

MURFREESBORO CITY COUNCIL  
AGENDA

September 1, 2016

7:00 p.m.

Council Chambers

**PRAYER**

MR. BILL SHACKLETT

**PLEDGE OF ALLEGIANCE**

**CEREMONIAL ITEMS**

**Consent Agenda**

1. A. Consider recommendations of the City Recorder/Finance Director: Acknowledgement of Receipt of City Manager's approved Budget Amendments for Fiscal Year 2017.
- B. Consider recommendations of the Planning Commission: Mandatory Referral [2016-714] for the disposition of surplus property along Florence Road; City Legal Department, applicant.
- C. Consider recommendations of the Street Superintendent: Purchase of AccuBrine Automated Brine Maker and Storage Tank.
- D. Consider recommendations of the Assistant City Manager: Kendig Keast Collaborative Contract Amendment No. 3.
- E. Consider recommendations of the Engineer Intern:
  - a. Mandatory Referral for Lot 23, Southpointe Business Campus.
  - b. Mandatory Referral for Todd's Lake.
- F. Consider recommendations of the Assistant City Manager: Request for Method of Approving RFCSP for Public Safety Training Facility.
- G. Consider recommendations of the Fire & Rescue Chief: Bids for the Purchase of Two (2) Types of Bailout Kits: CMC Rescue Escape Artist Systems & Petzl EXO-AP Personal Escape Systems.
- H. Consider recommendations of the Water & Sewer Board:
  - a. CUD Boundary Revision: Addition to Amendment No. 5, Polaris Hospital (Trustpoint).
  - b. Contract Renewal for Sherman Dixie Concrete Industries.
  - c. FY 2016-17 Vehicle Purchases for Stones River Water Treatment Plant.
  - d. FY 2016-17 Vehicle Replacement.
  - e. Department Participation in Sewer Main Extension for Krogers on Mercury Boulevard.
  - f. Geotechnical Engineering Services & Materials Testing for DeJarnette Lane PS No. 13 Replacement.
  - g. Proposal for Engineering Services for the Widening of John Rice Boulevard from HWY 96 to just North of Doe Drive.
  - h. Proposal for Engineering Services for St. Clair Street Improvements from N. Walnut Street to Memorial Boulevard.
  - i. Hoover Contract Renewal for Crushed Stone.
  - j. Bids for Auxiliary Raw Water Intake Standby Generator.
  - k. Purchase of 4-Wheel Drive Extended Cab Trucks.
  - l. Replace Unit No. 63 with New Vehicle.
  - m. Contingency Allowance Allocations for Sinking Creek WWTP Phase 4D.
  - n. Work Change Directive for Middle Tennessee Boulevard (MTB).
  - o. Asphalt Purchases Report.
- I. Consider recommendations of the Chief of Police:
  - a. Purchase of Vehicle Equipment for 25 Fully Equipped Vehicles.
  - b. Purchase of Mobile Video Systems with CIP Funds.
  - c. Addition to Comcast I-Net System.
  - d. Purchase of Replacement Mobile Data Computer Equipment.
- J. Consider recommendations of the Solid Waste Director: Purchase of Three (3) 27-Yard Refuse Trucks and Packers.

**Second Readings**

2. Consider for passage on second and final reading ORDINANCE 15-OZ-66 to zone approximately 6 acres along Spike Trail and Maya Drive (Foxfire Court) as Planned Residential Development (PRD) District simultaneous with annexation; Ole South Properties, Inc., applicant [2016-419].

**New Business**

3. Conduct a public hearing and consider for approval a Certificate of Compliance for Ansuja Desai, Boro's House of Booze, 902 Memorial Boulevard.
4. Consider recommendations of Assistant Human Resources Director: Employee Wellness & Reward Program.

MURFREESBORO CITY COUNCIL  
A G E N D A

September 1, 2016

(Continued)

5. Consider recommendations of the Fire & Rescue Chief:
  - A. Approval to Hire EMS Medical Director.
  - B. Purchase of the Franklin Heights Public Housing Property.
6. Consider recommendations of the City Engineer: Property Acquisition for Lytle Street Phase 2 Improvements.
7. Consider for adoption RESOLUTION 16-R-20 honoring Council Member Ronald T. Washington for his dedicated service to the City of Murfreesboro.

**Board & Commission Appointments**

8. A. Disciplinary Review Board: Appoint Mr. Zach Leister.  
B. Historic Bottoms Study Steering Committee: Mr. Sean Gilliland.

**Beer Permits**

**Payment of Statements**

**Other Business from Staff or City Council**

**Adjourn**



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CONSENT AGENDA

August 25, 2016

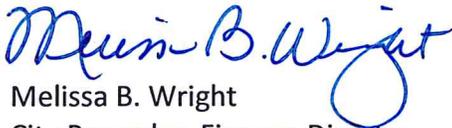
Honorable Mayor and Members of City Council:

RE: Fiscal Year 2017 Budget Amendment

Attached you will find a budget transfer as approved by the City Manager on August 18, 2016.

This transfer is within the General Fund moving funds from Other Operating Expenses –Unforeseen Contingencies and into Building and Codes, Fixed Asset roll up (see attachment for detailed line item). This transfer will have no effect on Fund Balance.

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

  
Melissa B. Wright  
City Recorder, Finance Director

Finance and Tax Administration

111 West Vine Street \* P. O. Box 1139 \* Murfreesboro, Tennessee 37133-1139 \* Phone 615 893 5210 \* Fax 615 848 3247  
TDD 615 849 2689 [www.murfreesborotn.gov](http://www.murfreesborotn.gov)



**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 10130008

Object 599909

Acct Name Unforeseen Contingencies

Amount \$ 6,500.00

Move funds to:

Org 10212009

Object 594700

Acct Name Office Machinery and Equipment

Explanation: Office furniture for the Director's Office was ordered in June 2016, but will not be delivered until August 2017. It was not budgeted n FY 2017.

[Signature]  
Department Head Signature

8-18-16  
Date

[Signature]  
Reviewed by Finance

8-18-16  
Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u> City Manager
Declined	<input type="checkbox"/>	<u>8-22-16</u> Date

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



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## **Consent Agenda**

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August 25, 2016

**Honorable Mayor and Members of City Council**

**Re: Planning Commission Recommendation**

**Mandatory Referral [2016-714] for the disposition of surplus property along Florence Road, City Legal Department applicant.**

### **Background**

The City Council is being asked to consider approving the disposition of a piece of City-owned property along Florence Road. The property is directly adjacent to the CSX railroad right-of-way and directly across the street from the City Solid Waste Department. An aerial photo map showing the subject property is attached. Also attached is a memo from the City Legal Department providing additional detail regarding this request. The memo indicates that the City Manager believes this to be surplus property and that the City has no need to retain this property.

### **Recommendation**

The Murfreesboro Planning Commission recommends that the City Council approve this mandatory referral request in order to authorize Staff to recommend to the Gateway Commission (which has been tasked with assisting with the disposition of surplus City property) that a request for sealed bids be published, or some similar form of public process be utilized.

### **Concurrences**

The Murfreesboro Planning Commission considered this mandatory referral request at its August 17, 2016 meeting and recommends approval.

### **Fiscal Impact**

Staff is not aware of any fiscal impact that will result from this request.

## **Attachments**

1. Staff Comments from the August 17, 2016 Planning Commission meeting
2. Memo from Assistant City Attorney David Ives
3. Aerial photo of subject property

Respectfully Submitted,

Matthew T. Blomeley, AICP  
Principal Planner

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
AUGUST 17, 2016**

**Mandatory Referral [2016-714] for the disposition of surplus property along  
Florence Road, City Legal Department applicant.**

The Planning Commission is being asked to consider approving the disposition of a piece of City-owned property along Florence Road. The property is directly adjacent to the CSX railroad right-of-way and directly across the street from the City Solid Waste Department. A map showing the subject property is attached. The City Legal Department has prepared a memo pertaining to this request. The memo indicates that the City Manager believes this to be surplus property and that the City has no need to retain this property. If approved by the Planning Commission, staff will forward the Planning Commission's recommendation to the City Council for its consideration.



SKYLARK DR  
SKY HARBOR DR  
FRESCA CT  
POLK DR  
ALEXANDRIA DR  
FLORENCE RD

Surplus City property along Florence Road requested for disposition



NORTHSTAR DR

SINGER RD



  
**MEMORANDUM**  
**CITY OF MURFREESBORO**  
**LEGAL DEPARTMENT**

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**TO:** Chairman Lamb and Members of the Planning Commission  
**CY:** Gary Whitaker  
**FROM:** David A. Ives   
**DATE:** August 11, 2016  
**RE:** Potential Sale of Surplus Property

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In 2004 the City acquired the property along Florence Road that is now the Public Works and Fleet Maintenance facility. The acquisition also included a 1.7 acre remnant that had been created when the intersection of Florence Road and NW Broad Street was relocated to eliminate the “skew” crossing. The remnant parcel is shown on the attached drawing. This remnant is within current City Limits and is zoned H-I, Heavy Industrial.

The City has received an expression of interest about acquiring this remnant. The City Manager believes that this is surplus property, and all City Departments have concurred that there is no need for or interest in this remnant. Since this remnant would not be transferred to an adjoining property owner as is often the case, staff will recommend to the Gateway Commission (which has been tasked with assisting with the disposition of surplus City property) that a request for sealed bids be published, or some similar form of public process be utilized.

A sale will be subject to any and all existing easements. The purchaser will be responsible for platting the property

We are requesting that the Planning Commission concur and recommend to City Council the disposition of property in by a public process.



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### CONSENT AGENDA

September 1, 2016

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

**RE: Purchase of AccuBrine Automated Brine Maker and storage tank**

As an item for the consent agenda, City Council is recommended to approve the purchase of an AccuBrine automated brine maker and storage tank under the National Joint Powers Alliance (NJPA) Master Agreement with Cargill, Inc. Deicing Technology B.U.

#### **Background**

##### *Purpose*

The Murfreesboro Street Division recommends purchase of the AccuBrine automated brine maker as a tool to effectively and economically combat snow and ice issues on City roadways. The AccuBrine system is fast, automatic and safe process for producing brine that will help the Street Division get the most from every deicing application, maintain the safest roads, and use the most economical program.

##### *Selection Process*

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

#### **Fiscal Impact**

The 2015 – 2019 CIP Equipment Replacement Program allocates a total of \$ 1,020,100 for Engineering/Street Department Equipment purchases. Approval of this purchase in the amount of \$103,111.85 would leave a remaining available balance of \$ 1,619.48.

**Recommendation**

City Council is recommended to approve the waiver of the competitive bid process and purchase of an AccuBrine automated brine maker and storage tank from Cargill, Inc. Deicing Technology B.U. through the National Joint Powers Alliance (NJPA) Master Agreement, NJPA Contract Number 080114-CGI.

**Attachments**

1. AccuBrine Automated Brine Maker Price Quote
2. NJPA Contract Documentation #080114-CGI

Sincerely,

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

Raymond Hillis  
Street Superintendent

August 5, 2016

Raymond Hillis  
Superintendent  
Engineering Department-Street Department  
City of Murfreesboro TN  
620 West Main Street  
P.O. Box 1139  
Murfreesboro, TN 37133-1139  
Office: (615) 893-4380  
[rhillis@murfreesborotn.gov](mailto:rhillis@murfreesborotn.gov)

AccuBrine NXT-Gen, brine maker, Blending System with truck fill and one additive and storage tanks

Cargill Deicing Technology is pleased to submit the following quote for your Brine Making Equipment needs. This quote does not constitute an order confirmation. This prices quoted in this letter are valid for a sixty (60) day timeframe.

The AccuBrine® automated brine maker from Cargill Deicing Technology is a fully automated brine production system that allows for *brine produced simply at the touch of a button*. All systems come with:

- Automated Controls - Allow for minimal oversight
- Up to 6,000 gallons/hour production levels – Produce as much or as little brine based on your needs
- Automatic Salinity control – System uses patent pending technology to ensure accurate concentration to +/- .2% or your desired salinity
- Durable rugged design – Marine grade fiberglass is corrosion resistant and stainless steel provides long lasting housing for the control panel
- Self-Diagnostic – System monitors itself and ensures systems are functioning properly
- Ease of Clean Out – System is designed to make clean out simple and safe without intensive labor

The AccuBrine® NXT-Gen brine maker with truck fill and one additive system comes standard with:

- Salt Mixing Tank – 65.5" h x 125.5" W x 62.25" D
- Control Panel – independent pump for brine maker; Operator controls
- Truck Loading/Blending system - Independent pump and valve bank - operates separately from brine maker pump and enables truck loading while continuing to make brine. Also capable of in-line blending one liquid additive and brine by volumetric ratio directly into liquid application truck
- Hose Kit – 3 rolls of 100' hose and applicable fittings for connecting to storage tank farm.
- LAN Access – Connects machine to local area network
- Remote access capable – allows for remote access for faster service/troubleshooting
- Level Sensor – Measures volume in finished product storage tank
- Flow meters for additives and brine suction lines – measures liquids to be blended
- Air Purge – Purges fresh water lines to help avoid freezing
- Recirculation Feature – Schedule during off-production times to help eliminate stratifications and solids settling out of solutions
- Roll Tarp – Prevents debris from contaminating salt tank
- Truck Filling System – Loads trucks remotely for faster service
- Truck fill Data Log – Records truck ID, date, time, and quantity loaded
- Micro Ingredient Kit – for adding anti-foaming agent, dye, etc.

**Pricing:**

**Manufacturer's Price per Unit:**

1. AccuBrine Next Gen Brine Maker w/ Truck Fill - 1 additive capability -----	\$87,600.00
2. Installation -----	\$ 4,200.00
3. Freight -----	\$ <u>1,598.00</u>
<b>Total Equipment cost -----</b>	<b>\$93,398.00</b>

**Storage Tank Pricing per Tank:**

1. 1 – 10,000-gallon storage tank \$9,013.85/ea. X 1 Tank = \$9,013.85, plus \$700.00 freight = **\$9,713.85**
2. 1 – 5,000-gallon storage tank \$4,883.08/ea. X 1 Tank = \$4,883.08, plus freight 728.00 = **5,611.08**

**Additional Notes, Description of Options:**

1. Quote does not include taxes, if applicable.
2. Customer is responsible for providing salt to be used for testing and training.
3. This quote is for a three phase electric unit.
4. The AccuBrine NXT-Gen brine maker with truck fill and one additive system has the capability to blend one additive on the fly.
5. Installation is included in quotation.
6. Please note that an additional electric service will be needed for the blending system.

**This quote does not constitute an order confirmation. This prices quoted in this letter are valid for a sixty (60) day timeframe.**

**Terms and Conditions**

The terms and conditions and full limited warranty statement located at [www.accubrine.com](http://www.accubrine.com) shall constitute the sole terms and conditions governing any sale of an AccuBrine<sup>®</sup> automated brine maker entered into by the parties. No terms or conditions, other than those located at [www.accubrine.com](http://www.accubrine.com), whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller. Seller's failure to object to such other terms and conditions shall not be deemed a waiver of those located at [www.accubrine.com](http://www.accubrine.com).

**One Year Limited Brine Maker Warranty**

Cargill Deicing Technology (CDT) warrants to customers who purchase new AccuBrine<sup>®</sup> automated brine makers from CDT's authorized distributors or from CDT ("original purchasers") that the AccuBrine<sup>®</sup> automated brine maker ("Brine Maker") will be free from defects in material and workmanship for a period of one (1) year beginning after the completion date of installation and customer training, and the CDT will repair and defect in material or workmanship, and repair or replace and defective part, subject to the terms and conditions, limitations, and exclusions set forth at [www.accubrine.com](http://www.accubrine.com).

"Confidentiality Notice: This message is intended only for the named recipient and may contain confidential, proprietary or legally privileged information. Unauthorized individuals or entities are not permitted access to this information. Any dissemination, distribution, or copying of this information is strictly prohibited. If you have received this message in error, please advise sender by reply e-mail, and delete this message and any attachments. Thank you."

Contract Award  
RFP #080114

**FORM D**



**Formal Offering of Proposal**  
(To be completed Only by Proposer)

**SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES**

In compliance with the Request for Proposal (RFP) for SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Cargill, Incorporated -

Company Name: Deicing Technology B.U. Date: July 17, 2014

Company Address: 24950 Country Club Blvd., Suite 450

City: North Olmsted State: OH Zip: 44070

Contact Person: Adam Donegan Title: Eastern District Sales Manager

Authorized Signature (ink only): *Mildred Lindsey* Mildred Lindsey  
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 080114 SNOW AND ICE HANDLING EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES

\_\_\_\_\_ CARGILL, INC. DEICING TECHNOLOGY B.U. \_\_\_\_\_  
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be October 21, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: \_\_\_\_\_  
NJPA Executive Director Dr. Chad Coquette  
(Name printed or typed)

Awarded this 21<sup>st</sup> day of October, 20 14 NJPA Contract Number # 080114-CGI

NJPA Authorized signature: \_\_\_\_\_  
NJPA Board Member Scott Veronen  
(Name printed or typed)

Executed this 21<sup>st</sup> day of October, 20 14 NJPA Contract Number # 080114-CGI

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Cargill, Inc. Deicing Technology B.U.

Vendor Authorized signature: \_\_\_\_\_  
Vendor Authorized Signature Mildred Lindsey  
(Name printed or typed)

Title: Materials Transportation Specialist

Executed this 27 day of October, 20 14 NJPA Contract Number # 080114-CGI



... creating a better quality of life.

September 1, 2016

## CONSENT AGENDA

Honorable Mayor and Members of City Council

### **RE: Kendig Keast Collaborative Contract Amendment 3**

As an item for the consent agenda, City Council is recommended to consider approval of a contract amendment with Kendig Keast Collaborative for additional project expenses beyond the current scope of professional services.

#### **Background**

The contract amendment covers additional travel expenses and professional services required to complete the Murfreesboro 2035 Plan beyond the scope of the original contract terms. The original contract outlined an 18-month project period with a contract completion date of May 25, 2016. City Council adopted Amendment 2 in July 2016 that extended the contract, in length of term only, for an addition 8 months. The revised completion date is January 25, 2017.

City Council is recommended to consider approval of Amendment 3 to cover expenses directly related with (1) Trip No. 8 on May 11-12, 2016 to facilitate on-site meetings associated to revisions to *Chapter 7: Economic Development*, and *Chapter 4: Land Use and Character*, including the *Future Land Use Map*; and (2) Trip No. 9 on June 20-21, 2016 to facilitate the developers forum on the Future Land Use Map; Task Force Meeting and Planning Commission update.

#### **Fiscal Impact**

Amendment 3 proposes to increase the contract value by \$15,051 to cover direct costs for professional services and travel expenses incurred during the extended contract term. All other contract terms and conditions will remain unchanged.

#### **Recommendation**

City Council is recommended to consider approval of an increase of \$15,051 to the contract value, with Kendig Keast Collaborative, resulting in a new total contract value of \$742,457.52.

#### **Attachment**

Contract Amendment for Project Services and Direct Expenses for Trip No. 8 and Trip No. 9

Sincerely,

Jennifer Moody  
Assistant City Manager

Administration Department



July 25, 2016

Mr. Rob Lyons, City Manager  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37133

RE: Contract Amendment for the Murfreesboro 2035 Comprehensive Plan

Dear Mr. Lyons:

The purpose of this letter is to outline a proposed contract amendment for additional services above and beyond our current scope of professional services, as outlined in Exhibit "A," *Scope of Services*; and includes two (2) additional trips to Murfreesboro: Trip No 8 on May 11-12, 2016 to facilitate on-site meetings associated with revisions to Chapters 7, *Economic Development*, and 4, *Land Use and Character*, including the *Future Land Use Map*; and Trip No. 9 on June 20-21, 2016, which pertained to facilitating the developers forum, Comp Plan Task Force meeting, and Planning Commission update.

Services and direct expenses associated with **Trip No. 8** include:

1. Meeting preparation and Staff time on site : \$6,100.00
  2. Reimbursable expenses (airfare, per diem, accommodations): \$1,708.00
- Subtotal** (refer to Invoice No. 18825, dated: 05/31/2016): **\$7,808.00**

Services and direct expenses associated with **Trip No. 9** include:

1. Meeting preparation and Staff time on site : \$5,535.00
  2. Reimbursable expenses (airfare, per diem, accommodations): \$1,708.00
- Subtotal** (refer to Invoice No. 18830, dated: 06/30/2016): **\$7,243.00**

**TOTAL: \$15,051.00**

**The cost of these supplemental services, including all associated direct expenses will add a total of \$15,051.00 to the original contract value, bringing the overall contract value for the Comprehensive Plan to \$742,457.52. All other terms of the contract will remain unchanged.**

We trust that this proposed Amendatory Agreement is responsive to the needs of the City of Murfreesboro. If it is acceptable, please sign in the space provided below and return one signed original for our files. We appreciate the opportunity to provide continuing professional services to the City of Murfreesboro, Tennessee. If you have any questions please contact me or Aaron Tuley to discuss.

Respectfully,

KENDIG KEAST COLLABORATIVE

A handwritten signature in black ink that reads "Gary Mitchell".

Gary Mitchell, AICP  
President

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

Rob Lyons, City Manager  
July 25, 2016  
Page 2 of 2

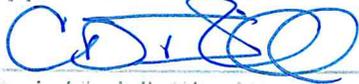
APPROVAL OF CONTRACT AMENDMENT FOR TWO (2) ADDITIONAL MEETINGS.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

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

Approved as to form



\_\_\_\_\_  
Craig Tindell, City Attorney



## *Consent Agenda*

September 1, 2016

Honorable Mayor McFarland and Members of City Council:

**Re: Planning Commission Recommendations**  
**A. Mandatory Referral for Lot 23, Southpointe Business Campus**  
**B. Mandatory Referral for Todd's Lake**

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### **Item A. Mandatory Referral for the abandonment of drainage easement for detention area located along Southpointe Ct within Lot 23, Southpointe Business Campus subdivision.**

#### **Background**

The City Council is asked to consider the abandonment of an existing drainage easement for detention area (Plat Book 33, Page 221) located within Lot 23 of Section II, Southpointe Business Campus subdivision. The site plan for Southpointe Business Campus Lot 23 was approved by the Planning Commission in April. The dedication of a new 25-foot drainage easement and construction of a new drainage system will be done in conjunction with the development of the lot. The Engineering Department concurs with the proposed request. The applicant has provided the information necessary for the Legal Department to prepare the legal documents.

#### **Concurrences**

The Planning Commission considered and approved this mandatory referral request at its August 21<sup>st</sup> meeting.

#### **Recommendation**

City Council is recommended to approve the mandatory referral and authorize the Mayor to execute the quitclaim document as prepared by the City Attorney.

#### **Fiscal Impact**

Staff is not aware of any fiscal impact that will result from this request.

#### **Attachments**

1. Staff Comments
2. Exhibits

**Item B. Mandatory Referral to consider accepting the donation of a portion of Todd's Lake from MTSU Foundation.**

**Background**

In 1989, MTSU Foundation acquired an approximate 21 acre water body along South Rutherford Boulevard locally known as Todd's Lake. The area has also been called Hoovers Lake. During recent discussions with City staff, MTSU Foundation proposed to donate the parcel to the City for environmental, water quality, water management, and other similar uses and benefits.

The City has two other parcels on this water body totaling approximately 20 acres. MTSU Foundation has an interest in maintaining a right of access for academic purposes and pursuits. Accordingly, the City proposes to grant to MTSU, MTSU Foundation, and other current or future MTSU-related or MTSU- associated academic, research, and scholarly organizations a right of access for education, study, teaching, sampling, testing, investigating, researching, visiting, conducting field trips, conducting outdoor classrooms, and other similar academic, research, and scholarly activities. The City proposes to additionally extend these access rights to the two additional City parcels located adjacent to the MTSU Foundation parcel. These proposed rights of access are subject to providing reasonable notice to the City Manager and subject to providing copies of results of any surveys, studies, reports, results, or other work products of the academic, research, or scholarly activities conducted on the properties.

**Fiscal Impact**

Staff is not aware of any fiscal impact that will result from this request.

**Concurrences**

The Planning Commission considered and approved this mandatory referral request at its August 21<sup>st</sup> meeting.

**Recommendation**

City Council is recommended to approve the mandatory referral to accept the donation of Todd's Lake from MTSU Foundation in a form acceptable to the City Attorney.

**Attachments**

1. Staff Comments
2. Exhibits

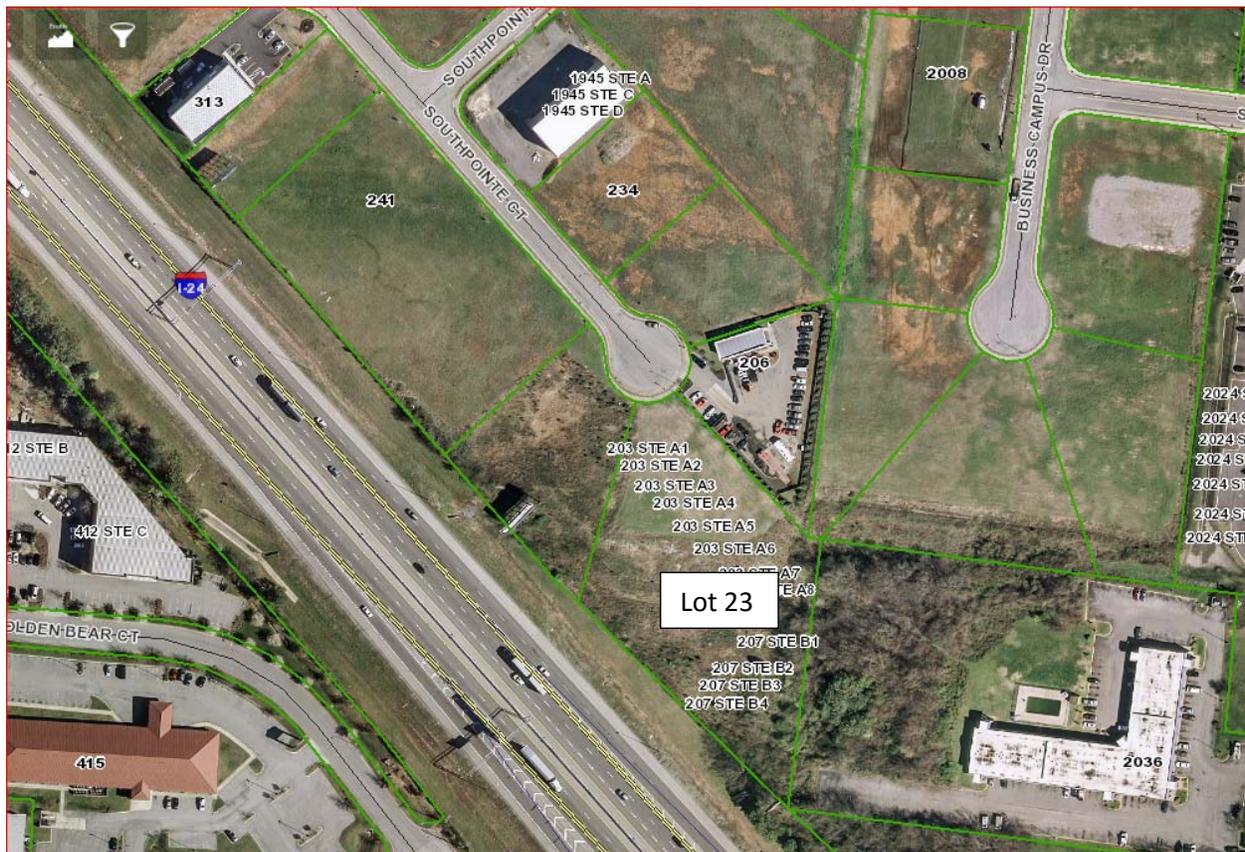
Sincerely,

Cey Chase  
Engineer Intern

Murfreesboro Planning Commission  
Staff Comments  
August 17, 2016

Mandatory Referral (2016-716) for the abandonment of Drainage Easement For Detention Area located along Southpointe Court within Lot 23, Southpointe Business Campus subdivision, Jerrold Pedigo applicant.

The Planning Commission is being asked to consider abandoning an existing Drainage Easement for Detention Area (Plat Book 33, Page 221) located within Lot 23 of Section II, Southpointe Business Campus subdivision. The property owner has made this request. The City Engineer has reviewed the request and is comfortable with the abandonment of the drainage easement as shown in the attached illustration. The necessity of a new 25-foot drainage easement must be dedicated and a new drainage system must be constructed within the new 25' drainage easement. The approval of this request is subject to the applicant providing all the necessary documentation required to prepare and record the instrument to City Staff. This will include legal descriptions and an illustration of the property. If approved by the Planning Commission, staff will forward the recommendation to City Council for its consideration.



RECEIVED  
JUL 28 2016

July 27, 2016

Mr. Gary Whitaker  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 27130

Re: Lot 23, Southpointe Business Campus

Dear Mr. Whitaker:

At the request of our client, Mr. Jerrold Pedigo, we hereby make a request to abandon a Drainage Easement for Detention Area (Plat Book 33, Pages 221) with a mandatory referral by Planning Commission. The existing easement to be abandoned is shown on a plat entitled Final Plat, Section II, Southpointe Business Campus Subdivision. The description and an exhibit are attached.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.



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

Property Description  
Southpointe Business Campus  
Tax Map 113C, Group "C", Parcel 23.00  
Plat Book 33, Page 221

Drainage Easement for Detention Area  
To Be Removed

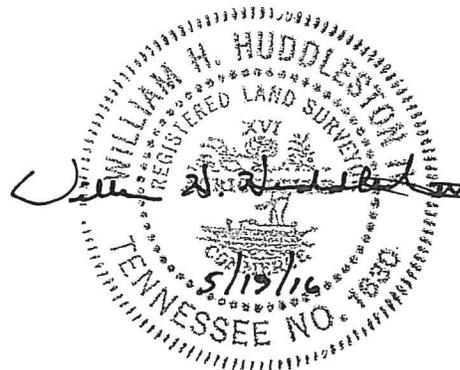
Lot 23

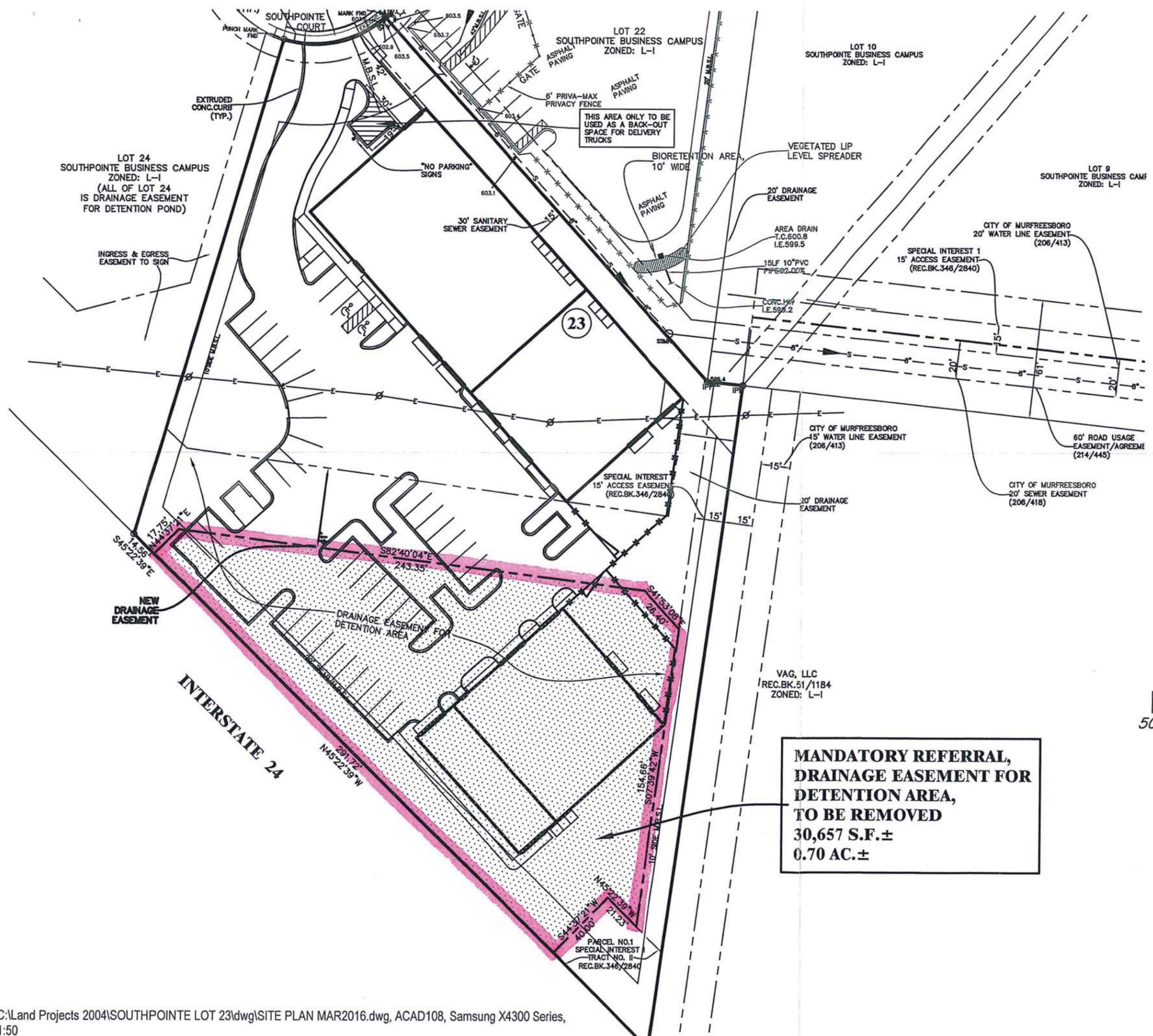
Located in the 13<sup>th</sup> Civil District of Rutherford County, Tennessee. Bound on the north, east and south by the remaining property of Lot 23, Southpointe Business Campus (Plat Book 33, Page 221); and on the west by Interstate 24.

