms of this agreement and its exhibits and attachments, and further agree that the Project can proceed, subject to any specific scheduling requirements communicated by either party to the other with sufficient advance notice.

**FOR AQUAETER, INC. (COMPANY)**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR \_\_\_\_\_ (CLIENT)**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT 1**

### **AquAeTer Inc. NON-DISCLOSURE AGREEMENT**

**AquAeTer Inc.** employees, agents, and subcontractors, in the course of providing consulting services/completing project work, may receive confidential and/or proprietary information from the Client. **AquAeTer** will inform its personnel, agents and subcontractors, that such Client information is not to be disclosed outside the Company or Client (and their representatives), unless such disclosure is necessary for **AquAeTer** to complete the consulting services being provided. Information already in the public domain, or that which is known and used by **AquAeTer** personnel or its agents/subcontractors, prior to the Client's project or that was provided to the Company by outside sources will not be considered confidential or proprietary.

The Client should mark any printed or electronically provided information subject to such protection as "Proprietary" (or by other similar descriptor) prior to forwarding such information to **AquAeTer**. Information, such as business plans or confidential processes, provided verbally by the Client to **AquAeTer**, and identified by the Client as confidential, also will be held as proprietary until such information is designated otherwise or is in the public domain. Further, the Client should inform **AquAeTer** if such information requires "Extra Handling/Storage Procedures." These procedures require that such information be securely stored (such as in locked cabinets) when not being actually used for the Client's project.

**EXHIBIT 2**

**AQUAETER, INC.  
BILLING SCHEDULE  
(Effective January 1, 2016)**

**CLASSIFICATION**

**LABOR BILLING RATES  
(\$/hr)**

Specific Individual Rates

(May be added as required by the Client)

General Rate Categories

Technical Advisor.....	155 - 275
Technical Director .....	125 - 275
Project Director.....	100 - 185
Senior Project Engineer/Scientist .....	75 - 155
Project Engineer/Scientist/Specialist .....	65 - 100
Engineer/Scientist/CAD.....	65 - 95
Project Administrator.....	55 - 95
Clerical.....	55 - 75

**REIMBURSABLE EXPENSES**

All reimbursable expenses (unless specifically excluded) including all travel related, vendor invoices, and subcontractor invoices will be marked up 10%.

**DIRECT EXPENSES**

Telephone	Cost (a)
Copying	\$0.10 per 8.5" x 11" B&W copy \$0.30 per 8.5" x 11" color copy
Fax	\$1.00 per page
Postage	Cost (a)
Report Supplies	Cost (a)

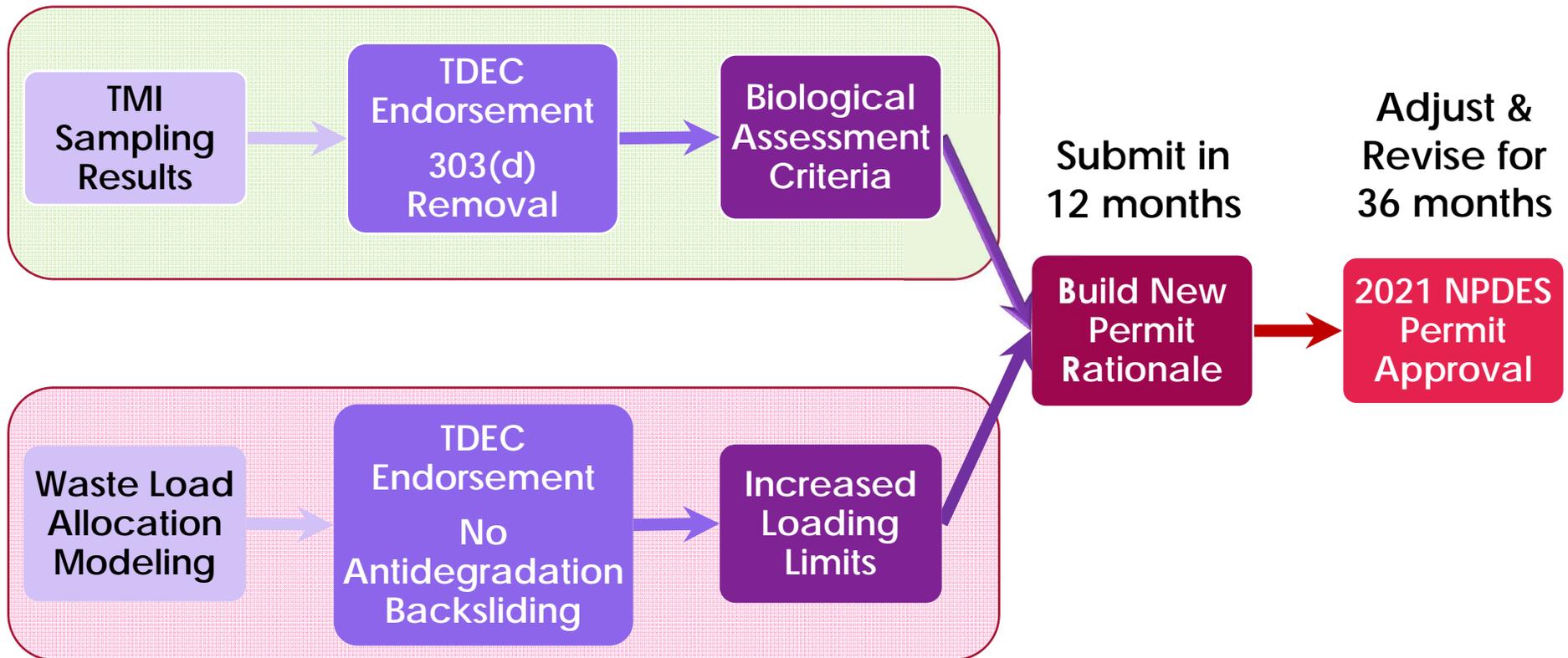
(a) Markup does not apply

### **EXHIBIT 3**

#### **FORCE MAJEURE**

Delays in project schedules, execution, performance and/or completion, beyond the control of **AquaAeTer, Inc.** and/or the Client shall not provide a basis to make claims when such is the result of force majeure. Included in this category will be project interruptions, delays, and terminations due to accidents (e.g., explosions, fires, flooding), acts of God, governmental interventions/rulings, rebellion, riots, strikes, sabotage, and similar or dissimilar actions.

# 2021 NPDES PERMIT RATIONALE FLOWCHART





## GlobalCare Support Renewal

**Customer Contact:** Brian Pollock  
**Customer Name:** Murfreesboro Water & Sewer  
**Customer Number:** 13322900

**GlobalCare Renewal Date:** Aug 8, 2016  
**GlobalCare Renewal Price in USD:**\$28,124.59

Your annual *GlobalCare Support* software maintenance is due for renewal, as detailed in the attached Quote. Please follow the below steps to ensure uninterrupted coverage in benefits, including access to, and right to deploy, new product versions / releases, as well as continued access to GlobalCare technical support.

Action required to ensure timely renewal of GlobalCare Support:

- 1) Verify your records against the attached renewal quote. If you have questions, please contact the GlobalCare Renewal Associate as referenced on the quote.
- 2) Confirm your acceptance of the GlobalCare Terms and Conditions attached to the renewal quote.
- 3) E-mail / Fax either a Purchase Order OR this signed acceptance form to the GlobalCare Renewal Associate as referenced on the quote.

### **Attached Quote, Terms and Conditions Agreed and Accepted By:**

Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***Thank you for your continued annual investment in GlobalCare Support, and for allowing GE Intelligent Platforms to be part of your business' support solution.***



Primary SalesPerson **Stuart Walton**

Primary Sales Email

Primary Sales Phone

Inside Sales Person **Iveta Kollarova**

Inside Sales Email iveta.kollarova@ge.com

Inside Sales Phone

Remit Payment Only To:

GE Intelligent Platforms, Inc.  
P.O. Box 641275  
Pittsburgh, PA 15264-1275

Send Purchase Order and/or Correspondence to:

GE Intelligent Platforms, Inc.  
325 Foxborough Blvd  
Foxborough, MA 02035  
United States

Quote #	<b>BMIQ-06132016-98960</b>
Quote Date	Jun 13, 2016
Expiration Date	Aug 8, 2017
Quote Revision	1
Currency	USD
Customer RFQ	

Bill To:	End User:
ADVANTAGE INDUSTRIAL AUTOMATION, INC. 4775 RIVER GREEN PKWY DULUTH, GA 30096-2567 US	Murfreesboro Water & Sewer 2032 Blanton Drive Murfreesboro, TN 37129 US
Bill To CSN: 10030500	End User CSN: 13322900

**Detailed Report:**

IFIX					
Serial No.	Part No.	Part Description	Quantity	GC End Date	Price
3-06441401-003-001	IF58PDUNLEN-S	iFix v5.8 Plus Development Unlimited Points English SCADA Synchronization	1	Aug 7, 2017	\$1,461.74
3-06441401-009-001	IF58PDUNLEN-S	iFix v5.8 Plus Development Unlimited Points English SCADA Synchronization Backup License	1	Aug 7, 2017	\$730.86
<b>IFIX Subtotal</b>					<b>\$2,192.60</b>

DRIVER					
Serial No.	Part No.	Part Description	Quantity	GC End Date	Price
3-06441401-006-001	DR-G00P001	Drivers IGS- Industrial Gateway Server for Basic Points 1 Additional IGS Protocols	1	Aug 7, 2017	\$171.48
3-06441401-012-001	DR-G00P001	Drivers IGS- Industrial Gateway Server for Basic Points 1 Additional IGS Protocols Backup License	1	Aug 7, 2017	\$85.84
<b>DRIVER Subtotal</b>					<b>\$257.32</b>

ICLIENT					
Serial No.	Part No.	Part Description	Quantity	GC End Date	Price
3-06441401-015-001	IC58TSDEN-C015	iClient v5.8 Thin-Terminal Services Development English 15 Client	1	Aug 7, 2017	\$2,652.62
3-06441401-018-001	IC58TSDEN-C015	iClient v5.8 Thin-Terminal Services Development English 15 Client Backup License	1	Aug 7, 2017	\$1,326.26
<b>ICLIENT Subtotal</b>					<b>\$3,978.88</b>

HISTORIAN					
Serial No.	Part No.	Part Description	Quantity	GC End Date	Price
3-06441401-021-001	HS60E0000500000-M2	Historian v6.0 Enterprise 5000 Points Two Mirror	1	Aug 7, 2017	\$3,714.31
<b>HISTORIAN Subtotal</b>					<b>\$3,714.31</b>

Legacy Assets					
Serial No.	Part No.	Part Description	Quantity	GC End Date	Price
100293584	1219040002	Security Key - M4 USB	1	Aug 7, 2017	\$1,218.55
100293585	1219040002	Security Key - M4 USB	1	Aug 7, 2017	\$5,679.54
100293586	1219040002	Security Key - M4 USB	1	Aug 7, 2017	\$2,839.77
100293587	1219040002	Security Key - M4 USB	1	Aug 7, 2017	\$5,148.56
100293582	1219040002	Security Key - M4 USB	1	Aug 7, 2017	\$3,095.06
<b>Legacy Assets Subtotal</b>					<b>\$17,981.48</b>

**Total: \$28,124.59**

**Legacy Asset Report:**

Serial #	Part #	Product Description	Comments	Qty	GC End Date	Price
100293584						
	001219040002	Security Key - M4 USB				
	IC647IFPRRNUNLMTM	iFIX Profsnl SCADA Unlimited Runtime (M4 Part)				
	OC647IFESGRNUNLMTM	iFIX Optn: ESig & ERec Unl I/O Runtime (M4 Part)				
		GLOBALCARE		1	Aug 7, 2017	1218.55
100293585						
	001219040002	Security Key - M4 USB				
	IC647IFUBSTSM	iFIX iClientTS User Base Support (M4 Part)				
	IC647IFCLNTS005M	iFIX iClientTS 5 Additional Users (M4 Part)				
	OC647IFESGCLNTSM	iFIX Optn: ESig & ERec iClientTS (M4 Part)				
	IC647IFCLNTS010M	iFIX iClientTS 10 Additional Users (M4 Part)				
	IC647IFCLNTS001M	iFIX iClientTS Each Additional User (M4 Part)				
		GLOBALCARE		1	Aug 7, 2017	5679.54
100293586						
	001219040002	Security Key - M4 USB				
	IC647IFUBSTSM	iFIX iClientTS User Base Support (M4 Part)				
	IC647IFCLNTS001M	iFIX iClientTS Each Additional User (M4 Part)				
	IC647IFCLNTS005M	iFIX iClientTS 5 Additional Users (M4 Part)				
	IC647IFCLNTS010M	iFIX iClientTS 10 Additional Users (M4 Part)				
	OC647IFESGCLNTSM	iFIX Optn: ESig & ERec iClientTS (M4 Part)				
		GLOBALCARE		1	Aug 7, 2017	2839.77
100293587						
	001219040002	Security Key - M4 USB				
	IC647HSTES3KM	Historian Enterprise Server 2500 Points (M4 Key)				
	IC647PRTEE005M	Proficy Portal Enterprise Edition Client Pack 5 Users (M4 Key)				
		GLOBALCARE		1	Aug 7, 2017	5148.56
100293582						
	001219040002	Security Key - M4 USB				
	IC647IFPRDVUNLMTM	iFIX Profsnl SCADA Unlimited Development (M4 Part)				
	OC647IFESGDVUNLMTM	iFIX Optn: ESig & ERec Unl I/O Development (M4 Part)				
		GLOBALCARE		1	Aug 7, 2017	3095.06

**ATTENTION: Please do not fax or email any export controlled technical data to these fax numbers or email addresses**

**This Quote does not include any freight charges or applicable taxes. All Items are Commercial items. Please include the Quote Number from this document on your Purchase Order.**

This order is expressly conditioned upon Customer's acceptance of the attached Terms and Conditions for GlobalCare. GE Intelligent Platforms, Inc. is not bound by any terms on Customer's order which attempt to impose any condition at variance with GE Intelligent Platforms, Inc.'s terms attached hereto. GE Intelligent Platforms, Inc.'s failure to object to provisions contained in any of Customer's forms shall not be deemed an acceptance of any of Customer's terms or a waiver of the provisions of GE Intelligent Platforms, Inc.'s terms and conditions which shall constitute the entire, final, and exclusive statement of the agreement between the parties.

# **GE Intelligent Platforms Terms and Conditions for GlobalCare\***

The sale of any GlobalCare services (herein "Product") is expressly conditioned upon the terms and conditions contained or referred to herein. Any additional or different terms and conditions set forth in Customer's purchase order or similar communication are objected to and will not be binding upon the GE Intelligent Platforms business providing the Product, whether GE Intelligent Platforms, Inc. or its subsidiary (hereinafter "GE"), unless specifically agreed to in writing by GE's authorized representative. Authorization by Customer, whether written or oral, to furnish Product will constitute acceptance of these terms and conditions.

## 1 Complete Agreement.

1.1 These terms and conditions and any other terms and conditions or documents referenced herein, contain the complete agreement between the parties, and no modification, amendment, rescission, waiver or other change will be binding on GE unless agreed to in writing by GE's authorized representative. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on GE. The invalidity, in whole or part, of any of the foregoing sections or paragraphs of the contract will not affect the remainder of such article or paragraph or any article or paragraph of the contract.

1.2 In addition to these Terms and Conditions, the appendices shall apply as follows: (a) the GlobalCare Support Terms and Conditions attached hereto as Appendix A shall apply to the provision of any software maintenance support.