**Commencing** at an iron pin in the northeast right-of-way of Interstate 24, said pin being the southernmost corner of Lot 24, Southpointe Business Campus; thence with said right-of-way, S-45°22'39"-E, 14.56 feet to the **Point of Beginning**, being the southwest corner of this easement; thence leaving the northeast right-of-way of Interstate 24 into the property of Lot 23, Southpointe Business Campus, N-44°37'21"-E, 17.75 feet to a point, being the northwest corner of this easement; thence continuing into said property, S-82°40'04"-E, 243.35 feet to a point; thence S-41°53'08"-E, 26.40 feet to a point; thence S-07°39'42"-W, 154.66 feet to a point; thence N-45°22'39"-W, 21.23 feet to a point; thence S-44°37'21"-W, 40.00 feet to a point in the northeast right-of-way of Interstate 24, being the southernmost corner of this easement; thence with said right-of-way, N-45°22'39"-W, 291.72 feet to the point of beginning, containing 0.70 acres, more or less.

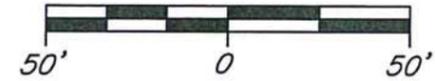
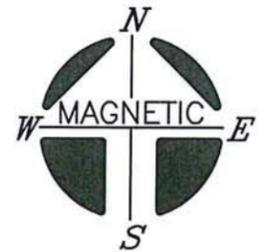
This easement is subject to all other easement and/or restrictions either recorded or by prescription that a complete title search may reveal.

Prepared by:  
Huddleston-Steele Engineering, Inc.  
2115 Northwest Broad Street  
Murfreesboro, Tennessee 37129





**MANDATORY REFERRAL,  
DRAINAGE EASEMENT FOR  
DETENTION AREA,  
TO BE REMOVED  
30,657 S.F. ±  
0.70 AC. ±**



**LEGEND FOR MONUMENTS**  
 IPS ○ IRON PIN SET  
 IFF ○ IRON PIN FND.  
 ○ RAILROAD SPIKE  
 \* FENCE  
 ● SURVEY POINT  
 ▲ NAIL  
 ■ CONC. MARKER FND.

DEVELOPER: JERROLD PEDIGO  
 ADDRESS: 1711 OLD FORT PARKWAY  
 MURFREESBORO, TN 37129  
 TAX MAP: 113C, "C" PARCEL: 23.00  
 FLOOD MAP PANEL: 470168 0260 H ZONE: X  
 FLOOD MAP DATED: JANUARY 5, 2007

*MANDATORY REFERRAL EXHIBIT  
 LOT 23 (PLAT BOOK 33, PAGE 221)*

**SOUTHPOINTE  
 BUSINESS CAMPUS**

13TH CIVIL DISTRICT - RUTHERFORD COUNTY - TN.

DATE: MAY, 2016      SCALE 1"=50'      SH 1 OF 1

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
AUGUST 17, 2016**

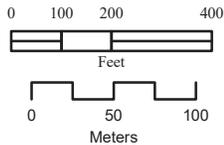
**7.c. Mandatory Referral [2016-711] to consider the acquisition of Todd's Lake, MTSU Foundation applicant.**

In 1989, MTSU Foundation acquired an approximate 21 acre water body along South Rutherford Boulevard locally known as Todds Lake. The area has also been called Hoovers Lake. During recent discussions with City staff, MTSU Foundation proposed to donate the parcel to the City for environmental, water quality, water management, and other similar uses and benefits. The City has two other parcels on this water body totaling approximately 20 acres. MTSU Foundation expresses an interest in maintaining a right of access for academic purposes and pursuits. Accordingly, the City proposes to grant to MTSU, MTSU Foundation, and other current or future MTSU-related or MTSU-associated academic, research, and scholarly organizations a right of access for education, study, teaching, sampling, testing, investigating, researching, visiting, conducting field trips, conducting outdoor classrooms, and other similar academic, research, and scholarly activities. The City proposed to additionally extend these access rights to the two additional City parcels located adjacent to the MTSU Foundation parcel. These rights of access are proposed subject to providing reasonable notice to the City Manager and subject to providing copies of results of any surveys, studies, reports, results, or other work products of the academic, research, or scholarly activities conducted on the properties. As a Mandatory Referral, the Planning Commission should consider the donation and related access conditions and take action on Staff's recommendation.

# Todds Lake Donation MTSU Foundation



Path: C:\Users\shuddleston.CITYMBORO\Desktop\SamGIS.mxd



GIS Department  
City Of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)





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

## **CONSENT AGENDA**

August 26, 2016

Honorable Mayor and Members of City Council:

### **Request for method of Approving RFCSP for Public Safety Training Facility**

As an item for the consent agenda of September 1, 2016, it is requested that the City Council approve using a Request For Competitive Sealed Proposal (RFCSP) method of procuring a Construction Manager at Risk (CMAR) for the Public Safety Training Facility, 701 Bridge Avenue.

### **Background**

The previous location of the Franklin Heights public housing complex will be converted to a Public Safety Training Facility for use by the Murfreesboro Fire and Rescue Department and Murfreesboro Police Department. The size and varied scope of the project lends itself to the use of a Construction Manager at Risk. Competitive sealed proposals, first based on qualifications and then price, appear to be the most efficient method of procuring construction services.

### **Recommendation**

It is recommended that the City Council approve the method of the RFCSP for the Public Safety Training Facility.

Sincerely,

James H. Crumley  
Assistant City Manager

Administration Department

111 West Vine Street \* PO Box 1139 \* Murfreesboro, Tennessee 37133-1139 Phone 615 849 2629 \* Fax 615 849 2679  
TDD 615 849 2689 [www.murfreesborotn.gov](http://www.murfreesborotn.gov)



... creating a better quality of life

September 1, 2016

**CONSENT AGENDA**

Honorable Mayor and Members of City Council:

**RE: Bid Approval for Two Types of Bailout Kits: CMC Rescue Escape Artist Systems and Petzl EXO-AP Personal Escape Systems**

As an item for the agenda, it is the recommendation of the Fire Chief that City Council approve the low bid for the purchase of two types of bailout systems. Municipal Emergency Services, Inc. submitted the low bid for CMC Rescue Escape Artist Systems and American ERT submitted the low bid for Petzl EXO-AP Personal Escape Systems.

**Background**

Bailout systems are used by suppression personnel for self-rescue. The bailout system is a stand-alone system and equips personnel with the tools needed for emergency egress. A committee was formed to test different bailout systems. The committee selected the CMC Rescue Escape Artist System and the Petzl personal escape system for personnel to try. Each employee was allowed to select their preferred bailout system. 108 employees selected the CMC bailout system and 63 selected the Petzl bailout system.

Multiple vendors carry each bailout system. Bids were submitted for CMC Rescue Escape Artist Systems and Petzl EXO-AP Personal Escape Systems.

*Bid Process for CMC*

The competitive purchasing process was followed for this item and an Invitation to Bid was released to the public on May 30, 2016. Sealed bids were opened on June 10, 2016.

The City received the following per unit bids for CMC bailout kits:

<b>BIDDER</b>	<b>Per Unit</b>
Municipal Emergency Services, Inc.	\$324.35
Safe Industries	\$335.00
NAFECO	\$416.89
Bluegrass Uniforms & Equipment	\$422.00

MFRD needs 108 units for a total cost of \$35,029.80. There is no training cost for the purchase of the CMS bailout kits.

*Bid Process for Petzl*

The competitive purchasing process was followed for this item and an Invitation to Bid was released to the public on August 1, 2016. Sealed bids were opened on August 15, 2016.

The City received the following per unit bids for Petzl bailout kits:

<b>BIDDER</b>	<b>Per Unit</b>	<b>Training</b>
American ERT	\$395.00	\$1,500
East Coast Rescue Solutions	\$435.00	No Charge
Tennessee Equipment Supply	\$440.00	\$8,160
NAFECO	No Bid	

MFRD needs 63 units at \$24,885 plus \$1,500 for training for a total cost of \$26,385. American ERT's combined per unit price for 63 units and training is the lowest bid. Nine personnel will be trained on the use of the bailout system and will train the remaining personnel.

**Fiscal Impact**

If approved, the funding for this purchase will come from savings in the 2010 Fire & Rescue Department CIP Budget. The total cost of the equipment and services is \$61,414.80.

**Concurrences**

The contracts has been reviewed and approved by the Purchasing and Legal Departments.

**Recommendation**

It is recommended that City Council approve the low bid for the purchase of two types of bailout systems. Municipal Emergency Services, Inc. submitted the low bid for CMC Rescue Escape Artist Systems and American ERT submitted the low bid for Petzl EXO-AP Personal Escape Systems.

**Attachments**

City and Municipal Emergency Services, Inc. Contract  
City and American ERT Contract

Respectfully submitted,

Mark Foulks  
Fire & Rescue Chief

C: Melissa Wright, City Recorder

**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
MUNICIPAL EMERGENCY SERVICES, INC.  
FOR PURCHASE OF CMC RESCUE ESCAPE ARTIST SYSTEM**

This Contract is entered into on this \_\_\_\_ day of July, 2016, by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **MUNICIPAL EMERGENCY SERVICES, INC.**, a corporation of the State of Nevada ("Contractor"). This Contract consists of the following documents:

- ***Invitation to Bid (ITB) and Specifications issued: 05/26/2016***
- ***Contractor's Bid Response dated: 06/10/2016***
- ***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***
- ***Invitation to Bid & Specifications***
- ***Contractor's Bid Response***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase CMC Rescue Escape Artist System as set forth in the attached Bid Form and Specifications.
2. **Term.** This Contract shall not be effective until approved by the City Council and signed by all required parties. The initial term shall be one (1) year from the Effective Date of the Contract and shall be subject to automatic renewal for up to three (3) additional one-year terms, unless the City exercises its right to terminate the contract. The Effective Date of contract is \_\_\_\_\_.
3. **Payment and Delivery.**
  - 3.1. Payment will be made by the City after goods have been received, accepted, and properly invoiced. Invoices must bear the purchase order number.
  - 3.2. Deliveries of all items shall be made within thirty (30) calendar days of order at the City of Murfreesboro Fire & Rescue Department located at 220 N.W. Broad Street, Murfreesboro, TN 37130. Contact Person Asst. Fire Marshall Carl Peas (tel. 615-849-1442; fax 615-848-3201) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
  - 3.3. Deliveries of all items shall be made as stated in the ITB. 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 Bid 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 Invitation to Bid.
  - 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 provided without a written purchase order from the City. Delivery and freight charges are to be prepaid by Contractor and must have been included in the bid price.
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 attached bid as set forth below. The price is fixed at amount listed in the bid for the initial one-year term as well as any renewal term should it be extended.

a. CMC Rescue Escape Artist System: \$324.35 Ea.

Notwithstanding the foregoing, Contractor may request a price increase solely due to price increases imposed by an item's manufacturer prior to the commencement of a renewal term. Contractor shall make such requests in writing to the City at least sixty (60) days prior to expiration of the then current term of the Contract. Contractor's failure to request a price increase at least sixty (60) days prior to expiration of the then current term of the Contract shall result in renewal of the Contract for an additional one-year term (up to a maximum of four) at the prior term's prices, unless the City elects not to renew the Contract. Any such price increases must be supported by appropriate documentation and approved by City Council for the requested increase to be binding on the City.

5. **Warranty.** Unless otherwise specified every item bid shall meet the warranty requirements set forth in the ITB.
6. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor if 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. **Termination—Funding.** Should funding for this Contract be discontinued, City shall have the right to terminate the Contract immediately upon written notice to Contractor.
9. **Termination—Notice.** City may terminate this Contract at any time upon thirty (30) calendar days written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

10. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws and regulations.
11. **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.
12. **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.
13. **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.
14. **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.
15. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
16. **Non-Discrimination; Affirmative Action.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

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

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

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

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

17. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents and employees from:

17.1 Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,

17.2 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.

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.

18. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.

19. **Assignment—Consent Required.** The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF PURCHASING DIRECTOR, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.

20. **Entire Contract.** This Contract, Invitation to Bid, Specifications, and Contractor's Bid Response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements, between the parties respecting the subject matter of this Contract. Any attachments to this Contract not listed above are not applicable. If there is a conflict between any of the provisions of the documents set forth above, this Contract provisions shall control. No supplement, modification or amendment to this Contract shall be binding unless evidenced by a writing signed by the party against whom it is sought to be

enforced. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

21. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor and/or City.
22. **Governing Law.** The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
23. **Venue.** Any action between the parties arising from this Contract shall be maintained in the courts for Rutherford County, Tennessee.
24. **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.
25. **Notices.** 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.

25.1 Notices to City shall be sent to:

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

25.2 Notices to Contractor shall be sent to:

**Contractor:** Municipal Emergency Services, Inc.  
**Attention:** Scott Moore  
**Address:** 6701 C Northpark Blvd.  
Charlotte, NC 28216

26. **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 and signed. When it has been so signed, this Contract shall be effective as of the date first written above.

**CITY OF MURFREESBORO**

**MUNICIPAL EMERGENCY SERVICES, INC.**

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

\_\_\_\_\_  
Tom Bottoms, Vice President, South East  
Region

PRINTED NAME: \_\_\_\_\_

Approved as to form:

STATE OF \_\_\_\_\_ )

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: \_\_\_\_\_

**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
AMERICAN ERT  
FOR PURCHASE OF PETZL PERSONAL ESCAPE SYSTEM**

This Contract is entered into on this [INSERT DATE], by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **[AMERICAN ERT]**, [Sub-S Corporation] of the State of [TN] ("Contractor"). This Contract consists of the following documents:

- ***Invitation to Bid (ITB) and Specifications issued [07/29/16]***
- ***Contractor's Bid Response dated [08/15/16]***
- ***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***
- ***Invitation to Bid & Specifications***
- ***Contractor's Bid Response***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase Petzl Personal Escape System as set forth in the attached Bid Form and Specifications.

2. **Term.** This Contract shall not be effective until approved by the City Council and signed by all required parties. The initial term shall be three (3) years from the Effective Date of the Contract. Upon agreement of the Parties, the Contract may be renewed for up to two (2) additional one-year terms. The Effective Date of contract is \_\_\_\_\_

3. **Payment and Delivery.**

- 3.1. Payment will be made by the City after goods have been received, accepted, and properly invoiced. Invoices must bear the purchase order number.
- 3.2. Deliveries of all items shall be made at the City of Murfreesboro Fire & Rescue Department located at 220 N.W. Broad Street, Murfreesboro, TN 37130. Contact Person Asst. Fire Marshall Carl Peas (tel. 615-849-1442; fax 615-848-3201) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- 3.3. Deliveries of all items shall be made as stated on the response to the ITB. 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 Bid 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 Invitation to Bid.

- 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 provided without a written purchase order from the City. Delivery and freight charges are to be prepaid by Contractor and must have been included in the bid price.
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 attached bid as set forth below. The price is fixed at amount listed in the bid for the initial three-year term as well as any renewal term should it be extended:
  1. \$395 Each: Petzl EXO-AP Personal Escape System Without Bags (Hook with hitching slot) – Model D30AB 015
  2. \$1,500 Each: Formal Training for Fire Department – Petzl EXO-AP Personal Escape System Training must be completed within 1-2 weeks after receipt of goods. Location will be determined by Fire Department.

Notwithstanding the foregoing, Contractor may request a price increase solely due to price increases imposed by an item's manufacturer prior to the commencement of a renewal term. Contractor shall make such requests in writing to the City at least sixty (60) days prior to expiration of the then current term of the Contract. Contractor's failure to request a price increase at least sixty (60) days prior to expiration of the then current term of the Contract shall result in renewal of the Contract for an additional one-year term (up to a maximum of four) at the prior term's prices, unless the City elects not to renew the Contract. Any such price increases must be supported by appropriate documentation and approved by City Council for the requested increase to be binding on the City.

5. **Warranty.** Unless otherwise specified every item bid shall meet the warranty requirements set forth in the ITB.
6. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor if 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. **Termination—Funding.** Should funding for this Contract be discontinued, City shall have the right to terminate the Contract immediately upon written notice to Contractor.
9. **Termination—Notice.** City may terminate this Contract at any time upon thirty (30) calendar days written notice to Contractor. In that event, the Contractor shall be entitled to receive just

and equitable compensation for any satisfactory authorized work completed as of the termination date.

10. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws and regulations.
11. **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.
12. **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.
13. **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.
14. **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.
15. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
16. **Non-Discrimination; Affirmative Action.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

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

- 16.1 The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are

treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

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

**17 Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents and employees from:

17.1 Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,

17.2 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.

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.

**18 Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.

**19 Assignment—Consent Required.** The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF PURCHASING DIRECTOR, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.

**20 Entire Contract.** This Contract, Invitation to Bid, Specifications, and Contractor's Bid Response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements, between the parties respecting the subject matter of this Contract. Any attachments to this Contract not listed above are not applicable. If there is a conflict between any of the provisions of the documents set forth above, this Contract

provisions shall control. No supplement, modification or amendment to this Contract shall be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

- 21 **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor and/or City.
- 22 **Governing Law.** The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
- 23 **Venue.** Any action between the parties arising from this Contract shall be maintained in the courts for Rutherford County, Tennessee.
- 24 **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.
- 25 **Notices.** 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.

25.1 Notices to City shall be sent to:

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

25.2 Notices to Contractor shall be sent to:

**Contractor:** American ERT  
**Attention:** Jeff Bagwell  
**Address:** PO. BOX 114  
Rockford, TN 37853

- 26 **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 and signed. When it has been so signed, this Contract shall be effective as of the date first written above.

**CITY OF MURFREESBORO**

**AMERICAN ERT**

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

\_\_\_\_\_  
Jeff Bagwell, Sales Manager

PRINTED NAME: \_\_\_\_\_

Approved as to form:

STATE OF \_\_\_\_\_ )  
  :  
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*

## **CONSENT AGENDA**

August 25, 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 23, 2016**

**A. CUD Boundary Revision  
Addition to Amendment #5  
Polaris Hospital (Trustpoint)**

### **Background**

For this additional revision to Amendment #5, there are five properties to consider. The properties surround the now, Trustpoint Hospital located at 1009 N Thompson Lane, which is a current Murfreesboro Water & Sewer Department (MWSD) customer. Trustpoint is in the process of designing an expansion and would like for the entire campus to be served by MWSD. The five properties highlighted in blue, on the attached exhibit, are within Consolidated Utility District's (CUD) water service area. Consolidated Utility District's Board has approved this revision to the boundary at the July Board meeting.

An amendment document will be prepared, and these changes will be considered a part of Amendment #5 to the boundary.

### **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 23, 2016.

### **Recommendation**

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

### **Fiscal Impact**

Water connection fees for the Trustpoint Hospital expansion will be based upon the type and size of expansion.

### **Attachments**

GIS Exhibit of the Proposed Boundary Revision

**B. Contract Renewal  
Sherman Dixie Concrete Industries**

**Background**

On July 11, 2013, bids were opened at Operations and Maintenance to provide precast manhole structures to the Murfreesboro Water and Sewer Department. Two vendors submitted bids and Sherman Dixie was the lowest bidder and awarded the contract.

**Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 23, 2016.

**Recommendations**

It is recommended that City Council approve extending the contract for precast manhole structures to Sherman Dixie Concrete Industries for an additional two years. Sherman Dixie is reliable and can quickly construct made to order manholes. This will be the fifth and final extension to the original contract.

**Fiscal Impact**

The Operations and Maintenance division uses approximately 20 precast manhole structures on sewer projects each year. We estimate costs for FY '17 to be approximately \$15,000.

Fiscal Year	Total Expenditures
2013-2014	\$12,709
2014-2015	\$17,750
2015-2016	\$3,577.88

**Attachments**

Renewal Letter  
Second Amendment

**C. FY2016-17 Vehicle Purchases  
Stones River Water Treatment Plant**

**Background**

There are two vehicles approved in the MWSD's FY 2016-2017 capital budget under *Account 370 – New Equipment - Vehicles* for the Stones River Water Treatment Plant. One vehicle is the replace Unit 14 for the Instrumentation and Control Technician; one is to replace Unit 29 for Maintenance. There is one vehicle approved in the MWSD's FY 2016-2017 capital budget under *Account 370 – New Equipment - Vehicles* for the Sinking Creek Treatment Plant. This vehicle is for the Instrumentation and Control Technician and will replace Unit 38.

Staff has reviewed the available standing contracts and selected the most appropriate vehicles for its intended use. The details are as follows:

The three vehicles are from the State of Tennessee Statewide Contract 209, Contract Number 0000000000000000000050708 with Ford of Murfreesboro, Inc.

Qty	Item ID/Description	Cost	Budgeted
1	1 Ton Pickup, Full Size, Super Cab, 4WD	\$29,561.16	
1	Service Body	\$24,283.54	
	<b>Total</b>	<b>\$53,844.70</b>	\$65,000.00

Qty	Item ID/Description	Unit Cost	Total	Budgeted
2	High Roof Cargo Van, 148" Wheelbase, Diesel Engine	\$33,999.36	\$67,998.72	
2	Electrical Contractor Package	\$4,351.30	\$8,702.60	
	<b>Grand Total</b>		<b>\$76,701.32</b>	\$100,000

**Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 23, 2016.

**Recommendations**

It is recommended that City Council approve purchase of the three vehicles in accordance with the existing contracts as identified with funding coming from the FY 2016-2017 budgeted capital account.

**Fiscal Impact**

The cost for the referenced vehicles on the State of Tennessee Statewide Contract is in the amount of \$130,546.02. The total amount budgeted for these two vehicles are in the rate funded capital equipment for FY 2016-2017 is \$165,000.

**D. FY2016-17 Vehicle Replacement**

**Background**

On March 3, 2016, O&M opened bids to replace a single axle dump truck. The bid was awarded to Country Ford in the amount of \$87,981. O&M's Budget for Fiscal Year 2017, includes the purchase of additional dump truck to replace Unit 74. Country Ford has agreed to provide a new 2017 F-750 for the same contract price provided in March.

Paul Boyer, the Director of Purchasing, has reviewed the bid and documentation and supports our recommendation to purchase from Country Ford.

**Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 23, 2016.

**Recommendations**

It is recommended that City Council approve the purchase of the referenced vehicle from Country Ford with funding coming from the FY 2016-2017 budgeted capital account.

## **Fiscal Impact**

The Collection & Sewer Rehab's Capital Budget FY 2017 includes a line item for \$95,000 listed under *Account 370-New Equipment-Vehicles*. The cost for the referenced vehicle is \$87,981 which is \$7,019 under budget.

## **Attachments**

Letter to Extend Price to FY2017  
Country Ford Contract

### **E. Department Participation Sewer Main Extension Kroger – Mercury Blvd.**

## **Background**

The Kroger is proposing to relocate from Middle Tennessee Boulevard and re-build along Mercury Boulevard at Mercury Plaza. They are going to tear the center portion of the existing Mercury Plaza down and rebuild in the center. As part of the construction of the new building, they will have to relocate the existing utilities. This includes the 10" water and sewer mains along the rear of the property. With regard to the sewer main relocation, Perry Engineering, LLC (Perry), the project engineer proposed to set a manhole over the existing sewer main on the western side of the property. This is typically acceptable to staff, however, after reviewing the CCTV for this section of sewer, it was determine that the proposed manhole was going to be installed within the center of an existing sag in the main.

If this manhole were installed in this location, the Department would not ever be able to correct the problem with the incorrect grade in the sewer main, therefore staff requested the remainder of that section of sewer be re-layed with this project to avoid future problems. Since this is not a typical request, and it is not the fault of the developer that the sag is in the line, staff agreed to bring a participation request before the Board for approval to pay for the cost of re-laying the last 100 linear feet of sewer main.

Perry has submitted a request letter and cost estimate for the construction cost of re-laying the 100 linear feet of sewer in the amount of \$11,500. This cost covers replacing 100 linear feet of 10" defective, clay sewer main with new coated ductile iron sewer main. This request doesn't fit our standard participation request requirements as listed below, but staff does feel that the request is fair.

A few points per the Department's participation policy, within our approved Policies, Procedures & General Design Requirements adopted in 2009 by the Board & Council are:

1. Prior to dedication and acceptance of the improvements by the City, the Developer requesting reimbursement must present to the City Council a detailed statement of the actual eligible costs and the City Council in its discretion may amend the agreement, and the reimbursement amount, to reflect the actual project costs.
2. Should a project be eligible for participation by the City due to upsizing of a water or sewer line, the Department reserves the right to publicly bid the project or the portion of the project eligible for participation.
3. Participation in the cost to upsize water and/or sewer lines shall be in accordance with established policies in effect. The Department or Developer can prepare a schedule of upsize participation, based on recent bid results or agreed upon unit pricing, which the Department and the Developer may accept in lieu of publicly bidding, subject to approval of the Water and Sewer Board and City Council.

4. The Department will only participate on that portion of sewer deeper than twelve (12) feet deep, if the sewer is upsized and if the material changes.
5. Sewer must extend to the limits of construction at strategic locations for future extension.

### **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 23, 2016.

### **Recommendation**

It is recommended that City Council approve paying for the replacement of the 100 linear feet of sewer main in the amount of \$11,500.

### **Fiscal Impact**

The proposed funding is from the Department's working capital reserves in the amount of \$11,500.

### **Attachments**

Perry Engineering, LLC Request & Estimate  
Kroger Utility Plan

## **F. Geotechnical Engineering Services & Materials Testing DeJarnette Lane PS #13 Replacement**

### **Background**

Attached is a proposal from TTL, Inc. to perform geotechnical engineering services and materials testing during the proposed construction of the DeJarnette Lane PS #13 Replacement project. Included in this proposal is a construction testing estimate as well.

TTL has worked for the Department on several geotechnical and materials testing projects in the past and has always performed to the satisfaction of the Department. They are currently working for the Department on the Wastewater Treatment Plant Expansion-Phase 4D. TTL estimated the \$13,500 based on time and materials and per the unit pricing in the construction testing schedule. Staff feels this proposal amount is in line for this project.

### **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 23, 2016.

### **Recommendation**

It is recommended that City Council award the geotechnical engineering services and materials testing associated with the construction of the DeJarnette Lane PS #13 Replacement to TTL in the amount of \$13,500.

### **Fiscal Impact**

This construction project has been programmed to come from into the Department's 5-year capital improvement plan with funding from working capital reserves.

## **Attachments**

TTL Construction Testing Proposal

### **G. John Rice Boulevard Widening Hwy 96 to Just North of Doe Drive Proposal for Engineering Services**

#### **Background**

The City is moving forward with the design to reconstruct and widen the above portion of John Rice Boulevard. Typically the Department's policy is to replace and upgrade the existing water and sewer mains with new roadway reconstruction projects to avoid having old lines within a new road. However, the water and sewer mains along this stretch are adequate and is fairly young so a full replacement is not necessary. What is necessary is to extend a few water stubs to properties so John Rice will not have to be open-cut for future development.

The City is under contract with SEC Engineering, Inc. (SEC) to design the roadway improvements and as matter of standard practice, staff has requested a proposal from SEC to design the water improvements.

SEC has provided their proposal on an hourly rate bases with a not to exceed amount of \$6,500.

#### **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 23, 2016.

#### **Recommendation**

It is recommended that City Council approve the proposal for engineering design services in the amount not to exceed \$6,500.

#### **Fiscal Impact**

This project was not a planned project listed in the 5-year capital improvement plan. Once an estimate is prepared, the construction costs will be factored in. This project is proposed to be funded from working capital reserves.

## **Attachments**

Proposal SEC, Inc.  
Exhibit of Project Area

### **H. St. Clair Street Improvements N. Walnut to Memorial Blvd. Proposal for Engineering Services**

#### **Background**

The City is moving forward with the design to reconstruct and widen the above portion of St. Clair Street. Typically the Department's policy is to replace and upgrade the existing water and sewer mains with new roadway reconstruction projects to avoid having old lines within a new road. The water mains along this

stretch are 10” and 12” cast iron lines installed in 1969. Staff will replace these old lines with new 12” ductile iron. The sewer main along this stretch is an 18” Interceptor. The sewer system in this area has been re-configured so Huddleston Steele along with staff will be evaluating whether to replace this 18” with a smaller main.

The City is under contract with Huddleston Steele Engineering, Inc. (H/S) to design the roadway improvements and as matter of standard practice, staff has requested a proposal from H/S to design the water and sewer improvements.

H/S has provided their proposal on an hourly rate bases with a not to exceed amount of \$9,000.

### **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 23, 2016.

### **Recommendation**

It is recommended that City Council approve the proposal for engineering design services in the amount not to exceed \$9,000.

### **Fiscal Impact**

This project was not a planned project listed in the 5-year capital improvement plan. Once an estimate is prepared, the construction costs will be factored in. This project is proposed to be funded from working capital reserves.

### **Attachments**

Proposal H/S, Inc.  
Exhibit of Project Area

## **I. Crushed Stone Hoover Contract Renewal**

### **Background**

On July 11, 2013, bids were opened at Operations and Maintenance to provide crushed stone to the Murfreesboro Water and Sewer Department. Hoover Inc. was our only bidder.

### **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 23, 2016.

### **Recommendations**

It is recommended that City Council approve extending the contract for 2 years. Hoover, Inc. has been the department’s stone provider for many years, and they have been very reliable and dependable. This will be fifth year and final extension to the original contract.

### **Fiscal Impact**

The Operations and Maintenance division uses approximately 17,000 tons of crushed stone on various projects throughout the year. The estimated cost for FY'17 is \$165,000.

<b>Fiscal Year</b>	<b>Total Expenditures</b>
2013-2014	\$191,109
2014-2015	\$178,707
2015-2016	\$117,175

### **Attachments**

Letter of Renewal  
Second Amendment

### **J. Auxiliary Raw Water Intake Standby Generator Bids Recommend Award of Contract**

#### **Background**

In February of 2014, staff solicited quotes from Thompson Power to purchase standby generators for the raw water pump intake. At the time, staff believed the work may be done "in-house". However, based on the size and complexity of the project, staff recommended and the Board approved Smith Seckman and Reid (SSR) the design this installation in December of 2015. At that time, the budget from the working capital reserves was established as \$600,000 to pay for the generator along with the construction/installation costs.

Per the attached recommendation of SSR, bids were received at 2:00 pm on August 18<sup>th</sup>, 2016. Four (4) bidders submitted bids; the low bidder being John Bouchard and Sons, Inc. (JB&S). SSR recommends approving the referenced bid to JB&S; MWSD staff concurs. Staff has a standing contract with JB&S for several maintenance projects involving the water and wastewater plant along with several collection system pump station improvements and repairs. JB&S has performed exemplary on all of the work we've awarded them in the past two (2) years.

#### **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 23, 2016.

#### **Recommendation**

It is recommended that City Council award the Auxiliary Raw Water Intake Standby Generator contract to John Bouchard & Sons, Inc.

#### **Fiscal Impact**

Funding of the low bid amount of \$480,000 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 \$600,000.

#### **Attachments**

SSR Recommendation letter

**K. Purchase of 4-Wheel Drive  
Extended Cab Trucks**

**Background**

In the Fiscal Year 2016-2017 approved Stormwater and Water & Sewer Budgets, it was approved for (1 each) 4x4 Extended Cab truck purchase for Engineering Inspection and Stormwater under *Account 370 – New Equipment-Vehicles*. These are to replace 1999 and 2006 existing trucks that have 125,000 plus miles.

Currently most all the inspectors have Ford F-150 extended cab trucks and they have worked out nicely. There is enough room in the back seat to keep their construction drawings with them, but also enough space in the back of the truck for the day to day equipment. Per the City's Police Department vehicle bid the dealer for this particular Ford truck is the Country Ford Dealership in Mississippi. They do not have a truck available on the lot that meets our requirements and is within the budgeted amount therefore the truck will be ordered. Staff would like to move forward with the purchase because the City's contract will expire at the end of August and the timing for any new bids and contracts for vehicle purchases is unknown.

**Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 23, 2016.

**Recommendation**

It is recommended that City Council approve the purchase of the vehicle off the Police Department's bid.

**Fiscal Impact**

The 2015-2016 budget for these vehicle purchases was \$26,000 each, Account 370 New Equipment- Vehicles under rate funded capital. A verbal quote has been received of \$24,495 each for the referenced vehicles. If the actual quote comes in substantially more than the \$26,000 budgeted, the new quote will be taken to Council for approval if the Board is comfortable with this request.

**L. Replacing Unit #63 with New Vehicle**

**Background**

Vehicle #63 is a 2007 Ford F150. The vehicle has 127,888 miles and is used in the Meter Reading Department. It will be moved to become the spare vehicle, replacing unit #49 a 2006 GMC Pickup 1500 with 182,938 miles. This vehicle could be sold or given to another department.

**Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 23, 2016.

**Recommendation**

It is recommended that City Council approve the purchase of a 2017 Ford 150 for the Meter Reading Department. The new vehicle will be purchased from Country Ford per the Murfreesboro Police Department bids. A vehicle replacement request form was sent to the Fleet Department and approved by Jack Hyatt.

## Fiscal Impact

A total of \$23,989 is in the FY17 Capital Expenditure Budget which has been approved by the MWSB Board and City Council. The amount budgeted for the vehicle itself was \$19,289. An additional \$4,700 was budgeted for accessories (lights, tool box, bed cover etc.). With accessories of \$4,700, the total cost is expected to be \$23,989.

## Attachment

Country Ford Quote

### M. Contingency Allowance Allocations for Sinking Creek WWTP Phase 4D

#### Background

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

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

The following table is provided to update the Board on the current field work change directives and the remaining contingency allowances. Per SSR's letter of explanation attached, the estimated amount for CCF #27 is \$10,000. The actual amount of the work will be calculated based on time and materials and a final amount will be brought back to the Board for final approval and adjustment of the Remaining Contingency Allowance.

Project	Contingency Allowance	Prior Contingency Allocations	Current Contingency Allocations	Remaining Contingency Allowance
<b>Phase 4D Expansion</b>	\$500,000	\$213,387.00**	\$ 10,000 *	\$276,613.00

\*CCF # – 27 (Estimated) (Current)

\*\*CCF #'s (1 Rev. 2, 2, 5-9, 11-13, 17-26 (previously approved) (cumulative)

#### Concurrences

The Water and Sewer Board recommended approval at its meeting of August 23, 2016.

#### Recommendation

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

## **Fiscal Impact**

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

## **Attachments**

SSR Recommendation Letters & CCF Log

### **N. Middle Tennessee Blvd. (MTB) Work Change Directive**

## **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.

At last month's meeting, a Work Change Directive was approved in the amount of \$32,320 for Jarrett Builders to replace the 8" sewer service with an 8" sewer main to the MTSU Alumni Gym.

With regard to the water construction, Jarrett Builders has completed the installation of the water main along Middle Tennessee Boulevard (MTB), however they still lack testing and chlorinating sections of this stretch. They have begun to tie the new water line along MTB over to the water lines along each side street and any large water lines and meters to the MTSU Buildings. In the original bid, staff received pricing for 6" and 8" Inserta Valves to assist in making these connections. This type of Valve assists Jarrett Builders and our Resident Inspector by allowing a valve to be inserted into the water line, without shutting the water line down and having numerous MTSU Buildings and customers without water. This month, in the coordination meeting, it was determined that the MTSU Murphy Center cannot be without water during the day and it will be very difficult to shut the water off at night, tie the new line over to the old line, flush the lines as necessary and have the water turned back on by morning. Both Jarrett Builders and our Resident Inspector have requested to purchase an 8" Inserta Valve in order to keep from having to shut the water off to the Murphy Center.

Staff feels this a reasonable request. Jarrett has submitted a price in the amount of \$15,000 for this Valve.

## **Concurrences**

The Water and Sewer Board recommended approval at its meeting of August 23, 2016.

## **Recommendation**

It is recommended that City Council approve the Work Change Directive for the 8" Inserta Valve for a total of \$15,000. This work will be added to a future Change Order for the project.

## **Fiscal Impact**

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

## **O. 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**

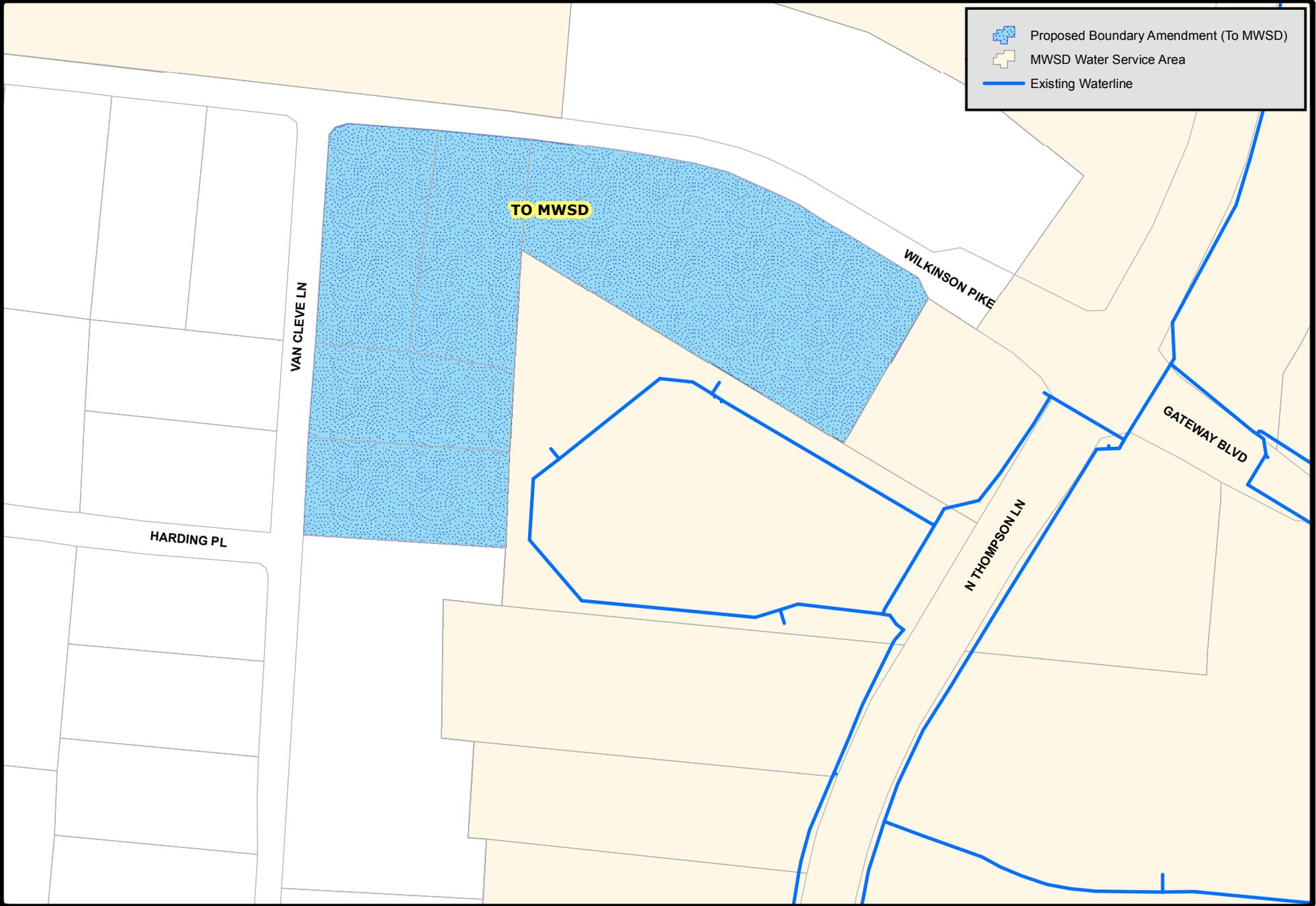
Asphalt Purchases Report

Respectfully submitted,

Darren W. Gore  
Director

Attachments

-  Proposed Boundary Amendment (To MWSD)
-  MWSD Water Service Area
-  Existing Waterline

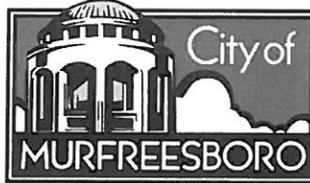


MURFREESBORO WATER AND SEWER DEPARTMENT

# Exhibit - Proposed MWSD Boundary Amendment #5 - TrustPoint Hospital

SCALE : 1" = 200'





T E N N E S S E E

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

July 28, 2016

Maxwell C. Fuller  
Vice President - Sales  
Sherman Dixie Concrete Industries  
200 42<sup>nd</sup> Ave North  
Nashville TN 37209

Dear Mr. Fuller:

This letter is to inform you that the Murfreesboro Water & Sewer Department is renewing the contract with Sherman Dixie Concrete Industries for the second 2-year renewal period. The current contract for pre-cast manholes will expire on August 30, 2016. The renewal term of the contract indicates that:

***Term.*** *This contract shall not be effective until approved by the City Council and signed by all required parties. The contract shall be valid for one (1) year and is renewable for two (2) additional two-year periods (for a total of 5 years) at the option of the City. Should the City desire to renew the contract, a written preliminary notice will be furnished to the Contractor sixty (60) days prior to the expiration date of the contract. (Such preliminary notice will not be deemed to commit the City to renew.)*

If you concur, please sign and return the enclosed Second Amendment which will confirm you wish to continue the pre-cast manhole service contract for the period of August 30, 2016 through August 29, 2018. I enclosed a copy for your files.

Attached is a copy of the original Contract dated August 30, 2013 and the renewal option is detailed on page 19 of the Invitation to Bid.

If you have any questions, please let me know.

Yours truly,

Terry Taylor  
Operations Manager  
Operations and Maintenance

SECOND AMENDMENT TO THE CONTRACT BETWEEN  
SHERMAN DIXIE CONCRETE INDUSTRIES  
AND  
THE CITY OF MURFREESBORO, TENNESSEE

The Contract dated August 30, 2013 ("Contract"), by and between Sherman Dixie Concrete Industries and the City of Murfreesboro, acting through its Murfreesboro Water and Sewer Department ("City") is hereby amended as follows:

1. Sherman Dixie Concrete Industries was acquired by Forterra Concrete Industries, Inc., effective April 4, 2016. Pursuant to Clause 18 of the Contract, the City hereby consents to the assignment of any rights and obligations of Sherman Dixie Concrete Industries under the Contract to Forterra Concrete Industries, Inc.
2. Pursuant to Clause 2 of the Contract, the term of this Contract is amended by extending the term of the Contract for one additional two-year period ending on August 29, 2018.
3. All terms, conditions, and pricing remain the same.
4. This Second Amendment shall take effect as August 30, 2016.

CITY OF MURFREESBORO

FORTERRA CONCRETE INDUSTRIES, INC.

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

*Maxwell C. Fuller*  
\_\_\_\_\_  
By: Maxwell C. Fuller, VP Sales

\_\_\_\_\_  
Date

*8/15/16*  
\_\_\_\_\_  
Date

Approved as to form:

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

P.O. Box 304  
95 Goodman Road East  
Southaven, MS 38671



Phone (662) 349-4300  
Office Fax (662) 996-1059  
Sales Fax (662) 996-1040

To Whom It May Concern:

July 15, 2016

This letter is to confirm that Country Ford Inc. will provide an additional new 2017 Ford F750 with a Dump Truck Body per the attached contract and purchase order. We currently have one unit on order that should arrive at your location completed in August and will order as many more of these as you want.

The contracted price for each unit is \$87,981. Please advise and I will order your additional units.

A handwritten signature in black ink, appearing to read "Steve Bell", written over the typed name.

Steve Bell  
Commercial Accounts Manager  
Country Ford  
9014899582

# Purchase Order

Fiscal Year 2016 Page 1 of 1



THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.  
 Purchase Order # **71601936-00**

B I L L T O

Murfreesboro Water & Sewer  
 PO Box 1477  
 Murfreesboro TN 37133-1477  
 Phone: 615-890-0862 Fax: 615-896-4259

Delivery must follow any special instructions and dates & times.

V E N D O R

Country Ford, Inc.

S H I P T O

MWSD - Operation & Maintenance  
 1725 S. Church Street  
 Murfreesboro TN 37130  
 615 893 1223  
 615 893 2153

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
				7332		Donald Hughes	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
04/21/2016	376	04/12/2016				Water	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	Class 8 Trucks (33,001 lb. GVWR and Over)- 2016 F750 Diesel Base Reg Cab The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading  ***** GL SUMMARY *****			1.00	EACH	\$87,981.000	\$87,981.00
<b>3102 - 181790</b>				<b>87,981.00</b>			

By City of Murfreesboro, TN  
 Authorized by Robert J. Lyons, City Manager

VENDOR COPY

Total Ext. Price	\$87,981.00
<b>PO Total</b>	<b>\$87,981.00</b>

**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
COUNTRY FORD, INC.  
FOR PURCHASE OF 7 SERIES TRUCK (2 TON) WITH DUMP BED**

This contract is entered into on this April 8, 2016, by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **COUNTRY FORD, INC**, Ford Dealership of the State of Mississippi ("Contractor"). This contract consists of the following documents:

- ***Invitation to Bid (ITB) issued 2-11-16***
- ***Bid specifications issued 2-11-16***
- ***Contractor's Bid Response dated 2-26-16***
- ***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***
- ***Invitation to Bid & Bid Specifications***
- ***Contractor's Bid Response***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and City agrees to purchase 7 Series truck (2 ton) with Dump Bed and Contractor agrees to provide the services as set forth in the attached Bid Form and Specifications.
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. Deliveries of all items shall be made within thirty (90) calendar days of order at the **Water & Sewer Department located at 1725 South Church Street, Murfreesboro, TN 37130. Contact Person Terry Taylor, Operations Manager (tel. 615-893-1223; fax 615-843-2153) must be notified of delivery date and time within two (2) calendar days prior to delivery.** Deliveries shall be made during the normal working hours of the City, Monday through Friday.
  - 3.3. Deliveries of all items shall be made as stated in the ITB and bid specifications. 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 Invitation to Bid.

- 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 bid price.
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 attached bid which reflects a total price of **\$87,981.**
5. **Warranty.** Unless otherwise specified every item bid shall meet the warranty requirements set forth in the specifications.
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. **Termination—Funding.** Should funding for this contract be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
9. **Termination—Notice.** City may terminate this contract at any time upon thirty (30) calendar days written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
11. **Notices.**
- 11.1. Notices to City including but not limited to notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of City Manager, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139.
- 11.2. Notices to Contractor shall be mailed or hand delivered to Contractor, Country Ford, Inc. P.O. Box 304 Southaven MS 38671
12. **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.

13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents and employees from:
  - 18.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the contract, and,
  - 18.2. 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.
  - 18.3. 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.
19. **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.
20. **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.**

21. **Entire Contract.** This contract, invitation to bid, bid specifications, and Contractor's bid response 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.
22. **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 and/or City.
23. **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.
24. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
25. **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.
26. **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.

26.1. Notices to City shall be sent to:

**Department:** Murfreesboro Water & Sewer Department  
**Attention:** Terry Taylor  
**Address:** 1725 S Church St  
Murfreesboro, TN 37130-1477

26.2. Notices to Contractor shall be sent to:

**Contractor:** Country Ford  
**Attention:** Steve Bell  
**Address:** P.O. Box 304  
Southaven MS 38671

27. **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.





August 11, 2016

Ms. Valerie Smith  
Assistant Director  
Murfreesboro Water & Sewer Department  
220 NE Broad Street  
Murfreesboro, Tennessee 37130

**RE: Kroger Store # U-621  
Mercury Plaza – Mercury Boulevard and Middle Tennessee Boulevard  
Murfreesboro, Rutherford County, Tennessee  
Tax Map #102D, Group M, Parcel 35**

Dear Valerie:

As we discussed, Murfreesboro Water and Sewer Department has required Kroger to repair 100 L.F. of existing 10" sanitary sewer main (due to a swag in the existing line) by complete replacement and reconnection of existing services in the first 100 L.F. of sewer main between Manhole 0170010 and Manhole 0170020 with 10" Class 52 Ductile Iron sewer main.

By this letter, Kroger Limited Partnership I requests contribution by Murfreesboro Water and Sewer Department to cover 100% of the cost to make this repair on behalf of the Department. We understand that this request requires approval by the Murfreesboro Water and Sewer Board, and request this be placed on the next Board agenda. As such, I have included our opinion of the cost with line item breakdown for the total amount of \$11,500.00.

If you have any questions or need additional information, please give me a call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Randy Harper", is written over a horizontal line.

Randy Harper, PE, CPESC

Attachment

cc: File

**SANITARY SEWER OPINION OF COST TABULATION  
KROGER U621 - MURFREESBORO, TN**

**LOCATION:** Mercury Blvd. & Middle TN. Blvd., Murfreesboro, TN      **DATE:** 08/11/2016

<b>WORK ACTIVITY</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>UNIT</b>	<b>TOTAL</b>
<b>SANITARY SEWER</b>					
Main Sewer Line Demolition	100	LF	\$15.00	\$/LF	\$1,500.00
Manhole Demolition	0	Each	\$200.00	\$/Each	\$0.00
Sewer Bypass Pumping	1	LS	\$2,500.00	\$/LS	\$2,500.00
Main Sewer Line 10" CL 52 DIP Pipe Installed @ ~10' Depth	100	LF	\$75.00	\$/LF	\$7,500.00
Manholes (10' Average Depth)	0	Each	\$5,000.00	\$/Each	\$0.00
Manhole Casting	0	Each	\$1,000.00	\$/Each	\$0.00
Core Existing Manhole	0	Each	\$500.00	\$/Each	\$0.00
<b>SANITARY SEWER SUBTOTAL</b>					<b>\$11,500.00</b>

**Estimate Prepared By: Randy Harper, PE**

**Company Name: Perry Engineering, LLC**

**Plans Dated: 07/22/2016 (MWSD Approved)**

**Project Notes/Comments: MWSD contribution for 100 LF additional Sanitary Sewer Extension between manholes 0170010 & 0170020.**

**\*Costs do not include sewer services pipes or associated items.**

**\*Assuming No Rock Encountered at this depth, nearest borings refusal at approximately 14 feet.**



THE KROGER COMPANY  
MID-SOUTH OFFICE  
2620 ELM HILL PIKE  
NASHVILLE, TN 37214  
PH 615-871-2403

**SITE IMPROVEMENTS FOR:**  
**KROGER - STORE # U-621**  
**MERCURY BLVD. AND MIDDLE TN BLVD.**  
MURFREESBORO, TENNESSEE 37130



Know what's below.  
Call before you dig.



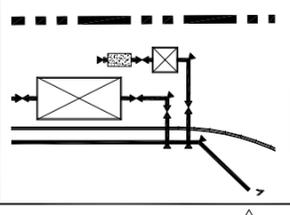
**NOTE:**

REF. SHEET C-02 FOR ADDITIONAL INFORMATION

**BID NOTE:**

UNLESS DENOTED WITH AN ASTERISK, ALL UTILITIES SHALL BE PART OF THE BASE BID SCOPE OF WORK.

**WATER SERVICES INSET**  
SCALE: 1 INCH = 20 FT.



**APPROVED FOR CONSTRUCTION**  
THE DOCUMENT BEARING THIS STAMP HAS BEEN REVIEWED BY THE  
**MURFREESBORO WATER AND SEWER DEPARTMENT**  
UNDER THE AUTHORITY DELEGATED BY THE  
TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
DIVISION OF WATER POLLUTION CONTROL  
DIVISION OF WATER SUPPLY  
AND IS HEREBY APPROVED FOR CONSTRUCTION.  
THIS APPROVAL SHALL NOT BE CONSTRUED AS CREATING A PRESUMPTION  
OF CORRECT OPERATION OR AS WARRANTING BY THE MURFREESBORO  
WATER AND SEWER DEPARTMENT THAT THE APPROVED FACILITIES  
WILL REACH THE DESIRED GOALS.  
APPROVAL DATE: \_\_\_\_\_  
BY: \_\_\_\_\_

**CONTRACTOR KEY NOTES:**

- 59 INSTALL 16 L.F. OF 6" SDR 35 PVC @ 5.00%
- 60 SANITARY SEWER TRAFFIC BEARING TWO-WAY CLEANOUT (REF. C-6.3). PER MWSD SPECS. T.C. = 608.76. INV. = 603.35 (BY STORE CONTRACTOR).
- 61 INSTALL 78 L.F. OF 6" SDR 35 PVC @ 5.00%
- 62 TIE 6" SDR 35 PVC TO SANITARY SEWER MH (REF. C-4.2). INV. = 599.45 (EXS. INV. = 598.80)
- 63 TAP EXISTING WATER MAIN WITH TAPPING SLEEVE & THRUST BLOCK AND REPAIR UTILITY TRENCH TO MATCH EXISTING CONDITIONS
- 64 APPROXIMATE LOCATION OF HOSE-BIB ON EXTERIOR OF KIOSK FOR LANDSCAPE IRRIGATION ON FUEL LOT
- 65 REINSTALL WATER SERVICES AFFECTED BY PROJECT TO MATCH EXISTING. PER MWSD SPECS. REF. C-6.3. INSTALL NEW METER IN GRASS WHEN REQUIRED.
- 66 INSTALL LIGHT POLE (REF. C-6.3 & P-1)
- 67 ROUTE "SHOP" LIGHTPOLE CIRCUITS (NON-KROGER) TO THIS POINT - LOTS 1 & 3 IN SEPARATE LOCATIONS (REF. SHEETS E0.1 AND E0.2)
- 68 INSTALL 6"x6"x6" TEE AND SANITARY SEWER TRAFFIC BEARING CLEANOUT (REF. C-6.3). PER MWSD SPECS. T.C. = 602.76. INV. = 600.50
- 69 INSTALL 6" CLASS 52 D.I.P. FIRE SERVICE ON EXISTING THRUST BLOCK AT EXISTING TEE (PER MWSD - REF. DOLLAR-EWERS ARCH. PLANS - FOR REFERENCE ONLY - NOT INCLUDED IN THIS CONTRACT)
- 70 RE-ROUTE EXISTING ROOF DRAIN AND REMOVE EXISTING ABANDONED ELECTRICAL EQUIPMENT (REF. DOLLAR-EWERS ARCH. PLANS - FOR REFERENCE ONLY - NOT INCLUDED IN THIS CONTRACT)
- 71 REF. DOLLAR-EWERS ARCH. PLANS (FOR REFERENCE ONLY - NOT INCLUDED IN THIS CONTRACT)
- 72 APPROXIMATE LOCATION OF SPRINKLER RISER ROOM INSIDE ENCLOSED LOCK AREA (REF. FIXTURE PLAN)
- 73 INSTALL 10"x10"x8" TEE & 8" METER WITH THRUST BLOCK FOR EX. SERVICE (VERIFY LOCATION OF SERVICE)
- 74 INSTALL 56 L.F. OF 6" SDR 35 PVC @ 3.33%
- 75 INSTALL SANITARY SEWER TRAFFIC BEARING CLEANOUT (REF. C-6.3). PER MWSD SPECS. T.C. = 604.27. INV. = 598.64
- 76 INSTALL 58 L.F. OF 6" SDR 35 PVC @ 3.33%
- 77 INSTALL 6"x6"x6" WYE AND SANITARY SEWER TRAFFIC BEARING CLEANOUT (REF. C-6.3). PER MWSD SPECS. T.C. = 604.07. INV. = TBD (VERIFY IN FIELD)
- 78 INSTALL 7 L.F. OF 6" SDR 35 PVC @ 3.33%
- 79 INSTALL 6"x6"x6" WYE AND SANITARY SEWER TRAFFIC BEARING CLEANOUT (REF. C-6.3). PER MWSD SPECS. T.C. = 604.07. INV. = TBD (VERIFY IN FIELD)
- 80 INSTALL 17 L.F. OF 6" SDR 35 PVC @ TBD SLOPE (VERIFY SLOPE IN FIELD)
- 81 42" MIN. COVER REQ'D FOR WATER AT CROSSING WITH STORM DRAIN. LOWER WATER MAIN IF NECESSARY.
- 82 ITEMS NOTED WITH \* ARE A PART OF BID ALT.

**CONTRACTOR KEY NOTES:**

- 46 STORE CONTRACTOR TO PROVIDE "PAD-READY" SITE AT SUB-GRADE AT FUEL CENTER FOR FUEL CONTRACTOR. STORE CONTRACTOR TO PROVIDE UTILITIES TO WITHIN 5' OFF OF KIOSK AS DESCRIBED ON THIS SHEET. COORDINATE WITH KROGER AND FUEL CONTRACTOR REGARDING UTILITY TIMING AND INSTALLATION. FUEL CONTRACTOR TO MAKE FINAL CONNECTIONS TO KIOSK FOR ALL UTILITIES.
- 47 RELOCATE GUY WIRE FOR ATM DRIVE-THRU (COORDINATE WITH MED)
- 48 APPROXIMATE LOCATION OF PROPOSED UNDERGROUND ELECTRIC TIE-IN TO EXISTING UNDERGROUND ELECTRIC
- 49 SEE GREASE INTERCEPTOR INSET (REF. THIS SHEET)
- 50 INSTALL 6"x6"x6" WYE AND SANITARY SEWER TRAFFIC BEARING CLEANOUT (REF. C-6.3). PER MWSD SPECS. T.C. = 605.05. INV. = 598.86
- 51 INSTALL 10' L.F. OF 6" SDR 35 PVC @ 2.00%
- 52 TIE 6" SDR 35 PVC TO SANITARY SEWER MH (REF. C-4.2). INV. = 597.74
- 53 SANITARY SEWER TRAFFIC BEARING TWO-WAY CLEANOUT (REF. C-6.3). PER MWSD SPECS. T.C. = 605.52. INV. = 607.00 (7.00' BELOW STORE FINISH FLOOR ELEVATION)
- 54 INSTALL 15 L.F. OF 6" SDR 35 PVC @ 3.33%
- 55 TIE 6" SDR 35 PVC TO SANITARY SEWER MH (REF. C-4.2). INV. = 597.35
- 56 SANITARY SEWER TRAFFIC BEARING TWO-WAY CLEANOUT (REF. C-6.3). PER MWSD SPECS. T.C. = 608.48. INV. = 604.50 (APPX. 4.0' BELOW KIOSK FINISH FLOOR ELEVATION)
- 57 INSTALL 7 L.F. OF 6" SDR 35 PVC @ 5.00%
- 58 INSTALL 6"x6"x6" WYE AND SANITARY SEWER TRAFFIC BEARING CLEANOUT (REF. C-6.3). PER MWSD SPECS. T.C. = 608.41. INV. = 604.15 (BY FUEL CONTRACTOR)

**CONTRACTOR KEY NOTES:**

- 33 INSTALL (2) 1" SCH 40 PVC CONDUITS W/ NYLON PULL CORDS FOR POWER TO AIR MACHINE. FUEL CENTER SIGN AND TANK VENT RISER (BY STORE CONTRACTOR).
- 34 LOCATION OF TANK VENT RISER WITH PROTECTIVE BOLLARDS (BY FUEL CONTRACTOR)
- 35 UNDERGROUND VENT PIPE (BY FUEL CONTRACTOR)
- 36 UNDERGROUND SECONDARY ELECTRIC SERVICE FROM GROCERY STORE TO FUEL CENTER
- 37 SECONDARY ELECTRIC PULL BOX (BY STORE CONTRACTOR)
- 38 INSTALL (2) 1" SCH 40 PVC CONDUITS W/ NYLON PULL CORDS PER CONDUIT FOR PHONE & DATA SERVICE FROM KIOSK TO STORE AT 36" MINIMUM COVER (BY STORE CONTRACTOR)
- 39 PHONE/DATA OR MISCELLANEOUS PULL BOX
- 40 INSTALL (2) 1" SCH 40 PVC CONDUITS W/ NYLON PULL CORDS FOR POWER TO GROCERY STORE SIGN ABOVE GROUND HEATED ENCLOSURES AND CLICK-LIST CANOPY (2" SCH 40 PVC CONDUITS TO PULL BOX FOR ANY FUTURE CLICKLIST USES OR NEEDS)
- 41 INSTALL 6"x6"x6" TEE & 8" GATE VALVE WITH THRUST BLOCKS
- 42 INSTALL ELECTRIC METER BASE LOCATION (CONFIRM LOCATION W/ ARCHITECTURAL PLANS & M.E.D. REQUIREMENTS)
- 43 FUTURE BUILDING EXPANSION LIMITS
- 44 CONCRETE GENERATOR PAD SHOULD BE 15'x6'. CONCRETE OPENINGS IN THE PAD WILL NEED TO BE COORDINATED WITH BUILDING, ELECTRICAL AND PLUMBING CONTRACTORS
- 45 LOCATION OF REMOTE GENERATOR HOOK-UP SWITCHGEAR
- 46 CONFIRM LOCATION OF S.S. SERVICES W/VE-TEST (REF. C-1.2)

**CONTRACTOR KEY NOTES:**

- 24 PRIMARY ELECTRIC PULL BOX (PROVIDED BY MED FOR \$800.00 - TO BE INSTALLED BY CONTRACTOR)
- 25 INSTALL 277/480V/4000 AMPS TRANSFORMER INSTALLED ON 6"x10" CONCRETE PAD PER MED REQUIREMENTS
- 26 APPROXIMATE LOCATION OF PROPOSED GAS MAIN TIE-IN TO EXISTING GAS MAIN
- 27 CONNECT NEW 2" NATURAL GAS SERVICE TO PROPOSED RELOCATED 2" POLYETHYLENE GAS MAIN (BY ATMOS)
- 28 INSTALL RELOCATED 2" POLYETHYLENE GAS MAIN
- 29 INSTALL 2" NATURAL GAS SERVICE PER ATMOS REQUIREMENTS (MAINTAIN IN SEPARATE TRENCH AT MIN. OF 3' FROM ELEC.)
- 30 INSTALL NEW NATURAL GAS METER (BY ATMOS)
- 31 CONNECT NEW AT&T TELEPHONE SERVICE AT POLE (BY AT&T)
- 32 INSTALL 2.4" SCH 40 PVC CONDUITS W/ PULL STRINGS FOR TELEPHONE SERVICE PER AT&T REQUIREMENTS

**CONTRACTOR KEY NOTES:**

- 12 INSTALL 6" CLASS 52 D.I.P. FIRE SERVICE ROUTED TO GROCERY STORE, INCLUDING 10"x10"x8" TEE, 6" GATE VALVE AT TEE AND THRUST BLOCKS (PER MWSD)
- 13 INSTALL 2" WATER DOMESTIC TAP, 2" TYPE "K" COPPER, WATER METER & BOX BY MWSD. VALVE & R.P.B.P. IN ABOVE-GROUND HEATED ENCLOSURE W/ BENDS & THRUST BLOCKS BY CONT. (SEE WATER SERVICE INSET)
- 14 INSTALL 4"x3" REDUCER & 3" D.I.P. BEND WITH THRUST BLOCKS
- 15 INSTALL 5/8" WATER IRRIGATION TAP, COPPER, WATER METER & BOX BY MWSD. VALVE & R.P.B.P. IN ABOVE-GROUND HEATED ENCLOSURE W/ BENDS & THRUST BLOCKS BY CONTRACTOR
- 16 INSTALL 6" CLASS 52 D.I.P. WATER MAIN, 8" 90° BEND, 8"x6" REDUCER, 6" GATE VALVE & BOX, AND FIRE HYDRANT ASSEMBLY
- 17 INSTALL 8" CLASS 52 D.I.P. WATER MAIN BEND WITH THRUST BLOCK (PER MWSD SPECS - REF. C-6.8)
- 18 RELOCATE & REPLACE EXS. FIRE HYDRANT BEHIND PROP. CURB

**CONTRACTOR KEY NOTES:**

- 12 INSTALL 6" CLASS 52 D.I.P. FIRE SERVICE ROUTED TO GROCERY STORE, INCLUDING 10"x10"x8" TEE, 6" GATE VALVE AT TEE AND THRUST BLOCKS (PER MWSD)
- 13 INSTALL 2" WATER DOMESTIC TAP, 2" TYPE "K" COPPER, WATER METER & BOX BY MWSD. VALVE & R.P.B.P. IN ABOVE-GROUND HEATED ENCLOSURE W/ BENDS & THRUST BLOCKS BY CONT. (SEE WATER SERVICE INSET)
- 14 INSTALL 4"x3" REDUCER & 3" D.I.P. BEND WITH THRUST BLOCKS
- 15 INSTALL 5/8" WATER IRRIGATION TAP, COPPER, WATER METER & BOX BY MWSD. VALVE & R.P.B.P. IN ABOVE-GROUND HEATED ENCLOSURE W/ BENDS & THRUST BLOCKS BY CONTRACTOR
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**CONTRACTOR KEY NOTES:**