## 2 Warranty.

2.1 Services. GE warrants that services performed will conform to any specifications agreed to by the parties in writing and be performed in a manner consistent with standard commercial practices in the industry. If any failure to meet this warranty appears within ninety (90) days from completion of the services, as applicable, GE will correct any such failure by reperforming any defective portion of the services furnished. If reperformance is not practicable, GE will furnish without charge services in an amount essentially equal to those which, in GE's sole judgment, would have been required for reperformance.

2.2 Conditions of Warranty. The warranties and remedies set forth herein are conditioned upon: (i) proper storage, installation, use and maintenance of the Product, the proper design and configuration of the system into which the Product is installed, conformance with any applicable recommendations of GE, and GE's ability to reproduce and observe the claimed defect and (ii) Customer promptly notifying GE of any defects and, as required, promptly making any personnel, Software or computer systems available.

2.3 THE WARRANTIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. GE DOES NOT WARRANT ANY EQUIPMENT, SOFTWARE OR SERVICES OF OTHERS WHICH CUSTOMER HAS DESIGNATED. The warranty remedies set forth herein provide the exclusive remedies for all claims (except as to title) based on failure of, or defect in, Product provided hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. Upon the expiration of the applicable warranty period, all such liability shall terminate.

## 3 Intellectual Property.

3.1 GE shall retain exclusive rights to its Products, intellectual property rights (including copyrights, trademarks, patents and trade secrets), schematics, logic diagrams, and manufacturing processes, and to all modifications thereto funded by Customer. GE shall retain ownership in and does not convey, nor does Customer or Customer's final customer obtain any right, title, or interest in, Software, specifications or data furnished or developed by GE either prior to or in the performance of Customer's order. No schematics or source code shall be furnished, unless pursuant to a separate license as agreed by GE. Subject to the performance of its obligations hereunder, Customer shall have a license to use GE's intellectual property rights only as they are embodied in the Products and for no other purpose. Customer shall not modify or reverse engineer the Products.

## 4 Excusable Delays.

4.1 GE shall not be liable for delay due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of Customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war, terrorism, riot, delays in transportation or car shortages, or inability to obtain or delay in obtaining suitable labor, materials, or facilities, due to causes beyond its reasonable control. In the event of any such delay, the time of performance shall be extended for a period equal to the time lost by reason of the delay.

4.2 In the event GE is delayed by acts of Customer or by prerequisite work by other contractors or suppliers of Customer, GE shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

5 Sales and Similar Taxes. In addition to any price specified herein, Customer shall pay, or reimburse GE for, the gross amount of any present or future sales, use, excise, income, value-added or other similar tax applicable to the price, sale, licensing, or furnishing of any Product hereunder, or to their use by GE or Customer, or Customer shall provide GE with evidence of exemption acceptable to the taxing authorities. If Customer fails to provide GE with requested proof of payment or exemption, GE may pay the taxes due and obtain reimbursement from Customer. Customer shall pay all import duties and registration fees arising from the sale, license or furnishing of any Product hereunder.

#### 6 Payments and Financial Condition.

6.1 Unless otherwise agreed to in writing by GE, payment terms are net thirty (30) days from the date of invoice. All payments shall be made without set -off for claims arising out of other sales by GE.

6.2 If the financial condition of Customer at any time does not, in the judgment of GE, justify continued performance on the terms of payment previously agreed upon, GE may require full or partial payment in advance or shall be entitled to terminate the contract and receive termination charges. In the event of bankruptcy or insolvency of Customer or in the event any proceeding is brought against Customer, voluntarily or involuntarily, under the bankruptcy or insolvency laws, GE shall be entitled to terminate the agreement at any time during the period allowed for filing claims against the estate and shall be entitled to payment for its termination charges.

6.3 Payment shall be made in the currency quoted.

6.4 Customer shall pay a monthly late payment charge computed at the rate of 1.5%, or the maximum interest rate permitted by law, whichever is less, on any past due amount for each calendar month (or fraction thereof) that the payment is overdue, and Customer shall pay, indemnify and save GE harmless from any and all costs and expenses of GE's collections efforts including reasonable attorney's fees, and costs associated with compromises and judgments arising therefrom. GE retains a security interest and right of possession in the articles until Customer makes full payment, and Customer agrees to sign documentation at GE's request as reasonably necessary to perfect such interest.

#### 7 Limitations of Liability.

7.1 GE'S LIABILITY ON ALL CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ALL LOSSES OR DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, OR THESE TERMS AND CONDITIONS, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM ANY PRODUCT COVERED BY OR FURNISHED UNDER THE CONTRACT OR ANY EXTENSION OR EXPANSION THEREOF (INCLUDING REMEDIAL WARRANTY EFFORTS), SHALL IN NO CASE EXCEED THE CONTRACT PRICE OF THE ITEM GIVING RISE TO THE CLAIM. EXCEPT AS TO TITLE TO ANY EQUIPMENT FURNISHED, ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE WARRANTY PERIOD SPECIFIED HEREIN.

7.2 IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL GE, ITS EMPLOYEES AND SUPPLIERS BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUE, OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF ANY PROPERTY, COST OF CAPITAL, COST OF PURCHASED POWER, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMER'S CUSTOMERS FOR SUCH DAMAGES EVEN IF GE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THE CUSTOMER WILL INDEMNIFY GE, ITS EMPLOYEES AND SUPPLIERS AGAINST ANY SUCH CLAIMS FROM THE CUSTOMER'S CUSTOMERS. IF THE PRODUCT BEING PROVIDED BY GE WILL BE FURNISHED BY THE CUSTOMER TO A THIRD PARTY BY CONTRACT OR RELATE TO A CONTRACT BETWEEN THE CUSTOMER AND A THIRD PARTY, THE CUSTOMER SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING GE AND ITS SUPPLIERS THE PROTECTION OF THIS AND THE PRECEDING PARAGRAPH 7.1.

7.3 Unless otherwise agreed by the parties in writing, the Customer has sole responsibility for designing and implementing a solution including the Products which will meet all appropriate safety requirements and/or standards. GE disclaims all liability for any damages arising as a result of any non-conformance of the solution of the Customer to safety requirements and/or standards. Products licensed or sold hereunder are not intended for use in any nuclear facility or activity, production of land mines or cluster bombs, or any life-support equipment. GE further disclaims all liability for any damages resulting from dangerous use or misuse of its Products, including use that could result in radiation, chemical and environmental damages, injury and contamination as well as death, personal injury or severe physical damages. Customer shall

indemnify GE, its employees and agents from all liability resulting from such use(s), whether based on contract, warranty, tort (including negligence), strict liability or any other legal theory, regardless of whether GE had knowledge of the possibility of such damages or not.

7.4 If GE furnishes Customer with advice or assistance which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject GE to any liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

## 8 Delivery.

8.1 Title to services shall pass pro rata as the services are performed.

## 9 Export.

9.1 Customer agrees to be aware of and comply with U.S. export laws and regulations, and the applicable export laws and regulations of any other country, to ensure that the Products or technology will not be used, sold, transferred, or re-exported in violation of such laws and regulations.

9.2 In addition to the representation in paragraph 9.1 above, Customer agrees that it shall not, without prior U.S. government authorization, export, reexport, or transfer Products or technology, either directly or indirectly: 1) to any country subject to a comprehensive U.S. trade embargo or to any resident or national of any such country; 2) to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury or any other applicable prohibited party list; or, 3) to an end-user engaged in any nuclear weapons, chemical weapons, or biological weapons activities.

10 U.S. Government Contracting. If Customer is a U.S. Government entity or elects to sell Products provided hereunder to the U.S. Government or to a contractor selling to the U.S. Government, the following provisions apply: (a) Customer agrees that all Products provided by GE meet the definition of "commercial-off-the-shelf" (COTS) or "commercial item" as defined in FAR 2.101, and that the subparagraph terms of FAR 52.212-5(e) or FAR 52.244-6 (or, for orders from the U.S. Government, FAR 52.212-5 and FAR 52.212-4 with tailoring to the extent permitted by FAR 12.302 by replacing all paragraphs except those listed in FAR 12.302(b) with these Terms and Conditions), and (subject to subsection (e) below) DFARS 252.212-7001(c) or DFARS 252.244-7000, whichever are applicable, apply only to the extent applicable to COTS or commercial items and only as appropriate for the dollar value of this order; (b) with regard to any terms related to Buy American Act or Trade Agreements, the country of origin of Products is unknown unless otherwise specifically stated in writing by GE; (c) Customer agrees that any services offered by GE are exempt from the Service Contract Act of 1965 (FAR 52.222-41); (d) Customer agrees that this sale is not funded, in whole or in part, by the American Recovery and Reinvestment Act unless otherwise set forth in a written agreement of the parties; (e) GE makes no representations, certifications or warranties whatsoever with respect to the ability of its Products to satisfy DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals; and (f) Customer is solely and exclusively responsible for compliance with any other applicable statutes or regulations governing sales to the U.S. Government, and GE makes no representations, certifications or warranties whatsoever with respect to the ability of its Products or prices to satisfy any such statutes and regulations other than those contained herein.

## 11 Termination.

11.1 Except as otherwise provided in writing, termination of any Appendix shall terminate these Terms and Conditions only to the extent that they apply to the provision of Product(s) pursuant to such Appendix. Termination of any Appendix shall not terminate any other Appendix or these Terms and Conditions as they may apply to the provision of Product(s) pursuant to other Appendices. Sections 3.1, 5, 7, 9 and 10 shall survive termination of these Terms and Conditions.

11.2 Termination of this Agreement and any license hereunder shall neither relieve Customer of its obligation to pay all outstanding charges hereunder nor entitle Customer to any refund of such charges previously paid.

## 12 General.

12.1 GE reserves the right to subcontract any of the work to one or more subcontractors.

12.2 The delegation or assignment by Customer of any or all its duties or rights hereunder without GE's prior written consent shall be void.

12.3 Any requests for changes shall apply only if GE and Customer agree in writing on the specification of the change and the corresponding changes to pricing and/or schedule.

12.4 Any information, suggestions or ideas transmitted by Customer to GE, its agents, employees or subcontractors are not to be regarded as secret or submitted in confidence except as otherwise provided in a writing signed by GE.

12.5 GE shall comply with all applicable state and federal laws, including but not limited to, the Fair Labor Standards Act of 1938, as amended, the Occupational Safety and Health Act of 1970 (OSHA), laws related to nonsegregated facilities and equal employment opportunity (including the seven paragraphs appearing in Sec. 202 of Executive Order 11246, as amended), and all standards, rules, regulations, and orders issued pursuant to such state and federal laws.

12.6 This Agreement shall be governed by the laws of the State of New York, without regard to its conflict of law provisions. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

## **Appendix A**

### **GlobalCare\* Support Terms and Conditions**

1. GlobalCare Support Services. With respect to the GE Software (as defined in the underlying Software License Agreement) licensed by GE and listed on Customer's GlobalCare Support Program Certificate ("GlobalCare Certificate") GE shall provide GlobalCare Support Services as detailed in the applicable customer support guide ("Customer Support Guide") and as provided below.

1.1. Telephone Support. To the extent provided in the Customer Support Guide applicable to the type of GlobalCare purchased by Customer, GE will provide support consultation to Customer regarding use and operation of the GE Software. Such consultation may occur via telephone or web-based communication.

1.2. Problem Solving. To the extent provided in the Customer Support Guide applicable to the type of GlobalCare purchased by Customer, GE technical personnel will be assigned to attempt correction of problems in the GE Software discovered by Customer and reported to GE in sufficient detail to permit GE to reproduce such problems. Customers are advised that remote access trouble-shooting tools may be called for in order to assist efforts to correct problems, and that such efforts may be impaired if the customer is unable to accommodate the use of such tools. Corrections made by GE to such problems will be available to Customer as provided in the Customer Support Guide. GE's obligation shall be to use its reasonable efforts to correct such problems; however, GE does not warrant or guarantee that all such reported problems or questions will be corrected or resolved. In the event a reported problem is determined to be of Customer origin, GE may bill Customer at GE's then-current per diem rates for any time expended in an effort to correct such problem.

1.3. Enhancements. To the extent provided in the Customer Support Guide applicable to the type of GlobalCare purchased by Customer, GE will provide Customer with notice of all Service Pack enhancements, Software improvements and version upgrades ("Service Packs, SIMs and Upgrades"). GE reserves the right to charge for significant new product functionality introduced in major product releases ("Major Feature"). Major Features are licensed separately and will be additional to the base configuration that Customer is already licensed to use. Service Packs, SIMs, and Upgrades, if provided, shall be for the quantity of registered GE Software systems on site. Service Packs, SIMs, and Upgrades apply only to the GE Software and do not include any updates, enhancements, service packs, or upgrades to the operating system or other Software.

2. Software License Terms. All Service Packs, SIMs, Upgrades, and other such supporting materials furnished to Customer hereunder shall be considered part of the GE Software and subject to all the terms and conditions of the underlying Software License Agreement.

3. Conditions of Service. GE shall not be required to provide support relating to problems or issues arising from (i) modified or abnormal operating conditions, (ii) Customer's use of the GE Software in a manner for which it was not designed, (iii) damage to the computer on which the GE Software is installed, (iv) Customer's negligence, misuse or modification of the GE Software or its configuration (including SQL), (v) versions of the GE Software other than those designated in the applicable Customer Support Guide, (vi) systems that do not meet the specifications or configurations, if any, specified by GE, (vii) effects of external systems (network, data feeds, shared/virtual hardware, other products), (viii) customer failure to keep current with backups, virus protection, operating system/database patches, or other IT best practices, or (ix) accessing the Software or data except through the official API. Customer must consult with GE before performing any upgrades on any third party Software required to run the GE Software.

#### 4. Term, Renewal and Termination

4.1. Perpetual Software Licenses. GlobalCare Support dates of service will be as stated on Customer's GlobalCare Certificate. The dates of service shall be for such initial term and thereafter automatically be renewed for successive one (1) year renewal terms unless a party provides the other party with written notice of its intent to not renew at least thirty (30) days prior to the end of the initial or successive term. The renewal rate shall be increased at each renewal to reflect the annually published Consumer Price Index plus one percent (1%) over the prior period. CPI shall mean the U.S. City Average (December to December percent) for ALL Urban Consumers (CPI-U).

4.2. Reinstatement Fee. If for any reason, an order or payment is not received from a Customer or a Customer declines to renew GlobalCare Support Services, GlobalCare Support Services will be terminated, and Customer will be placed on inactive status. Customer may reactivate GlobalCare Support Services thereafter by paying a re-instatement fee.

4.3. Automatic Terminations. GlobalCare Support Services shall automatically terminate in the event the license to the underlying Software is terminated.

4.4. Discontinuation of GlobalCare for Software Product or Version. GE shall give Customer at least one year written notice of the discontinuation of GlobalCare Support Services for a Software Product or version.

4.5. No Right of Refund. Payment for GlobalCare Support Services is required in advance, without right of refund for any reason.

5. Use of Technical Information. With respect to any technical information that Customer may provide to GE in connection with the GlobalCare Support Services, GE may use such information for the limited purposes of writing and posting technical notes or knowledge articles or compiling aggregate data, for internal use only, on the frequency and type of support services requested. GE will not utilize such technical information in any form that personally identifies Customer.

\*GlobalCare is a trademark of GE Intelligent Platforms, Inc.