- 12 INSTALL 6" CLASS 52 D.I.P. FIRE SERVICE ROUTED TO GROCERY STORE, INCLUDING 10"x10"x8" TEE, 6" GATE VALVE AT TEE AND THRUST BLOCKS (PER MWSD)
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- 14 INSTALL 4"x3" REDUCER & 3" D.I.P. BEND WITH THRUST BLOCKS
- 15 INSTALL 5/8" WATER IRRIGATION TAP, COPPER, WATER METER & BOX BY MWSD. VALVE & R.P.B.P. IN ABOVE-GROUND HEATED ENCLOSURE W/ BENDS & THRUST BLOCKS BY CONTRACTOR
- 16 INSTALL 6" CLASS 52 D.I.P. WATER MAIN, 8" 90° BEND, 8"x6" REDUCER, 6" GATE VALVE & BOX, AND FIRE HYDRANT ASSEMBLY
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- 18 RELOCATE & REPLACE EXS. FIRE HYDRANT BEHIND PROP. CURB

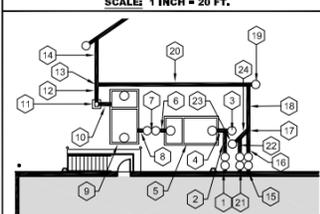
**INSET KEY NOTES:**

- 21 SANITARY SEWER TRAFFIC BEARING TWO-WAY CLEANOUT (REF. C-6.3). PER MWSD SPECS. T.C. = 605.03. INV. = 601.00 (7.00' BELOW STORE FINISH FLOOR ELEVATION)
- 22 INSTALL 8 L.F. OF 6" SCH 40, SOLVENT WELD PVC @ 2.0%
- 23 INSTALL 6"x6"x6" WYE AND SANITARY SEWER CLEANOUT (REF. C-6.3). PER MWSD SPECS. T.C. = 605.01. INV. = 600.94
- 24 INSTALL 3 L.F. OF 6" SCH 40, SOLVENT WELD PVC @ 4.17%

**CONTRACTOR KEY NOTES:**

- 1 PROPOSED ACCESS & P.U.E. EASEMENT (DEDICATED BY PLAT)
- 2 RELOCATED 10" D.I.P. SANITARY SEWER MAIN (REF. C-4.2). CONTRACTOR TO PROVIDE BY-PASS PUMPING COSTS.
- 3 REPLACE EXISTING MANHOLE FOR PROPOSED SANITARY SEWER MAIN (REF. C-4.2 FOR MANHOLE NAMES/NUMBERS)
- 4 INSTALL WATER MAIN TIE-IN TO EXISTING WATER MAINS WITH 6" OR 10" GATE VALVES (PER MWSD SPECIFICATIONS). REMOVE THE BLOW-OFF AND TEE PRIOR TO INSTALLING VALVE.
- 5 RELOCATED 10" CLASS 52 D.I.P. WT MAIN (PER MWSD SPECS)
- 6 INSTALL 8" CLASS 52 D.I.P. WATER MAIN (PER MWSD SPECS)
- 7 INSTALL 6" CLASS 52 D.I.P. WATER MAIN (PER MWSD SPECS)
- 8 INSTALL 3 L.F. OF 6" SCH 40, SOLVENT WELD PVC @ 2.0%
- 9 INSTALL 2,000 GALLON, HEAVY DUTY TRAFFIC RATED CONCRETE GREASE INTERCEPTOR, T.C. = 605.16 & 605.09. INV. IN = 600.44. INV. OUT = 600.24. COORDINATE WITH LOCAL UTILITY. REFER TO PLUMBING SHEETS BY KROGER BUILDING CONTRACTOR, PIPING INSIDE GREASE INTERCEPTOR TO BE SCH 40, SOLVENT WELD PVC (REF. C-4.2 & C-6.3).
- 10 INSTALL 3 L.F. OF 6" SCH 40, SOLVENT WELD PVC @ 2.0%
- 11 INSTALL GREASE SAMPLING BOX, T.C. = 605.14. INV. IN = 600.18 (SCH 40, SOLVENT WELD PVC). INV. OUT = 599.18 (SDR 35 PVC). PER MWSD SPECS (REF. C-6.3)
- 12 INSTALL 5 L.F. OF 6" SCH 40, SOLVENT WELD PVC @ 2.0%
- 13 INSTALL 6"x6"x6" TEE PER MWSD SPECS. INV. = 599.08
- 14 INSTALL 11 L.F. OF 6" SCH 40, SOLVENT WELD PVC @ 2.0%
- 15 SANITARY SEWER TRAFFIC BEARING TWO-WAY CLEANOUT (REF. C-6.3). PER MWSD SPECS
- 16 INSTALL 10" CLASS 52 D.I.P. WATER MAIN BEND WITH THRUST BLOCK (PER MWSD SPECS - REF. C-6.8)
- 17 INSTALL 6" CLASS 52 D.I.P. WATER MAIN, 10"x10"x8" TEE, 6" GATE VALVE & BOX, AND FIRE HYDRANT ASSEMBLY (PER MWSD SPECS - REF. C-6.8)
- 18 INSTALL APPROVED KNOX STORZGUARD FIRE DEPARTMENT CONNECTION (F.D.C. - PER M.R.F.D. REQUIREMENTS) W/ 3" ELBOW & LOCKING CAP SIZED 4" STORZ x 4" NPT ON EXTERIOR WALL WITH DOUBLE CHECK VALVE ASSEMBLY MOUNTED ON RISER ON INSIDE WALL PER MWSD SPECS. AN EXTERIOR ELECTRIC HORN/STROBE (NOT A WATER MOTOR GONG) IS REQUIRED ABOVE THE F.D.C. ACCESS TO THE RISER ROOM MUST BE PROVIDED TO MFRD WITH AN APPROVED KNOX 3200 SERIES SURFACE OR RECESSED MOUNTED LOCKING BOX.
- 19 INSTALL 4" CLASS 52 D.I.P. DOMESTIC WATER SERVICE ROUTED TO GRASS AND THEN TO GROCERY STORE, INCLUDING 10"x10"x4" TEE, BENDS, AND 4" VALVES (BY CONTRACTOR), 3" METER AND THRUST BLOCKS IN 10'x20' NON-TRAFFIC RATED METER BOX (BY MWSD) (SEE WATER SERVICE INSET)
- 20 RELOCATE EXISTING FIRE HYDRANT BEHIND PROPOSED CURB

**GREASE INTERCEPTOR INSET**  
SCALE: 1 INCH = 20 FT.



**INSET KEY NOTES:**

- 1 SANITARY SEWER TRAFFIC BEARING TWO-WAY CLEANOUT AT GREASE LINE BUILDING EXIT (REF. C-6.3). PER MWSD SPECS. T.C. = 605.05. INV. = 601.00 (7.00' BELOW STORE FINISH FLOOR ELEVATION)
- 2 INSTALL 10 L.F. OF 6" SCH 40, SOLVENT WELD PVC @ 2.0%
- 3 INSTALL 6"x6"x6" TEE PER MWSD SPECS. INV. = 600.80
- 4 INSTALL 2 L.F. OF 6" SCH 40, SOLVENT WELD PVC @ 2.0%
- 5 INSTALL 2,000 GALLON, HEAVY DUTY TRAFFIC RATED CONCRETE GREASE INTERCEPTOR, T.C. = 605.02 & 605.09. INV. IN = 600.76. INV. OUT = 600.56. COORDINATE WITH LOCAL UTILITY. REFER TO PLUMBING SHEETS BY KROGER BUILDING CONTRACTOR, PIPING INSIDE GREASE INTERCEPTOR TO BE SCH 40, SOLVENT WELD PVC (REF. C-4.2 & C-6.3).
- 6 INSTALL 3 L.F. OF 6" SCH 40, SOLVENT WELD PVC @ 2.0%
- 7 SANITARY SEWER TRAFFIC BEARING TWO-WAY CLEANOUT (REF. C-6.3). PER MWSD SPECS. T.C. = 605.11. INV. = 600.50
- 8 INSTALL 3 L.F. OF 6" SCH 40, SOLVENT WELD PVC @ 2.0%
- 9 INSTALL 2,000 GALLON, HEAVY DUTY TRAFFIC RATED CONCRETE GREASE INTERCEPTOR, T.C. = 605.16 & 605.09. INV. IN = 600.44. INV. OUT = 600.24. COORDINATE WITH LOCAL UTILITY. REFER TO PLUMBING SHEETS BY KROGER BUILDING CONTRACTOR, PIPING INSIDE GREASE INTERCEPTOR TO BE SCH 40, SOLVENT WELD PVC (REF. C-4.2 & C-6.3).
- 10 INSTALL 3 L.F. OF 6" SCH 40, SOLVENT WELD PVC @ 2.0%
- 11 INSTALL GREASE SAMPLING BOX, T.C. = 605.14. INV. IN = 600.18 (SCH 40, SOLVENT WELD PVC). INV. OUT = 599.18 (SDR 35 PVC). PER MWSD SPECS (REF. C-6.3)
- 12 INSTALL 5 L.F. OF 6" SCH 40, SOLVENT WELD PVC @ 2.0%
- 13 INSTALL 6"x6"x6" TEE PER MWSD SPECS. INV. = 599.08
- 14 INSTALL 11 L.F. OF 6" SCH 40, SOLVENT WELD PVC @ 2.0%
- 15 SANITARY SEWER TRAFFIC BEARING TWO-WAY CLEANOUT (REF. C-6.3). PER MWSD SPECS
- 16 INSTALL 10" CLASS 52 D.I.P. WATER MAIN BEND WITH THRUST BLOCK (PER MWSD SPECS - REF. C-6.8)
- 17 INSTALL 6" CLASS 52 D.I.P. WATER MAIN, 10"x10"x8" TEE, 6" GATE VALVE & BOX, AND FIRE HYDRANT ASSEMBLY (PER MWSD SPECS - REF. C-6.8)
- 18 INSTALL APPROVED KNOX STORZGUARD FIRE DEPARTMENT CONNECTION (F.D.C. - PER M.R.F.D. REQUIREMENTS) W/ 3" ELBOW & LOCKING CAP SIZED 4" STORZ x 4" NPT ON EXTERIOR WALL WITH DOUBLE CHECK VALVE ASSEMBLY MOUNTED ON RISER ON INSIDE WALL PER MWSD SPECS. AN EXTERIOR ELECTRIC HORN/STROBE (NOT A WATER MOTOR GONG) IS REQUIRED ABOVE THE F.D.C. ACCESS TO THE RISER ROOM MUST BE PROVIDED TO MFRD WITH AN APPROVED KNOX 3200 SERIES SURFACE OR RECESSED MOUNTED LOCKING BOX.
- 19 INSTALL 4" CLASS 52 D.I.P. DOMESTIC WATER SERVICE ROUTED TO GRASS AND THEN TO GROCERY STORE, INCLUDING 10"x10"x4" TEE, BENDS, AND 4" VALVES (BY CONTRACTOR), 3" METER AND THRUST BLOCKS IN 10'x20' NON-TRAFFIC RATED METER BOX (BY MWSD) (SEE WATER SERVICE INSET)
- 20 INSTALL 36 L.F. OF 6" SCH 40, SOLVENT WELD PVC @ 4.06%

REV.	DATE	COMMENT
1	07/05/16	ADDENDUM 1
1	07/22/16	SITE REV. 1

PROJ. NO: 125-105

**UTILITY PLAN**

**C-4.1**

DATE: JUNE 6, 2016  
SUBM: BID SET



5010 Linbar Drive,  
Suite 153  
Nashville, TN 37211  
615.331.7770

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

August 17, 2016

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

**RE: *Proposal for Construction Materials Engineering and Testing  
Dejarnette Lane Pump Station Addition  
Murfreesboro, Tennessee  
TTL Proposal No. P02816066***

Dear Ms. Smith:

We appreciate having the opportunity to provide materials engineering and testing services during construction of the Dejarnette Lane Pump Station addition in Murfreesboro, Tennessee. This proposal contains our understanding of the project, the requested scope of services, and fee and scheduling information.

## **PROJECT INFORMATION**

Plans are being made to construct a new pump station north of Dejarnette Lane, near its intersection with Tennessee State Route 96. The project will include demolishing and removing an existing wet well, pump station, and communication tower. The new wet well will then be constructed east of the former wet well. The project will also include relocating a 65-foot tall communication tower.

## **PROPOSED SCOPE OF SERVICES**

Based on the drawings provided and our understanding of the project requirements, we propose to provide the following services:

- Monitor and test structural cut and fill activities for both the building pad and associated parking areas and measure compaction efforts with a nuclear gauge and/or proofrolls of each lift.
- Observe that continuous and spread footing subgrades meet the bearing capacity.
- Make test specimens and perform field tests on plastic concrete in accordance with the specifications, including slump, air content, unit weight, and temperature.
- Cure the concrete samples in our laboratory and test the specimens for compressive strength.

- Observe reinforcing steel, anchor bolts, and embedments prior to concrete placement to evaluate conformance with the specifications in regard to size, grade, spacing, profiles, lap lengths, and concrete coverage.
- Observe, monitor, and provide density testing for roadway and parking lot base stone materials.

We will issue field and testing reports for each site visit. Our project manager will review the field reports and test results before these documents are issued as final documents and will also be available for consultation at your request. We will issue a final special inspection report at job completion stamped by a licensed, professional engineer. The actual scope of services may vary from the proposed scope of services based on the project schedule, budget constraints, and other issues that we do not control. Please keep in mind that our testing is a sampling of the construction materials and does not guarantee the quality of the entire work product. Our representatives will notify you and the contractor of any portions of the work we observe which do not meet the project specifications. We do not have the authority to stop the contractor's work. Additionally, we are not responsible for the safety of persons other than TTL personnel. Job-site safety is the sole responsibility of the general contractor.

## **SCHEDULING**

A TTL technician will be on-site on a part-time basis, except for activities that require full-time monitoring. Our on-site inspectors will communicate with the General Contractor's Project Manager to verify construction schedules and ensure proper inspection staff are scheduled to adequately cover all aspects of the contractor's work. We require at least 24 hours' notice to assist with scheduling our services.

## **COMPENSATION**

Based on our understanding of the site-specific needs, we estimate the total fee for our services as outlined above and on the appended sheets to approach \$13,500. We will provide our services on a time and materials basis. Our fees depend on the quality of the work and rate of progress achieved by the contractor, weather conditions, and other factors beyond our control. We will monitor and keep you apprised of the budget status. If it appears that we will exceed the budget estimate, we will notify you and discuss whether you wish to expand the budget or reduce the remaining scope of services to maintain the budget.

## **AUTHORIZATION**

To formally authorize us, we request that you sign where indicated below and return a copy of this proposal to us. Our services will be performed in accordance with the attached Terms and Conditions, which were previously approved by the City Attorney for the City of Murfreesboro.

## CLOSING

We appreciate this opportunity to be of service to you on this project. If you have any questions or require additional information, please contact our office at (615) 331-7770.

Sincerely,  
TTL, Inc.



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



Mark A. Herrmann, P.E.  
Principal Engineer

Attachments: Copy of Executed Client Project Services Agreement  
Schedule of Fees  
Construction Testing Estimates

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Authorized By:

---

Client (Signature and Date)

---

Approved to as form  
City Attorney

**Project:** DeJarnette Lane Pump Station Addition  
**Location:** Murfreesboro, Tennessee  
**TTL Proposal No.:** P02816070



SERVICE	PROJECTED SCHEDULE			UNIT COST	SUBTOTAL	SECTION SUBTOTAL
	No. Days	hrs/day	Total			
<b>EARTHWORK</b>						
Subgrade Review / Proofrolling	2	4	8	\$45.00	\$360.00	\$1,370
Monitoring Cut/Fill Activities & Density Testing	2	8	16	\$45.00	\$720.00	
Technician Overtime			0	\$67.50	\$0.00	
Project Manager / Engineer Review	4	0.5	2	\$120.00	\$240.00	
PM Support Services	4	0.25	1	\$50.00	\$50.00	
<b>RIGID / FLEXIBLE PAVEMENTS</b>						
Subgrade Review / Proofrolling	2	4	8	\$45.00	\$360.00	\$3,425
Monitoring Cut/Fill Activities & Density Testing	5	8	40	\$45.00	\$1,800.00	
Monitoring Basestone Placement	1	4	4	\$45.00	\$180.00	
Monitoring & Testing Pavement Placement	2	4	8	\$45.00	\$360.00	
Concrete Pavement Placement			0	\$45.00	\$0.00	
Technician Overtime			0	\$67.50	\$0.00	
Project Manager / Engineer Review	10	0.5	5	\$120.00	\$600.00	
PM Support Services	10	0.25	2.5	\$50.00	\$125.00	
<b>FOUNDATIONS</b>						
Shallow Foundations (Spread / Continuous Footings)	4	4	16	\$45.00	\$720.00	\$1,370
Deep Foundations (Drilled Piers / Micropiles / etc.)			0	\$45.00	\$0.00	
Technician Overtime			0	\$67.50	\$0.00	
Cylinder Pick-Up	4	2	8	\$45.00	\$360.00	
Project Manager / Engineer Review	4	0.5	2	\$120.00	\$240.00	
PM Support Services	4	0.25	1	\$50.00	\$50.00	
<b>CONCRETE</b>						
Columns / Retaining Walls / Shear Walls	6	4	24	\$45.00	\$1,080.00	\$4,110
Slab-On-Grade / Slab-On-Deck / Beams	2	4	8	\$45.00	\$360.00	
Post-Tension / Tilt-Up / Precast / etc.			0	\$45.00	\$0.00	
Misc. Placements (Sidewalks / Stairwells / Curbs)	4	4	16	\$45.00	\$720.00	
Technician Overtime			0	\$67.50	\$0.00	
Cylinder Pick-Up	12	2	24	\$45.00	\$1,080.00	
Project Manager / Engineer Review	12	0.5	6	\$120.00	\$720.00	
PM Support Services	12	0.25	3	\$50.00	\$150.00	
<b>STRUCTURAL STEEL</b>						
Anchor Bolts / Bolted Connections			0	\$90.00	\$0.00	\$0
Welded Connections			0	\$90.00	\$0.00	
Metal Decking			0	\$90.00	\$0.00	
Certified Welding Inspector Overtime			0	\$135.00	\$0.00	
Certified Structural Steel Inspector Overtime			0	\$135.00	\$0.00	
Project Manager / Engineer Review			0	\$120.00	\$0.00	
PM Support Services			0	\$50.00	\$0.00	
<b>MASONRY / MORTAR</b>						
Masonry Monitoring / Masonry Sampling			0	\$45.00	\$0.00	\$0
Technician Overtime			0	\$67.50	\$0.00	
Cylinder Pick-Up			0	\$45.00	\$0.00	
Project Manager / Engineer Review			0	\$120.00	\$0.00	
PM Support Services			0	\$50.00	\$0.00	

<b>WOOD FRAMING</b>	No. Days	hrs/day	Total	Rate	Subtotal	
Nailing / Bolting / Anchoring Observation			0	\$45.00	\$0.00	\$0
Technician Overtime			0	\$45.00	\$0.00	
Project Manager / Engineer Review			0	\$120.00	\$0.00	
PM Support Services			0	\$50.00	\$0.00	
<b>HIGH STRENGTH GROUT</b>	No. Days	hrs/day	Total	Rate	Subtotal	
Grout Monitoring / Grout Sampling			0	\$45.00	\$0.00	\$0
Technician Overtime			0	\$67.50	\$0.00	
Cylinder Pick-Up			0	\$45.00	\$0.00	
Project Manager / Engineer Review			0	\$120.00	\$0.00	
PM Support Services			0	\$50.00	\$0.00	
<b>FIREPROOFING</b>	Number	Units	Total	Rate	Subtotal	
Thickness Measurements			0	\$45.00	\$0.00	\$0
Density Testing			0	\$30.00	\$0.00	
Adhesion / Cohesion Testing			0	\$50.00	\$0.00	
Technician Overtime			0	\$67.50	\$0.00	
Project Manager / Engineer Review			0	\$120.00	\$0.00	
PM Support Services			0	\$50.00	\$0.00	
<b>MATERIALS / LAB TESTING / ADDITIONAL SERVICES</b>	Number	Units	Total	Rate	Subtotal	
Floor Flatness / Floor Levelness Testing			0	\$0.05	\$0.00	\$1,245
Floor Flatness / Floor Levelness Testing Technician Time			0	\$45.00	\$0.00	
Proctor Density Testing			0	\$125.00	\$0.00	
Proctor Density Testing w/ Atterberg Limits	1	1	1	\$205.00	\$205.00	
Vapor Emmission Testing (Kit Only)			0	\$45.00	\$0.00	
Concrete Cylinders (Foundation)	4	5	20	\$13.00	\$260.00	
Concrete Cylinders (Structure)	12	5	60	\$13.00	\$780.00	
Masonry / Mortar Specimens			0	\$13.00	\$0.00	
High Strength Grout Cube Specimens			0	\$13.00	\$0.00	
On-Site Trailer Mobilization & Monthly Fees			0	\$0.00	\$0.00	
Special Inspection Letter & Engineer Review			0	\$120.00	\$0.00	
<b>DIRECT COSTS</b>	Trips	Miles	Total	Rate	Subtotal	
Trip Charge	46	56	2576	\$0.70	\$1,803.20	\$1,803
<b>PROJECT ESTIMATE / BUDGET</b>					<b>\$13,323</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.



5010 Linbar Drive,  
Suite 153  
Nashville, TN 37211  
615.331.7770  
[www.TTLUSA.com](http://www.TTLUSA.com)

## Schedule of Fees

### Professional Services:

01. Materials Technician (Staff Technician Level II) .....	\$45.00 / hr
02. Senior Materials Technician (Staff Technician Level III) .....	\$49.00 / hr
03. Landfill Technician (Staff Technician Level IV).....	\$55.00 / hr
04. Environmental Technician .....	\$65.00 / hr
05. Principal Engineer (Principal Professional Level VII) .....	\$190.00 / hr
06. Senior Project Professional / Project Manager (Sr. Project Manager Level IV) .....	\$135.00 / hr
07. Professional Engineer (Project Professional Level IV).....	\$120.00 / hr
08. Project Manager (Project Manager Level IV) .....	\$120.00 / hr
09. Engineer Intern (Staff Professional Level II).....	\$90.00 / hr
10. CWI / Structural Steel Technician (NDT Steel / Welding Inspector).....	\$90.00 / hr
11. CADD Technician (CADD Technician / Draftsman).....	\$70.00 / hr
12. Administrative Support .....	\$50.00 / hr

*Technician rates to be multiplied by 1.5 for time in excess of 8 hours per day, and all hours on Saturdays, Sundays, and Holidays.*

### Direct Expenses:

13. Travel from Portal to Portal .....	\$0.70 / mile
14. Other Direct Expenses.....	Cost + 15%

*Additional services can be provided and prices quoted upon request*



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## Laboratory Schedule of Fees

### Soils:

01. Field Moisture Content and Density Tests by Nuclear Methods.....	No Charge
02. Natural Moisture Content (ASTM D2216).....	\$6.00 / test
03. Atterberg Limits (ASTM D4318).....	\$85.00 / test
04. Shrinkage Limit & Shrinkage Ratio (ASTM D427).....	\$165.00 / test
05. Material in Soils Finer than the No. 200 Sieve by Washing (ASTM D1140).....	\$65.00 / test
06. Grain Size, Sieve Analysis, with hydrometer (ASTM D422).....	\$185.00 / test
07. Grain Size, Sieve Analysis, without hydrometer (ASTM D422).....	\$85.00 / test
08. Rymac Soil Strength Test (SPT Sample).....	\$25.00 / test
09. Resistivity of Soils (ASTM G57).....	\$100.00 / test
10. pH of Soils (ASTM D4972).....	\$35.00 / test
11. Specific Gravity of Soils (ASTM D854).....	\$55.00 / test
12. Organic Content (ASTM D2974).....	\$45.00 / test
13. Moisture-Density Curve (Requires Atterberg Limits Not Included in Test Fee)	
a. Standard Proctor (ASTM D698).....	\$125.00 / test
b. Modified Proctor (ASTM D1557).....	\$130.00 / test
c. One Point.....	\$55.00 / test
14. Laboratory CBR (ASTM D1883)	
a. In-situ.....	\$215.00 / test
b. Remolded (Not Including Proctor).....	\$300.00 / test
15. Unconfined Compression Test:	
a. Soil Specimen (2-½-inch or 3-inch) (ASTM D2166).....	\$130.00 / test
b. Rock Core Specimen (BX or NX), Cupped (Non-ASTM).....	\$75.00 / test
16. Unit Dry and Wet Weight (ASTM D2216).....	\$50.00 / test
17. One-Dimensional Consolidation Test (1/4 to 16 ton loading) (ASTM D2435)	
(Add \$40.00 for each unload-reload cycle)	
a. Undisturbed Sample.....	\$395.00 / test
b. Remolded Sample (Proctor Not Included).....	\$375.00 / test
18. One-Dimensional Swell/Settlement Potential of Cohesive Soils (ASTM D4546).....	\$375.00 / test
19. Triaxial Compression Test:	
a. Unconsolidated Undrained (ASTM D2850).....	\$300.00 / 3 pts
b. Consolidated Undrained with Pore Pressure Measurements (ASTM D4767).....	\$635.00 / 3 pts
20. Consolidated-Drained, Undisturbed Sample.....	\$650.00 / test
21. Direct Shear Testing of Soils under Consolidated-Drained Conditions	
2 ½" Specimen (ASTM D3080).....	\$305.00 / test
22. Hydraulic Conductivity (Permeability), Flexible Wall/Backpressure (ASTM D5084).....	\$350.00 / test



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- 23. Moisture-Density of Soil-Cement Mixture (ASTM D558) .....\$150.00 / test
- 24. Moisture-Density of Soil-Cement Mixture (Modified).....\$170.00 / test
- 25. Remolded Soil Specimen for Any Soil Test Above.....\$50.00 / each

**Concrete:**

- 01. Curing and Breaking Cylinders ..... \$13.00 / each
- 02. Curing and Breaking Cylinders (Made by Others)..... \$21.00 / each
- 03. Thin-Wall Concrete Coring, 2-Person Crew and Equipment.....\$120.00 / hour
- 04. Sawing, Curing, Capping and Breaking Thin-Wall Concrete Cores (ASTM C42) .....\$45.00 / each
- 05. Floor Flatness / Floor Levelness Testing (ASTM E1155) .....\$0.05 / sq. ft.
- 06. Petrographic Examination (ASTM C856) .....\$600.00 / each
- 07. Test Cylinder Sample Preparation Saw Cutting.....\$25.00 / each
- 08. Hardened Concrete Shrinkage Testing, (ASTM C157) (Set of 3).....\$180.00 / each
- 09. Compressive Strength of Grout Prism (Made by Others).....\$17.00 / each
- 10. Flexural Strength of Concrete Beams (ASTM C78).....\$37.50 / each
- 11. Flexural Strength of Concrete Beams (ASTM C78) (Made by Others) .....\$37.50 / each
- 12. Mechanical Tension Splice Testing Rebar.....\$300.00 / each

**Aggregates:**

- 01. Base Stone Moisture Content and Density Tests by Nuclear Methods ..... No Charge
- 02. Specific Gravity and Absorption, coarse aggregate (ASTM C127)..... \$70.00 / test
- 03. Specific Gravity and Absorption, fine aggregate (ASTM C128)..... \$90.00 / test
- 04. Sieve Analysis of Fine and Coarse Aggregates (ASTM C136) ..... \$70.00 / test
- 05. Soundness of Aggregates, Sodium or Magnesium Sulfate
  - a. Five Cycles (ASTM C88).....\$350.00 / test
  - b. Bulk Sample Preparation .....\$50.00 / each
- 06. LA Abrasion (ASTM C535) .....\$350.00 / each
- 07. Clay Lumps & Friable Particles (ASTM C142) ..... \$75.00 / test
- 08. Organic Impurities in Sands & Concrete (ASTM C40)..... \$50.00 / test
- 09. Chemical Analysis .....\$350.00 / test
- 10. Bulk Sample Preparation.....\$25.00 / each

**Asphalt:**

- 01. Marshall Mix Design (KM 64-411-90).....\$550.00 / each
- 02. Gradation & Asphalt Content (Extraction) (KM 64-405-92 & KM 64-433-89).....\$225.00 / each
- 03. Unit Weight & Thickness (AASHTO T166) .....\$25.00 / each
- 04. Maximum Theoretical Density.....\$50.00 / each



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**Masonry & Mortar:**

- 01. Absorption and As-Received Moisture, Masonry Block Units ..... \$45.00 / each
- 02. Absorption Test, Brick, 5-hour with Coefficient..... \$40.00 / each
- 03. Compression Test, Brick ..... \$25.00 / each
- 04. Compression Test, Grout Cylinder ..... \$15.00 / each
- 05. Compression Test, Grout Cylinder (Made by Others) ..... \$17.00 / each
- 06. Compression Test, Masonry Block Units ..... \$45.00 / each
- 07. Compressive Strength Test of Mortar Cubes (ASTM C109)..... \$13.00 / each
- 08. Equivalent Thickness Masonry Block Unit..... \$10.00 / each
- 09. Modulus of Rupture, Brick ..... \$30.00 / each

**Fireproofing:**

- 01. Bond Strength..... \$50.00/each
- 02. Density ..... \$30.00/each

**Specialty Testing:**

Based on our experience and network of contacts we can provide or develop most specialty tests on an individual basis as requested.



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CLIENT PROJECT SERVICES AGREEMENT

TTL, Inc. (referred to herein as TTL) is pleased to provide the services described below. The purpose of this document and any attachments is to obtain your authorization for the work requested and to confirm the terms and conditions under which these services will be provided to you (referred to herein as Client).

Compensation for services rendered will be based on the attached Schedule of Fees (or as otherwise indicated below) which is a part of this Work Authorization. If TTL is asked to modify the scope of the Work Authorized at Client's request or determines during the execution of the Work Authorized that a modification of the scope is required, TTL will promptly seek and confirm in writing a mutually agreeable revision of the scope of the Work Authorized and associated fees.

PROJECT IDENTIFICATION:

Project Name Stones River Greenway  
Project Location Murfreesboro, Tennessee  
TTL Proposal No. P01812145 TTL Office Nashville  
Client Project / Job No. \_\_\_\_\_ TTL Project Manager Mark Herrmann

CLIENT CONTACT FOR REPORTING PURPOSES:

Firm \_\_\_\_\_ Attention \_\_\_\_\_  
Address \_\_\_\_\_ Telephone No. \_\_\_\_\_  
City and State \_\_\_\_\_ Zip Code \_\_\_\_\_ Fax No. \_\_\_\_\_  
Email Address \_\_\_\_\_ Cell No. \_\_\_\_\_

CLIENT CONTACT FOR BILLING PURPOSES:

Firm \_\_\_\_\_ Attention \_\_\_\_\_  
Address \_\_\_\_\_ Telephone No. \_\_\_\_\_  
City and State \_\_\_\_\_ Zip Code \_\_\_\_\_ Fax No. \_\_\_\_\_  
Email Address \_\_\_\_\_ Cell No. \_\_\_\_\_

DESCRIPTION OF SERVICES AUTHORIZED: (Consulting, Observations, Testing, Drilling and/or Reports)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPENSATION:

- Lump Sum \$ \_\_\_\_\_
- PER ATTACHED PROPOSAL FOR SERVICES
- TIME AND MATERIALS PER ATTACHED SCHEDULE OF FEES

PROJECTED TIME OF COMPLETION: per agreement

Check here if the Client Project Services Agreement will serve as a Master Agreement and specify the contract termination date: \_\_\_\_\_  
(Master agreements involve potentially more than one project over a defined contract period; unless otherwise specified, the termination date will be established as 1 year from the date of contract and automatically renews annually subject to changes in compensation unless the agreement is terminated by either party by giving 30-day advance written notice)

**TERMS AND CONDITIONS BETWEEN TTL AND CLIENT**

**SECTION 1. SITE RESPONSIBILITIES**

1.1 Client will provide right of entry for TTL and all necessary equipment in order for TTL to complete the Work Authorized.

1.2 While TTL will take reasonable precautions to avoid damage to Client's property, Client acknowledges that in the normal course of performing the Work Authorized, some damage to lawns, landscaping, pavement or other property may occur. Client agrees that the correction of such damage is not TTL's responsibility and will be undertaken by Client at Client's sole expense.

1.3 If part of the Work Authorized, TTL will observe the work of the contractor or subcontractor. TTL does not guarantee the performance of the contractor or subcontractor by TTL's performance of such construction observation. TTL's undertaking hereunder shall not relieve the contractor or subcontractor of the contractor's/subcontractor's obligation to perform the work in conformity with the contract documents, including plans and specifications. TTL's observation of any contractor's or subcontractor's procedures is not intended to include a review of the adequacy of such contractor's or subcontractor's safety measures on or near the site. It is agreed TTL is not responsible for safety or security at the site, and TTL does not have the right or duty to stop the work of others.