# KING & SPALDING

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July 21, 2016

## SENT VIA EMAIL

Mr. William Dunnill  
General Manager, Consolidated Utility District of Rutherford County  
709 New Salem Road  
Murfreesboro, Tennessee 37129

Mr. Darren Gore  
Director, Murfreesboro Water & Sewer  
111 W. Vine Street  
Murfreesboro, Tennessee 37130

Re: Proposal for Services

Dear Bill and Darren:

I am delighted that you have asked for a proposal to expand our representation of the City of Murfreesboro and the Consolidated Utility District of Rutherford County to include your dealings with the United States Army Corps of Engineers' Nashville District relating to water supply operations at J. Percy Priest. We would work at your direction on an hourly basis. Subject to your needs, we would anticipate the immediate scope of this engagement could include:

1. Negotiations and other activities relating to the pending reallocation report;
2. Comments on the draft water supply rule the Corps of Engineers is expected to release for comment this summer; and
3. Strategic advice relating to state and federal legislative or rulemaking initiatives, including those discussed in our July 21, 2016 memorandum.

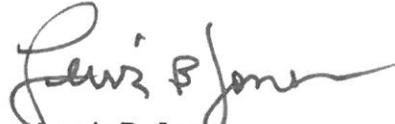
Because we are sensitive to your position as public entities, we will offer a 10-percent discount on our standard rates for this engagement. We will structure this as a hold-back to be paid only if you feel we deserve it—to provide a continuing incentive for us to provide exceptional service—but you may treat it as a discount if you choose. Also, to make it as if we were located in Tennessee, we will waive our fees for traveling between Atlanta and Murfreesboro or Nashville.

Re: Proposal for Services  
Page 2

Without restating our qualifications, no other firm in the country can match our experience or expertise relating to the Corps of Engineers' water supply program. I am confident we can advance your interests while keeping costs at or below other firms by being efficient and strategic. If this seems reasonable, I will prepare an engagement letter reflecting these terms.

Please do not hesitate to call if you have any questions or would like to discuss this proposal.

Best regards,



Lewis B. Jones

Enclosures  
LBJ: jlf

**ASPHALT PURCHASES  
2016**

DATE	PRODUCT PURCHASED	HAWKINS	HOOVER	LOJAC	OTHER	PURCHASED FROM	QTY	AMT PAID	APPROVED BY:	NOTES
4/14/2016	Cold Mix			\$73.00		Lojac	40.22	\$2,789.26	Taylor	Single source
4/27/2016	Fine BM	\$52.04				Hawkins	43.89	\$2,284.04	Taylor	Single source
5/3/2016	Fine BM	\$50.93	N/A	\$52.25		Hawkins	89.85	\$4,576.06	Taylor	
5/4/2016	BM	N/A		\$52.25		Lojac	86.12	\$4,499.77	Taylor	Hawkins closed
5/11/2016	Binder	\$50.62	N/A	\$46.25		Lojac	99.55	\$4,145.05	Taylor	Not running state mix
5/11/2016	Topping	\$54.18	N/A	\$53.00		Lojac			Taylor	Quote good for 1 month Not running state mix
5/13/2016	BM Binder	N/A	\$50.79	N/A		Hoover	19.98	\$1,014.78	Taylor	Single source
5/18/2016	Binder			\$46.25		Lojac			Taylor	Lojac low bid for May
6/6/2016	BM Binder	\$50.50	\$51.00	\$55.78		Hawkins	63.80	\$3,221.90	Taylor	Hawkins Low bid for June
6/9/2016	BM	\$50.50				Hawkins	305.44	\$15,424.72	Taylor	Hawkins low bid for June
6/21/2016	Fine BM	\$50.50				Hawkins	15.88	\$801.94	Taylor	
6/22/2016	Fine BM	\$50.50				Hawkins	12.07	\$609.54	Taylor	
7/6/2016	Binder	\$50.80	\$51.43	\$54.18		Hawkins			Taylor	Hawkins - low bid for July
7/6/2016	Topping	\$58.60	\$59.03	\$62.19		Hawkins			Taylor	Hawkins - low bid for July



*... creating a better quality of life*

## CONSENT AGENDA

August 1, 2016

Honorable Mayor and Members of City Council:

RE: Fiscal Year 2017 Budget Amendment

Attached you will find a budget transfer as approved by the City Manager on July 29, 2016.

This transfer is within the General Fund-Old Fort Golf Course. It is moving funds from the Operating Expenses roll up category into the Fixed Assets Expenses roll up category (see attachment for detailed line item). This transfer will have no effect on Fund Balance.

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

A handwritten signature in blue ink that reads "Melissa B. Wright". The signature is fluid and cursive.

Melissa B. Wright  
City Recorder, Finance Director

### Finance and Tax Administration

111 West Vine Street \* P. O. Box 1139 \* Murfreesboro, Tennessee 37133-1139 \* Phone 615 893 5210 \* Fax 615 848 3247  
TDD 615 849 2689 [www.murfreesborotn.gov](http://www.murfreesborotn.gov)



... creating a better quality of life

**Inter-Fund Budget Amendment Request**

Mr. Lyons,

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

Budget Fiscal Year: 2017

Move funds from:

Org 10414208  
 Object 532506  
 Acct Name Driving Range Supplies  
 Amount \$1,926.00

Move funds to:

Org 10414209  
 Object 594000  
 Acct Name Fixed Assets

Move funds from:

Org \_\_\_\_\_  
 Object \_\_\_\_\_  
 Acct Name \_\_\_\_\_  
 Amount \_\_\_\_\_

Move funds to:

Org \_\_\_\_\_  
 Object \_\_\_\_\_  
 Acct Name \_\_\_\_\_

Explanation: The range picker has broken down beyond repair and it was not reported in such shape until  
after the FY 2017 Budget had been approved. We currently have \$5,000.00 in Driving Range Equipment  
Expense line item and we will not be purchasing new range balls this year and this amount will cover the  
cost of the new Range Picker. It is an item that is used daily and year round.

Tracy Wilkins  
 Department Head Signature

8-Jul-16  
 Date

*[Signature]*  
 Reviewed by Finance

7-11-16  
 Date

Approved	<input checked="" type="checkbox"/>	<i>[Signature]</i> City Manager	<i>[Signature]</i>
Declined	<input type="checkbox"/>	<u>7/11/2016</u> Date	<u>7/29/16</u>

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



... creating a better quality of life

August 11, 2016

Honorable Mayor and Members of the City Council:

**RE: Item I. Program Restructure for Homeschool PE at Patterson Park  
Item II. Purchase of Utility Tractor**

As items for the **Consent Agenda**, it is recommended that Council approve a Restructure of Homeschool PE at Patterson Park and Purchase of a Utility Tractor.

**Item I – Program Restructure for Homeschool PE at Patterson Park**

**Background**

Homeschool PE has been offered at Patterson Park Community Center since the center's opening. The program is very popular and has grown tremendously over the last two years. Homeschoolers have been attending from all over Rutherford County, as well as from surrounding counties. Currently, participants are able to attend the classes on a drop-in basis for a fee per visit. Sometimes, there have been as many as 40 kids in a class. Staff is pleased that so many kids are interested in the class; however, since instructors are never sure how many participants there might be, it is hard for them to lesson plan and build on skills learned from a previous class (for kids who might not attend regularly). MPRD staff believes the program will improve by restructuring the quality of instruction.

**Fiscal Impact**

This program currently offers two classes (Homeschool I PE and Homeschool II PE) every Tuesday and Thursday during the Murfreesboro City Schools year. Staff proposes to restructure the program by offering it by the semester (like a school year runs, January through May and then August through December) and having 32 classes for both Tuesday/Thursday sessions each semester. A fee of \$50 per participant and a \$10 sibling discount are proposed. The same number of classes presently would cost each participant \$96 (with the \$3.00/class fee). There would be a maximum of 20 participants for each class offered for each semester.

**Concurrence**

The Murfreesboro Parks and Recreation Commission unanimously approved the restructure of the Homeschool PE program, including its \$50 semester fee and \$10 sibling discount.

**Recommendation**

I respectfully request Council's approval for the Homeschool PE program at Patterson Community Center to be restructured as described with a \$50 fee per semester and a \$10 sibling discount.



## **Item II – Purchase of Utility Tractor**

### **Background**

The Parks and Recreation Department has budgeted \$32,000 to replace a utility tractor to be used in the maintenance division of the department.

### **Fiscal Impact**

The tractor is available through the Tennessee Statewide Purchasing Contract No. 45197. The cost of the tractor along with a loader attachment is \$32,037.48. Savings from other purchases will offset the overage of \$37.48.

### **Concurrences**

This tractor is essential to the operations of the ball fields and park maintenance and needs to be replaced as soon as possible.

### **Recommendation**

Staff recommends the purchase of the utility tractor with loader attachment per Tennessee Statewide Purchasing Contract 45197 at a cost of \$32,037.48.

Respectfully,

Lanny Goodwin, CPRP  
Director



*... creating a better quality of life*

## **CONSENT AGENDA**

August 11, 2016

Honorable Mayor and Members of the City Council:

As items for consideration under the Consent Agenda, it is recommended that the City Council approve the following items:

- 1. Housing Rehab – 2315 Richmond Avenue – Change Order #1**
- 2. Housing Rehab – 1214 Wingate Street – Change Order #1**

### **1. Housing Rehab — Change Order #1**

#### **Background**

On June 2, 2016, City Council approved a housing rehabilitation project at 2315 Richmond Avenue. The construction contract for \$18,390.00 is with Bowen Glass & Construction and Notice to Proceed was issued on June 6, 2016. Subsequent to issuance of the contract, the homeowner made the department aware of conditions which made changes in the home's bathroom necessary – eliminating a window replacement and adding a tub/shower with safety bars to the Scope of Work.

#### **Fiscal Impact**

The contractor has submitted a change order which reflects a net addition of \$301.00, resulting in a new contract amount of \$18,691.00. The 2016-17 Community Development Department budget allocates \$299,992 for housing rehabilitation. (Funds allocated to projects approved in the prior fiscal year but not completed are carried forward into the new budget.) Approving this change order would leave a balance of approximately \$281,300 in this line item.

#### **Concurrences**

The City's inspector and the homeowner have both agreed to Change Order #1.

#### **Recommendation**

Staff recommends approving Change Order #1 and increasing the contract amount for the project to \$18,691.00

**Community Development**

## **2. Housing Rehab – 1214 Wingate Street – Change Order #1**

### **Background**

On June 16, 2016, City Council approved a housing rehabilitation project at 1214 Wingate Street. The construction contract for \$11,610.52 is James I. Brown and Notice to Proceed was issued on June 17, 2016. Subsequent to issuance of the contract, plumbing issues – including the installation of a new kitchen faucet – were identified and a change order was prepared by the contractor to address these issues.

### **Fiscal Impact**

The contractor has submitted a change order which reflects a net addition of \$250.00, resulting in a new contract amount of \$11,860.52. The 2016-17 Community Development Department budget allocates \$299,992 for housing rehabilitation. (Funds allocated to projects approved in the prior fiscal year but not completed are carried forward into the new budget.) Approving this change order would leave a balance of approximately \$269,440 in this line item.

### **Concurrences**

The City's inspector and the homeowner have both agreed to Change Order #1.

### **Recommendation**

Staff recommends approving Change Order #1 and increasing the contract amount for the project to \$11,860.52.

Sincerely,

John Callow  
Community Development Director



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

## Consent Agenda

August 11, 2016

Honorable Mayor and Members of City Council

RE: Community Development Affordable Housing Assistance Program

### **Background**

Homebuyers for the properties referenced below applied with the City requesting principal reduction and closing cost assistance. The lenders referenced below are assisting the applicants 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>
250 Indian Park Drive	10,000.00	140,000.00	Acopia Home Loans
4139 War Emblem Lane	10,000.00	144,900.00	First National Bank of Middle TN

### **Fiscal Impact**

The Fiscal Year 2017 Community Development Budget allocates \$110,000 in CDBG funds for direct service to homebuyers. After deducting for these transaction, approximately \$80,000.00 will remain uncommitted in this line item.

### **Concurrences**

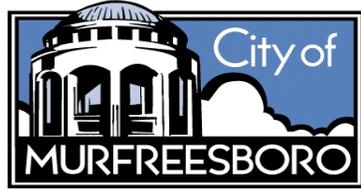
Information provided to the City by the applicants indicates eligibility for assistance. Disbursement of funds will be subject to final approval of the first mortgage loans and the properties and applicants meeting all program criteria at the time of closing.

### **Recommendation**

City Council is recommended to approve budgeted CDBG funds through the Affordable Housing Assistance Program for the purchase transaction at 250 Indian Park Drive and 4139 War Emblem Lane.

Respectfully,

Patty Pope  
Grant Coordinator



T E N N E S S E E  
"creating a better quality of life"  
Human Resources Department

GLEN GODWIN, SPHR- SCP, IPMA-SCP  
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](mailto:ggodwin@murfreesborotn.gov)

## CONSENT AGENDA

August 11, 2016

**Honorable Mayor Shane McFarland and Members of the Murfreesboro City Council**

### **Background**

Staff has identified the need to update City of Murfreesboro Employee Handbook Section 4010 following a review of the (current) practice of permitting employees to receive reimbursement for up to \$150 per fiscal year for the purchase of multiple pair(s) of protective footwear. Language is added to clarify that a Department Head may assign the option of reimbursement for more than one pair of protective footwear, by job classification, not to exceed the maximum value of reimbursement of \$150 per fiscal year.

### **Financial Impact**

This Employee Handbook policy revision simply updates the policy with current practice; there is no additional financial impact to the City.

### **Action Required**

The City Manager joins in this recommendation that City Council approve this Employee Handbook revision to reflect current practice permitting City employees to be reimbursed up to \$150 per fiscal year for the purchase of multiple pairs of protective footwear, when designated, by job classification, by their respective Department Head.

P.2  
Consent Agenda  
August 11, 2016

Respectfully submitted,

Glen Godwin, SPHR, IPMA-CP  
Human Resources Director

Attachments: Employee Handbook Section 4010-Current  
Employee Handbook Section 4010-Proposed

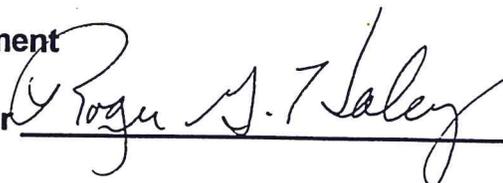
**CITY OF MURFREESBORO  
EMPLOYEE HANDBOOK**

**Section No:** 4010 **Date:** 11-18-99

**Supersedes Section No:** **Dated:** 2-23-94

**Subject:** Uniforms, Shoes and Equipment

**Approved:** Roger G. Haley, City Manager



---

(a) The city furnishes uniforms to certain employees to be worn during all normal, prearranged and emergency work hours. The employees may wear the uniforms only during these times except to and from work. The employees shall take all reasonable care in keeping the uniforms clean and free from damage and shall not alter the uniforms without prior permission. The employee shall not wear a button, badge, or other adornment not issued by the city while in his/her uniform. If the city does not furnish a hat, jacket, or belt buckle with the uniform, the employee may wear the hat, jacket, or belt buckle of the employee's choice provided a supervisor, department head, or City Manager may direct the employee not to wear same when it contains any word(s), letter(s), or message that is crude, sexually explicit, or vulgar. Should uniforms be snagged or torn, the employee will consult his/her supervisor on whether to repair or replace the uniform. When any uniform becomes damaged or worn to the extent it no longer provides a neat appearance, it will be replaced by the city.

(b) The city furnishes safety shoes to certain employees to be worn during all normal, prearranged and emergency work hours. The department head shall determine:

- (1) which employees shall be required to wear safety shoes;
- (2) which shoe styles shall be acceptable;
- (3) the amount which the department will pay for a pair of safety shoes; and
- (4) the department shoe replacement policy.