**SECTION 2. PROJECT INFORMATION**

2.1 Client will furnish to TTL all plans, specifications, project requirements, drawings, guidelines and any other project information (referred to herein as Project Information) necessary to perform the Work Authorized. Client shall be responsible for furnishing to TTL any changes in said Project Information of which Client becomes aware or which are made by Client as the work progresses.

**SECTION 3. STANDARD OF CARE**

3.1 Services performed by TTL under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of TTL's profession practicing under similar conditions at the same time and in the same geographic location. No other warranty, expressed or implied (including, by way of illustration and not by way of limitation, warranties of fitness for a particular purpose or warranties of merchantability) is made or intended and the same are specifically disclaimed. Client shall not be entitled to assert a claim against TTL based on any theory of negligence or violation of the standard of care unless and until Client has obtained the written opinion from a licensed, independent and reputable engineering and/or environmental professional, as appropriate for the services in question, that TTL has violated the standard of care applicable to TTL's performance of those services under this Agreement.

3.2 Field test and boring locations described in TTL's report to Client or shown on TTL's sketches are based on specific information furnished to TTL by Client and/or others or estimates made in the field by TTL's technicians. All such dimensions, depths or elevations are approximations unless otherwise stated in TTL's report.

3.3 Client recognizes that conditions may vary from those encountered at the location where borings, tests, samplings, surveys, or explorations are made by TTL and that site and subsurface conditions may change over time. Client understands that the data, interpretations, and recommendations of TTL are based solely on the information available to TTL at the time of testing. TTL will be responsible for the data, interpretations, and recommendations developed by TTL, but shall not be responsible for the interpretation by others of the information developed.

3.4 TTL will adhere to Project Information which is provided by Client. However, Client agrees that TTL will not be responsible for any adverse outcome which results from TTL's adherence to that Project Information. Client will defend, hold harmless and indemnify TTL from and against all losses, costs, expenses and damages, including but not limited to attorneys' fees and court costs, which may be incurred by or on account of TTL's performance or non-performance in reliance upon the Project Information.

3.5 It is expressly agreed that TTL may rely upon information provided by Client (or by third parties on behalf of or at the request of Client) without any duty to independently verify the correctness or accuracy thereof. Client agrees to indemnify, defend and hold harmless TTL from and against liabilities arising from the inaccuracy or incorrect information (if any) in such Client-provided information, and Client further waives any claims as to TTL relating to losses created by such inaccurate or incorrect Client data.

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**SECTION 4. RISK ALLOCATION, LIMITATIONS AND WAIVERS OF CERTAIN CLAIMS**

4.1 There are relative risks and benefits for TTL and Client arising from their agreement regarding the Work Authorized. TTL and Client have discussed these risks and benefits and have negotiated to allocate the risks as described in Section 4.2.

4.2 TTL agrees to perform the Work Authorized for the compensation agreed and Client agrees, to the fullest extent allowed by law, to limit the total maximum aggregate liability of TTL and that of its officers, directors, employees, agents, assigns and subcontractors for any and all costs, losses, claims, expenses and damages of any nature whatsoever, which might be claimed and proven by, through or on behalf of Client relative to the Work Authorized, due to or on account of any claims and/or causes of action against TTL and/or any of its officers, directors, employees, agents or subcontractors, to ~~\$60,000 or TTL's fee, whichever is greater~~ <sup>\$1,000,000</sup>. Such claims and/or causes of action include, but are not limited to, negligence, professional errors and omissions, strict liability, breach of contract and breach of warranty. This allocation of risks shall apply regardless of the causes of action or legal theory, plead or asserted. ~~TTL will consider providing higher limits of liability at the Client's written request, subject to the mutual written agreement of the parties, prior to accepting TTL's proposal, up to a total maximum aggregate of no more than \$1,000,000, provided Client pays a mutually agreed to additional consideration.~~ The additional consideration for the higher liability limit is because of the greater risk assumed by TTL and is not a charge for additional professional liability insurance. Client's signature on the Client Project Services Agreement indicates Client's acknowledgment of and agreement with the allocation of risks as set out in this Section 4.2. Client expressly waives any claims for liquidated damages against TTL.

4.3 Limitations on liability and indemnities in this Agreement are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. "Parties" means Client and TTL and their officers, employees, agents, affiliates and subcontractors. The parties also agree that Client will not seek damages in excess of the limitations indirectly through suits against (or in concert with) ~~other parties who may join TTL as a third-party defendant.~~ <sup>in this contract</sup>

4.4 In certain sections of this Agreement, Client agrees to waive certain claims against TTL. Relative to such provisions, these Risk Allocation provisions shall not operate or be construed to operate as allowing anything other than a complete waiver of such claims.

**NOTE:** Sections 5, 7 and the language regarding test specimens and samples in paragraph 6.1 shall apply if sampling, testing or other intrusive services are part of TTL's scope of services. The ownership of documents provisions in Section 6 apply to all TTL services.

**SECTION 5. SUBTERRANEAN STRUCTURES AND UTILITIES**

5.1 In the prosecution of the Work Authorized, TTL will take reasonable precautions to avoid damage or injury to identified subterranean structures or utilities.

5.2 Client will inform TTL of the locations of all subterranean structures and utilities on Client's property before the Work Authorized begins. Client agrees to hold TTL harmless for any damages to subterranean structures and utilities which are not brought to TTL's attention or not correctly shown in the Project Information furnished.

5.3 TTL will contact the local "one-call" utility authority, but assumes no responsibility with respect to utilities beyond that action. Under no circumstances is TTL responsible for notifying the one-call authority for work performed by parties other than TTL and its subcontractors.

**SECTION 6. OWNERSHIP OF DOCUMENTS AND SAMPLES**

6.1 All reports, boring logs, field data, test specimens, drilling samples, field notes, laboratory test data, calculations, estimates, and other documents prepared by TTL, as Instruments of Service, shall remain the property of TTL. ~~These documents, specimens and samples will be considered confidential, and they will not be available to any other entity unless express consent is obtained in writing from Client.~~

6.2 TTL will render a Report (written or verbal, as particular circumstances dictate) to Client regarding the work performed.

6.3 Client agrees that any written Report and other work furnished to Client or Client's agents, for which full payment has not been made to TTL, will be returned to TTL upon demand and will not be used by Client for any purpose whatsoever or disseminated to any third parties by Client.

6.4 TTL will retain pertinent documents relating to the services performed for a period of five (5) years following submission of TTL's Report, during which period the documents will be made available to Client within a reasonable time after TTL receives a written request from Client specifically identifying the documents sought.

6.5 All TTL communications, reports, analyses, proposals (and any related documents, plans or specifications), electronic or hard copy, all collectively referred to in this provision as the "documents", are provided by TTL for the sole and exclusive use and reliance of the Client, without any intended or contemplated third party beneficiaries. All copies (electronic or hard copies) of any reports provided to third parties by Client or TTL are intended solely and only for informational purposes absent a Secondary Client Agreement, as discussed immediately following. Under no circumstances may any third party rely upon any TTL "documents" (as defined above) without first executing a TTL-approved Secondary Client Agreement. No disclosure (in hard copy or electronically, in full text or in summary) to third parties for reliance without an approved and executed TTL Secondary Client Agreement on file with TTL is approved or intended by TTL and any such third party coming into possession of any "documents" (as defined above) in breach of these provisions may not rely on TTL reports, documents, plans or specifications. If any "documents" are not paid for in full pursuant to TTL's invoice within the time required under this Agreement, Client agrees that TTL may cease any or all work for Client (TTL providing no plans, reports, work site services, presentations or reports to regulators [if any are required] and attending no meetings or conferences) until and unless paid in full by Client. Client expressly agrees hereby that full and prompt payment to TTL is a fundamental inducement for TTL to agree to provide services to Client and that failure to make payment by Client is a material breach of this Agreement. In the event that TTL suspends work for failure to pay, Client waives any and all claims against TTL or TTL personnel under applicable laws or professional canons for any and all losses, harms, liabilities or costs experienced or suffered by Client following TTL's suspension of services. If the full amount of the TTL invoice is not paid within 7 calendar days, Client agrees that TTL may elect to treat this Agreement as irrevocably breached by Client and permanently suspend all services and refuse to provide any documents or reports. In such event, TTL may demand (and Client must immediately return at Client's sole cost and expense) that all hard copies of all TTL reports, plans, specifications, test results, letters or communications be returned to TTL and Client must further, within 3 business days of TTL's demand, certify without exception in a sworn affidavit executed by an Officer of Client that any and all electronic copies of such information have been destroyed by Client at Client's sole cost and expense, wherever located (networks, work stations, personal computers, laptops, phones, PDAs, remote internet storage, servers, archives wherever or however maintained, backup files and all related electronic or hard copy storage mediums or methods). No demand for mediation by Client or TTL shall impact TTL's rights under this provision and no mediation or subsequent litigation shall impair the waiver by Client of claims against TTL in this provision.

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#### SECTION 7. DISPOSAL OF SAMPLES

7.1 Test specimens will be disposed of promptly upon completion of tests. Drilling samples will be disposed of thirty (30) days after submission of TTL's Report. Upon written request received before the disposal dates identified in this Section 7.1, TTL will retain test specimens and/or drilling samples for a mutually acceptable storage charge.

#### SECTION 8. DISCOVERY OF UNANTICIPATED TOXIC OR HAZARDOUS MATERIALS

8.1 Client warrants that a reasonable effort to inform TTL of known or suspected toxic or hazardous materials on or near the project site has been made. TTL acknowledges Client has informed them the site is adjacent to a

8.2 Hazardous or toxic materials may exist at a site where there is no reason to believe they could or should be present. TTL and Client agree that the discovery of unanticipated toxic or hazardous materials will (unless agreed otherwise in writing by TTL and Client following the discovery of such materials) constitute a changed condition mandating a renegotiation of the Work Authorized or termination of services. TTL and Client also agree that the discovery of unanticipated toxic or hazardous materials may make it necessary for TTL to take immediate measures to protect health and safety. In such event, Client appoints TTL as Client's Limited Agent in connection with such immediate measures. Client agrees to compensate TTL for any costs it may incur, such as, but not limited to, equipment decontamination costs or other costs incident to the discovery of unanticipated toxic substances or hazardous waste, and (recognizing that in such situations initial information can be inadequate or incorrect, and that

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to the extent permitted  
under Tennessee law

TTL will act upon such information in good faith) to fully indemnify TTL for all costs, expenses and liabilities, including reasonable attorney's fees, experienced by TTL in connection therewith except to the extent of TTL's negligence, subject always to the limitation of liability set out elsewhere in this agreement.

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8.3 During the performance of the Work Authorized, TTL agrees to notify Client when unanticipated toxic or hazardous materials or suspected toxic or hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold TTL harmless for any and all consequences of disclosures made by TTL which are required by governing law or professional ethical canons. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated toxic or hazardous materials or suspected toxic or hazardous materials.

to the extent permitted  
under  
Tennessee  
law

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8.4 Notwithstanding any other provision of this Agreement, Client waives any claim against TTL, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold TTL harmless from any claim, liability, and/or defense costs for injury or loss arising from TTL's discovery of unanticipated toxic or hazardous materials or suspected toxic or hazardous materials, including, but not limited to, any costs created by delay of the Work Authorized, delay of Client's project and/or cost associated with possible reduction of the property's value.

to the extent permitted  
under Tennessee Law

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8.5 Client will be responsible for ultimate proper disposal of any samples secured by TTL which are found to be contaminated.

8.6 In connection with toxic or hazardous substances or constituents and to the maximum extent permitted by applicable law, as a fundamental consideration to induce TTL to perform its services, Client agrees to defend, hold harmless and indemnify TTL from and against any and all claims, liabilities, or judgments, except to the extent finally determined as being caused by TTL's negligence or willful misconduct, resulting from:

to the extent permitted  
under Tennessee law

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- A. Client's (or any person or entity sharing legal liability with Client) violation of any federal, state, or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;
- B. Client's (or any person or entity sharing legal liability with the Client) undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site;
- C. Toxic or hazardous substances or constituents introduced at the site by Client (or any person or entity sharing legal liability with Client) before, during or after the completion of TTL's services;
- D. Allegations that TTL is a handler, generator, operator, treater, storer, transporter, or disposer unless expressly retained by Client for such services under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law due to TTL's services; and
- E. Any suit or claim for damages against TTL by, through or on behalf of Client, alleging strict liability, personal injury (including death) or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after completion of TTL's services under this Agreement.

**SECTION 9. BIOLOGICAL POLLUTANTS**

9.1 Except to the degree specified in an accompanying proposal letter, TTL's work specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. TTL's Instruments of Service will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that TTL has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants.

**SECTION 10. INSURANCE**

TO A MAXIMUM AMOUNT OF \$1,000,000  
PER COVERAGE

10.1 TTL represents and warrants that it and its agents, staff, and consultants are protected by worker's compensation insurance to the extent required by law. TTL maintains insurance coverage for general liability, automobiles, and professional errors and omissions as TTL deems to be adequate and subject to commercial availability. Certificates for all such policies of insurance will be provided to Client, if Client so requests in writing.

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### SECTION 11. INVOICES

11.1 The Work Authorized will be accomplished in a timely, workmanlike, and professional manner by TTL, at the unit fees quoted, or as otherwise agreed herein. If, during the execution of the Work Authorized, TTL is required to stop operations as a result of changes in the Work Authorized, such as requests by the Client or requirements of third parties, additional charges may be applicable.

11.2 As deemed appropriate by TTL, Client may be required to complete a credit application and/or obtain personal or corporate guaranties prior to the commencement of or during the performance of the Work Authorized.

11.3 TTL will submit invoices to Client on a monthly basis and a final bill upon completion of the Work Authorized. Invoices will show charges for different personnel and expense classifications if the work is performed on a time and materials basis. A more detailed separation of charges and back-up data can be provided upon Client's specific prior written request.

11.4 Payment is due upon presentation of Invoice and is past due thirty (30) days after the Invoice date. If payment is not received by TTL within 30 days from the date of TTL's Invoice, Client agrees to pay the lesser of 1 ½ % per month or the maximum rate allowed by law, on the past due amount until the amount is paid in full, plus the hourly rate for the time of TTL's employees, reasonable attorney fees, and all other costs incurred by TTL in collecting the amounts due TTL under this Agreement.

### SECTION 12. TERMINATION

12.1 The agreement between TTL and Client may be terminated by either party upon seven (7) days written notice to the other in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TTL shall be paid for services performed to the termination notice date plus reasonable termination expenses. If Client fails to pay TTL, then this termination provision shall be governed by the language in paragraph 6.5 concerning termination, return of documents, destruction of electronic copies and waivers of claims by Client for suspension of services by TTL for non-payment.

### 13. DISPUTE RESOLUTION

13.1 In the unlikely event a dispute or claim or breach arises out of this Agreement, the parties will attempt to settle the dispute between each other. Failing that, the parties agree to settle any such dispute, claim, or breach through Mediation, where a non-biased mediator is chosen by the American Arbitration Association (AAA); however, this mediation provision shall not apply to disputes regarding payment of TTL's fees where this may be a violation of state or applicable law. Notwithstanding anything above to the contrary, the parties agree that the mediation proceedings shall be held in ~~Fuscatooosa, Alabama~~ *Rutherford County, Tennessee*

13.2 Either TTL or Client may demand mediation at any point. Upon demand for mediation by either TTL or Client, the parties shall attempt to select a mediator within 3 business days.

13.2.1 If the parties are unsuccessful, the mediator shall be selected pursuant to the mediation rules and from the AAA mediation panel by AAA.

13.2.2 The costs of the mediation shall be borne equally by the parties.

13.2.3 The mediation shall be held within 30 business days of the demand for mediation.

13.2.4 If the parties are unable to resolve the matter through mediation, absent any contrary agreement in writing between the parties, either party may institute litigation, and it is agreed that no offers, communications, presentations or evidence made or presented in the course of the mediation shall be admissible in the litigation.

13.2.5 This dispute resolution section (or any subparagraph hereof) shall not interfere with or impede (or be construed to interfere with or impede) any rights of TTL and any waiver of claims by Client under paragraph 6.5.

13.2.6 Any litigation of a dispute relative to the amount owed TTL under an invoice after mediation has failed shall be limited only to the amount owed under the invoice, and it is further agreed that any such litigation shall be for the sole purpose of deciding whether or not Client owed TTL none, some or all of the invoice amount, plus applicable interest, fees, costs, etc.

13.2.7 In the event that a mediation settlement or any litigation between the parties results in the Client owing less than the amount demanded by TTL under its invoice per Paragraph 6.5, then Client agrees that Client's sole remedy in all events in any such litigation over the invoice amount shall be limited to a refund of any monies paid to TTL

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pursuant to the invoice for which TTL has demanded payment and which a reviewing court finds were not owed, plus interest on such amount at the Prime Rate as of the date of payment by Client to TTL as set out in the Wall Street Journal.

13.2.8 It is agreed that any and all claims of whatsoever nature relating to or arising out of Client liabilities, losses, expenses, costs, fees and the like (of every kind and nature whatsoever) which result directly or indirectly from TTL's suspension of services (and demand for return of "documents") following client's failure to pay an invoice in full after TTL's demand for payment, plus any and all associated or derivative or related claims or rights to payment or other relief of whatsoever nature are irrevocably waived by Client in Paragraph 6.5 and may not be asserted in any mediation or litigation.

**SECTION 14. OPINIONS OF COST**

14.1 If requested, TTL will use its professional efforts and experience on similar projects in an attempt to provide order-of-magnitude opinions or estimates of costs for remediation or construction as appropriate based on reasonably available data, TTL's designs or TTL's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise, in writing with TTL. Client understands that the actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, legal requirements, applicable building codes, and many other factors beyond TTL's control.

**SECTION 15. ASSIGNS**

15.1 Neither the Client nor TTL may delegate, assign, sublet or transfer their duties under or interest in this Agreement without the prior written consent of the other party.

**SECTION 16. SEVERABILITY**

16.1 Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

**SECTION 17. GOVERNING LAW**

17.1 Client and TTL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Alabama. Tennessee

WDW  
11/30/12

**SECTION 18. ENTIRE AGREEMENT**

18.1 This Agreement and its attachments constitute the entire agreement between TTL and Client. All understandings and agreements heretofore reached by and between TTL and Client are merged into this agreement, which alone fully and completely expresses their understandings. No representation or warranty made by any party which is not contained herein or expressly referred to herein has been relied on by any party entering into this Agreement. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and TTL, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client (Owner) and TTL and not for the benefit of any other party.

AUTHORIZED BY (Client Signature) \_\_\_\_\_  
(Signature warrants his/her authority to bind the entity represented herein)

PRINT NAME AND TITLE \_\_\_\_\_ Date \_\_\_\_\_

TTL APPROVAL BY \_\_\_\_\_

PRINT NAME AND TITLE \_\_\_\_\_ Date \_\_\_\_\_

**SEC, Inc.**

SITE ENGINEERING CONSULTANTS

Engineering • Surveying • Land Planning  
850 Middle Tennessee Blvd, Murfreesboro, TN 37129  
www.sec-civil.com • 615-890-7901 • fax 615-895-2567

July 7, 2016

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

RE: John Rice Boulevard  
Proposal for Engineering Services  
SEC Project No. 02012

Dear Valerie:

We appreciate this opportunity to submit our proposal for the design of water line extensions associated with the road widening project. As you are aware, the project is presently in the early stages of design.

Based on our meeting held July 1<sup>st</sup>, the scope of work will consist of two (2) waterline extensions across John Rice Boulevard for approximately 200 feet of new waterline. This proposal covers the design services, bidding and construction administration phases.

We propose to provide all services on an hourly rate basis with a total fee not to exceed \$6,500. Services we anticipate are plan submittal to TDEC, shop drawing reviews, construction meetings, and processing contractor's pay requests. Additional services beyond the scope stated above would be provided as requested and charged at our firm's then current hourly rates. Presently, our hourly rates are as follows:

CIVIL ENGINEERING AND LAND SURVEYING  
HOURLY RATE SCHEDULE

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

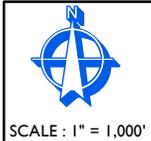
If our proposal as outlined in this correspondence is acceptable to you, your acceptance may be acknowledged by your signature on the line provided below. If you should desire to accept this proposal, we would normally bill at monthly intervals based on the percentage of completion as we progress. Our accounts are due and payable within thirty (30) days of the date of invoice and are assessed a late payment charge of 1.5% per month of the overdue amount. Should you need any clarification concerning this proposal, please feel free to contact me.

Respectfully,



Douglas Jenkins, P.E.  
Design Engineer  
SEC, Inc.

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



MURFREESBORO WATER AND SEWER DEPARTMENT

# John R Rice Blvd Widening



August 16, 2016

Ms. Valerie Smith, P.E.  
Assistant Director  
Murfreesboro Water & Sewer Department  
220 N. W. Broad Street  
Murfreesboro, TN 37130  
Email: vsmith@murfreesborotn.gov

Re: Proposal for Civil Engineering Services  
St. Clair Street  
Sanitary Sewer and Water Line Improvements  
Murfreesboro, Tennessee

Dear Ms. Smith:

Thank you for the opportunity to submit this proposal for Civil Engineering Services on the above-referenced project.

We will provide land surveying and preliminary and final design plans for Sanitary Sewer and Water Line Improvements in conjunction with our Roadway Improvement Plans for St. Clair Street for the City of Murfreesboro. We also will perform bidding and negotiating phase and construction phase services for these Sanitary Sewer and Water Line Improvements. We will perform this work for our standard hourly rates as follows:

Principal	\$150.00/Hr.
Engineer, Surveyor or Senior Planner	\$110.00/Hr.
Landscape Architect	\$125.00/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	\$55.00/Hr.

We will perform this work for our standard hourly rates above, the total of which shall not exceed \$9,000.00.

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.



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

Accepted \_\_\_\_\_

Date \_\_\_\_\_

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



SCALE: 1" = 100'

# MURFREESBORO WATER AND SEWER DEPARTMENT Saint Clair Street Improvements



August 2016  
TAB

StClairSt.mxd

200 YEARS  
1811-2011



... creating a better quality of life.

August 1, 2016

Mr. Wayne Nobles  
Vice President, Sales  
Hoover, Inc.  
P.O. Box 994  
2106 Twin Oak Drive  
Murfreesboro, TN 37133

Dear Wayne:

This letter is to inform you that the Murfreesboro Water & Sewer Department is by this letter renewing the contract in place with Hoover, Inc., for the second 2 year renewal period. The current contract for crushed stone will expire on September 22, 2016. The renewal term of the contract bid indicates the following:

**Contract Renewal Option**

This contract is renewable for **two (2) additional two-year periods** at the option of the City. Should the City desire to renew the contract, a written preliminary notice will be furnished to the contractor sixty (60) days prior to the expiration date of the contract. (Such preliminary notice will not be deemed to commit the City to renew.)

If you concur, please sign and return the enclosed Second Amendment which will confirm you agree to continue with the crushed stone contract for the period of September 22, 2016 – September 21, 2018.

Attached is a copy of the original Contract and the renewal option is detailed in paragraph 2.

If you have any questions, please let me know.

Yours truly,

Terry Taylor  
Operations Manager  
Operations & Maintenance

**SECOND AMENDMENT TO THE CONTRACT BETWEEN  
HOOVER, INC.  
AND THE CITY OF MURFREESBORO, TENNESSEE**

The contract dated September 22, 2013 ("Contract"), by and between Hoover, LLC and the City of Murfreesboro, acting through its Murfreesboro Water and Sewer Department ("City") is hereby amended as follows:

1. Section 2 – Term is hereby amended by extending the term of the Contract for one additional two-year period ending on September 21, 2018.
2. All terms, conditions, and pricing remain the same.
3. This Second Amendment shall take effect as September 22, 2016.

**CITY OF MURFREESBORO**

**HOOVER, LLC.**

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

*Wayne Nobles*  
\_\_\_\_\_  
By: Wayne Nobles, VP Sales

\_\_\_\_\_  
Date

*8-3-16*  
\_\_\_\_\_  
Date

Approved as to form:

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



August 18, 2016

Mr. Darren Gore  
Director  
Murfreesboro Water and Sewer Department  
P. O. Box 1477  
Murfreesboro, TN 37133-1477

RE: Auxiliary Raw Water Intake Standby Generator Project  
Recommendation of Award  
SSR No. 15-41-029.0

The bids for the Auxiliary Raw Water Intake Standby Generator Project, were received by the City of Murfreesboro Water and Sewer Department (MWSD) at 2:00 p.m. CDT on August 18, 2016, and were read publicly. There were a total of four bids submitted and opened. The total base bid prices submitted by the bidders are listed below. Over the next several days, we will review the submitted bids and then prepare a certified bid tabulation. The purpose of this letter is to make a tentative recommendation on award of the contract based upon the submitted information.

- |                             |              |
|-----------------------------|--------------|
| 1. John Bouchard & Sons Co. | \$480,800.00 |
| 2. Powertek                 | No Bid       |
| 3. S & W Contracting Co.    | \$528,255.00 |
| 4. Stansell Electric Co.    | \$620,360.00 |
| 5. Trinity Contracting      | \$552,690.00 |

John Bouchard & Sons is the apparent low bidder for the project with a submitted Total Base Bid Price of \$480,800.00. The opinion of probable construction cost for this project was \$600,000.00.

SSR and MWSD have successfully worked with John Bouchard and Sons on a number of projects both for MWSD and other municipal projects. They are currently working under a maintenance contract with MWSD, and to our knowledge are performing adequately.

The low bid is considered to be very competitive, in line with several of the other bidders, and in line with present construction pricing levels. Therefore, it is recommended that the contract be awarded to John Bouchard & Sons.

If you have questions or require additional information, please contact me at 615.460.0582.

Sincerely,

SMITH SECKMAN REID, INC.

Mike Bernard, PE  
Principal

Enclosures

cc: Darren Gore, Alan Cranford – MWSD  
JHB, MLB, SHR - SSR

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**Randy McCullough**  
**City of Murfreesboro**  
Office: 615-642-7503  
Email: rmccullough@murfreesborotn.gov

*Re: Vehicle Proposal*

---

Dear Randy,

This quote is for a 2017 Ford F150 Regular Cab standard pick up. This price is based on the police contract. The price for this vehicle is \$19289. I will honor that contract price on this 2017 as a carry over from the current contract pricing on the 2016.

Please advise as soon as possible.

Sincerely,

**Steve Bell**  
Commercial Accounts Manager  
901-489-9582  
sales@countryford.com



August 22, 2016

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

**RE: Sinking Creek WWTP Phase 4D – Expansion  
Murfreesboro, TN  
Proposed CCF No. 27  
CG2 2014-338; SRF 2014-339**

Dear Mrs. Smith:

Attached are four (4) copies of proposed Change Item No. 27 including a Summary Log of all proposed changes to date. The following summarizes the change item and provides recommendation for its approval.

Change Item No. 27 was requested by MWSD staff to relocate the existing UV Transmittance (UVT) sensor and transmitter. Due to the increased water level and turbulence associated with the new UV disinfection equipment, the UVT sensor does not function properly in its current location. It was agreed that 3D Enterprises would perform this work and determine the change order price at work's completion based on a time and materials basis. Expediting this process in this manner will allow the new UV equipment to operate in automatic mode as intended and as requested by plant staff. SSR has reviewed this proposed change and recommends that MWSD approve it. SSR estimates that the total cost of this work will not exceed \$10,000. If approved, Change Item No. 27 will result in reduction to the Construction Contingency Allowance with actual price determined at a later date. There will be no increase in the contract time as a result of this change item.

As stated, SSR has reviewed these proposed change and recommend it be approved and the contingency allowance be adjusted at a later date based on a time and materials basis. Note that the total contract price will not be adjusted, only the contingency amount. Please review the enclosures and if acceptable to you, execute and forward one (1) signed copy to me.

If you have any questions, please contact me.

Sincerely,

**SMITH SECKMAN REID, INC.**

A handwritten signature in blue ink, appearing to read "Brentley D. Fowler", is written over the company name.

Brentley D. Fowler, PE  
BDF/bdf  
Enclosures

cc: Darren Gore (w/encl) – MWSD  
MDF (w/encl) – SSR  
RBH (w/encl) – SSR  
File (1) (w/encl) – 12-41-019.0  
File (12) (w/encl) – 12-41-019.0

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### CHANGE CONTROL FORM (CCF)

Owner Contract No.	<b>N/A</b>
Project Name:	<b>SINKING CREEK WWTP PHASE 4D EXPANSION</b>
Engineer:	<b>Smith Seckman Reid, Inc.</b>
Contractor:	<b>3D Enterprises Contracting Corporation</b>

#### DESCRIPTION OF CHANGE

Relocate the CVT sensor and transmitter to the influent channel of the UV structure. The analog signal from the transmitter will be routed to the new UV control panel as indicated on the Drawings. Power to the transmitter will be from the new UV control panel. If breaker space is not available, power shall be fed from panel L11A. Cost for this change shall be determined on a time and materials basis per the Contract Documents. Contractor is authorized to proceed with the Work at this time.