If the employee chooses an expensive shoe, or one which is not long lasting, the policy may require the employee to pay some of the cost.

(c) The City furnishes equipment items to certain employees to be worn and/or used during all normal, prearranged and emergency work hours. The employee may wear or use such items of equipment only during these times and to and from work. The employees shall take all reasonable care in maintaining issued equipment in good working order. Employees shall use the issued equipment only for an appropriate work-related purpose.

(d) Employees who are issued uniforms or equipment must take reasonable care of all such items and return them in good condition, ordinary wear and tear excepted, when their employment with the City ends. Employees shall not be held financially liable for loss or damage to issued motor vehicles, except for intentional acts or gross negligence, but shall be financially liable for loss or damage to uniforms or equipment if such loss or damage is caused by the employee's negligence. Employees shall not be liable for loss or damage caused by reasons beyond the employee's control. Any amount owed the City for such loss or damage to uniforms or equipment shall be promptly paid by the employee. If not promptly paid by the employee, said amounts may be withheld from the employee's final paycheck and may be pursued in any other lawful manner. However, any such withholding shall not reduce the employee's pay below the minimum hourly rate under the Fair Labor Standards Act (29 C.F.R. §531.36) Employees shall sign Form 4010 acknowledging and accepting their responsibilities under this section.

[2-23-94; 11-18-99]

**CITY OF MURFREESBORO  
EMPLOYEE HANDBOOK**

**Section No:** 4010 **Date:** 8-15-16  
**Supersedes Section No:** **Dated:** 11-18-99  
**Subject:** Uniforms, Shoes and Equipment  
**Approved:** Robert J. Lyons, City Manager \_\_\_\_\_

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(a) The city furnishes uniforms to certain employees to be worn during all normal, prearranged and emergency work hours. The employees may wear the uniforms only during these times except to and from work. The employees shall take all reasonable care in keeping the uniforms clean and free from damage and shall not alter the uniforms without prior permission. The employee shall not wear a button, badge, or other adornment not issued by the city while in his/her uniform. If the city does not furnish a hat, jacket, or belt buckle with the uniform, the employee may wear the hat, jacket, or belt buckle of the employee's choice provided a supervisor, department head, or City Manager may direct the employee not to wear same when it contains any word(s), letter(s), or message that is crude, sexually explicit, or vulgar. Should uniforms be snagged or torn, the employee will consult his/her supervisor on whether to repair or replace the uniform. When any uniform becomes damaged or worn to the extent it no longer provides a neat appearance, it will be replaced by the city.

(b) The city furnishes safety shoes to employees in certain job classifications to be worn during all normal, prearranged and emergency work hours. The department head shall determine:

- (1) which employees, by job classification, shall be required to wear safety shoes;
- (2) which shoe styles shall be acceptable;
- (3) the department shoe replacement policy; and
- (4) which employees by job classification shall qualify for more than one pair of safety shoes in a fiscal year:

The employee will be provided with a voucher for the purchase of the protective footwear, which in total shall not exceed \$150 in reimbursement to the employee. If the employee

chooses more than one pair of shoes, an expensive shoe, or one which is not long lasting, the employee is required to pay the cost above the value of the voucher. The employee is not entitled to any remaining balance, if the total value of the safety shoes purchased is below the maximum value of the voucher.

(c) The City furnishes equipment items to certain employees to be worn and/or used during all normal, prearranged and emergency work hours. The employee may wear or use such items of equipment only during these times and to and from work. The employees shall take all reasonable care in maintaining issued equipment in good working order. Employees shall use the issued equipment only for an appropriate work-related purpose.

(d) Employees who are issued uniforms or equipment must take reasonable care of all such items and return them in good condition, ordinary wear and tear excepted, when their employment with the City ends. Employees shall not be held financially liable for loss or damage to issued motor vehicles, except for intentional acts or gross negligence, but shall be financially liable for loss or damage to uniforms or equipment if such loss or damage is caused by the employee's negligence. Employees shall not be liable for loss or damage caused by reasons beyond the employee's control. Any amount owed the City for such loss or damage to uniforms or equipment shall be promptly paid by the employee. If not promptly paid by the employee, said amounts may be withheld from the employee's final paycheck and may be pursued in any other lawful manner. However, any such withholding shall not reduce the employee's pay below the minimum hourly rate under the Fair Labor Standards Act (29 C.F.R. §531.36) Employees shall sign Form 4010 acknowledging and accepting their responsibilities under this section.

[2-23-94; 11-18-99; 8-15-16]



*... creating a better quality of life*

August 8, 2016

Honorable Mayor and Members of City Council:

RE: Fiscal Year 2017 Budget Amendment

As an agenda item for the August 11, 2016 meeting it is requested Council approve an amendment to Ordinance 16-O-31 before passing it on second reading.

Information was presented to City Council on July 28, 2016 for the approval to refinance the 2010 First Tennessee Bank loan with a bond issuance. Exhibit A has been amended to include the necessary budget amendments related to this transaction in the General Fund and Debt Service Fund based on a final bond summary received from Cumberland Securities.

Fiscal Impact

This additional amendment will increase the Use of Fund Balance (cash) in the General Fund by \$475,474.

Recommendation

It is recommended that Council approve this amendment to Ordinance 16-O-31 before passing the Ordinance on second reading.

  
Melissa B. Wright  
City Recorder, Finance Director

Finance and Tax Administration

111 West Vine Street \* P. O. Box 1139 \* Murfreesboro, Tennessee 37133-1139 \* Phone 615 893 5210 \* Fax 615 848 3247  
TDD 615 849 2689      [www.murfreesborotn.gov](http://www.murfreesborotn.gov)

Department	Account	BUDGET AS PASSED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>GENERAL FUND</u>				
REVENUES	State Grant - Comm Dev ESG	\$ -	\$ 159,366	\$ 159,366
				<u>159,366</u>
EXPENDITURES	Transfer to Debt Service Fund	\$ 32,381,586	\$ 33,016,426	\$ 634,840
				<u>634,840</u>
	CHANGE IN FUND BALANCE (CASH)	\$ (2,905,061)	\$ (3,380,535)	\$ (475,474)
<u>DRUG FUND</u>				
EXPENDITURES	Fixed Assets	\$ 193,500	\$ 402,684	\$ 209,184
				<u>209,184</u>
	CHANGE IN FUND BALANCE (CASH)	\$ (131,850)	\$ (341,034)	\$ (209,184)
<u>DEBT SERVICE FUND</u>				
REVENUE	Sale of Bonds	\$ -	\$ 27,430,000	\$ 27,430,000
	Premiums on Bonds Sold	\$ -	\$ 3,741,565	\$ 3,741,565
	From General Fund	\$ 32,381,586	\$ 33,016,426	\$ 634,840
				<u>31,806,405</u>
EXPENDITURES	Notes Retired	\$ 18,038,684	\$ 48,981,684	\$ 30,943,000
	Interest on Notes	\$ 2,737,966	\$ 3,063,375	\$ 325,409
	Issuance Costs		\$ 228,565	\$ 228,565
	Miscellaneous Expenses	\$ 5,000	\$ 314,431	\$ 309,431
				<u>\$ 31,806,405</u>
	CHANGE IN FUND BALANCE (CASH)	\$ 1,650,000	\$ 1,650,000	\$ -

**ORDINANCE 16-O-31** amending the 2016-2017 Budget (1<sup>st</sup> amendment).

**WHEREAS**, the City Council adopted the 2016-2017 Budget by motion; and,

**WHEREAS**, the City Council adopted an appropriations ordinance, Ordinance 16-O-24, on June 24, 2016 to implement the 2016-2017 Budget; and,

**WHEREAS**, it is now desirable and appropriate to adjust and modify the 2016-2017 Budget by this Ordinance to incorporate expenditure decisions made during the 2016-2017 fiscal year.

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

SECTION 1. The 2016-2017 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the Fiscal Year 2016-2017 at the earliest practicable time, the welfare of the City requiring it.

Passed:

1<sup>st</sup> reading \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

\_\_\_\_\_  
Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

\_\_\_\_\_  
Craig D. Tindall  
City Attorney

SEAL

Department	Account	BUDGET AS PASSED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>GENERAL FUND</u>				
REVENUES	State Grant - Comm Dev ESG	\$ -	\$ 159,366	\$ 159,366
				<u>159,366</u>
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				<u>(475,474)</u>
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	Issuance Costs		\$ 228,565	\$ 228,565
	Miscellaneous Expenses	\$ 5,000	\$ 314,431	\$ 309,431
				<u>\$ 31,806,405</u>
	CHANGE IN FUND BALANCE (CASH)	\$ 1,650,000	\$ 1,650,000	\$ -
				<u>-</u>

# City of Murfreesboro

## Request for Certificate of Compliance for Retail Liquor Store

Summary of information from the application:

**Owners/Partners/Stockholders/Officers:**

**Name** Bina Patel  
**Age** 38  
**Home Address** 1904 Marylake Way  
**Residency City/State** Murfreesboro, TN  
**Race/Sex** Asian/F

**Background Check Findings:**  
 City of Murfreesboro: None  
 Rutherford County: None  
 Nashville/Davidson County: None

**Name** Manish Patel  
**Age** 40  
**Home Address** 4305 Belle Mina Lane  
**Residency City/State** Franklin, TN  
**Race/Sex** Asian/M

**Background Check Findings:**  
 City of Murfreesboro: None  
 Rutherford County: None  
 Nashville/Davidson County: None

**Name** Kinnari Patel  
**Age** 46  
**Home Address** 1327 Dunraven Dr.  
**Residency City/State** Murfreesboro, TN  
**Race/Sex** Asian/F

**Background Check Findings:**  
 City of Murfreesboro: 10/16/2008 Seatbelt Pled Guilty  
 Rutherford County: None  
 Nashville/Davidson County: None

**Name of Business Entity** Kanisha Inc.  
**Name of Business** Stones River Liquors  
**Business Location** 208 N Thompson Lane

**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.



## *Regular Agenda*

August 11, 2016

Honorable Mayor McFarland and Members of City Council:

### **Purchase of 3 Lots at the Corner of SE Broad Street and S. Church Street**

---

As an agenda item, City Council is recommended to approve the purchase of three parcels located at the corner of Southeast Broad Street and South Church Street.

#### **Background**

City staff has been working with JRN, the current property owner, and a potential purchaser (American Development Partners, ADP) looking to redevelop all or a portion of the subject three parcels. The properties are commonly known as the location of the former KFC, where Town Creek crosses the property diagonally from Murfree Springs to South Church Street. Town Creek improvements are programmed in the City Stormwater Capital Improvement Plan. An exhibit is attached showing the parcels and Town Creek alignment on the property. Additionally, an exhibit is attached showing the extent of Town Creek from Murfree Springs to Cannonsburgh.

In 2008, the City replaced a 45-foot section of culverts crossing the KFC property following a culvert failure. Evaluation, video inspection, and engineering inspections identified that several portions of the remaining culverts are in need of maintenance and repair. City staff has evaluated and developed a conceptual design, in consultation with Griggs and Maloney, of the potential to daylight Town Creek across the properties rather than repair and maintain the existing culvert system. Daylighting is a term that refers to uncovering some or all of the flow of a waterway that has been previously buried in underground pipes and culverts. By returning the creek to view, where feasible, our intention would be to improve the riparian environment and restore this waterway as a community amenity.

In recent months, individuals looking at the potential redevelopment options for these parcels have faced the hurdle of coordinating with a significant public infrastructure project. City staff is currently working on a proposal to acquire the parcels for completion of the daylighting project. Once complete, a portion of the property could then be released for redevelopment.

ADP has an agreement to purchase the property from JRN and has offered to transfer the property to the City at their cost. ADP and the City would additionally enter into a purchase agreement and a buyback option, allowing ADP to purchase at the same per acre cost a redevelopment parcel upon the completion of the Town Creek daylighting project. The potential redevelopment parcel would generally be located at the former KFC building between South Church and Murfree Springs as shown on the attached exhibit.

### **Fiscal Impact**

The purchase price of the three parcels is \$700,000 including \$20,000 earnest money required in the agreement. We anticipate usual and customary closing costs and real estate transfer fees of not more than \$35,000 to be required for closing and transfer. The purchase price and closing costs are proposed to be paid from Stormwater Utility Fee Capital Reserves. If ADP exercises the buyback option, the sales price of approximately \$350,000 plus incidental costs to prepare the parcel for transfer (building demolition, surveying, platting, etc.) would be refunded to the Stormwater Capital Reserve account.

### **Concurrence**

The Murfreesboro Planning Commission approved the purchase as a Mandatory Referral at their regular meeting on July 20, 2016. The Murfreesboro Water and Sewer Board considered the purchase funding request at their regular August 2, 2016 board meeting and approved funding the purchase at \$735,000 from Stormwater Utility Fee Capital Reserves.

### **Recommendation**

City Council is recommended to approve the purchase of the three parcels in the amount of \$700,000 plus closing costs for an estimated total of \$735,000 from Stormwater Capital Reserves and, upon execution of a purchase agreement with ADP, to authorize the earnest money of \$20,000 for disbursement as required by the anticipated purchase agreement. Further, City Council is recommended to authorize the Mayor to execute the purchase agreement, buyback agreement, and recordable buyback notice along with other necessary property transfer documents, subject to review by the City Attorney.

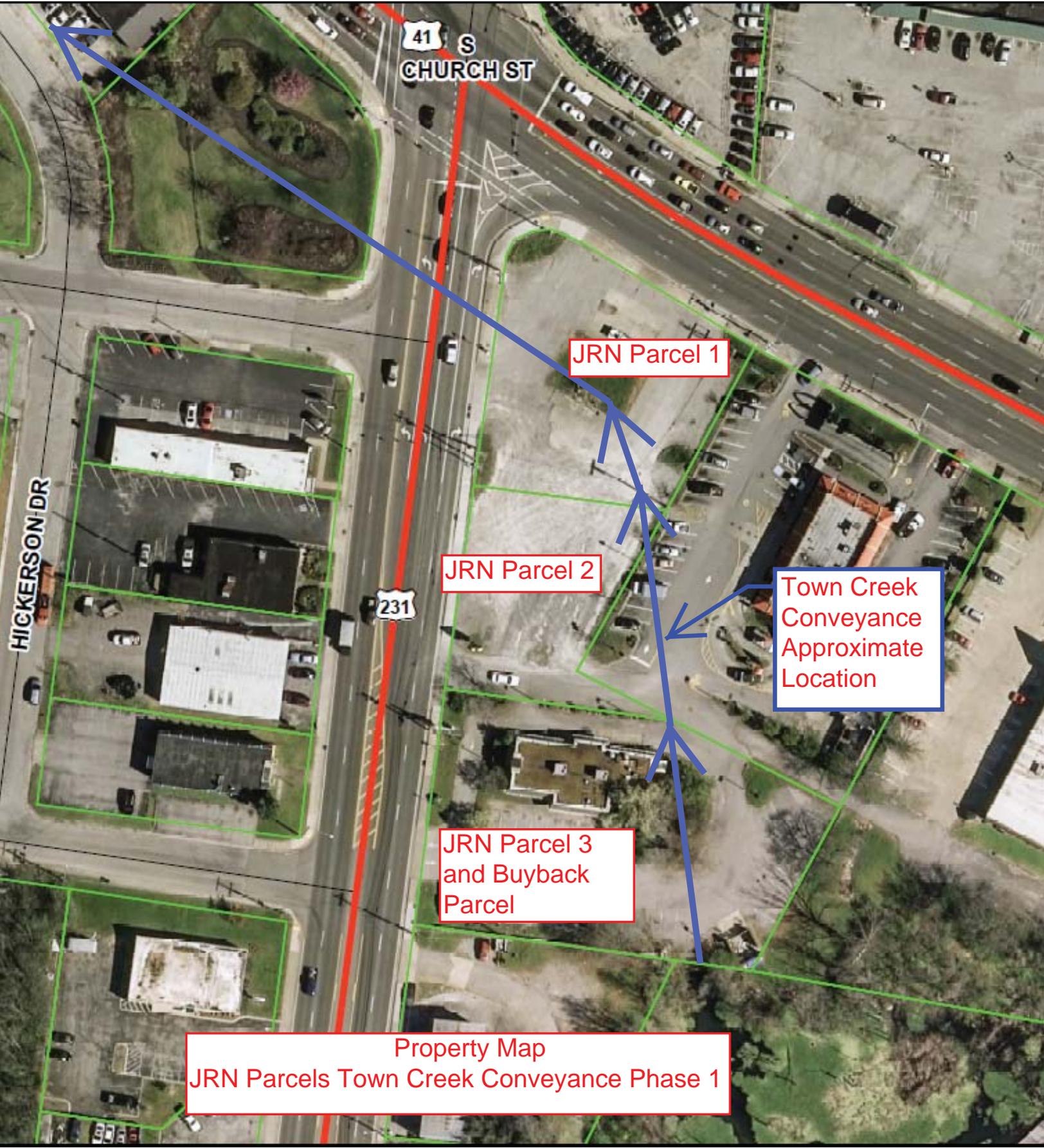
Thank you for your consideration.