(Attach Supporting Documentation)

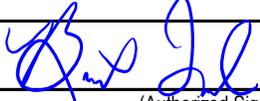
Requested By:	<b>OWNER</b>		
This Document is a:	<b>REQUEST FOR PROPOSAL (RFP)</b>		
	<b>D1.1-10, E8.2, E1.1-11,</b>		
Drawing(s) Reference:	<b>I0.4</b>	Spec. Reference:	<b>Various</b>

#### REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM

**We propose to perform the Work or make the Claim described above for the following change in Contract**

**Cost and Contract Times:**

<input type="checkbox"/> No Change in Contract Amount is required.	<input checked="" type="checkbox"/> A Change in Contract Amount is required: Add/Deduct (Circle One)	TBD
<input checked="" type="checkbox"/> No Change in Contract Time is required.	<input type="checkbox"/> A Change in Contract Time is required:	days

Engineer:  (Authorized Signature)	Contractor: _____ (Authorized Signature)
Owner: _____ (Authorized Signature)	<input type="checkbox"/> Recommends Acceptance <input type="checkbox"/> Recommends Rejection

#### WORK CHANGE DIRECTIVE

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

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

#### FIELD ORDER

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

Recommended by RPR:	Date:
Directed by Engineer:	Date:
Accepted by Contractor:	Date:

**CHANGE CONTROL LOG**

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

**Original Contract Amount:** \$ **30,472,000.00**

**Contingency Allowance Amount:** \$ **500,000.00**

**Adjusted Contingency Allowance Amount:** \$ **286,613.00**

	Rejected/Withdrawn
	Under Review
	Approved
	Pending

SSR No.	CCF No.	3D No.	COP No.	Change Order No.	Change Type	Brief Description of Change Item	Status (Pending/Under Review/Approved/Rejected)	Date From/To Contractor	Date Submitted to Owner	Date Approved/Rejected by Owner	Add/Deduct (+/-) Amount	Cumulative Add/Deduct Amount	Adjusted Contingency Amount	Adjusted Contract Amount
1				N/A	RFP	Add Headworks paving, irrigation-piping and landscaping to Phase 4D scope	Withdrawn	4/15/2015	Withdrawn	Withdrawn	\$ -	\$ -	\$ 500,000.00	\$ 30,472,000.00
1-REV				N/A	RFP	Add Headworks paving partial-landscaping to Phase 4D scope	Withdrawn	6/11/2015	Withdrawn	Withdrawn	\$ -	\$ -	\$ 500,000.00	\$ 30,472,000.00
1-REV2				TBD	RFP	Delete landscaping and irrigation	Approved	8/5/2015	10/17/2015	Approved	\$ (25,800.00)	\$ (25,800.00)	\$ 525,800.00	\$ 30,472,000.00
2				2	RFP	Delete diffusers from Post Aeration equipment	Approved	9/1/2015	9/2/2015	9/15/2015	\$ (11,200.00)	\$ (37,000.00)	\$ 537,000.00	\$ 30,472,000.00
3				N/A	FP	Change stairs platform from galv to alum.	Approved	4/23/2015	N/A	N/A	\$ -	\$ (37,000.00)	\$ 537,000.00	\$ 30,472,000.00
4				N/A	RFP	Add signal wiring for Main PS pump-discharge valves	Withdrawn	5/28/2015	7/28/2015	8/5/2015	\$ -	\$ (37,000.00)	\$ 537,000.00	\$ 30,472,000.00
5				TBD	RFP	Revise electrical service per MED	Withdrawn	6/18/2015	Withdrawn	Withdrawn	\$ -	\$ (37,000.00)	\$ 537,000.00	\$ 30,472,000.00
5-REV				TBD	RFP	Revise electrical service per MED	Approved	8/10/2015	1/14/2016	2/5/2016	\$ 82,856.00	\$ 45,856.00	\$ 454,144.00	\$ 30,472,000.00
6				TBD	RFP	Algae Cleaning System attachment arm	Approved	7/20/2015	7/28/2015	9/3/2015	\$ 7,600.00	\$ 53,456.00	\$ 446,544.00	\$ 30,472,000.00
7				TBD	RFP	Tertiary Filter embed conduit	Approved	7/24/2015	7/28/2015	9/3/2015	\$ 2,500.00	\$ 55,956.00	\$ 444,044.00	\$ 30,472,000.00
8				TBD	RFP	HVAC upgrade in Post Aeration Control Room	Approved	9/9/2015	1/8/2016	2/5/2016	\$ 52,740.00	\$ 108,696.00	\$ 391,304.00	\$ 30,472,000.00
9				TBD	RFP	Revise Final Clarifier EDI type	Approved	9/24/2015	10/6/2015	11/5/2015	\$ 3,300.00	\$ 111,996.00	\$ 388,004.00	\$ 30,472,000.00
10				TBD	RFP	Provide sleeves under roadway for future irrigation piping.	Pending	9/1/1939	Pending	Pending	\$ -	\$ 111,996.00	\$ 388,004.00	\$ 30,472,000.00
11				TBD	FO	Electrical changes to MCC and control room layouts	Withdrawn	10/7/2015	Pending	Pending	\$ -	\$ 111,996.00	\$ 388,004.00	\$ 30,472,000.00
11-REV1				TBD	RFP	Various electrical changes	Approved	10/20/2015	2/10/2015	4/7/2016	\$ 7,900.00	\$ 119,896.00	\$ 380,104.00	\$ 30,472,000.00
12				TBD	RFP	Headworks Facility electrical revisions/clarifications	Approved	10/20/2015	2/10/2015	4/7/2016	\$ 2,600.00	\$ 122,496.00	\$ 377,504.00	\$ 30,472,000.00
13				TBD	WCD	Replacement of existing Filter backwash flow meter	Approved	11/9/2015	3/15/2016	4/7/2016	\$ 20,533.00	\$ 143,029.00	\$ 356,971.00	\$ 30,472,000.00
14				TBD	RFP	Knockout wall at gate opening for future Ox Ditch	Withdrawn	12/16/2015			\$ -	\$ 143,029.00	\$ 356,971.00	\$ 30,472,000.00
15				TBD	FO	UV power feed relocation	Approved	1/18/2016	N/A	N/A	\$ -	\$ 143,029.00	\$ 356,971.00	\$ 30,472,000.00
16				TBD	RFP	Additional generator/ATS signals	Pending	1/26/2016			\$ -	\$ 143,029.00	\$ 356,971.00	\$ 30,472,000.00

17		TBD	RFP	Add ultrasonic flow meter at Main PS	Approved	2/4/2016	3/15/2016	4/7/2016	\$ 11,120.00	\$ 154,149.00	\$ 345,851.00	\$ 30,472,000.00
18	14	TBD	RFP	Installation of the Allen-Bradley Power Monitors into the Eaton switchgear	Under Review	5/4/2016	5/17/2016	?????	\$ 17,080.00	\$ 171,229.00	\$ 328,771.00	\$ 30,472,000.00
19	13	TBD	CCR	60" TRE Junction Box in lieu of tapping sleeve	Approved	2/22/2016	3/24/2016	5/11/2016	\$ (10,000.00)	\$ 161,229.00	\$ 338,771.00	\$ 30,472,000.00
20	15	TBD	RFP	Addition of area lights and receptacles at clarifiers. Photocell and lighting control.	Approved	5/18/2016	6/8/2016	8/1/2016	\$ 30,240.00	\$ 191,469.00	\$ 308,531.00	\$ 30,472,000.00
21	12	TBD	RFP	Replace building architectural precast fascia panels with brick	Pending	3/18/2016	3/18/2016	8/1/2016	\$ (20,000.00)	\$ 171,469.00	\$ 328,531.00	\$ 30,472,000.00
22	16	TBD	RFP	Item 2 on RFI 33 Counter-flashing @ UV basin for building/canopy joint	Under Review	4/19/2016	5/12/2016		\$ 912.00	\$ 172,381.00	\$ 327,619.00	\$ 30,472,000.00
23	16	TBD	RFP	Provide steel beams & additional reinforcing steel for pipe supports per revised drawings S 1.3-05 & S5.4-05	Under Review	5/3/2016	5/12/2016		\$ 28,392.00	\$ 200,773.00	\$ 299,227.00	\$ 30,472,000.00
24	16	TBD	RFP	Provide FRP door, frame and hardware at FCPR south entrance. Modify door 8-3 from hollow metal to FRP with 90 mn fire rating	Under Review	5/3/2016	5/12/2016		\$ 6,696.00	\$ 207,469.00	\$ 292,531.00	\$ 30,472,000.00
25	17	TBD	RFP	Provide factory applied epoxy coating on coils	Under Review	5/9/2016	6/8/2016		\$ 3,160.00	\$ 210,629.00	\$ 289,371.00	\$ 30,472,000.00
26	18	TBD	RFP	Provide new bucket in available space within MCC-N5A with 2 15 A tandem breakers	Approved	5/27/2016	6/2/2016	8/1/2016	\$ 2,758.00	\$ 213,387.00	\$ 286,613.00	\$ 30,472,000.00
27	TBD	TBD	RFP	Relocate UVT sensor and transmitter	Pending	8/17/2016	8/19/2016		TBD			
<b>Totals</b>									<b>\$ 213,387.00</b>		<b>\$ 286,613.00</b>	<b>\$ 30,472,000.00</b>

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

**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
7/8/2016	Topping	\$58.60				Hawkins	81.88	\$4,798.17	Taylor	Hawkins - low bid for July

*Police Department*  
KARL DURR  
Chief of Police  
(615) 849-2673  
kdurr@murfreesborotn.gov



**August 26, 2016**

Honorable Mayor and Members of City Council:

**CONSENT AGENDA**

- RE: A.: Request Purchase of Vehicle Equipment for 25 Fully Equipped Vehicles**  
**B.: Request Purchase of Mobile Video Equipment**  
**C.: Request Addition to Comcast I-Net System**  
**D.: Request Purchase of Replacement Mobile Data Computer Equipment**

**ITEM A: Request Purchase of Vehicle Equipment for 25 Fully Equipped Vehicles**

As an item for consent agenda at the next scheduled meeting, it is the recommendation of the Chief of Police that City Council approve the purchase of the vehicle equipment for the twenty-five (25) fully equipped police vehicles in the 2016 Capital Improvement Plan (CIP) fund budget.

**Background**

*Purpose:*

To purchase the necessary equipment to outfit twenty-five (25) new patrol vehicles with emergency equipment and current technology for the Police Department with 2016 CIP funds.

*Scope of Work:*

City of Murfreesboro bid contracts are currently in place for all of the respective emergency vehicle equipment for these vehicles. All of the vehicle equipment for these vehicles, to include the respective technology equipment, will be purchased pursuant to the purchasing policy of the City of Murfreesboro using City of Murfreesboro contracts and U.S. Communities Purchasing Alliance contracts under US Communities IT Products and Services contracts (Contract # 4400006644).

The technology equipment consists of mobile computer systems that includes mobile communication systems (Rocket Modems) and mobile video systems and is included in the cost of the 25 new fully equipped vehicles. This equipment allows for automated dispatch, reporting, time keeping and video evidence in the patrol vehicles.

**Honorable Mayor and Members of City Council  
Consent Agenda Request  
August 26, 2016**

**Fiscal Impact**

Emergency Vehicle Equipment	25	\$329,230.50
Mobile Computer Systems	25	\$141,706.18
Mobile Video Systems	25	\$145,640.00
<b>Total</b>		<b>\$616,576.68</b>

If approved, the cost totaling **\$616,576.68** for the equipment will be funded from the 2016 CIP fund budget.

**Recommendation**

It is recommended that City Council approve the vehicle equipment for the twenty-five (25) fully equipped police vehicles in the 2016 Capital Improvement Plan (CIP) fund budget as noted above.

**Attachment**

1. Emergency Vehicle Equipment Summary
2. Mobile Computer Systems - Insight Quotation 218075728 & 217890969
3. Mobile Video Systems - Insight Quotation 217842801

**ITEM B: Request Purchase of Mobile Video Systems with CIP Funds**

As an item for consent agenda at the next scheduled meeting, it is the recommendation of the Chief of Police and Chief of Fire Rescue that City Council approve the purchase of mobile video systems with 2016 Capital Improvement Plan (CIP) funds.

**Background**

*Purpose:*

To purchase replacement mobile video systems for older cameras which have exceeded ten (10) years of service with budgeted 2016 Capital Improvement Plan (CIP) funds.

*Scope of Work:*

The mobile video system provides for a mobile video evidence solution to capture interaction with individuals during a call for service. Video is uploaded wirelessly to a searchable database which can provide evidence to the court system as needed. Items will be purchased from the US Communities IT Products and Services contract (Contract # 4400006644).

**Fiscal Impact**

Mobile Video Systems	17	\$99,035.20
<b>Total</b>		<b>\$99,035.20</b>

If approved, the cost totaling **\$99,035.20** for video equipment will be funded from the 2016 Capital Improvement Plan (CIP) funds.

**Recommendation**

It is recommended that City Council approve the recommendation to purchase the Mobile Video Systems from the 2016 CIP Budget as outlined above.

**Attachment**

1. Mobile Video Systems - Insight Quotation 217931588

**ITEM C: Request Addition to Comcast I-Net System**

As an item for consent agenda at the next scheduled meeting, it is the recommendation of the Chief of Police that City Council approve the installation of fiber optic cabling to our I-Net system to Rutherford County Sheriff's Office at a total cost of **\$20,575.00** from 2016 Capital Improvement Plan (CIP) funds.

**Background**

*Purpose:*

To allow for network connectivity to provide for computer-aided dispatch, records management and future jail management.

*Scope of Work:*

Comcast is the sole provider of services related to the maintenance and expansion of the existing I-Net for the City.

**Fiscal Impact**

If approved, the cost totaling **\$20,575.00** for fiber installation will be funded from the 2016 Capital Improvement Plan (CIP) funds.

**Recommendation**

It is recommended that City Council approve the I-Net fiber installation at a total cost of \$20,575.00 from the 2016 Capital Improvement Plan (CIP) funds.

**Attachment**

None

**ITEM D: Request Purchase of Replacement Mobile Data Computer Equipment**

As an item for consent agenda at the next scheduled meeting, it is the recommendation of the Chief of Police that City Council approve the purchase of replacement Mobile Data Computers for police and fire vehicles from 2016 Capital Improvement Plan (CIP) funds.

**Background**

*Purpose:*

To replace Mobile Data Computer equipment that has exceeded end of life and is no longer in a serviceable condition.

*Scope of Work:*

Replacement of the mobile data computers in both police and fire vehicles that have been in service exceeding eight (8) years. The current devices have reached end of life and have begun experiencing reliability issues. The new computers allow for more portability to provide a better solution for data collection as we move further into records reporting and patient care. . Items will be purchased from the US Communities IT Products and Services contract (Contract # 4400006644).

**Fiscal Impact**

Mobile Data Computer Systems	50	\$204,410.00
<b>Total</b>		<b>\$204,410.00</b>

If approved, the cost totaling **\$204,410.00** for the handheld devices will be funded from the 2016 Capital Improvement Plan (CIP) funds.

**Recommendation**

It is recommended that City Council approve the purchase of Mobile Data Computer systems at a total cost of **\$204,410.00** from the 2016 Capital Improvement Plan (CIP) funds.

**Attachment**

1. Mobile Data Computer Systems - Insight Quotation 218075673

James K. Durr  
Chief of Police

C: Deputy Chief Mike Bowen  
Assistant Chief Eric Cook

MURFREESBORO POLICE DEPARTMENT

Interceptor SUV (Patrol - Fully Equipped) (25 CIP)

Total Units: 25

#	Product	Procurement Method	Vendor	Total Cost	MSRP
1		<u>Lighting</u>			
2	Federal Signal	ITB - Vehicle Equipment 2014	On-Duty Depot	\$170,204.50	
3	Whelen	ITB - Vehicle Equipment 2014	On-Duty Depot	\$0.00	
4					
5	<b>Total Lighting Cost</b>			<b>\$170,204.50</b>	
6		<u>Equipment</u>			
7	Jotto	ITB - Vehicle Equipment 2014	On-Duty Depot	\$10,450.00	
8	Setina	ITB - Vehicle Equipment 2014	Trucker's Lighthouse	\$61,457.00	
9	American Aluminum	ITB - Vehicle Equipment 2014	Trucker's Lighthouse	\$0.00	
10	Weapons Vault	ITB - Vehicle Equipment 2014	Trucker's Lighthouse	\$39,980.00	
11	<b>Total of Lines 7 through 10</b>			<b>\$111,887.00</b>	
12	Shotgun	ITB - Pistols - Rifles - Shotguns 2012	Craig's Firearm Supply	\$0.00	
13	Rifle	ITB - Pistols - Rifles - Shotguns 2012	Clyde Armory	\$0.00	
14	Mobile Radio - Vertex		Gemini	\$0.00	
15	Mobile Radio - Motorola	State of Tennessee Contract (SWC-420 & SWC-421)	Motorola	\$0.00	
16	Mobile Video System	U.S. Communities (Contract #: 4400006644)	Insight Public Sector	\$145,640.00	
17	MCT System	U.S. Communities (Contract #: 4400006644)	Insight Public Sector	\$141,706.18	
18	MCT Printer	U.S. Communities (Contract #: 4400006644)	Insight Public Sector	\$0.00	
19	Radar System - Kustom	ITB - Radar Systems 2014	Kustom Signals	\$25,104.00	
20	Radar System - Stalker	ITB - Radar Systems 2014	Applied Concepts	\$22,035.00	
21					
22					
23	<b>Total Equipment Cost</b>			<b>\$446,372.18</b>	
<b>TOTAL LIGHTING &amp; EQUIPMENT</b>				<b>\$616,576.68</b>	
<b>NOTES</b>					<b>Cost Per Vehicle</b>
					<b>\$24,663.07</b>

**SOLD-TO PARTY**      10183254  
 CITY OF MURFREESBORO  
 111 W VINE ST  
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**SHIP-TO PARTY**  
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**Ship Via**            : United Parcel Services/Ground  
**Terms of Delivery** : FOB DESTINATION  
**Currency**            : USD

<b>Quotation</b>	
<b>Quotation Number</b>	: 218075728
<b>Document Date</b>	: 18-JUL-2016
<b>PO Number</b>	: (25) CF-20 WITH DOCK AND AUTO ADAPT
<b>PO Release</b>	:
<b>Sales Rep</b>	: Ashley McDonald
<b>Email</b>	: <a href="mailto:ASHLEY.MCDONALD@INSIGHT.COM">ASHLEY.MCDONALD@INSIGHT.COM</a>
<b>Telephone</b>	: 8004674448
<b>Sales Rep 2</b>	: Antoinette D'Estries
<b>Email</b>	: <a href="mailto:TONI.DESTRIES@INSIGHT.COM">TONI.DESTRIES@INSIGHT.COM</a>
<b>Telephone</b>	: 8004674448

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Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">CF-20C5-01VM</a>	Public Sector Specific - Premium, Win10 Pro, Intel Core m5-6Y57 1.10 GHz, vPro, 10.1" WUXGA 10-pt Gloved Multi Touch+Digitizer, 8GB , 256GB SSD, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Ch1:WWAN/Ch2:WWAN), 4G LTE Multi Carrier (EM7355), Webcam, 8MP Cam, Bridge Battery, Emissive Backlit Keyboard, Toughbook Preferred, 3 Year Public Sector Service and Support Package U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 3649.99 Discount %: 16.44%	25	3,050.00	76,250.00
<a href="#">CF-CDS20VM02</a>	Panasonic CF-CDS20VM02 - port replicator U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 949.99 Discount %: 27.22%	25	691.43	17,285.75
<a href="#">CF-LNDDC120HW</a>	LIND - power adapter - car - 120 Watt U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 164.99 Discount %: 29.23%	25	116.77	2,919.25

Product Subtotal	96,455.00
TAX	0.00
<b>Total</b>	<b>96,455.00</b>

---

**PURCHASE ORDER REQUIREMENTS:**

Quote Number:218075728

Purchase Order Number: \_\_\_\_\_

Authorized by/Title: \_\_\_\_\_ (please print)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald  
8004674448  
[ASHLEY.MCDONALD@INSIGHT.COM](mailto:ASHLEY.MCDONALD@INSIGHT.COM)  
Fax 4807608991

Antoinette D'Estries  
8004674448  
[TONI.DESTRIES@INSIGHT.COM](mailto:TONI.DESTRIES@INSIGHT.COM)  
Fax 4807608991

U.S. Communities IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the U.S. Communities Technology Products, Services, Solutions & Related Products and Services Contract.

This competitively solicited contract is available to participating agencies of the U.S. Communities Government Purchasing Alliance. U.S. Communities assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

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 CITY OF MURFREESBORO  
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 MURFREESBORO TN 37130-3573

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**Payment Terms**    : Net 30 days  
**Ship Via**            : United Parcel Services/Ground  
**Terms of Delivery** : FOB DESTINATION  
**Currency**            : USD

Quotation	
<b>Quotation Number</b>	: 217890969
<b>Document Date</b>	: 17-MAY-2016
<b>PO Number</b>	: UTILITY QUOTE 25
<b>PO Release</b>	:
<b>Sales Rep</b>	: Ashley McDonald
<b>Email</b>	: <a href="mailto:ASHLEY.MCDONALD@INSIGHT.COM">ASHLEY.MCDONALD@INSIGHT.COM</a>
<b>Telephone</b>	: 8004674448 X 5290
<b>Sales Rep 2</b>	: Katherine Scozzafave
<b>Email</b>	: <a href="mailto:KATHERINE.SCOZZAFAVE@INSIGHT.COM">KATHERINE.SCOZZAFAVE@INSIGHT.COM</a>
<b>Telephone</b>	: 4804096827 X N/A

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Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">NFS-101-MURF</a>	NFS NMEA FORWARDING SVC W7/8 PERPETUAL LIC PER DVC U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 73.99 Discount %: 2.00%	25	72.51	1,812.75
<a href="#">SER-I-2202-MURF</a>	REMOTE CONFIGURATION MGMT RCM ACTIVATION & CONFIG & INITIAL SETUP Coverage Dates: 17-MAY-2016 - 17-JUN-2016 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 51.99 Discount %: 3.14%	25	50.36	1,259.00
<a href="#">SS-120-MURF</a>	1YR AVAIL WEB U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 73.99 Discount %: 2.00%	25	72.51	1,812.75
<a href="#">SER-D-5001-MURF</a>	DESIGN CONFIG PROJ MGMT TRAINING 2DAY MIN U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 1508.99 Discount %: 14.78%	1	1,285.93	1,285.93
<a href="#">ROKT-VR-1001-COFM</a>	COFM - ROCKET VEHICLE ROUTER ANTENNA LOCKER WITH INTEGRATED VOLTAGE REGULATOR WITH 1 YEAR ROCKET REMOTE CONFIGURATION MANAGEMENT (R AND HARDWARE WARRANTY INSURANCE AND ACTIVATION (COM-HB-5001) U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 1559.99 Discount %: 9.31%	25	1,414.84	35,371.00

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">COM-H-1305-COFM</a>	COFM - 5PORT INDUSTRIAL ETHERNET SWITCH-SLIMLINE U.S. COMMUNITIES IT PRODUCTS & SERVICES(#4400006644) List Price: 158.99 Discount %: 6.67%	25	148.39	3,709.75
			Product Subtotal	45,251.18
			TAX	0.00
			<b>Total</b>	<b>45,251.18</b>

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald  
8004674448 X 5290  
[ASHLEY.MCDONALD@INSIGHT.COM](mailto:ASHLEY.MCDONALD@INSIGHT.COM)  
Fax 4807608991

Katherine Scozzafave  
4804096827 X N/A  
[KATHERINE.SCOZZAFAVE@INSIGHT.COM](mailto:KATHERINE.SCOZZAFAVE@INSIGHT.COM)  
Fax 4807609161

U.S. Communities IT Products, Services and Solutions Contract No. 4400006644

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INSIGHT PUBLIC SECTOR SLED  
 6820 S HARL AVE  
 TEMPE AZ 85283-4318  
 Tel: 800-467-4448

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**Terms of Delivery** : FOB DESTINATION  
**Currency**          : USD

<b>Quotation</b>	
<b>Quotation Number</b>	: 217842801
<b>Document Date</b>	: 02-MAY-2016
<b>PO Number</b>	: ARBS
<b>PO Release</b>	:
<b>Sales Rep</b>	: Ashley McDonald
<b>Email</b>	: <a href="mailto:ASHLEY.MCDONALD@INSIGHT.COM">ASHLEY.MCDONALD@INSIGHT.COM</a>
<b>Telephone</b>	: 8004674448 X 5290
<b>Sales Rep 2</b>	: Antoinette D'Estries
<b>Email</b>	: <a href="mailto:TONI.DESTRIES@INSIGHT.COM">TONI.DESTRIES@INSIGHT.COM</a>
<b>Telephone</b>	: 8004674448 X 5290

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Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">ARB-KIT-HD</a>	ARBITRATOR MK3 HD CAMERA 256 GB SSD WIRELESS 1 INTEGRATED OPTION U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 5458.99 Discount %: 19.20%	25	4,410.80	110,270.00
<a href="#">ARB-M90</a>	900 MHZ WIRELESS MICROPHONE FULL KIT U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 640.99 Discount %: 12.12%	25	563.29	14,082.25
<a href="#">CF-SVCARB2AMA1Y</a>	PANASONIC ARBITRATOR 360 SW MAINT AGREEMENT-1Y U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 380.99 Discount %: 51.39%	25	185.19	4,629.75
<a href="#">ARB-WV-VC31-C</a>	BACK SEAT CAMERA INCLUDES PERPCABLE U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 469.99 Discount %: 10.14%	25	422.33	10,558.25
<a href="#">TGS-3DP</a>	G-FORCE SENSOR / ARBITRATOR VEHICLE U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 268.99 Discount %: 9.29%	25	243.99	6,099.75

Product Subtotal	141,010.25
Services Subtotal	4,629.75
TAX	0.00
<b>Total</b>	<b>145,640.00</b>

---

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald  
8004674448 X 5290  
[ASHLEY.MCDONALD@INSIGHT.COM](mailto:ASHLEY.MCDONALD@INSIGHT.COM)  
Fax 4807608991

Antoinette D'Estries  
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[TONI.DESTRIES@INSIGHT.COM](mailto:TONI.DESTRIES@INSIGHT.COM)  
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U.S. Communities IT Products, Services and Solutions Contract No. 4400006644

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**Currency**            : USD

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<b>Quotation</b>	
<b>Quotation Number</b>	: 217931588
<b>Document Date</b>	: 31-MAY-2016
<b>PO Number</b>	:
<b>PO Release</b>	:
<b>Sales Rep</b>	: Ashley McDonald
<b>Email</b>	: <a href="mailto:ASHLEY.MCDONALD@INSIGHT.COM">ASHLEY.MCDONALD@INSIGHT.COM</a>
<b>Telephone</b>	: 8004674448 X 5290
<b>Sales Rep 2</b>	: Antoinette D'Estries
<b>Email</b>	: <a href="mailto:TONI.DESTRIES@INSIGHT.COM">TONI.DESTRIES@INSIGHT.COM</a>
<b>Telephone</b>	: 8004674448 X 5290

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">ARB-KIT-HD</a>	ARBITRATOR MK3 HD CAMERA 256 GB SSD WIRELESS 1 INTEGRATED OPTION U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 5658.99 Discount %: 22.06%	17	4,410.80	74,983.60
<a href="#">ARB-M90</a>	900 MHZ WIRELESS MICROPHONE FULL KIT U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 667.99 Discount %: 15.67%	17	563.29	9,575.93
<a href="#">CF-SVCARB2AMA1Y</a>	PANASONIC ARBITRATOR 360 SW MAINT AGREEMENT-1Y U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 380.99 Discount %: 51.39%	17	185.19	3,148.23
<a href="#">ARB-WV-VC31-C</a>	BACK SEAT CAMERA INCLUDES PERPCABLE U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 469.99 Discount %: 10.14%	17	422.33	7,179.61
<a href="#">TGS-3DP</a>	G-FORCE SENSOR / ARBITRATOR VEHICLE U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 268.99 Discount %: 9.29%	17	243.99	4,147.83

Product Subtotal	95,886.97
Services Subtotal	3,148.23
TAX	0.00
<b>Total</b>	<b>99,035.20</b>

---

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

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8004674448 X 5290  
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**Terms of Delivery** : FOB DESTINATION  
**Currency**            : USD

Quotation	
<b>Quotation Number</b>	: 218075673
<b>Document Date</b>	: 18-JUL-2016
<b>PO Number</b>	: (50) CF-20 WITH DIVERSE COMPUTING
<b>PO Release</b>	:
<b>Sales Rep</b>	: Ashley McDonald
<b>Email</b>	: <a href="mailto:ASHLEY.MCDONALD@INSIGHT.COM">ASHLEY.MCDONALD@INSIGHT.COM</a>
<b>Telephone</b>	: 8004674448
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In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with U.S. Communities. Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">CF-20C5-01VM</a>	Public Sector Specific - Premium, Win10 Pro, Intel Core m5-6Y57 1.10 GHz, vPro, 10.1" WUXGA 10-pt Gloved Multi Touch+Digitizer, 8GB , 256GB SSD, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Ch1:WWAN/Ch2:WWAN), 4G LTE Multi Carrier (EM7355), Webcam, 8MP Cam, Bridge Battery, Emissive Backlit Keyboard, Toughbook Preferred, 3 Year Public Sector Service and Support Package U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 3649.99 Discount %: 16.44%	50	3,050.00	152,500.00
<a href="#">CF-CDS20VM02</a>	Panasonic CF-CDS20VM02 - port replicator U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 949.99 Discount %: 27.22%	50	691.43	34,571.50
<a href="#">CF-LNDDC120HW</a>	LIND - power adapter - car - 120 Watt U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644) List Price: 164.99 Discount %: 29.23%	50	116.77	5,838.50
<a href="#">NON_STOCK_ITEM</a>	NON STOCK ITEM - DYNAMICALLY MODIFIED OPEN MARKET Please note this line is contingent upon acceptance of an Insight and Diverse vendor contract.	1	11,500.00	11,500.00

Product Subtotal	204,410.00
TAX	0.00
<b>Total</b>	<b>204,410.00</b>

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**PURCHASE ORDER REQUIREMENTS:**

Quote Number:218075673

Purchase Order Number: \_\_\_\_\_

Authorized by/Title: \_\_\_\_\_ (please print)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald  
8004674448  
[ASHLEY.MCDONALD@INSIGHT.COM](mailto:ASHLEY.MCDONALD@INSIGHT.COM)  
Fax 4807608991

Antoinette D'Estries  
8004674448  
[TONI.DESTRIES@INSIGHT.COM](mailto:TONI.DESTRIES@INSIGHT.COM)  
Fax 4807608991

U.S. Communities IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the U.S. Communities Technology Products, Services, Solutions & Related Products and Services Contract.

This competitively solicited contract is available to participating agencies of the U.S. Communities Government Purchasing Alliance. U.S. Communities assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at: [https://www.ips.insight.com/en\\_US/help/product-returns-terms-and-conditions.html](https://www.ips.insight.com/en_US/help/product-returns-terms-and-conditions.html)



September 1, 2016

**CONSENT AGENDA**

**HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:**

**Re:** The purchase of Three (3) 27-yard refuse trucks and packers

As an item for the consent agenda of August 18, 2016, it is recommended that the City Council amend the contract with Mack of Nashville to purchase three (3) additional 27-yard refuse trucks and packers.

At its May 12, 2016 meeting, City Council awarded a bid to Mack of Nashville for the purchase of five (5) 27-yard refuse trucks and packers. One requirement of the Invitation to Bid is that the price be good for one year from the date of award. The contract for this purchase was executed on July 8, 2016. The Solid Waste Department has placed an order for (5) 27-yard refuse trucks and packers.

**Fiscal Impact**

The 2014 Capital Improvement Plan included funding in the amount of \$1,300,000.00 for the purchase of three automated side loaders.

The total purchase price is \$968,400 which is under budget by \$331,600.

**Recommendation**

It is recommended that the City purchase (3) additional 27 yard refuse trucks and packers from Mack of Nashville.

Sincerely,

Joey Smith

**Solid Waste Department**

4765 Florence Road \* Murfreesboro, Tennessee 37129 \* Phone 615 893 3681 \* Fax 615 904 6541  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

**ORDINANCE 15-OZ-66** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 6 acres along Spike Trail and Maya Drive (Foxfire Court) as Planned Residential Development (PRD) District simultaneous with annexation; Ole South Properties, Inc., applicant. [2016-419]

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map be zoned and approved as Planned Residential Development (PRD) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and the conditions and stipulations referenced in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission be and it is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

1<sup>st</sup> reading \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

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

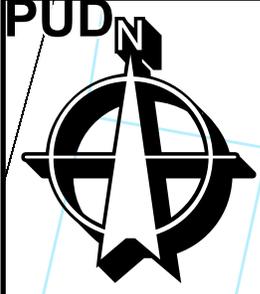
ATTEST:

APPROVED AS TO FORM:

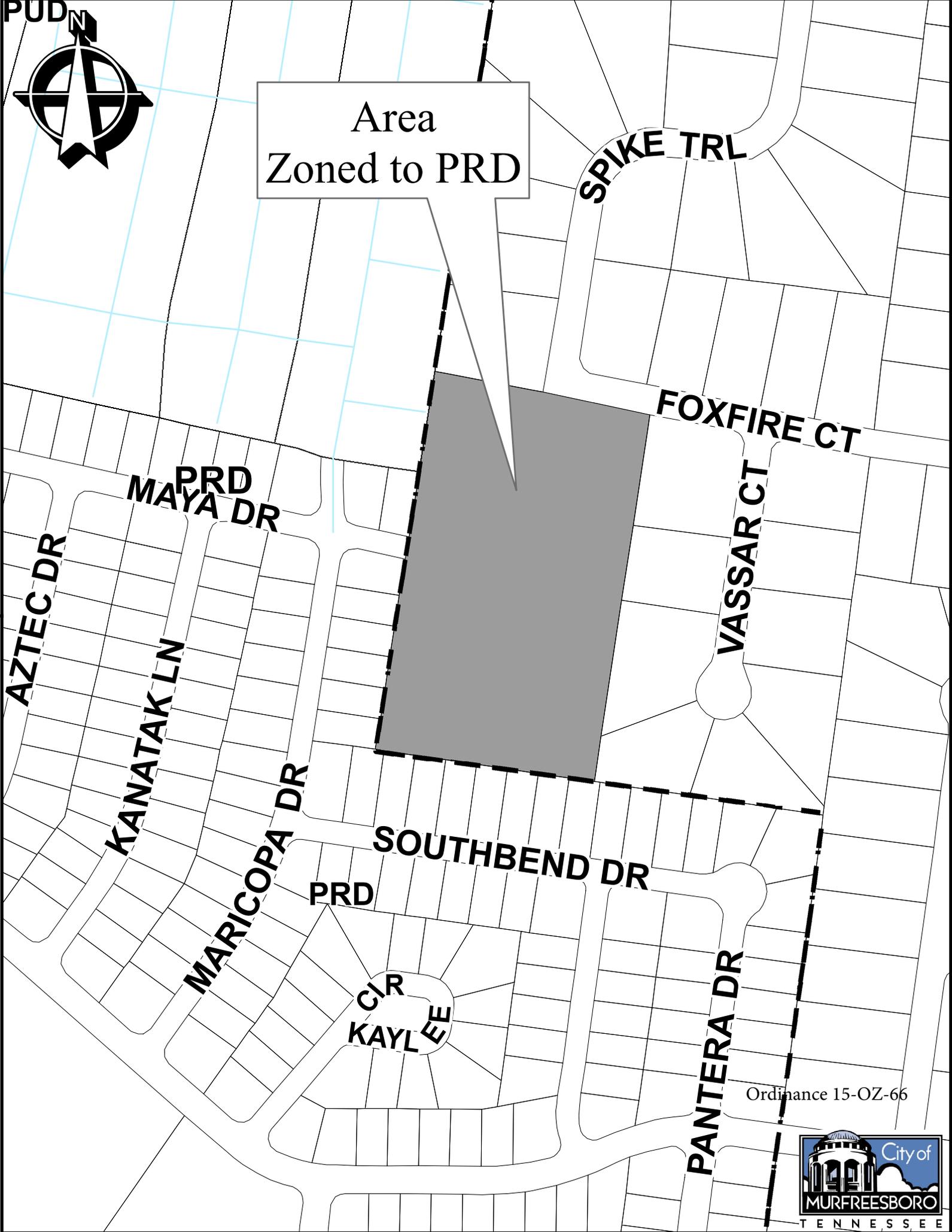
\_\_\_\_\_  
Melissa B. Wright  
City Recorder

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

SEAL



Area  
Zoned to PRD



Ordinance 15-OZ-66



# City of Murfreesboro

## Request for Certificate of Compliance for Retail Liquor Store

Summary of information from the application:

### Owners/Partners/Stockholders/Officers:

<b>Name</b>	Ansuya Desai
<b>Age</b>	51
<b>Home Address</b>	1510 Demonbreun St., Apt. 1102
<b>Residency City/State</b>	Nashville, TN
<b>Race/Sex</b>	Asian/F

### 10 Year Background Check Findings:

City of Murfreesboro:	None
Rutherford County:	None
Nashville Criminal Court:	None

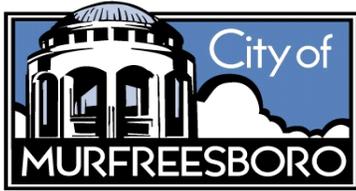
<b>Name of Business Entity</b>	N/A
<b>Name of Business</b>	Boro's House of Booze
<b>Business Location</b>	902 Memorial Blvd.