Sincerely

Sam A. Huddleston, PE  
Assistant City Engineer

### **Attachments**

1. JRN Parcels
2. Town Creek Exhibit
3. Purchase and Sales Agreement



41 S  
CHURCH ST

JRN Parcel 1

JRN Parcel 2

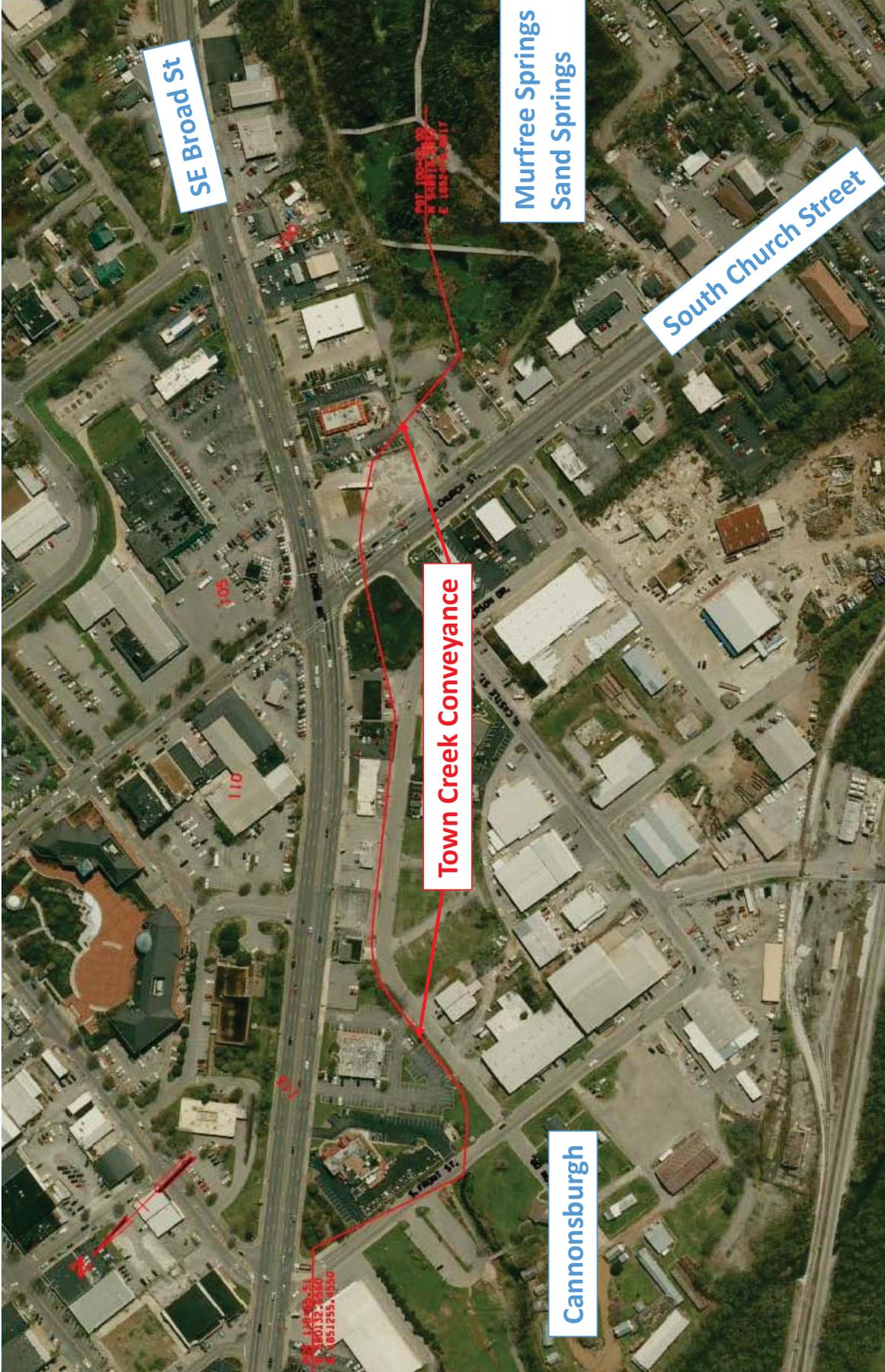
Town Creek  
Conveyance  
Approximate  
Location

JRN Parcel 3  
and Buyback  
Parcel

Property Map  
JRN Parcels Town Creek Conveyance Phase 1

HICKERSON DR

231



SE Broad St

Murfree Springs  
Sand Springs

South Church Street

Town Creek Conveyance

Cannonsburgh

1110-1115 E.  
10th St.  
Murfree Springs,  
TN 37055-1050

# REAL ESTATE SALES CONTRACT

**THIS Real Estate Sales Contract (“Agreement”)** dated August 12, 2016, is between **Redstone, LLC DBA American Development Partners**, a Tennessee Limited Liability Company, (“ADP”) and **the City of Murfreesboro, a municipal corporation in Rutherford County, Tennessee**, (“City”).

WHEREAS the following facts exist:

A. **ADP** has entered into a contract to purchase from **JRN, INC.**, a Tennessee corporation (“JRN”), the property which is the subject of this Agreement for the amount of \$700,000.00.

B. The \$20,000.00 earnest money to be deposited by **City** under this Agreement will be utilized by **ADP** to satisfy the earnest money requirements of its contract with **JRN**. The balance to be paid by the **City** at the closing of this Agreement will be utilized by **ADP** to pay the balance due to **JRN**, and to reimburse **ADP** for any out of pocket expenses incurred for that closing.

C. This Agreement constitutes a “pass through.” The deed to the Premises will pass through **ADP** to the **City** and the funds paid by the **City** will pass through **ADP** to **JRN**. Only one purchase price will be paid and only on real estate commission will be paid.

NOW THEREFORE, the Parties agree as follows:

1. **CONVEYANCE:** **ADP** agrees to sell and convey to **City** and **City** agrees to purchase from **ADP**, the real estate located at the 102 SE Broad and 519 S Church Street in the City of Murfreesboro, County of Rutherford, State of Tennessee, further identified as Tax Map 102, Group C, Parcels 24.00, 24.01, and 25.00, not including roads, streets or public rights-of-way, and being more particularly described on Exhibit "A" which is attached hereto and incorporated herein by this reference, together with all easements, rights and appurtenances, all buildings and improvements now located on the property, and all of **ADP's** rights, title and interest in all public ways adjoining the property (with the land, collectively called "Premises").

2. **PRICE:** The purchase price is \$700,000.00.

3. **DEED AND OTHER DOCUMENTS:** ADP shall convey marketable and insurable title to the Premises by general warranty deed, subject only to current real estate taxes, not delinquent, which shall be prorated at closing and covenants, conditions, easements, encumbrances and restrictions approved by **City** in writing. **City** shall pay for the cost of all recording fees, transfer taxes and all other closing costs associated with this transaction. Each party shall pay its own attorney's fees. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the **ADP**. The current year's taxes, if any, shall be pro-rated and adjusted as of the date of Closing in accordance with due date basis of the municipality or taxing unit which the Premises are located. **City** shall also pay **ADP's** closing costs, including any real estate transfer tax, in connection with the closing of **ADP's** acquisition of the Premises from JRN, Inc.

4. **EARNEST MONEY:** **City** shall deposit with Rick Mansfield, attorney, 110 S. Maple Street, Murfreesboro TN 37130, as agent for Stewart National Title Services as Escrow Agent, Twenty Thousand Dollars (\$20,000.00), earnest money, to be credited against the purchase price at closing. **The earnest money is to be deposited by City with the Title Company within 20 business days of executing this contract.** If **City** defaults under this contract and fails to cure the default within ten (10) days after receipt of written notice from **ADP**, then, upon demand of **ADP**, the earnest money shall be forfeited as liquidated damages, and not as a penalty; and this contract shall become null and void. It is agreed between the parties that **ADP's** damages would be hard to ascertain and that the earnest money is a good faith estimate of the damages to which **ADP** is entitled. It is specifically agreed that **ADP's** damages under this contract shall be limited to the earnest money deposit, and **ADP** waives any and all damages and causes of action, which may have arisen under the terms of this contract. If this contract is terminated for any reason other than **City's** default, the earnest money shall be returned to the **City**

5. **EVIDENCE OF TITLE:** Within fifteen (15) days of the full execution of this contract, **City** shall order at **City's** expense a complete title commitment for policy of title insurance issued by a title company in an amount not less than the purchase price, bearing date later than the acceptance hereof and guarantying the title and the conditions required for the performance of this agreement. The title company shall deliver to **City** a title insurance policy covering the subject Premises, at **City's** sole cost and expense. Such policy shall conform to the commitment approved by the **City**. If the "commitment" discloses any defects in title, **ADP** shall have thirty (30) days from the date of **City's** notice of such defects to: (1.) elect to cure such defects and to furnish a later report showing the defects cured or removed, or (2.) decline to cure such

defects. If such defects are not cured within thirty (30) days, **City** may terminate this contract or may, at its election, take the title as it then is.

6. **DOCUMENTS:** Within ten (10) days after the execution and delivery of this Contract of Sale, **ADP** shall deliver to **City** all documents relating to the Premises that **ADP** has in its possession including but not limited to: existing surveys, topographical studies, environmental studies and existing title work, insurance binders and any other written agreements or reports relating to the subject Premises.

The foregoing conditions are for the **City's** sole benefit and may be waived in writing by the **City**, or, if the conditions are not satisfactory, in **City's** sole opinion, this contract may be terminated by the **City**, and the **City** shall be entitled to the return of its Earnest Money and the contract shall thereafter be deemed terminated and of no further effect.

7. **CONDITIONS PRECEDENT:** N/A

8. **ENVIRONMENTAL:** **ADP** hereby warrants to the best of its knowledge that the subject Premises is not in violation of any local, state or federal statutes or regulations, which by way of example only, not limitation, may include environmental protection regulations pertaining to leaking underground storage tanks, hazardous waste, toxic pollutants, and other effluents or contaminants.

9. **PREMISE CONDITION: AS IS WHERE IS: ADP HAS NOT MADE AND IS NOT MAKING ANY REPRESENTATION, WARRANTY, ASSURANCE OR GUARANTEE TO BUYER REGARDING THE PREMISES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION, WARRANTY, ASSURANCE OR GUARANTEE REGARDING (A) THE CONDITION OR VALUE OF THE PREMISES, (B) THE SUITABILITY OR FITNESS OF THE PREMISES FOR A PARTICULAR PURPOSE, (C) THE FINANCIAL PROSPECTS OF THE PREMISES, (D) THE PREMISES'S COMPLIANCE OR LACK THEREOF WITH APPLICABLE LAWS, (E) THE ENVIRONMENTAL CONDITION OF THE PREMISES, (F) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR CONDITION OF ANY UTILITIES AT OR NEAR THE PREMISES, (G) THE DEVELOPMENT POTENTIAL OF THE PREMISES, OR (H) THE ZONING OR OTHER LEGAL STATUS OF THE PREMISES; AND CITY IS PURCHASING THE PREMISES IN ITS PRESENT CONDITION AND STATE OF REPAIR, "AS IS, WHERE IS", WITH ALL FAULTS. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING AND THE DELIVERY OF THE DEED..**

10. **COMMISSION:** No commission shall be due or payable by either party related to the closing of this transaction. **City and ADP** shall hold each other harmless and indemnify each other from any claims for commissions from any such real estate agent or broker.

**11. USE RESTRICTIONS:**

**CHICKEN RESTRICTION:** The Premises shall be subject to a use restriction prohibiting the sale on the Premises of fried chicken (so called "chicken on the bone") other than that which is sold incidentally with other food as part of a general menu in a restaurant being operated on the Premises which restaurant does not specialize in fried chicken. This restriction shall include sales by fast food restaurants, such as, without limiting the generality of the foregoing, KFC, Zaxbys, Bojangles, Raising Cane's, Popeye's, Church's, Ms. Winners, Chick-fil-A and Chester's Fried Chicken, etc. This use restriction shall be included in the Deed conveying title to the Premises to the **City** and shall run with the land so encumbered, and shall bind the **City**, its successors and assigns. This restriction shall be in place for 5 years from the closing. After 5 years the restriction will expire.

The foregoing use restrictions shall be included in the Deed conveying title to the Premises to the **City** and shall run with the land so encumbered, and shall bind the **City**, his successors and assigns. This restriction shall be in place for 5 years from the closing. After 5 years the restriction will expire.

12. **POSSESSION:** **ADP** covenants to deliver sole and actual possession of the premises to the **City**, free and clear of all tenancies and parties in possession on the date title passes to the **City**.

13. **CLOSING:** Closing date and times will be mutually agreed upon by **ADP** and **City** but shall be no later than the 5th day of September, 2016 unless agreed to in writing by parties.

14. **INSPECTIONS:** **City** or its nominee, at **City's** sole cost and expense, shall have the right to enter the subject Premises at reasonable hours to make soil and engineering tests, inspections and surveys. **City** shall indemnify and hold **ADP** harmless from all liabilities and obligations in connection with such tests and inspections and shall not permit any mechanic's liens to be placed on the subject Premises or any portion thereof in connection with such tests and surveys.

15. **TIME OF THE ESSENCE:** Time is of the essence of this Agreement, but any defaulting party is entitled to ten (10) days after receipt of written notice of a default to cure before the other party may terminate or exercise other remedies under this contract.

16. **NOTICES:** All notices and demands shall be in writing and shall be sent by United States Certified Mail to **ADP:** American Development Partners, Attn: Jamie Butera, 6004 Cody Cove, Spring Hill, TN 37174 and to **CITY:** City of Murfreesboro, Attn: City Manager, 111 West Vine Street, Murfreesboro TN 37130, with a copy to City Attorney, 111 West Vine Street, Murfreesboro TN 37130.