### Type of Application:

<b>New Location</b>	_____
<b>Ownership Change</b>	_____ X _____
<b>Name Change</b>	_____ X _____
<b>Renewal</b>	_____
<b>Corporation</b>	_____
<b>Partnership</b>	_____
<b>Sole Proprietor</b>	_____ X _____

<b>Application Completed Properly?</b>	Yes
--	-----

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



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

PAM RUSSELL, SHRM-CP  
ASSISTANT 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: [prussell@murfreesborotn.gov](mailto:prussell@murfreesborotn.gov)

September 1, 2016

## REGULAR AGENDA

HONORABLE MAYOR AND MEMBERS OF MURFREESBORO CITY COUNCIL

RE: Employee Wellness & Reward Program

### **Background**

In 2012 the City of Murfreesboro contracted with Interactive Health Solutions (IHS) to provide employee health risk assessments and a comprehensive wellness exam on a volunteer bases for all employees, spouses, and retirees on an annual basis. Participation in the plan has decreased annually.

One June 23, 2016, a Request For Competitive Sealed Proposal (RFCSP) was issued for a qualified company to provide the City a voluntary wellness program with a goal of increasing employee participation through a program model that engages employees, incentivize participants year-round, integrates health outcomes, and connects with City-wide health and fitness initiatives.

On August 16, 2016 finalist interviews were conducted with three proposers. The committee scored each proposer and Humana Vitality scored the highest and is being recommended as the provider for the City's Employee Wellness Program. Humana Vitality offers employee health risk assessments, comprehensive wellness exams, and an employee rewards program.

### **Fiscal Impact**

The fiscal impact depends largely on the participation level of each employee. Employees can receive a medical benefits premium reduction of \$200.00 annually and rewards valuing up to \$300.00 annually. The per member per month (PMPM) cost is \$5.57 for an annual cost of \$66,840. Based on the City's wellness credit from BCBST, screenings, premium reductions, and rewards, the annual cost of the plan is estimated to be \$110,000.00. This estimate is less than half the cost for similar services with our current provider (IHS).

### **Concurrences**

Cowan Benefits Consultants, a Division of HUB International and the City Manager concur with this recommendation.

**Pg.2**

Employee Wellness & Reward Program

**9/1/2016 Regular Agenda**

**Recommendation**

By approving the Regular Agenda, City Council will approve the agreement with Humana Vitality January 1, 2017 until December 31, 2019.

Sincerely,

Pam Russell, SHRM-CP  
Assistant Human Resources Director

Cc: Jake Davis, Cowan Benefits Consultants, a Division of HUB International

**Attachments**

- A. Wellness Service Agreement
- B. Business Associate Agreement
- C. Fee Proposal

**AGREEMENT BETWEEN  
CITY OF MURFREESBORO  
AND  
HARRIS, ROTHENBERG INTERNATIONAL INC. D/B/A HUMANA WELLNESS  
FOR  
EMPLOYEE WELLNESS SERVICES**

This Agreement is entered into and effective as of the \_\_\_\_ day of August 2016, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee ("the City") and Harris, Rothenberg International Inc., d/b/a Humana Wellness, a wholly-owned subsidiary of Humana Inc. (hereinafter "**Humana Wellness**"). This Agreement consists of the following documents:

- This document;
- Request for Competitive Sealed Proposal (the "RCSP"), issued June 23, 2016;
- Humana Wellness's Proposal, dated July 27, 2016 ("Humana Wellness's Proposal"); and
- Any properly executed amendment(s) or Statement(s) of Work to this Agreement.

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

- First, any properly executed amendment or Statement(s) of Work to this Agreement (most recent amendment or Statement of Work given first priority);
- Second, this Agreement, including Exhibits A and B;
- Third, the RFCSP; and
- Lastly, Humana Wellness's Proposal.

## **1. DEFINITIONS**

In addition to the definitions provided throughout this Agreement, the following capitalized terms have the meanings provided below:

1.1. "**Affiliate**" means, when used with reference to a specified Person, any Person that directly or indirectly controls or is controlled by or is under common control with the specified Person. A Person shall be deemed to control an entity if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

1.2. "**Covered Person**" means an individual natural person residing within the Territory whom the City designates as eligible to receive Wellness Services under this Agreement.

1.3. "**Humana Wellness Property**" means, collectively: (i) any and all systems, hardware, software, networks, online platforms, online resources, online content, applications, source codes, specifications, templates, modules, devices, equipment, documents, articles, presentations, newsletters, reports, images, videos, audio files, artwork and any and all other materials whether in electronic or hardcopy format or other property owned, licensed, leased, produced, designed, created or used by Humana Wellness as of the Effective Date or thereafter, whether for purposes of providing the Wellness Services pursuant to this Agreement or for any other purpose; (ii) all Proprietary Information of Humana Wellness; and (iii) any and all Intellectual Property in any of the foregoing or related thereto.

1.4. "**Intellectual Property**" means all intellectual property rights (including all copyrights, patents, trademarks, trade secrets, industrial designs and know how) and all applications, continuations, extensions, notices, licenses, sublicenses, agreements and registrations thereof in any jurisdiction.

1.5. "**Person**" means a natural person or a corporation, partnership, limited liability company, trust, association or other entity, as the context requires or permits.

1.6. **“Proprietary Information”** means all information related to the business and operations of a Party, its parent company and its subsidiaries and affiliated companies and its or their clients, members and/or enrollees. Such information may be obtained from any source, whether written or oral, as well as all information contained on a Party’s mainframe, networks, LANs and workstations, including all software, middleware, firmware, groupware and licensed internal code, whether owned or licensed currently or in the future, which could be accessed by the City’s personnel by any direct or remote access method. Proprietary Information does not include information that: (a) has been previously published or is now or becomes public knowledge through no fault of the other Party; (b) can be established by documentary evidence to have been in the lawful possession of the other Party at the time of disclosure; (c) can be established by documentary evidence to have been made available to the other Party, without restriction on disclosure, by a third Party not under obligation of confidentiality with respect to the disclosed information; (d) can be established by documentary evidence to have been independently developed by the other Party; (e) constitutes know-how which in the ordinary course becomes indistinguishable from the know-how of the other Party; or (f) is in response to a valid order by a court of competent jurisdiction or otherwise required by law (in which case the other Party shall provide prompt written notice to the disclosing Party affording the disclosing Party the opportunity to challenge such order or legal requirement). Humana Wellness’s Proprietary Information also includes but is not limited to any information relating to the pricing, software or technical information, hardware, methods, processes, financial data, lists, apparatus, statistics, program, research, development or related information of Humana Wellness, its parent company, its subsidiaries or an Affiliate or its clients, patients, members and/or enrollees concerning past, present or future business activities of said entities.

1.7. **“Territory”** means the United States of America.

## **2. SCOPE OF SERVICES**

From time to time the Parties shall execute statements of work describing the services to be provided by Humana Wellness under this Agreement (each a “Statement of Work” or collectively, the “Statements of Work”). The services described in such Statements of Work shall be collectively referred to as the “Wellness Services.” The Parties shall be bound by any additional terms and conditions within a Statement of Work. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of the Statement of Work shall govern with respect to Wellness Services under such Statement of Work.

## **3. RESPONSIBILITIES OF CITY**

3.1. **PROVISION OF ELIGIBILITY AND ENROLLMENT DATA AND INFORMATION TO HUMANA WELLNESS.** The City shall provide Humana Wellness with eligibility data for Covered Persons (hereinafter referred to as an “Eligibility File”) in a form specified by Humana Wellness and at a frequency mutually agreed upon by the Parties. The Eligibility File shall contain the necessary information as reasonably required by Humana Wellness to verify the identity of Covered Persons and to administer the Wellness Services. Eligibility information shall be submitted by the City to Humana Wellness via secure file transfer protocol (SFTP), secure email or uploaded directly to Humana Wellness’s online web portal. Required Eligibility File information includes, but is not limited to, the full name, address, date of birth, and unique identifier for each Covered Persons. The City shall update its Eligibility File listing of all Covered Persons to serve as notice to Humana Wellness of any additions, changes, deletions or modifications to the list of Covered Persons. Without limiting the generality of the foregoing, the City shall immediately notify Humana Wellness in writing in the event that (a) the City desires to make Wellness Services available to any entity or individual located or residing outside of the Territory; or (b) any eligible recipient of Wellness Services as indicated in an Eligibility File ceases to reside within the Territory. Humana Wellness shall be entitled to rely on the accuracy and completeness of the Eligibility File in providing the Wellness Services. Humana Wellness shall promptly implement such updated information in providing the Wellness Services. Notwithstanding the foregoing, in no event shall Humana Wellness be required to revise the eligibility of a Covered Person more than thirty-one (31) days retroactively from the date the City first notifies Humana Wellness of such Covered Person’s eligibility via the Eligibility File.

3.2. **PROVISION OF OTHER DATA AND INFORMATION TO HUMANA WELLNESS.** The City shall, at no cost to Humana Wellness, provide or arrange for Humana Wellness to have access to relevant claim information and other information pertaining to Covered Persons required by Humana Wellness to provide the Wellness Services under this Agreement, in a format and frequency prescribed by Humana Wellness. The release of

such information by the City to Humana Wellness shall be pursuant to an executed HIPAA Business Associate Agreement substantially in the form of **Exhibit A** hereto, if applicable, and shall be subject to the terms and conditions provided therein.

3.3. **CITY COOPERATION.** The City understands and agrees that Wellness Services may be provided, at Humana Wellness's discretion, by Humana Wellness Affiliates, contractors, and vendors. The City shall cooperate fully with Humana Wellness and Humana Wellness's Affiliates, contractors, and vendors in implementing and fulfilling the obligations under this Agreement, including but not limited to, communicating with, and encouraging participation from, Covered Persons regarding the Wellness Services.

3.4. **COMPLIANCE WITH LAWS.** The City is responsible for compliance with all applicable provisions of law addressing the City's duties with respect to the Wellness Services. This includes, without limitation, compliance with all legal reporting and disclosure requirements, adoption and approval of all required documents respecting the program and compliance with state escheat and unclaimed or abandoned property laws. Humana Wellness shall not be responsible or ultimately liable for the City or any other Person or Party's obligation to comply with applicable law.

3.5. **COOPERATION WITH HUMANA WELLNESS.** The City agrees to cooperate with Humana Wellness in complying with state and/or federal laws, rules and regulations and accreditation requirements to which Humana Wellness is or may be subject and not place Humana Wellness in jeopardy of non-compliance by action or inaction.

#### **4. RESPONSIBILITIES OF HUMANA WELLNESS**

4.1. **PROVISION OF WELLNESS SERVICES.** Humana Wellness shall provide the Wellness Services provided in the Statement(s) of Work executed pursuant to Section 2 of this Agreement. Unless otherwise specified in any such Statement of Work, Human Wellness shall provide the services in accordance with terms of this Agreement and the RFCSP.

#### **4.2. INDEMNIFICATION.**

4.2.1. Humana Wellness shall indemnify, defend, and hold harmless the City, its affiliates and permitted assigns (and all officers, directors, employees and agents thereof) (collectively, the "**City Indemnitees**") from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, suits, causes of action, costs, expenses, and/or damages which the City Indemnitees may suffer, incur, be responsible for, or pay out (either individually or collectively) as a result of claims brought by third-parties, governmental entities, or Humana Wellness's employees or representatives -- including but not limited to such claims alleging injuries (including death) to any person, damage or loss to any property or property rights, or any actual or alleged violation of applicable federal, state or local statutes, ordinances, orders, rules, or regulations of any governmental entity or agency -- caused directly by or directly arising from or out of: (a) Humana Wellness's breach of this Agreement; or (b) any willful, negligent, wrongful, or illegal acts or omissions of Humana Wellness, its employees, agents, representatives and/or subcontractors. Humana Wellness's obligations to defend and indemnify the City Indemnitees under this Section shall be reduced by the proportionate extent, if any, that the indemnified claim arises from the negligent act or omission or intentional misconduct of the applicable the City Indemnitee(s). Humana Wellness's indemnity liability under this Section, including indemnification of attorneys' fees and other defense costs, shall be limited to one million dollars (\$1,000,000) for any single qualifying occurrence and two million dollars (\$2,000,000) aggregate during the Term of this Agreement (the "**Indemnity Caps**").

4.2.2. If a claim covered by the foregoing indemnities is asserted against the City, the City shall promptly give Humana Wellness written notice thereof. The City shall extend its full cooperation in connection with the defense provided by the Humana Wellness, subject to reimbursement for all reasonable out-of-pocket expenses incurred by the City in providing such cooperation. If Humana Wellness fails to defend a claim within a reasonable time, which time shall not extend beyond the date the City is required to file an answer or other responsive pleading to the pending claim, the City shall be entitled to assume defense of the claim and the Human Wellness shall be bound by the results obtained by the City with respect to such claim.

#### 4.3. COPYRIGHT, TRADEMARK, SERVICE MARK, OR PATENT INFRINGEMENT.

4.3.1. In addition to its duties set forth in section 4.2, Humana Wellness shall defend any suit which may be brought against the City to the extent that such suit is based on a claim that the products or services furnished infringe a copyright, trademark, service mark, or patent. Humana Wellness will indemnify and hold harmless the City against any award of damages and costs made against the City arising from any such suit.

4.3.2. In the event of any such suit, the City will provide Humana Wellness immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Humana Wellness to do so.

4.3.3. The City reserves the right to participate in the defense of any such action. Humana Wellness 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 Humana Wellness; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City only upon approval by the Murfreesboro City Council.

4.3.4. 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 the Humana Wellness's obligation to satisfy the final award, Humana Wellness may at its option and expense:

- a. Procure for the City the right to continue using the products or services;
- b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing; or
- c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Humana Wellness will not exercise this option until Humana Wellness and the City have determined that each of the other options are impractical.

4.3.5. Humana Wellness shall not be liable to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or otherwise approved by the Humana Wellness, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

#### 4.4. INSURANCE.

4.4.1. Humana Wellness shall maintain at least the following commercial insurance policies for the duration of the Contract in the amounts specified:

- a. Workers' compensation and employer's liability insurance, complying with the applicable state and federal laws and with a limit of at least \$1,000,000 per occurrence;
- b. Comprehensive general liability insurance, including blanket contractual, broad form property damage, completed operations, and independent contractor's liability, applicable to personal injury, bodily injury, and property damage to a limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate;
- c. Comprehensive automobile liability insurance, covering owned, hired, and non-owned automobiles, for bodily injury and property damage to a combined single limit of at least \$1,000,000 each occurrence;
- d. Professional liability (errors and omissions) insurance affording professional liability insurance to a limit of at least \$1,000,000 per occurrence, and \$1,000,000 aggregate.

- e. Technology Errors and Omissions and/or Cyber insurance, covering claims of data breach and loss of personally identifiable information, to a limit of at least \$1,000,000 each claim, and \$2,000,000 aggregate.

4.4.2. Humana Wellness must provide City with the required insurance certificates and endorsements. In addition, Humana Wellness shall name the City as an additional insured under its comprehensive general liability insurance. Such documentation shall be provided at the time of contract execution.

4.4.3. Humana Wellness shall provide and/or shall require its insurance carrier(s) to provide the City with at least ten (10) days prior written notice of any non-renewals, cancellations or modifications resulting in a decrease and/or limitation of the above-required insurance policies.

4.4.4. Humana Wellness shall require all subcontractors or independent contractors performing services or products in connection with the operations under this contract to maintain insurance coverage that meets the requirements set forth in section 4.4.1

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

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

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

## 5. PRICING; PAYMENT TERMS

5.1. PRICING. Fees for the Wellness Services provided hereunder to the City ("Fees") shall be as set forth in **Exhibit B** hereto.

5.2. PAYMENT TERMS. The City shall pay the Fees on a monthly basis. Invoices will be delivered to the City by the 15th of each calendar month and payments shall be due and payable within thirty (30) days of the invoice date. Fees for any Custom Development Services (if applicable) will be invoiced upon completion of development work and/or as defined in the Statement of Work. Any delinquent payment under this Agreement shall bear interest from the due date until paid at a rate of 0.5% per month or the maximum allowable rate under the law, whichever is less.

## 6. TERM AND TERMINATION

6.1. TERM. The initial term of this Agreement (the "**Initial Term**") shall commence on the Effective Date and continue through December 31, 2019. This Agreement will automatically renew for up to two (2) additional one (1) year periods (each a "**Renewal Term**") on the same terms, conditions and provisions as contained herein,

together with any authorized and approved amendments hereto, unless Humana Wellness or the City provides written notice of non-renewal at least ninety (90) days' prior to the expiration of the then current Initial Term or Renewal Term. This Agreement's Initial Term and any subsequent Renewal Term(s) shall be referred to herein collectively as the Agreement's "**Term.**" Each Statement of Work may have a term that differs from the Agreement, and each Statement of Work may be terminated separately from the Agreement consistent with the termination rights provided in this Agreement or such Statement of Work.

6.2. **TERMINATION.** This Agreement, including all Exhibits and Statements of Work, may be terminated as follows, provided that additional termination rights may be provided for in each Statement of Work:

6.2.1. *Termination without Cause.* Notwithstanding anything to the contrary herein, this Agreement may be terminated by Humana Wellness or the City without cause by providing at least ninety (90) days prior written notice to the other. In the event that either Party terminates this Agreement without cause, Humana Wellness agrees: (i) if requested, to work with the City in the orderly transition of Covered Persons receiving Wellness Services to alternative programs; and (ii) further, that the City may begin to transition Covered Persons to alternative programs in the thirty (30) day period prior to the effective date of said without cause termination and payment to Humana Wellness for such Wellness Services will be adjusted accordingly. In addition, Humana Wellness and the City may terminate this Agreement at any time upon the mutual written agreement of the Parties.

6.2.2. *Termination for Cause.* Humana Wellness or the City may terminate this Agreement at any time upon delivery of a thirty (30) calendar day written notice to the other Party in the event of any fraud or material misrepresentation by the other Party. In addition, either Party may terminate this Agreement at any time upon delivery of a thirty (30) calendar day written notice to the other Party (the "Defaulting Party") in the event of any failure by the other Party to comply in any material respect with any material provision of this Agreement that is not cured in all material respects within the thirty (30) day notice period. Furthermore, Humana Wellness may immediately terminate this agreement if the City is more than forty-five (45) days past due on payments owed to Humana Wellness under this Agreement.

6.2.3. *Early Termination.* If the City terminates agreement without cause at any time during the initial twelve (12) months of the agreement, the City will pay Humana Wellness an early termination fee of three (3) times the monthly fees within thirty (30) days of the date of termination provided in Customer's notice to terminate this Agreement. Following the first twelve (12) months of this Agreement, either party may terminate this agreement at any time, without cause, upon at least ninety (90) days' prior written notice to the other party.

6.2.4. *Immediate Termination.* This Agreement may be terminated immediately and automatically, if either Humana Wellness or the City applies for or consents to the appointment of a receiver, trustee or liquidator, files a voluntary petition-in-bankruptcy, admits in writing its inability to pay its debts as they become due, makes a general assignment for the benefit of creditors, files a petition or an answer in any judicial proceedings seeking reorganization or arrangement with creditors or taking advantage of any insolvency law, or if an order, judgment or decree shall be entered against that Party by a court of competent jurisdiction on the application of a creditor of such Party, adjudicating such Party bankrupt or insolvent or approving a petition seeking reorganization of such Party or appointing a receiver, trustee or liquidator of such Party and such order, judgment, decree or proceeding is not dismissed or vacated within a period of sixty (60) consecutive days.

6.3. **SURVIVAL OF RIGHTS.** Termination of this Agreement shall not alter or impair any rights of either Party accrued under this Agreement through the date of termination.

6.4. **DATA TRANSFER.** Upon reasonable request by the City, upon termination of this Agreement (or prior to termination if required by law), Humana Wellness shall transfer all documentation of and/or data related to Wellness Services rendered to Covered Persons under this Agreement that was not otherwise previously provided to the City as permitted by law and/or under NCQA accreditation requirements.

## 7. LIMITATION OF LIABILITY.

7.1. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH CLAIM OF LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, AND EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.

7.2. This limitation of liability for Direct Claims shall not be construed so as to limit either Party's rights or obligations of indemnity for third party claims as set forth herein, which rights and obligations shall be governed exclusively by the provisions of section 4.2 and 4.3 and the separate Indemnity Cap set forth therein.

## 8. HEALTH CARE REGULATORY COMPLIANCE

8.1. HIPAA COMPLIANCE. If applicable, Humana Wellness shall at all times throughout the Term of this Agreement comply with and provide all Wellness Services hereunder consistent with the following standards as such standards are applicable to Humana Wellness: (a) all requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy and Security Regulations promulgated thereunder, (b) the Health Information Technology for Economic and Clinical Health Act of 2009 and the regulations promulgated thereunder (collectively, "HITECH Act"), and (c) all state data security and any other laws applicable to the provision of the Wellness Services hereunder. Contemporaneously with the execution of this Agreement, the Parties agree to execute a Business Associate Agreement in the form attached hereto as **Exhibit A**.

8.2. PRIVACY RULE COMPLIANCE. Both Parties will comply with all applicable provisions of HIPAA, including the privacy provisions, as such are implemented and revised from time to time. Both Parties further agree that they will: (a) not use or disclose any protected health information or de-identified protected health information (collectively "PHI") obtained or accessible by them as a result of their performance under the Agreement other than as permitted or required by this Agreement or by law; (b) use appropriate safeguards to prevent use or disclosure of such PHI except as permitted by the Agreement; (c) mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI in violation of the requirements of this Agreement; (d) report any use or disclosure of PHI not provided for in the Agreement of which they become aware; (e) ensure that Humana Wellness's subcontractors to whom they provide PHI, or who have access to PHI, agree to the same restrictions and conditions that apply with respect to such PHI; (f) make available PHI to any individual who has a right of access under local, state and/or federal law or regulation; (g) make available PHI for amendment and incorporate any amendments to PHI; (h) make available the information required to provide an accounting of disclosures; and (i) make its internal practices, books and records relating to the use and disclosure of PHI received or obtained, or created or received, available to the Secretary of the Department of Health and Human Services for determining Provider's compliance with federal regulations.

8.3. TRANSACTION AND SECURITY REGULATIONS COMPLIANCE. Both Parties shall comply with the Transaction Code Set Regulations. Upon the Effective Date, and for so long as any PHI is transmitted between the Parties using electronic media, both Parties shall protect the integrity, privacy and availability of such PHI by implementing appropriate and commercially reasonable administrative procedures, physical safeguards, technical security services and technical security mechanisms with respect to facilities and software and systems, all as required by, and as more specifically set forth in, the Federal Transaction Regulations and the Federal Security Regulations.

8.4. TERMINATION. In addition to other provisions of this Agreement relating to termination rights, the following shall apply:

8.4.1. In the event that either Party materially breaches any of the above provisions, or declines to implement any changes that are legally required to ensure compliance with HIPAA and related laws and regulations, the non-breaching Party may immediately terminate this Agreement with written notice to the breaching Party after providing at least a five (5) calendar day opportunity period to cure the breach.

8.4.2. At termination of this Agreement, for any reason, each Party will return or destroy any and all PHI received from the other Party in any form and retain no copies of such information or, if such return or destruction is not feasible, shall notify the other Party of the condition that makes the return or destruction of PHI not

feasible and shall extend the protections of this Section 11 to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible for so long as the other maintains such PHI. These provisions shall survive the expiration or termination of the Agreement for any purpose.

8.5. AMENDMENT. The Parties agree that if necessary, they shall amend this Section 8 of the Agreement to comply with or effectuate changes to, or the interpretation of, HIPAA, the HITECH Act and the regulations issued under them.

## **9. INTELLECTUAL PROPERTY USE AND OWNERSHIP**

9.1. INTELLECTUAL PROPERTY USE. Humana Wellness grants to the City, and the City accepts, a non-exclusive, non-transferable, revocable right to access and to use Humana Wellness Property, as applicable to Wellness Services provided under this Agreement. The City expressly acknowledges that Humana Wellness Property is provided under license to the City and that Humana Wellness Property is made available to the City and the City's Covered Persons only for the purposes stated in this Agreement and only during the Term of this Agreement. The City shall take reasonable security measures to prevent unauthorized access to or use of Humana Wellness Property and shall notify Humana Wellness in the event it identifies any unauthorized access or use.

9.2. RESTRICTIONS ON INTELLECTUAL PROPERTY USE. The City agrees not to reproduce Humana Wellness Property except as may be required for the sole purpose of accessing or using Humana Wellness Property pursuant to this Agreement. The City further agrees not to distribute or display Humana Wellness Property, to create derivative works based on Humana Wellness Property, or to access or use Humana Wellness Property in any manner not expressly permitted under this Agreement. The City agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or trade secrets from any software or proprietary materials of Humana Wellness and/or its subcontractors, lessors or licensors.

9.3. INTELLECTUAL PROPERTY OWNERSHIP. Each Party shall remain the owner of all Intellectual Property it owns prior to the Effective Date and that which it creates in the performance of its obligations under the Agreement. Humana Wellness and/or its subcontractors, lessors, and licensors are, and shall remain the sole and exclusive owner of their respective Humana Wellness Property and any and all components thereof, whether owned on the Effective Date or acquired thereafter. Upon the expiration or termination of the Agreement or applicable Statement of Work, as the case may be, the City shall promptly return to Humana Wellness (or at Humana Wellness's request, destroy), all such Humana Wellness Property in its possession or control.

## **10. NON-SOLICITATION**

The City agrees that during the Term and for a period of one (1) year from the date of termination of this Agreement (collectively, the "Restricted Period"), neither the City, nor the City's employees, officers, directors, agents or other representatives, individually or on behalf of any other person or entity, directly or indirectly, recruit, hire or engage any person who was an employee, consultant, sales representative, agent or independent contractor of Humana Wellness or its affiliates at any time during the Restricted Period or the one (1) year period immediately preceding the Effective Date, or entice or induce any of the foregoing, to work with, or otherwise provide services to, the City, any of the City's employees, officers, directors, agents or other representatives, or any affiliate of the City.

## **11. OTHER PROVISIONS**

11.1. AMENDMENTS. This Agreement may be amended at any time only by written agreement executed by authorized representatives of both Parties.

11.2. ASSIGNMENT. Neither Party shall assign or transfer this Agreement in whole or in part without the prior written consent of the other party which shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, Humana Wellness may assign this Agreement to a parent, an Affiliate or pursuant to a sale of all or substantially all assets without written consent or notice.

11.3. CONTRACT INTEGRATION. All Statements of Work, appendixes, exhibits to this Agreement, are hereby incorporated into this Agreement. This Agreement, including its Statements of Work, appendixes, exhibits, and any amendments, addenda, documents or other data attached hereto or incorporated herein constitutes the entire

understanding of the Parties with regard to the matters addressed by this Agreement and supersedes all prior and contemporaneous representations and understandings, whether oral or written, between Humana Wellness and the City.

11.4. **FORCE MAJEURE.** No Party to this Agreement shall be deemed to breach its obligations under this Agreement if that Party's failure to perform under the terms of this Agreement is due to any act of God, acts of the United States of America, any state, territory or political subdivision thereof or any government in which the Wellness Services are performed, riot, war, terrorism, or natural disaster. The Parties agree to take all reasonable steps to preserve their respective performance obligations hereunder.

11.5. **HEADINGS.** The headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement.

11.6. **INDEPENDENT CONTRACTOR STATUS.** Notwithstanding anything to the contrary herein, Humana Wellness and the City are independent parties contracting with the other solely for the purpose of effecting this Agreement. Nothing contained herein will in any way constitute any association, partnership, or joint venture between the Parties, or be construed to evidence the intention of the Parties to establish any such relationship. Neither Party will have the power to bind the other Party or incur obligations on the other Party's behalf without the other Party's prior written consent. Furthermore, except as otherwise provided in this Agreement, a Party shall become liable for any representation, act, or omission of the other Party.

11.7. **NOTICE.** All notices, requests, consents and other communications under this Agreement must be in writing and must be directed to the Parties at the addresses listed below, or to such other addresses the Parties may subsequently designate by written notice, and must be: (i) mailed by first class certified mail, return receipt requested; (ii) sent by Federal Express, United States Express Mail or similar overnight delivery or courier service, with signature required; or (iii) delivered (in person, or by a fax or email transmission) with printed confirmation of receipt (in the case of a fax transmission) or reply email confirmation (in the case of an email transmission).

*If to the City:* City of Murfreesboro  
Attn: City Manager  
111 West Vine Street  
Murfreesboro, TN 37130

*If to Humana Wellness:* Humana Inc.  
Attn: Jazmin Cruz  
100 William Street, 10<sup>th</sup> Floor  
New York, NY 10038

*Copy to:* Humana Inc.  
500 West Main Street  
Louisville, KY 40202  
Attention: Law Department

11.8. **PROMOTIONAL MATERIALS/USE OF NAME.** With the exception of Humana Wellness identifying Company as a client in its marketing materials during the term of the Agreement, neither the City nor Humana Wellness may use the others Parties name or any of their service marks in marketing material without the prior written consent of the other Party.

11.9. **GRATUITIES AND KICKBACKS.** It shall be a breach of City's ethical standards policies for Humana Wellness or any agent or employee thereof to offer, give, or agree to give to any City employee or former employee, or for any City employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, evaluation, recommendation, preparation of any part of a requirement or request, influencing the content of any amendment or Statement of Work relating to Agreement. A breach of these ethical standards may result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor for any City contract.

11.10. SEVERABILITY. The invalidity, illegality or unenforceability of any provisions of this Agreement, by statute, court or otherwise, shall not affect the validity, legality or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11.11. SURVIVAL OF TERMS. The provisions of this Agreement concerning complaints, Covered Person and office records, access to information, indemnification, insurance, and where applicable, Proprietary Information shall survive the termination of this Agreement by either Party for any reason. In addition, any other rights that should by their nature survive termination or expiration of this Agreement shall survive such termination or expiration.

11.12. WAIVER. Waiver, whether express or implied, of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent or continuing breach of the same provision. Neither failure nor delay on the part of any Party to exercise any right, remedy, power or privilege hereunder nor course of dealing between the Parties shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege. Furthermore, waiver of one of the remedies available to either Party in the event of a default or breach of this Agreement by other Party shall not at any time be deemed a waiver of a Party's right to elect such remedy(s) at any subsequent time if a condition of default continues or recurs. No course of dealing shall operate as a waiver or modification of any provision of this Agreement or otherwise prejudice such Party's rights, powers and remedies.

11.13. APPLICABLE LAW; VENUE. This Agreement shall be governed by and interpreted in accordance with applicable federal law and, to the extent such law does not apply, with Tennessee law without regard to the conflicts of law principles thereof. Any action between the Parties arising from this agreement may only be filed in a court whose jurisdiction includes Rutherford County, Tennessee.

This Agreement has been executed by the Parties' duly authorized representatives whose signatures appear below to be effective as of the Effective Date stated herein.

**City of Murfreesboro, Tennessee**

**Harris, Rothenberg International Inc.**

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

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

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

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

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

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

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

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

Approved as to form:

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

## EXHIBIT A: HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter "Agreement") is entered into by and among [Legal Name of Employer] ("Customer"), who maintains a health and wellness program ("Program") that is a signatory to this Agreement, and Harris, Rothenberg International Inc. d/b/a Humana Wellness ("Humana Wellness"), who is a provider of Wellness Services under the "Wellness Services Agreement". Any capitalized term used but not defined in this Agreement shall have the same meaning ascribed to such term in the Wellness Services Agreement.

This Agreement is effective the 1<sup>st</sup> day of [Month], 201[ ].