17. **COVENANTS:** All of the covenants, warranties, representations and agreements in this contract shall survive closing and shall run with the land and extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties. It is understood that there are no oral or written agreements or representations between **ADP** and **City** affecting this contract, and this contract supersedes and cancels any and all previous negotiations, arrangements, representations and understanding, if any, between parties. This contract may be modified or altered only by agreement in writing between the parties, and no act or omission of any employee or agent of the parties or any broker, if any, shall alter, change or modify any of the provisions of this Contract.

18. **Exclusivity:** During the period from the date hereof **ADP** shall not initiate, solicit, continue or respond to any offers or negotiations for the sale of the Properties to any person or entity other than Buyer.

19. **Relationships:** By executing this Agreement **ADP** is representing that it is not directly or indirectly owned by any member of the Murfreesboro City Council, by any member of the Murfreesboro Planning Commission, by any member of the Murfreesboro Water and Sewer Board, or by any officer of the City (said term to include the City Manager, City Recorder, City Treasurer, City Judge and City Attorney) or by any of the City's negotiators or representatives. ADP represents and commits that no compensation, kickback, gratuity, or other payment or gift of value has been or will be made by ADP to any of the individuals hereinabove mentioned; ordinary campaign contributions are not hereby prohibited.

20. **Option to Re-purchase.** For good and valuable mutual considerations, including but not limited to the rights and obligations hereafter expressed, **City**

hereby grants to **ADP** an option to purchase the area indicated on Exhibit B as the Development Area on following terms and conditions:

a. **City** anticipates the following generally described work on the Property as indicated on Exhibit A; Exhibit A is a preliminary concept subject to change when engineering studies and designs are finalized:

- (1) Removing existing concrete/ asphalt / buildings
- (2) Daylighting Town Creek
- (3) Installing box culverts / bridges
- (4) Relocating certain easements and relocating and reconstructing certain utilities
- (5) Creating new access easements
- (6) Installing landscape and hardscape elements
- (7) Re-subdividing to create Lot 1 as a commercially developable lot to be transferred pursuant to this Agreement and Lot 2 to be retained by **City**.

b. **City** will notify **ADP** when it has achieved substantial completion of its work.

c. **ADP** shall have 180 days from the date of the **City's** notice of substantial completion to exercise its option to purchase Lot 1. **City** may, in its sole discretion, extend the time for exercise by **ADP** of its option.

d. The price to be paid by **ADP** for Lot 1 shall be calculated "per acre" and shall be an amount equal to the "per acre" price paid by **City** for the Property, plus an amount equal to the estimated out of pocket cost to the City to prepare Lot 1 for re-development, and shall be paid to **City** in good funds at closing. In no event shall the price paid by **ADP** for a tract of 0.745 acres exceed \$350,000, plus an amount equal to the estimated out of pocket cost to the City to prepare Lot 1 for re-development. Closing shall occur within 30 days after the date on which **ADP** notifies **City** that it will exercise the option. At closing, **City** will provide any

releases necessitated by work done by or for the **City** in order to convey good title to lot 1. Lot 1 will remain zoned C-H Highway Commercial unless an alternate zoning is requested and obtained by **ADP**, at its expense. Other closing expenses will be borne by **ADP**. Taxes will be prorated to date of closing.

e. The parties will execute a Notice of Option appropriate for recording as evidence of the option hereby granted.

f. If **ADP** fails or declines to exercise its option, **City** shall be free to retain Lot 1 or dispose of it as it shall see fit.

**ADP AND CITY**, by their execution below, indicates their agreement to the terms of this Contract.

**ADP: REDSTONE, LLC DBA, American Development Partners**

**BY:** \_\_\_\_\_  
**JAMIE BUTERA,**  
**MANAGING MEMBER**

**CITY: CITY OF MURFREESBORO**

**BY:** \_\_\_\_\_  
**Shane McFarland, Mayor**

**ATTEST:**

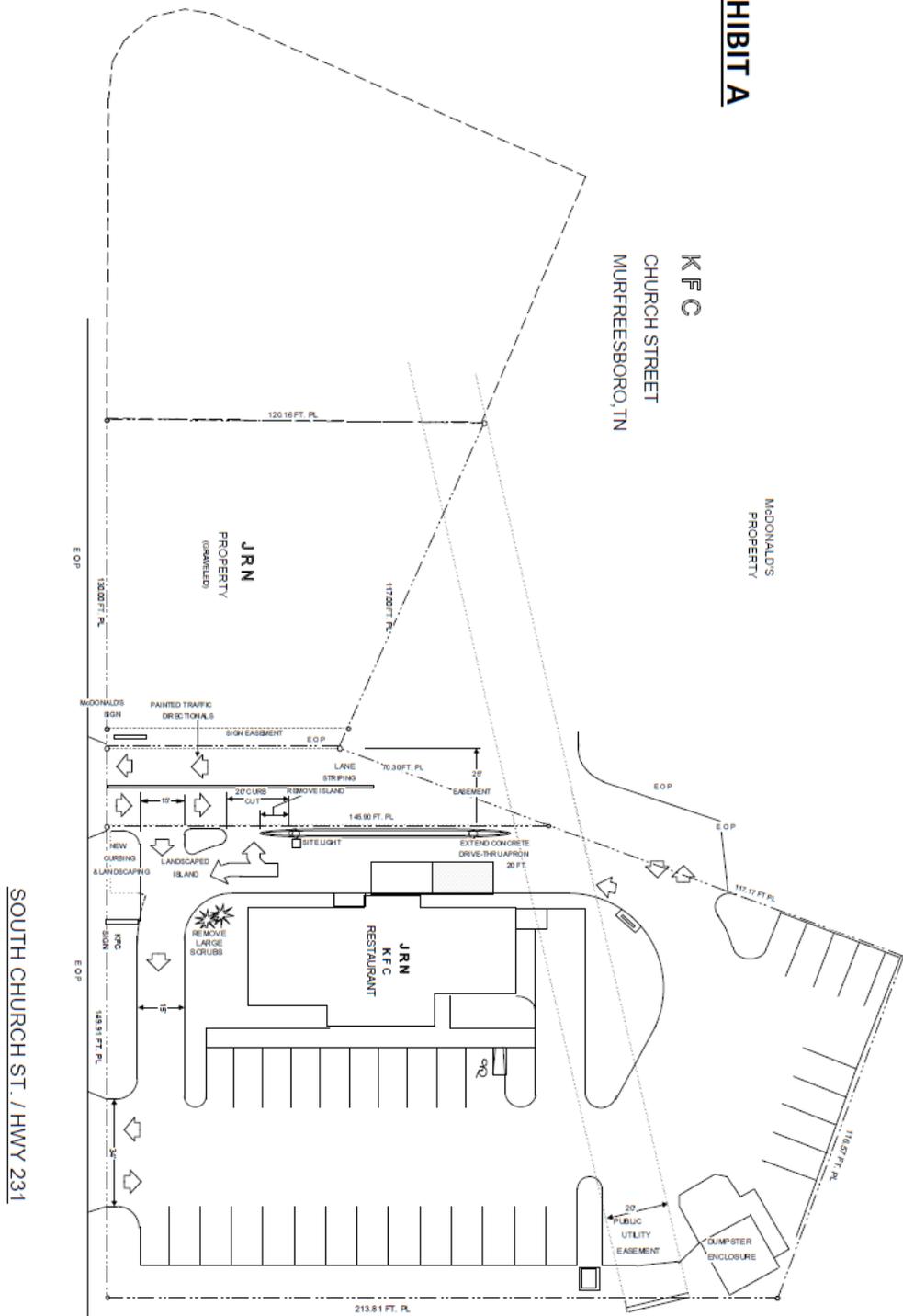
**BY:** \_\_\_\_\_  
**Melissa Wright, City Recorder**

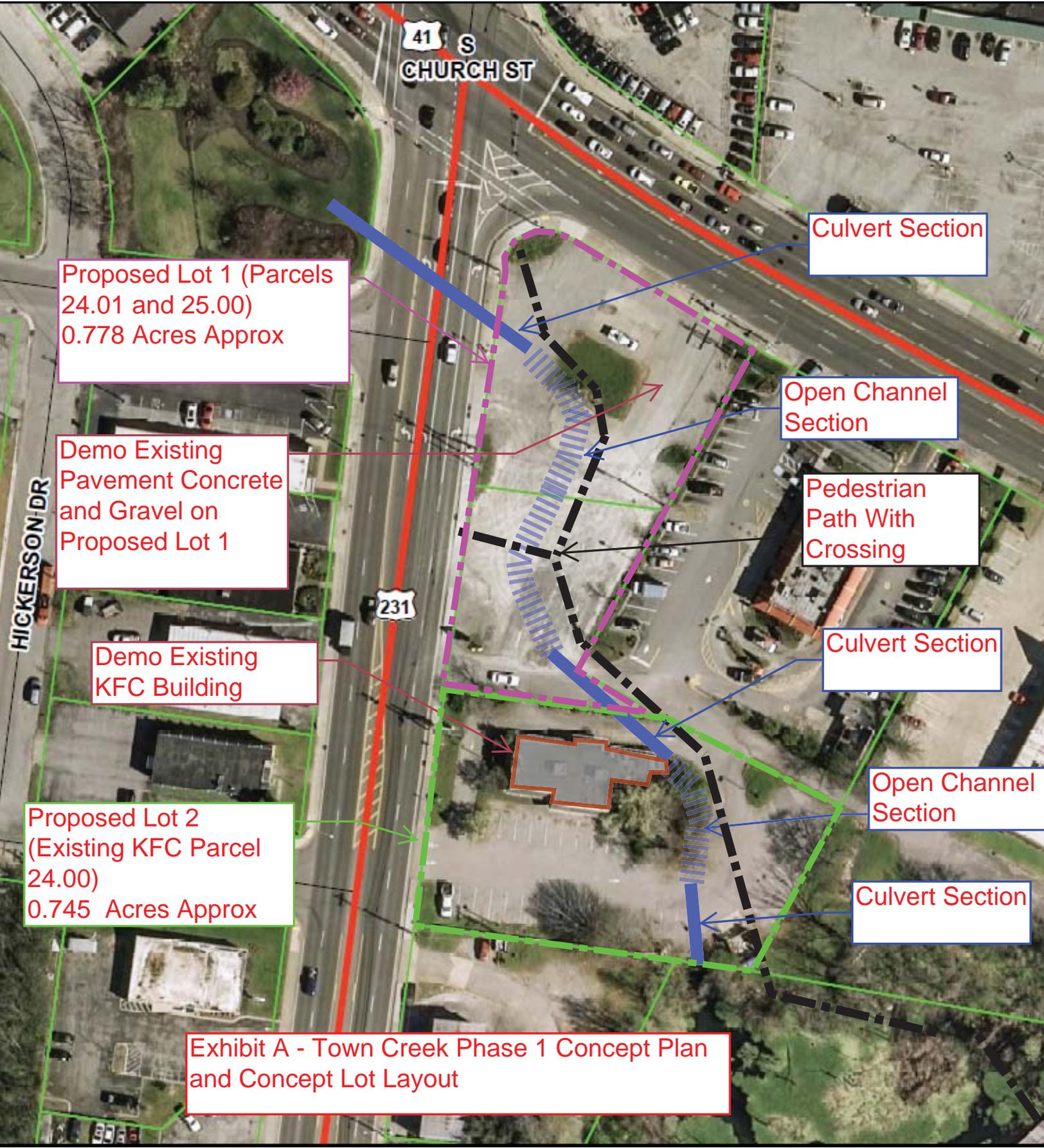
**APPROVED AS TO FORM:**

**BY:** \_\_\_\_\_  
**Craig Tindall, City Attorney**

**Approved By Murfreesboro City Council: August 11, 2016\_\_.**

**EXHIBIT A**





41 S  
CHURCH ST

Proposed Lot 1 (Parcels  
24.01 and 25.00)  
0.778 Acres Approx

Demo Existing  
Pavement Concrete  
and Gravel on  
Proposed Lot 1

Demo Existing  
KFC Building

Proposed Lot 2  
(Existing KFC Parcel  
24.00)  
0.745 Acres Approx

Exhibit A - Town Creek Phase 1 Concept Plan  
and Concept Lot Layout

Culvert Section

Open Channel  
Section

Pedestrian  
Path With  
Crossing

Culvert Section

Open Channel  
Section

Culvert Section

HICKERSON DR

231



*... creating a better quality of life*

## **REGULAR AGENDA**

August 5, 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 August 2, 2016**

**Septic Tank Effluent Pump (STEP) Design Guidelines for Murfreesboro Water and Sewer Department (MWSD) Service Area Affecting TM 126 Parcel 18.00 on Dilton-Mankin Road**

### **Summary Statement**

MWSD has considered operating and maintaining satellite facilities treating sanitary sewer for several years. Staff has worked with Site Engineering Consultants (SEC) along with City Planning and Engineering staff to develop some proposed STEP design criteria for developments beyond MWSD's sanitary sewer central collection system. The primary purpose of these design criteria are to incentivize developments to request annexation into the City limits of Murfreesboro and build to City standards.

### **Background**

A proposed site off of Dilton-Mankin Rd just outside the City limits of Murfreesboro brought the need for the City of Murfreesboro to consider becoming operators of STEP systems. The attached exhibit illustrates the site that was designed for a STEP system that was adjacent to the City limits. In other words the property is annexable under current State law. The site has been preliminarily designed to Rutherford County development standards and Consolidated Utility District (CUD) STEP drip disposal criteria for effluent disposal.

Bill Dunnill, the General Manager for CUD, called MWSD staff several weeks ago to inquire if this site was close enough to MWSD's gravity sanitary sewer system that it should be connected to the City's collection system. Mr. Dunnill even suggested that a future CUD abandoned water line adjacent to Manchester Pike (US41) would be available to MWSD for conversion to a sanitary sewer force main should MWSD consider a pumping station serve the property.

Staff has investigated three (3) scenarios, each having an unknown business case, so we would like to put the decision into the developer's control. The options are as follows:

- 1) Allow the 8" abandoned water main to act as a casing sleeve for a four (4) or six (6) inch sanitary sewer force main that would convey pumped sewage to the terminus point illustrated in the attached. The main challenge with this scenario is converting the permanent water easement in dedicated to CUD to allow a dedicated easement to the City of Murfreesboro for conveyance of a sewer force main.

**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](http://www.murfreesborotn.gov)

- 2) The development be served by a decentralized STEP treatment system that is owned operated and maintained by the Murfreesboro Water and Sewer Department. The main challenge with this option is associated with MWSD not having general design guidelines associated with allowable lots, drip dispersal acreage, reserve drip field area, and hydraulic soil loading.
- 3) Facilitate through cost-sharing an extension of gravity sanitary sewer along the alignment of the Department's 201 Wastewater Facilities Plan and coordinate with the installation of the approved pumping station on the Jones property to serve both developments. The main challenge with this option is acquiring easements on the property to the north of the subject property and the timing associated with the multi-family development on the Jones property and coordinating the installation of a pumping station serving both properties.

Based on a meeting conducted on July 21<sup>st</sup>, 2016 with the Department, the developer and Planning and Engineering staff at City Hall, the developer has stated their intent to pursue option 2, or install a decentralized STEP treatment system.

### **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 2, 2016.

### **Recommendation**

As this project has moved rather quickly, it was always staff's desire to allow the developer to select the option that provides the best development solution for them. The primary role of MWSD is to incentivize the voluntary request by the property owner to be annexed into the City of Murfreesboro and subsequently have the development built to City standards. The following DRAFT design guidelines accomplishes that objective, and therefore it is recommended that City Council adopt the STEP design guidelines developed in conjunction with Site Engineering Consultants, Inc. (SEC). See attached engineering report. In concert with the STEP system design criteria, staff has developed some pre-requisites that would need to be fulfilled prior to committing to serving a property with a decentralized STEP system.

### **Fiscal Impact**

There are no initial capital costs associated with allowing the referenced property to be developed using a STEP system. Staff anticipates creating a customer class for customers served through a STEP system and seeing that operation and maintenance costs are adequately covered. See design guidelines below referring to establishing a rate design commensurate with Consolidated Utility District's rate design.

### **Attachments**

Dilton-Mankin property exhibit; sanitary sewer service scenarios  
Draft design guidelines for servicing City properties through a STEP system  
SEC Engineering Report recommendation for STEP drip irrigation fields

Respectfully submitted,

Darren W. Gore  
Director

Attachments

## DRAFT Design Guidelines for Servicing City Properties through a STEP system

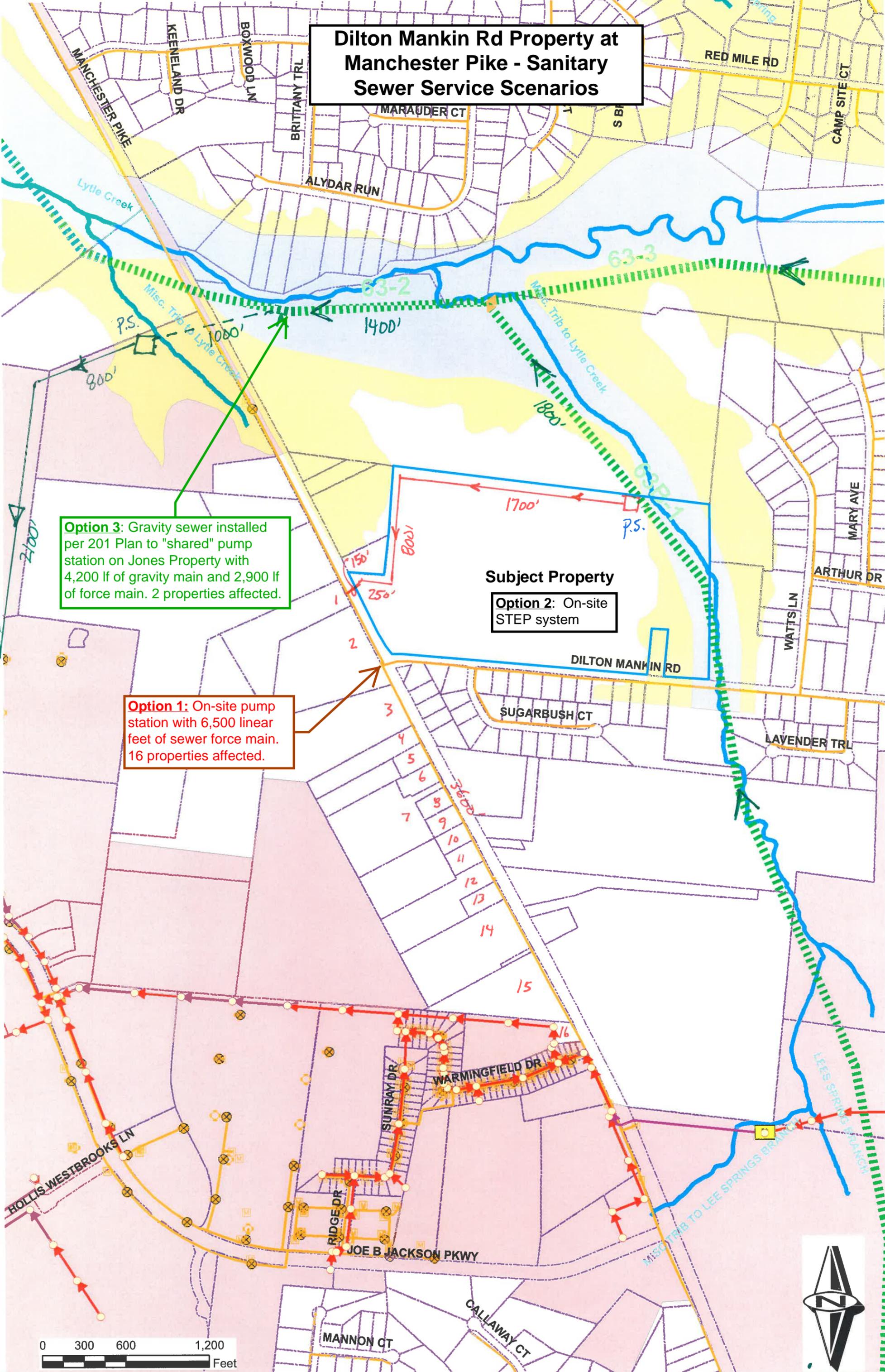
The preliminary conditions for consideration of MWSD to serve a proposed development with a Septic Tank Effluent Pump (STEP) system are:

- 1) The property must be initially deemed “annexable”, as defined by either (i) being contiguous to current Murfreesboro City Limits, or (ii) all owners of all properties between the proposed site and current Murfreesboro City Limits must also consent; and, the developer of the property must request annexation into the City limits of Murfreesboro.
- 2) Sanitary sewer must be deemed economically unfeasible to extend to the development per MURFREESBORO CITY CODE Chapter 29 SUBDIVISIONS, MAPS AND PLATS, Section 29-10, which states – Where a subdivision or the lots located therein for any reason cannot be economically connected with the City’s or other sewerage system, or where for any reason the Council of the City declines to extend its sewerage or service to a subdivision or any of the lots therein, the lots in said subdivision not connected or to be connected to the City’s or such other sewerage system must contain adequate area for installation of approved septic tank and disposal fields based on a percolation test and must be approved in writing by the county health officer.
- 3) Adequate soils must be available to support the development at a hydraulic loading rate of 0.20 gallons per day per square foot (gpd/sf) and maintain a reserve drip irrigation area of 50% of the approved application area. Per the example provided in SEC’s engineering report, this would require 5.17 acres of drip irrigation application area for a 100 lot development.
- 4) The Planning Dept. and Planning Commission would need to approve the development in accordance with all applicable zoning requirements and engineering design standards.

The City’s ordinance would need to be amended to accommodate two (2) specific items:

- 1) Collection of fees for treating sewerage through a STEP system. The proposed MWSD STEP rate structure would be recommended to align with CUD’s STEP rate structure which is a flat rate of \$28.00 per month plus \$2.00 per thousand gallons of all consumption; and,
- 2) Exclusion of single family units and single family unit equivalents from system development charges (a.k.a., connection fees) and special sanitary sewer assessment fees. Since these developments would not be “buying in” to the capacity of the central collection and treatment system, the aforementioned charges and fees should not be applied.

# Dilton Mankin Rd Property at Manchester Pike - Sanitary Sewer Service Scenarios



**Option 3:** Gravity sewer installed per 201 Plan to "shared" pump station on Jones Property with 4,200 lf of gravity main and 2,900 lf of force main. 2 properties affected.

**Subject Property**  
**Option 2:** On-site STEP system

**Option 1:** On-site pump station with 6,500 linear feet of sewer force main. 16 properties affected.



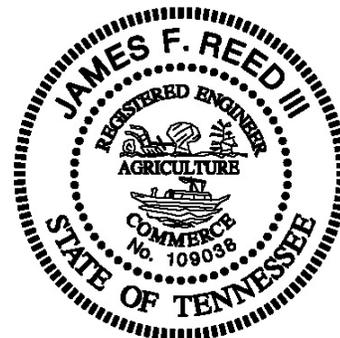


# STEP SYSTEMS

**Septic Tank Effluent Pump (STEP) Sanitary Sewer Collection,  
Recirculating Sand Filter Wastewater Treatment & Land Drip  
Dispersal System**

for

**Murfreesboro Water and Sewer Department  
Murfreesboro, TN**



## Section Index

- 1 General Information
- 2 Effluent Disposal Calculations

# 1 General Information

Sewage waste and grey water from (sinks, washing machine, etc) from residential houses drain into individual concrete 2-compartment tanks on each lot where the solids remain in the inlet side and the grey water effluent overflows into the outlet side of tank. When the wastewater effluent reaches a certain level in the outlet side of tank, an internal submersible pump will pump grey water to a common collection line typically along the road right of way with all the other tanks/lots in the system. The wastewater collection line. This line is typically 2-4" PVC will force under pressure the grey water from all the homes within a residential subdivision to a common wastewater treatment area that includes various stages of treatment.

**Stage one** starts with the recirculating sand filter (RSF) for the wastewater treatment. The RSF is split into two-sides (80% and 20%). Effluent / grey water is dosed five times through the RSF. The 20% side starts the **second stage** to disperse treatment effluent into the final dose (pump) tank. The effluent is then pumped from the final dose tank to **stage three** which is ultra violet (UV) disinfection in the UV building. Once disinfection has occurred, **stage four** begins by pumping the effluent into suitable land for underground drip dispersal for land application for the final treatment of the wastewater. The drip dispersal field has been tested by a certified soil scientist and verified by the Tennessee Department of Environment and Conservation for an approved underground drip dispersal system. The following pages will show the comparison of various loading rates and land application areas required by the controlling governmental agencies.

## 2 Effluent Disposal Calculations

The effluent will be treated by a recirculating sand filter, ultraviolet disinfection, and pumped to drip dispersal fields. In the RSF, the effluent receives the majority of its treatment. The effluent passes through the RSF five times before it is pumped through a disc filter and ultraviolet light, effectively destroying bacteria and viruses before releasing it in a subsurface drip irrigation system. At this point, the soil continues to provide treatment on an already cleaned effluent.

Below are four current criteria's for designing STEP systems in Tennessee within jurisdictions of Consolidated Utility District, Water Authority of Dickson County, Williamson County, Tennessee Department of Environment and Conservation and proposed Murfreesboro Water and Sewer Department. Below are examples using 100 lot subdivisions for each utility company as follows:

### 1. Consolidated Utility District (C.U.D.)



#### Daily Flow

Number of 3-BR Buildable Residential Lots	100 lots
Daily Flow for 3-BR	300 gpd/lot
Daily Flow	30000 gpd

#### Land Application Area

Loading Rate (0.15 gal/sf)	30000 gpd
Total Area Required	200000 S.F.
	or 4.59 acres

#### Number of Required Zones

Length per zone (@ 4' o.c.)	4550 L.F.
Number of Zones	11.0 Zones

#### Land Reserve Area

50% of Application Area	2.30 acres
-------------------------	------------

Total Application and Reserve Area	6.89 acres
------------------------------------	------------

#### Sand Filter Size

5 gal/S.F./day	
30000 gpd	
Area Req'd	6000 S.F.
Use Filter No.	55' x 112.5'

**2. Water Authority of Dickson County (W.A.D.C.)**



**Daily Flow**

Number of 3-BR Buildable Residential Lots	100 lots
Daily Flow for 3-BR	300 gpd/lot
Daily Flow	30000 gpd

**Land Application Area**

Loading Rate (0.2 gal/sf)	30000 gpd
Total Area Required	150000 S.F.
	or 3.44 acres

**Number of Required Zones**

Length per zone (@ 4' o.c.)	4700 L.F.
Number of Zones	8.0 Zones

**Land Reserve Area**

50% of Application Area	1.72 acres
Total Application and Reserve Area	5.17 acres

**Sand Filter Size**

5 gal/S.F./day	
30000 gpd	
Area Req'd	6000 S.F.
Use Filter No.	55' x 112.5'

### 3. Williamson County



#### Daily Flow

Number of 3-BR Buildable Residential Lots	100 lots
Daily Flow for 3-BR	300 gpd/lot
Daily Flow	30000 gpd

#### Land Application Area

Loading Rate (0.2 gal/sf)	30000 gpd
Total Area Required	150000 S.F.
	or 3.44 acres

#### Number of Required Zones

Length per zone (@ 4' o.c.)	4700 L.F.
Number of Zones	8.0 Zones

#### Land Reserve Area

100% of Application Area	3.44 acres
Total Application and Reserve Area	6.89 acres

#### Sand Filter Size

5 gal/S.F./day	
30000 gpd	
Area Req'd	6000 S.F.
Use Filter No.	55' x 112.5'

4. Tennessee Department of Environment and Conservation (T.D.E.C.)



**Daily Flow**

Number of 3-BR Buildable Residential Lots	100 lots
Daily Flow for 3-BR	300 gpd/lot
Daily Flow	30000 gpd

**Land Application Area**

Loading Rate (0.25 gal/sf)	30000 gpd
Total Area Required	120000 S.F.
	or 2.75 acres

**Number of Required Zones**

Length per zone (@ 4' o.c.)	4700 L.F.
Number of Zones	6.4 Zones

**Land Reserve Area**

0% of Application Area	0.00 acres
Total Application and Reserve Area	2.75 acres

**Sand Filter Size**

5 gal/S.F./day	
30000 gpd	
Area Req'd	6000 S.F.
Use Filter No.	55' x 112.5'

**5. SUGGESTED MURFREESBORO WATER AND SEWER DEPARTMENT  
(MWSD)**



**Daily Flow**

Number of 3-BR Buildable Residential Lots	100 lots
Daily Flow for 3-BR	300 gpd/lot
Daily Flow	30000 gpd

**Land Application Area**

Loading Rate (0.20 gal/sf)	30000 gpd
Total Area Required	150000 S.F.
	or 3.44 acres

**Number of Required Zones**

Length per zone (@ 4' o.c.)	4700 L.F.
Number of Zones	8.0 Zones

**Land Reserve Area**

50% of Application Area	1.72 acres
Total Application and Reserve Area	5.17 acres

**Sand Filter Size**

5 gal/S.F./day	
30000 gpd	
Area Req'd	6000 S.F.
Use Filter No.	55' x 112.5'

## SEWER PROVIDER COMPARISON TOTALS

PROVIDER	LOADING RATE	REQUIRED RESERVE AREA	EXAMPLE 100 LOT TOTAL AREA REQUIRED
1. C.U.D.	0.15 GPD/SF	50% OF APPLICATION AREA	6.89 ACRES
2. W.A.D.C	0.20 GPD/SF	50% OF APPLICATION AREA	5.17 ACRES
3. WILLIAMSON COUNTY	0.20 GPD/SF	100% OF APPLICATION AREA	6.89 ACRES
4. T.D.E.C.	0.25 GPD/SF	0% OF APPLICATION AREA	2.75 ACRES
5. SUGGESTED M.W.S.D.	<b>0.20 GPD/SF</b>	<b>50% OF APPLICATION AREA</b>	<b>5.17 ACRES</b>

The above loading rates for suitable soils range from 0.15-0.25 gpd/sf. Our suggestion would be to provide a slightly higher loading rate of **0.2 gpd/sf** and still be somewhat conservative with TDEC guidelines. In addition, the required reserve soils areas (duplicate soils) vary from 0%-100%. Our suggestion would be to provide a 50% reserve soils area.

### **To compare CUD to suggested MWSD per above numbers as follows:**

CUD **14.3 lots** /acre of suitable soils

Suggested MWSD **19.3 lots** /acre of suitable soils

To summarize MWSD would have an average of 5 lots more than CUD per acre of suitable soils. This equates to approximately 25% more lots than allowed for CUD



## Administration

### REGULAR AGENDA

August 5, 2016

Honorable Mayor and Members of City Council:

#### **RE: Selection of Solid Waste Strategic Plan Consultant**

It is recommended that City Council, in conjunction with Rutherford County Government, award a contract to Gershman, Brickman and Bratton (GBB) to develop a 20-year strategic plan for solid waste collection and disposal for Rutherford County. The City's cost would not exceed \$125,050 and is a planned item in the Solid Waste Department's Fiscal Year 2017 budget.

#### **1. Overview**

Municipal solid waste is collected by a combination of County, City and private haulers in Rutherford County. The City provides a recycling convenience center on East Main Street. Unincorporated areas are served by 17 recycling centers operated by the County and private haulers. Other than Rutherford County's Solid Waste service to government buildings, all businesses procure dumpster solid waste services from private haulers.

Rutherford County's solid waste is disposed at the Middle Point Landfill, which is privately owned and operated by Allied Waste Services, a Republic Services Company. Middle Point Landfill opened in 1987 after it was permitted and constructed by Romac. In 1988, it was sold to BFI.

In 1989, in order to operate at a profit, BFI asked and the County approved accepting solid waste from outside Rutherford County. Nineteen (19) counties currently using Middle Point Landfill for disposal of some or all of their solid waste.

A host agreement was negotiated in 1995 providing that both the City and the County receive free disposal, and the County receives an annual host fee of \$1.20 per ton of out of county solid waste disposed of at the Middle Point Landfill.

In 2014, Middle Point received 909,125 tons of waste from all sources. Rutherford County, including all municipalities, contributed 257,970 tons or 28.38% of the stream. The other 18 counties contributed 655,155 tons or 71.62%.

Rutherford County's contribution breaks down as:

	TONS	PER CENT OF LANDFILL TOTAL (909,125)
City of Murfreesboro	33,944	3.73
Rutherford County	45,729	5.03
3 <sup>rd</sup> Party Haulers	178,297	19.62

The Middle Point Landfill is projected to reach capacity no later than 2025. With current population projections the landfill could potentially reach capacity sooner. Additionally, the majority of landfills currently permitted and operating within the state of Tennessee are expected to be at or near capacity within a similar timeframe.

In order to address the coming closing of the landfill and the end of no cost disposal for Rutherford County solid waste, Mayor McFarland and Mayor Burgess began a solid waste planning committee in April 2015. The committee concluded that a strategic plan is necessary to ensure that Rutherford County and Murfreesboro continue to:

1. Provide sustainable, long term disposal of solid waste in an environmentally friendly manner.
2. Control long term costs to the maximum extent practicable, minimizing the impact on all tax or rate payers.
3. Comply with all Federal and state of Tennessee laws and regulations that govern solid waste disposal including hazardous waste and recycling.
4. Meet the service needs of all solid waste customers in a reliable and professional manner.

To accomplish this, the committee defined a scope of work for a consultant to assist in developing a strategic plan for the future of Rutherford County's solid waste activities that includes:

1. Defining a Baseline of the existing solid waste management operations
2. Identifying, Analyzing and Evaluating Options
3. Develop Strategy Recommendations
4. Prepare an Action Plan for the first two to five years

Rutherford County and the City of Murfreesboro adopted a Memorandum of Understanding that establishes that the two entities will share the cost associated with the creation of the Solid Waste Strategic plan on a fifty / fifty basis. Should any or all of the other three municipalities choose to participate in the consulting phase of the Solid Waste study, then those cities would contribute financially to the study cost based on their 2014 census population as a percentage of Rutherford County's population in the same census, thus reducing the City and County's actual cost.

## 2. Request for Competitive Sealed Proposal

Proposals were released March 29, 2016 and four responses were received on May 5, 2016 to the request of the City and County.

1. Environmental Business Services
2. Gershman, Brickman and Bratton
3. Griggs and Maloney
4. SCS Engineers

The review panel of Deputy County Mayor Jeff Davidson, County Solid Waste Director Mac Nolan, City Solid Waste Director Joey Smith, City Purchasing Director Paul Boyer and Assistant City Manager Jim Crumley reviewed the proposals and selected GBB and SCS Engineers for interviews.

After personally interviewing the firms, the unanimous recommendation of the committee was to recommend Gershman, Brickman and Bratton to the City and County governing bodies. The price proposed by GBB of \$250,100 was similar to the fee offered by the other proposers.

## 3. Recommendation

The experience of GBB, combined with the knowledge of solid waste management over decades, made them the unanimous choice of the joint City/County solid waste planning team.

The committee recommends City Council and Rutherford County Government contract with Gershman, Brickman and Bratton to assist in developing a twenty-year strategic plan for solid waste in Rutherford County. Cost of the study is \$250,100 and will be equally split between Murfreesboro and the County governments (\$125,050 each). Should other Rutherford County cities agree to join in the decision making phase of the study, then costs would be split based on the 2014 Census populations of the County.



James H. Crumley, CM  
Assistant City Manager

### Attached:

Memorandum of Understanding between City of Murfreesboro and Rutherford County government on sharing of costs

Contract with Gershman, Brickman and Bratton

Memorandum of Understanding (MOU)  
Between  
The City of Murfreesboro  
And  
Rutherford County Government  
For  
A Solid Waste Strategic Plan

Rutherford County, TN and the City of Murfreesboro, TN are seeking a qualified consultant in solid waste planning to facilitate a strategic plan for future solid waste disposal options.

Middle Point Landfill, which both the County and City utilize for disposal of waste, is projected to close in eight (8) years. Both the County and City currently pay zero (\$0.0) dollars for disposal. The closure of the landfill will require decisions to be made about garbage collection and disposal in Rutherford County.

Rutherford County has four municipalities within its borders; Eagleville, LaVergne, Murfreesboro and Smyrna. Only Murfreesboro provides curbside collection of solid waste to their residents. The other three communities have a variety of private collection companies on a voluntary subscription basis for residents. Rutherford County provides 14 recycling stations and front loader service to public schools and facilities.

A strategic plan is necessary to ensure that Rutherford County and Murfreesboro's solid waste services keep pace with the rapid growth of the area, are appropriate for current and future needs, contribute to a healthy and sanitary environment, takes advantage of unique opportunities or technologies and be cost effective.

The scope of work that the Solid Waste Consultant will undertake includes;

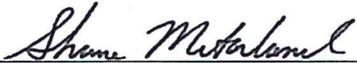
1. Defining a Baseline of the existing solid waste management operations
2. Identifying, Analyzing and Evaluating Options
3. Develop Strategy Recommendations
4. Prepare an Action Plan for the first two to five years

Rutherford County and the City of Murfreesboro will share the cost associated with the creation of the Solid Waste Strategic plan on a fifty / fifty basis.

Should any or all of the other three municipalities choose to participate in the consulting phase of the Solid Waste study, then those cities would contribute financially to the study cost based on their 2014 census population as a percentage of Rutherford County's population in the same census.

The State of Tennessee Solid Waste regulations require that the County be the lead program manager for solid waste planning in the County. Therefore, Rutherford County will be the main contact for bill payments and also receive any monies due for payment of the solid waste consultant services from this MOU.

For City of Murfreesboro and Rutherford County Government:

  
\_\_\_\_\_  
Shane McFarland, City Mayor

Date

\_\_\_\_\_  
Ernest G. Burgess, County Mayor

Date

## **Agreement for Solid Waste Disposal Feasibility Study**

This Agreement is entered into and effective as of the \_\_\_\_ day of August 2016, by and among **Rutherford County, Tennessee**, a political subdivision of the State of Tennessee, the **City of Murfreesboro**, a municipal corporation of the State of Tennessee ("Entities"), and **Gershman, Brickner & Bratton, Inc.**, a Maryland corporation ("Consultant").

This Agreement consists of the following documents:

- This document
- Request for Competitive Sealed Proposal (the "RCSP"), issued Tuesday, March 29, 2016
- Consultant's Proposal, dated May 4, 2016 ("Consultant's Proposal")
- Consultant's Price Proposal dated May 4, 2016 (the "Price Proposal"), and,
- Any properly executed amendments to this Agreement.
- Interlocal Agreement dated June 16, 2016

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

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

### **1. Duties and Responsibilities of Consultant.**

- 1.1 Consultant is engaged to draft solid waste strategic plan to the City and the County based on the process outlined on pages 19-24 of Consultant's May 4, 2016 proposal (the "Strategic Plan").
- 1.2 In undertaking the work set forth herein, Consultant must to comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Consultant is solely responsible to any and all taxes imposed upon Consultant and acknowledges it cannot claim exemption from taxes by virtue of any Entities exemption from taxation.
- 1.3 The Entities acknowledge and approve of the involvement of the firms Cooley Public Strategies, LLC and Triad Environmental Consultants as approved subcontractors to the Consultant on the performance of work under this Agreement.

### **2. Term.**

- 2.1 The term of this Agreement commences on the Effective Date and expires on July 31, 2017 unless extended by mutual agreement of Consultant and one or more of the Entities or unless earlier terminated as set forth herein.
- 2.2 Termination. Consultant's services may be terminated in whole or in part:
  - a. Upon 30-day prior notice, for the convenience of one or both of the Entities, provided that if one of the Entities notifies Consultant of its intent to terminate

under this paragraph, the remaining Entity may elect to continue this Agreement under the same terms and conditions.

- b. For the convenience of Consultant, provided that Consultant notifies the Entities in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination and surrenders all documentation, data, drawings, and work products generated through the termination date.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Consultant fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, Entities have the right to immediately terminate the Agreement. Such termination does not relieve Consultant of any liability to Entities for damages sustained by virtue of any breach by Consultant.
- e. Should the appropriation for Consultant's work be withdrawn or modified, Entities have the right to terminate the Agreement immediately upon written notice to Consultant.

**3. Compensation; Method of Payment.** Consultant shall submit monthly invoices for services rendered, based upon the percentage of completed tasks, as outlined in the Price Proposal. Entities shall make payments in the amount shown by approved Consultant invoices within thirty (30) days of receiving such invoice.

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

**5. Insurance.** During the term of this Agreement, Consultant must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Consultant will provide to the Entities a standard certificate of insurance this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon.

**6. Indemnification.**

6.1 Consultant must indemnify, defend, and hold harmless Entities, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of Consultant, its officers, employees and/or agents, including its sub or independent Consultants, in connection with the performance of this Agreement, and, Expenses arising from any failure of Consultant, its officers, employees and/or agents,

including its sub Consultants or independent Consultants, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

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

6.3 Copyright, Trademark, Service Mark, or Patent Infringement.

- a. Consultant, at its own expense, is entitled to and has the duty to defend any suit which may be brought against Entities to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Consultant will indemnify and hold harmless Entities against any award of damages and costs made against Entities. Entities will provide Consultant immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from Entities in order to enable Consultant to do so. Entities reserves the right to participate in the defense of any such action. Consultant has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amount due to effectuate fully the settlement are immediate due and payable and paid by Consultant; (ii) no cost or expense whatsoever accrues to the Entities at any time; and (iii) such settlement or compromise is binding upon Entities only upon approval by both the Rutherford County Commission and the Murfreesboro City Council.
- b. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Consultant's obligation to satisfy the final award, Consultant may at its option and expense:
  - (1) Procure for Entities the right to continue using the products or services.
  - (2) Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to Entities, so that they become non-infringing.
  - (3) Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Consultant will not exercise this option until Consultant and Entities have determined that each of the other options are impractical.
- c. Consultant has no liability to Entities if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Consultant, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which Entities has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the Rutherford County:

Rutherford County Office of the Mayor  
1 Public Square, Suite 101  
Murfreesboro, Tennessee 37130

If to the City of Murfreesboro:

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

If to Consultant:

Lori Scozzafava  
Vice President Operations  
Gershman, Brickner & Bratton, Inc  
8550 Arlington Blvd, Suite 304  
Fairfax, VA 22031-4620

8. **Maintenance of Records.** Consultant must maintain documentation for all charges against Entities. The books, records, and documents of Consultant, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Entities or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
9. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
11. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
12. **Employment.** Consultant may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
13. **Non-Discrimination.** It is the policy of the Entities not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or

state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Consultant certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Entities' contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Entities or in the employment practices of Entities' Consultants. Accordingly, all proposers entering into contracts with Entities may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a sub Consultant under a contract to the prime Consultant or higher tier sub Consultant or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a Consultant or sub Consultant under Entities contracts.
15. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Consultant under this Agreement, neither this Agreement nor any of the rights and obligations of Consultant hereunder may assigned or transferred in whole or in part without the prior written consent of Entities. Any such assignment or transfer do not release Consultant from its obligations hereunder.
16. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
17. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
31. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless choice of law doctrine or provision in any attachment or other document that Consultant may

provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

18. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
19. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, the party/parties that do not prevail will pay all expenses of such action including prevailing party's attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
20. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Consultant and authorized representatives of the Entities and is thereafter effective as of the date set forth above.

**Rutherford County, Tennessee**

By: \_\_\_\_\_  
Ernest G. Burgess, County Mayor

Approved as to form:

\_\_\_\_\_  
County Attorney

**City of Murfreesboro, Tennessee**

By: \_\_\_\_\_  
Shane McFarland, Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney

**Gershman, Brickner & Bratton, Inc.**

  
By: Lori Scozzafava  
Its: Vice-President Operations



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

August 11, 2016

Members of City Council

**RE: Recommended Reappointments & Appointments – Senior Center Commission**

**Appointment and Reappointments**

As an item for tonight's City Council agenda, I am recommending the following appointments and reappointments for the Senior Center Commission as reflected on the memo from Senior Center Director Connie Rigsby:

Reappointments - Mr. Mark Nobles  
Ms. Alice Nunnery

Appointments - Mr. Y. T. Vaughn to fill the term of Nancy Bryson Vaughan  
Mr. Chantho Sourinho to fill the term of Mr. Brandon Wallace  
Mr. Christopher Logel to fill the term of Mr. Greg Lyles  
Mrs. Washington to fill the term of Mr. Phil Lantz

Sincerely,

Shane McFarland  
Mayor



St. Clair Street  
**Senior Center**  
*Living Every Adventure Fully*

To: Mayor Shane McFarland  
From: Senior Center Commission and Connie Rigsby, Center Director  
Date: June 15, 2016  
RE: Senior Commission Appointments

The Senior Commission recently voted to reduce the size of the commission from 16 to 11 members. A reduction in size would bring the Senior Commission in line with other appointed commissions in the city and create a more efficient working body. After consultation with Mr. Jim Crumley, we have formulated a plan to reach this goal over the next two years as members finish their appointed terms.

Currently, we have 13 active members and three vacancies, with 4 ex-officio/non-voting members. The attached chart lists Commission members their respective term completion dates, and their attendance records. Three members—Greg Lyles, Brandon Wallace and Nancy B. Vaughn---have resigned and one, Phil Lantz has missed 27% of the meetings without checking in and has been unable to serve on committees. Therefore, it is the recommendation that Mr. Lantz be replaced on the Commission. Effective June 30, 2016, this leaves nine (9) active members and seven (7) vacant seats.

Three individuals have submitted applications for appointment. These individuals would add diversity and add depth and breadth of experience to our Commission.

Christopher J. Logel  
Chantho Sourinho  
Y. T. Vaughn

Recommendations:

Reappoint Mr. Mark Nobles to a second 3-year term which will end on 6/30/19. Mr. Nobles has had no unexcused absences during his term and served as Vice-Chair this past year. He currently serves as Chair of the Governance Committee and serves on the Budget/Finance and Programs Committees. He has been an asset to our Commission with his legal background and works with other Commission Members as well as staff.

Reappoint Mrs. Alice Nunnery to a second 3-year term which will end on 6/30/19. Mrs. Nunnery has no unexcused absences during her term. She currently serves Nominating Committee Chair and serves on the Building/Facilities and Program Committees. She has been an asset to our Commission with her involvement with the community. She works well with other Commission Members as well as staff.