In consideration of the mutual promises below and the exchange of information described herein, the Parties agree as follows:

1. In connection with providing Wellness Services under the Wellness Services Agreement, Humana Wellness receives certain information relating to individuals of the Program ("Information"), some of which may constitute Protected Health Information (defined below). In this regard:
  - a. Definitions. The following terms shall have the meaning set forth below:
    - (1) ARRA. "ARRA" means the American Recovery and Reinvestment Act of 2009.
    - (2) C. F. R. "C. F. R." means the Code of Federal Regulations.
    - (3) Designated Record Set. "Designated Record Set" has the meaning assigned to such term in 45 C. F. R. 160.501.
    - (4) Discovery. "Discovery" shall mean the first day on which a Security Breach is known to Humana Wellness (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of Humana Wellness), or should reasonably have been known to Humana Wellness, to have occurred.
    - (5) Electronic Health Record. "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed and consulted by authorized health care clinicians and staff.
    - (6) Electronic Protected Health Information. "Electronic Protected Health Information" means information that comes within paragraphs 1 (i) or 1 (ii) of the definition of "Protected Health Information", as defined in 45 C. F. R. 160.103.
    - (7) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "Protected Health Information", as defined by 45 C. F. R. 160.103, limited to the information created or received by Humana Wellness from or on behalf of the Customer.
    - (8) Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 C. F. R. 164.501.
    - (9) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

- (10) Security Breach. “Security Breach” means the unauthorized acquisition, access, use or disclosure of Protected Health Information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Security Breach does not include:
- (i) any unintentional acquisition, access, or use of Protected Health Information by an employee or individual acting under the authority of Humana Wellness if:
    - (a) such acquisition, access or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with Humana Wellness; and
    - (b) such information is not further acquired, accessed, used or disclosed by any person; or
  - (ii) any inadvertent disclosure from an individual who is otherwise authorized to access Protected Health Information at a facility operated by Humana Wellness to another similarly situated individual at the same facility; and
  - (iii) any such information received as a result of such disclosure is not further acquired, accessed, used or disclosed without authorization by any person.
- (11) Security Breach Compliance Date. “Security Breach Compliance Date” means the date that is thirty (30) days after the Secretary publishes interim final regulations to carry out the provisions of Section 13402 of Subtitle D (Privacy) of ARRA.
- (12) Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 C. F. R. 164.304.
- (13) Unsecured Protected Health Information. “Unsecured Protected Health Information” means Protected Health Information that is not secured through the use of a technology or methodology specified by guidance issued by the Secretary from time to time.

b. The Parties acknowledge that Humana Wellness is a Wellness Services provider with respect to the Program under the Wellness Services Agreement. This Agreement pertains to Protected Health Information and Protected Health Information in the possession or control of Humana Wellness in connection with services provided under the Wellness Services Agreement, and in that respect complements or amends any provisions respecting confidentiality of Protected Health Information expressed in the Wellness Services Agreement. However, unless this Agreement specifically describes an administrative service and obligates Humana Wellness to provide it, nothing in this Agreement shall operate to modify or enlarge the scope of administrative services to be provided by Humana Wellness, which are otherwise described in the Wellness Services Agreement.

2. With respect to Protected Health Information, generally, the following provisions apply:
- a. The Parties acknowledge that in the course of performing their respective duties under the Wellness Services Agreement, they may acquire or obtain access to or knowledge of Protected Health Information. This information is at all times the property of the Customer and not Humana Wellness, even if it is received by Humana Wellness. Information of this nature that is received by Humana Wellness will be deemed to be information received on behalf of the Customer. However, information that is produced incidentally through application of the computer systems employed by Humana Wellness in the course of providing services under the Wellness Services Agreement will not be considered property of the Customer or any Covered Person, if it is not specific to the Program or not material to Program administration.
  - b. The Parties agree to cooperate in order to safeguard Protected Health Information to ensure that the information remains confidential and is not improperly disclosed. The Parties will make sure that individuals under their direct control, respectively, who perform functions that may bring those individuals into contact with Protected Health Information are made familiar with the confidentiality obligations set forth in this Agreement, appropriately trained in privacy policies directed at safeguarding against improper disclosure, and abide by those requirements as minimum safeguards against improper disclosure. The Parties acknowledge with respect to Protected Health Information that disclosure is improper if it is not allowed by law or made for any purpose other than Program administration or benefits delivery. Disclosure to individuals who perform Program-related functions under the auspices of the Customer or health care provider may be proper, if the disclosure is allowed by law and made for Program purposes. Furthermore, the Customer further represents and warrants that security controls, restrictive processes, and other appropriate safeguards have been put in place between the employer of a Covered Person and the Program to protect Protected Health Information from improper disclosure.
  - c. Humana Wellness will afford access to Protected Health Information or other personal information received by it to the Customer, as permitted under this Agreement and by law. Humana Wellness will afford access to this information to other persons only as reasonably directed in writing by the Customer, with due regard for confidentiality, and Humana Wellness shall have no further obligation with respect to that information. Except as provided in this Agreement, Humana Wellness will disclose Protected Health Information to a third party only if authorized by an ancillary agreement respecting confidentiality. Humana Wellness is directed to afford access to Protected Health Information to the persons listed in **Attachment A**, under circumstances where disclosure is appropriate and necessary.
  - d. In connection with performing its obligations under this Agreement, it may become necessary for Humana Wellness to disclose to the Customer, their designees or third parties under contract with either of them ("Recipients", for purposes of this Section) trade secret and/or proprietary information of Humana Wellness. The Customer agrees to safeguard and ensure the confidentiality of such trade secret and/or proprietary information, which shall include information relating to (i) the business of Humana Wellness, its Affiliates, their clients and representatives, (ii) third parties under contract with Humana Wellness, (iii) service provider arrangements or contracts, (iv) service provider network arrangements or contracts, and (v) documentation relating to the computer systems utilized by Humana Wellness.

- (1) Access to the trade secret and/or proprietary information described above will be permitted for Recipients only; it may be used by Recipients only in a manner necessary to accomplish the purposes described above with respect to Protected Health Information and other personal information; and it may not be disclosed to any third parties, including their employees that do not have a need to know, without authorization by Customer (except as may be required by order of a court or regulatory agency of competent jurisdiction). Access to such records or information does not constitute a transfer of ownership, permission to appropriate, or license to use the same for any purpose not contemplated under this Agreement.
    - (2) The Customer understands and agrees that the Customer (or its designee) must recognize and abide by restrictions upon disclosure of information and/or systems that are imposed by contracts between Customer and third parties or by law, regulation, or order of a court or regulatory agency.
  - e. Upon termination of this Agreement, records containing Protected Health Information in the possession of Humana Wellness will be either delivered to the Customer or destroyed when Humana Wellness's records retention obligations have been fulfilled. If such delivery or destruction is not feasible, the protections of this Agreement will continue to apply to those records and further uses and disclosures of the Protected Health Information or other personal information shall be limited to those purposes that make the return or destruction of the information infeasible.
  - f. The Customer and Humana Wellness agree that they will require other persons or entities that receive Protected Health Information and/or trade secret or proprietary information in connection with and as permitted by this Agreement to agree in writing to observe the protections described herein as minimum safeguards against improper disclosure of such information.
3. With respect to Protected Health Information, specifically, the following provisions apply:
- a. Humana Wellness and the Customer, intend to protect the privacy and provide for the security of Protected Health Information disclosed to Humana Wellness pursuant to this Agreement in compliance with HIPAA and the regulations promulgated thereunder by the U.S. Department of Health and Human Services, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations ("C. F. R."), as the same may be amended from time to time and other applicable state and federal laws, rules and regulations.
  - b. The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that further amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of Protected Health Information.

c. Obligation of Humana Wellness.

- (1) Permitted Uses and Disclosures. Humana Wellness may create, use and/or disclose Protected Health Information of Covered Persons pursuant to this Agreement provided that such use and/or disclosure would not violate the Privacy and Security Rules if done by Customer or the minimum necessary policies and procedures of the Program, for the proper management and administration of Humana Wellness or to carry out the legal responsibilities of Humana Wellness, provided that such disclosures are Required by Law, or Humana Wellness obtains reasonable assurances from the person to whom the information is disclosed that the Protected Health Information will remain confidential and used or further disclosed only as Required by Law or for the purpose for which the Protected Health Information was disclosed to the person, and the person notifies Humana Wellness of any instances of which the person is aware in which the confidentiality of the Protected Health Information has been breached.
- (2) Specific Use and Disclosure Provisions.
  - (i) Except as otherwise prohibited by this Agreement, Humana Wellness may use Protected Health Information for the proper management and administration of Humana Wellness or to carry out the legal responsibilities of Humana Wellness.
  - (ii) Except as otherwise prohibited by this Agreement, Humana Wellness may disclose Protected Health Information for the proper management and administration of Humana Wellness, provided that disclosures are Required by Law, or Humana Wellness obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Humana Wellness of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the Security Breach and Security Incident notifications requirements of this Agreement.
  - (iii) Except as otherwise prohibited by this Agreement, Humana Wellness may use Protected Health Information to provide data aggregation services to the Customer as permitted by 42 C. F. R. 164.504(e)(2)(i)(B).
  - (iv) Humana Wellness may use Protected Health Information to report violation of law to appropriate Federal and State authorities, consistent with 164.502 (j)(1).
- (3) Data Aggregation Services. For purposes of this Section, "Data Aggregation" means, with respect to Protected Health Information pertaining to Covered Persons in the possession of Humana Wellness by virtue of the Wellness Services Agreement, the combining of such Protected Health Information by Humana Wellness with the Protected Health Information received by Humana Wellness in its capacity as a Wellness Services provider of another Covered Entity, as that term is defined under HIPAA to permit data analyses that relate to the operations of the respective Covered Entities.

- (4) Safeguards. Humana Wellness shall use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as specifically provided for by this Agreement. Such safeguards shall at a minimum include: (i) a comprehensive written information privacy and security policy; and (ii) a program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Humana Wellness's operations and the nature and scope of his/her/its activities; and (iii) appropriate confidentiality agreements with all employees, subcontractors, independent contractors and any entity to which Humana Wellness has delegated or sub-delegated his/her/its rights, duties, activities and/or obligations under this Agreement which contain terms and conditions that are the same or similar to those contained in this Agreement.
- (5) Reporting of Disclosures and Mitigation. Humana Wellness shall provide written notice within five (5) calendar days to Customer of any use or disclosure of Protected Health Information other than as specifically provided for by this Agreement. Such notice shall be provided in the manner set out in this Agreement. Humana Wellness agrees to mitigate, to the extent practicable, any harmful effect that is known to Humana Wellness of a use or disclosure of Protected Health Information by Humana Wellness in violation of the requirements of this Agreement.
- (6) Contractors. It is understood and agreed that Humana Wellness shall maintain written confidentiality agreements with contractors, including without limitation subcontractors and independent contractors, as necessary to perform the services required under this Agreement, in a form consistent with, the terms and conditions established in this Agreement. Humana Wellness shall ensure that any agents, including subcontractors, to whom it provides Covered Person's Protected Health Information received from, created by, or received by Humana Wellness on behalf of the Program agree to the same restrictions and conditions that apply to Humana Wellness with respect to such Protected Health Information.
- (7) Availability of Information. Humana Wellness shall prepare, maintain and retain records relating to the use and disclosure of Protected Health Information in such form and for such time periods as required by applicable state and federal laws, rules and regulations, and in accordance with such standards. The Customer may obtain, copy and have access, upon reasonable request, to any administrative or financial record of Humana Wellness related to the use and disclosure of Protected Health Information. Copies of such records shall be provided to Customer by Humana Wellness upon reasonable request of Customer, which includes the scope of the request, at no additional cost to Customer.
- (i) Humana Wellness shall make Protected Health Information available to Customer as reasonably required to fulfill Customer's obligations to amend such Protected Health Information pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 C. F. R. Section 164.526 and Humana Wellness shall, as directed by Customer, incorporate any amendments to Protected Health Information into copies of such Protected Health Information maintained by Humana Wellness.

- (ii) If so directed by Customer, Humana Wellness will provide access to Protected Health Information by Covered Persons, provide copies of Protected Health Information to Covered Persons, and provide an accounting to Covered Persons or to the Customer, as directed by the Customer, of disclosures by Humana Wellness for purposes other than Program operation or delivery that are improper disclosures under HIPAA and the HIPAA Privacy Regulations, but only with respect to Protected Health Information in Humana Wellness's possession and under its control at the time of such disclosure.
  - (iii) However, Humana Wellness will not be responsible for determining the rights of Covered Persons to acquire access to Protected Health Information concerning them (whether or not such information is at any time in the possession of Humana Wellness).
- (8) Amendment of Protected Health Information. Humana Wellness shall make Protected Health Information available to the Customer as reasonably required to fulfill the Customer's obligations to amend such Protected Health Information pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 C. F. R. Section 164.526, and Humana Wellness shall, as directed by Customer, incorporate any amendments to Protected Health Information into copies of such Protected Health Information maintained by Humana Wellness. However, Humana Wellness will not be responsible for determining the rights of Covered Persons to modify Protected Health Information concerning them (whether or not such information is at any time in the possession of Humana Wellness).
- (9) Internal Practices. Humana Wellness shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, created by, or received by Humana Wellness on behalf of the Customer available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Humana Wellness's compliance with HIPAA and the HIPAA Regulations.
- (10) Notification of Breach. During the term of the Wellness Services Agreement, Humana Wellness agrees to report to the Customer any Security Breach of Unsecured Protected Health Information without unreasonable delay and in no case later than ten (10) calendar days after Discovery of a Security Breach. Such notice shall include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Humana Wellness, to have been, accessed, acquired, or disclosed in connection with such Security Breach. In addition, Humana Wellness shall provide any additional information reasonably requested by the Customer for purposes of investigating the Security Breach. Humana Wellness's notification of a Security Breach under this Section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

Breach notifications must be reported to the Customer by one (1) of the following methods:

By Mail:

By Phone:

By Email:

- (11) With respect to Electronic Protected Health Information, Humana Wellness shall implement and comply with (and ensure that its subcontractors implement and comply with) the administrative safeguards set forth at 45 C. F. R. 164.308, the physical safeguards set forth at 45 C. F. R. 310, the technical safeguards set forth at 45 C. F. R. 164.312, and the policies and procedures set forth at 45 C. F. R. 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Customer. Humana Wellness acknowledges that, effective the later of the Effective Date of this Agreement or February 17, 2010, (i) the foregoing safeguard, policies and procedures requirements shall apply to Humana Wellness in the same manner that such requirements apply to Customer, and (ii) Humana Wellness shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguard, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.
- (12) With respect to Electronic Protected Health Information, Humana Wellness shall ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.
- (13) Humana Wellness shall report to Customer any Security Incident of which it becomes aware.

d. Obligations of the Customer.

- (1) The Customer will use appropriate safeguards to maintain the confidentiality, privacy and security of Protected Health Information in transmitting same to Humana Wellness pursuant to the Arrangement and this Agreement.
- (2) The Customer shall notify Humana Wellness of any limitation(s) in the Customer's notice of privacy practices that the Customer produces in accordance with 45 C. F. R. 164.520 (as well as any changes to that notice), to the extent that such limitation(s) may affect Humana Wellness's use or disclosure of Protected Health Information.
- (3) The Customer shall provide Humana Wellness with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes affect Humana Wellness's use or disclosure of Protected Health Information.
- (4) The Customer shall notify Humana Wellness of any restriction to the use or disclosure of Protected Health Information that the Customer has agreed to in accordance with 45 C. F. R. 164.522, to the extent that such restriction may affect Humana Wellness's use or disclosure of Protected Health Information.

- e. Audits, Inspection and Enforcement. From time to time upon reasonable notice, or upon a reasonable determination by the Customer that Humana Wellness has breached this Agreement with respect to Protected Health Information, the Customer may inspect the facilities, systems, books and records of Humana Wellness to monitor compliance with this Agreement. Humana Wellness shall promptly remedy any violation of any term of this Agreement and shall certify the same to the Customer in writing. Waiver, whether expressed or implied, of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent or continuing breach of the same provision. In addition, waiver of one of the remedies available to either Party in the event of a default or breach of this Agreement by the other Party, shall not at any time be deemed a waiver of a Party's right to elect such remedy (ies) at any subsequent time if a condition of default continues or recurs.

To the extent that the Customer determines that such examination is necessary to comply with the Customer's legal obligations pursuant to HIPAA relating to certification of its security practices, the Customer or the Customer's authorized agents or contractors, may, at the expense of either of them, examine Humana Wellness's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to the Customer the extent to which Humana Wellness's security safeguards comply with HIPAA, the HIPAA Regulations or this Agreement.

#### 4. Termination.

- a. Material Breach. Notwithstanding anything to the contrary in the Wellness Services Agreement or this Agreement, a breach by Humana Wellness of any provision of this Agreement respecting Protected Health Information, as reasonably determined by the Customer, shall constitute a material breach of the Wellness Services Agreement providing grounds for immediate termination of the Wellness Services Agreement.
- b. Reasonable Steps to Cure Breach. Humana Wellness shall take reasonable steps to alleviate any potential, alleged or actual violations of permitted disclosures of Protected Health Information. If Humana Wellness's efforts are unsuccessful, Customer may: (i) terminate the Wellness Services Agreement immediately or (ii) if termination of the Wellness Services Agreement is not feasible, report Humana Wellness's breach or violation to the Secretary of the Department of Health and Human Services.
- c. Judicial or Administrative Proceedings. Either Party may terminate the Wellness Services Agreement, effective immediately, if: (i) the other Party is named as a defendant in a criminal proceeding for a violation of HIPAA or (ii) a finding or stipulation that the other Party has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which the Party has been joined.
- d. Effect of Termination. Upon termination of the Wellness Services Agreement for any reason, Humana Wellness shall return or destroy all Covered Person Protected Health Information or Protected Health Information created or received by Humana Wellness with respect to the Customer that Humana Wellness still maintains in any form, and shall retain no copies of such Protected Health Information or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such Protected Health Information to those purposes that make the return or destruction of such Protected Health Information infeasible. The Customer shall have the final determination on whether Humana Wellness may destroy documents as opposed to returning the originals.

5. Indemnification. The Customer and Humana Wellness will indemnify, hold harmless, and defend each other from and against any and all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in connection with: (i) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of a Party under this Agreement respecting Protected Health Information; and (ii) any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with the Party's performance under this Agreement.
6. Disclaimer. Humana Wellness makes no warranty or representation that compliance by Humana Wellness with this Agreement, HIPAA or the HIPAA Regulations will be adequate or satisfactory for the Customer's own purposes or that any information in the Customer's possession or control, or transmitted or received by the Customer, is or will be secure from unauthorized use or disclosure. The Customer is solely responsible for all decisions made by it regarding the safeguarding of Protected Health Information.
7. Assistance in Litigation or Administrative Proceedings. Humana Wellness shall make itself, and any subcontractors, employees or agents assisting Humana Wellness in the performance of its obligations under this Agreement, available, at no cost to the Customer, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Customer, or the Customer's directors, officers or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy attributable to Humana Wellness, except where Humana Wellness or its contractor, employee or agent is a named adverse Party.
8. No Third Party Beneficiaries. The Parties have not created and do not intend to create by this Agreement any third party rights under this Agreement, including but not limited to Covered Persons. There are no third party beneficiaries to this Agreement.
9. Receipt of Protected Health Information. Humana Wellness's receipt of Covered Person's Protected Health Information pursuant to the transactions contemplated by the Wellness Services Agreement shall be deemed to occur beginning on the execution date below, and Humana Wellness's obligations under this Agreement shall commence with respect to such Protected Health Information upon such receipt.
10. Interpretation. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations. In the event of any irreconcilable conflict between this Agreement and the Wellness Services Agreement as to the subject matter referenced herein, this Agreement shall control.
11. Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, the safeguarding of Electronic Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, both Parties agree to negotiate in good faith any necessary amendment of this Agreement. Such amendment shall not be effective until both Parties have agreed in writing to its terms.
12. Survival. The respective rights and obligations of Humana Wellness under Sections 4(d) of this Agreement shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

**Harris, Rothenberg International Inc.  
d/b/a Humana Wellness:**

**[Legal Name of Employer]:**

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

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

Name: Kristine Mullen

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

Title: Vice President, Wellness Strategies and Solutions

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

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

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

Address for Notice:

Address for Notice:

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COPY TO:

COPY TO:

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**Attachment A: Persons Authorized to Receive Protected Health Information on behalf of the Customer**

Individual's Name:  
Title:  
Company Name:  
Address:  
City / State / Zip:  
Telephone No.:  
FAX No.:  
E-Mail Address:

Individual's Name:  
Title:  
Company Name:  
Address:  
City / State / Zip:  
Telephone No.:  
FAX No.:  
E-Mail Address:

Individual's Name:  
Title:  
Company Name:  
Address:  
City / State / Zip:  
Telephone No.:  
FAX No.:  
E-Mail Address:

Individual's Name:  
Title:  
Company Name:  
Address:  
City / State / Zip:  
Telephone No.:  
FAX No.:  
E-Mail Address:

Individual's Name:  
Title:  
Company Name:  
Address:  
City / State / Zip:  
Telephone No.:  
FAX No.:  
E-Mail Address:

*Add additional names as necessary*

# City of Murfreesboro Proposal



**Effective Period:** 1/1/2017 Through 12/31/2019

**Please note all fees are quoted on a per member per month (PMPM) basis unless specified otherwise.**

**Multi-Year Admin Fee Schedule:**

	<b>PMPM</b>
<b>Total Administration Fee for HumanaVitality and Coaching:</b>	<b>\$3.50</b>

The following services are included in the monthly administration fee:

- Humana Wellness - Web and Telephonic Coaching which includes: Weight Management, Tobacco Cessation, Stress Management, Healthy Eating, Physical Activity, Cholesterol Management, Blood Pressure Management, Blood Sugar (Glucose) Management, Back Care, and Preventative Care.
- Designated implementation and account manager (including quarterly onsite meetings)
- Health Risk Assessment (HRA)
- Maintenance of the web portal and content
- Incentive design, management and fulfillment (Vitality Rewards)
- Cost of rewards provided by the HumanaVitality Jackpot
- Standard electronic communication materials, including pre-launch materials
- Call center administration and management
- Standard employee and employer reporting
- Support for the HumanaVitality Champ program
- Data feeds accommodating eligibility and partner network fitness centers
- Broad suite of online health improvement programs including calculators, campaigns, conversations and courses
- Downloadable self-submitted activity forms available for submission of all preventive activities
- Onsite employee education trainer days to support program launch

<b>*HumanaVitality HealthyFood (Optional Buy-up program):</b>	<b>\$0.36</b>
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<b>Total Administration Fee for HumanaVitality, Coaching, and Vitality HealthyFood:</b>	<b>\$3.86</b>
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<b>Vitality Bucks Estimated Average (Billed Monthly):</b>	<b>\$1.71</b>
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\*The Vitality Bucks average payment of \$1.71 PMPM is an estimation. Actual rewards payment will be calculated monthly based on actual results and outstanding balance is available monthly on billing statements. Reward cost increases with member engagement. Employer's that promote engagement in the program may realize higher actual reward costs.

**Caveats:**

- \*Administration Fees are not applied to children eligible to participate in the program.
- \*Administration Fee does not include the cost for biometric testing.
- \*Preferred partner retail biometric screen cost is \$50-\$60 per participant and will be billed back to customer.
- \*Custom reporting can be provided for \$150 per hour
- \*Additional fees apply for customized materials, printing, and mailing
- \*Group must have 1,000 or more employees to be eligible for inbound preventive file feed service
- \*HumanaVitality cannot accommodate customized communications for clients with less than 3,000 employees.
- \*The current HumanaVitality name and brand is in the process of an exciting innovation. Beginning January 1, 2017, HumanaVitality will become Go365TM by Humana.-
- \*-As we work through the transition, you may see references to the current program name, HumanaVitality, within these proposal documents.



... creating a better quality of life

September 1, 2016

## **REGULAR AGENDA**

Honorable Mayor and Members of City Council:

**RE: Item A: Approval to Hire EMS Medical Director**  
**Item B: Purchase of the Franklin Heights Public Housing Property**

### **Item A**

As an item for the agenda, it is the recommendation of the Fire Rescue Chief that City Council enter into a professional services agreement with Russell E. Galloway, M.D. to serve as the EMS Medical Director for the City of Murfreesboro Fire & Rescue Department.

### **Background**

MFRD transitioned from Medical First Responder to Basic Life Support (BLS) level of care during Fiscal Year 2015, which at the time included minimal skill advances. MFRD has purchased numerous medications and advanced medical equipment and is providing training to its providers for the delivery of much enhanced BLS services; additionally, Advanced Life Support (ALS) level services will be provided on several of our responding apparatus. The enhanced BLS delivery will begin immediately and will be completely implemented by October 1, 2016. Advanced Life Support services will be transitioned in over the next nine months and will be fully operational by July 1, 2017. These enhancements to our existing medical programs will greatly enhance our ability to care for patients with life threatening medical conditions and will improve patient outcomes.

State law requires that AEMTs and paramedics providing BLS level of care be supervised by a physician licensed to practice in the State of Tennessee of all medical aspects of patient care by MFRD licensed personnel. Russell E. Galloway, M.D. is a physician licensed to practice medicine in the State of Tennessee, certified in emergency medicine by the American Board of Emergency Medicine, and has the requisite experience, abilities, and resources to provide the medical direction and supervision required by law. Dr. Galloway currently serves as RCEMS's medical director.

### ***Selection Process***

This contract for professional services is exempt from the City of Murfreesboro's Procurement Code.

### **Fiscal Impact**

The annual cost of contractual services for Dr. Galloway is \$12,000.00 which is included in the FY17 operating budget.

**Concurrences**

The contract has been reviewed and approved by the Legal Department.

**Recommendation**

It is recommended that City Council enter into a professional services agreement with Russell E. Galloway, M.D. to serve as the EMS Medical Director for the City of Murfreesboro Fire & Rescue Department.

**Attachment**

Professional Services Agreement with Russell E. Galloway, M.D.

**Item B**

As an item for the agenda, it is the recommendation of the Police and Fire & Rescue Chiefs that City Council purchase the Franklin Heights Public Housing property for a new public safety training center for Police and Fire & Rescue.

**Background**

A plan to build a new public safety training center for Police and Fire & Rescue is included in the Capital Improvement Plan. The training center will include classrooms, training tower, K-9 facilities, area for driving and a city streetscape. Murfreesboro Housing Authority allowed MPD and MFRD to utilize the vacated Franklin Heights Public Housing property as a training ground. Staff realized that the site could be developed into a great full-time training center for the Police and Fire & Rescue Departments.

The City approached Murfreesboro Housing Authority about purchasing the property. The property was appraised on May 3, 2016 and the As Is Value is \$450,000. A Letter of Intent to purchase the property for \$450,000 was executed on June 6, 2016.

A special use permit and height variance application was submitted on Monday, August 8, 2016 to the Board of Zoning and Appeals (BZA) to convert the site to a Public Safety Training Facility. BZA approved the application on August 24, 2016.

**Fiscal Impact**

If approved, the funding for the purchase of this property will come from CIP.

**Recommendation**

It is the recommendation of the Police and Fire & Rescue Chiefs that City Council purchase the Franklin Heights Public Housing property for a new public safety training center for Police and Fire & Rescue.

Page 3  
Regular Agenda  
September 1, 2016

**Attachments**

Letter of Intent – Franklin Heights  
Contract for Conveyance of Real Estate

Respectfully submitted,

Mark Foulks  
Fire & Rescue Chief

C: Melissa Wright, City Recorder

**EMS MEDICAL DIRECTOR  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF MURFREESBORO, TENNESSEE  
AND  
RUSSELL E. GALLOWAY, M.D.**

This Professional Services Agreement (“Agreement”) is entered into by and between the **City of Murfreesboro, Tennessee** (“City”), a municipal corporation of the State of Tennessee, and **Russell E. Galloway, M.D.**, a medical doctor licensed to practice in the State of Tennessee (“Contractor” or “Medical Director”) for Contractor to perform the emergency medical service direction and supervision more particularly described herein. This Agreement shall be effective as of the date the last party to this Agreement executes it (“Effective Date”).

**RECITALS**

WHEREAS, the City, by and through the Murfreesboro Fire and Rescue Department (“MFRD”), operates a first responder service in accordance with Tenn.Comp.R. & Regs. § 1200-12-01-.14;

WHEREAS, the Rutherford County Emergency Medical Service (“RCEMS”) operates an advanced-life-support ambulance service; and

WHEREAS, the City has designated RCEMS as the primary provider of emergency medical transport services within the City; and

WHEREAS, the City and RCEMS have entered into an Interlocal Cooperation Agreement regarding the coordination of emergency medical service delivery within the City; and

WHEREAS, the City desires to expand the level of care provided through MFRD personnel licensed as either an emergency medical technician (“EMT”), advanced EMT (“AEMT”), or paramedic to the highest level authorized under such licensures by state law and the rules and regulations of the Tennessee Emergency Medical Services Board (“EMS Board”), *see* Tenn.Comp.R. & Regs. 1200-12-01-.01 *et seq.*; and

WHEREAS, state law requires that AEMTs and paramedics providing this level of care be supervised by a physician licensed to practice in the state of Tennessee of all medical aspects of patient care by MFRD licensed personnel; and

WHEREAS, Contractor is a physician duly licensed to practice medicine in the State of Tennessee, is certified in emergency medicine by the American Board of Emergency Medicine, and has the requisite experience, abilities, and resources to provide the medical direction and supervision required by law; and

WHEREAS, the Contractor currently serves as RCEMS’s medical director; and

WHEREAS, the City and Contractor desire to enter into this Agreement, as independent contractors, whereby Contractor will serve as the MFRD’s Emergency Medical Services Medical Director (“EMS Medical Director”) in accordance with the terms of and subject to the conditions of this Agreement;

WHEREAS, the City and Contractor have determined that it is in their mutual best interests, as well as the public’s best interest, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

**1. TERM OF AGREEMENT; RENEWAL.**

- 1.1. This Agreement shall remain in effect for an initial term of two (2) years beginning from the Agreement's Effective Date, and shall automatically renew for additional one-year terms thereafter, unless either party elects not to renew the Agreement as provided in subsection 1.1.
- 1.2. Either party may elect not to renew the Agreement for an additional term by providing written notice to the other party of such intent at least ninety (90) days before the end of the then current term.
- 1.3. This agreement shall automatically renew for additional terms of one (1) year each unless not less than ninety (90) days from the date of termination of this agreement either party gives notice in writing to the other that such party will not renew this agreement.

**2. RESPONSIBILITIES, REPRESENTATIONS, AND REQUIREMENTS OF MEDICAL DIRECTOR.**

- 2.1. Contractor shall serve as the MFRD's EMS Medical Director throughout the term of this Agreement.
- 2.2. Contractor certifies that he is presently a physician duly licensed to practice medicine in the State of Tennessee and is certified in emergency medicine by the American Board of Emergency Medicine. Contractor agrees that he will maintain such licensure and certification throughout the term of this agreement.
- 2.3. As the EMS Medical Director, Contractor shall:
  - 2.3.1. Provide off-line medical control services to include review/approval of the service EMS protocols, quality improvement (QI) reviews, personnel evaluations for clinical fitness for duty/coverage by medical malpractice, advice to MFRD regarding EMS and medical control, and other mutually agreed upon duties;
  - 2.3.2. Edit, revise, approve, and, as necessary, assist in the implementation and development of medical protocols and/or standing orders governing the delivery of pre-hospital care and medical aspects of patient triage, transport, transfer, dispatch, extrication, rescue, and radio-telephone-telemetry communication by MFRD personnel;
  - 2.3.3. Approve the level of pre-hospital care that may be rendered by each MFRD employee certified or licensed by the EMS Board, regardless of the employee's level of certification or licensures, before the certificant or licensee is permitted to provide the level of care permitted by such certification or licensure to the public;
  - 2.3.4. Review reports and run sheets for incidents;
  - 2.3.5. Assist the MFRD Assistant Chief for EMS in setting up and evaluating a continuous quality improvement program in accordance with the state and federal regulations;
  - 2.3.6. Participate in educational programs for the MFRD;

- 2.3.7. Advise the MFRD Chief, Deputy Chief, Assistant Chiefs, and City Manager on issues relating to the provision of quality emergency medical care by the agency's personnel;
  - 2.3.8. Assist in the planning and implementation of new/expanded programs that promote the public welfare and the welfare of the agency's personnel;
  - 2.3.9. Coordinate education and cooperation among MFRD, RCEMS, and St. Thomas Rutherford Hospital's Emergency Department;
  - 2.3.10. Provide other medical advisory services related to the first responder program and other programs of the agency as necessary;
  - 2.3.11. Act in the role of consultant for the Advanced Life Support personnel of the agency; and
  - 2.3.12. Assist in the coordination of research projects and their implementation to include the obtaining of grants.
- 2.4. The Contractor shall respond to and provide online medical control and/or triage services at the scene of certain emergency events upon the request of the MFRD Chief or the Chief's designee ("Specially Designated Emergencies"). Contractor shall be compensated for services rendered in connection with a Specially Designated Emergency in accordance with Subsection 4.3 of this Agreement. For purposes of this Agreement, Specially Designated Emergencies shall include, but are not limited to, the following:
- 2.4.1. Mass casualty incidents;
  - 2.4.2. Events resulting in a federal- or state-designated disaster declaration;
  - 2.4.3. Technical rescue events;
  - 2.4.4. Large-scale public events, whether planned or spontaneous, that present a potential threat to life, health, and/or safety; and
  - 2.4.5. Other major emergency incidents where the MFRD Incident Commander requests Contractor's presence.

**3. RESPONSIBILITIES AND ACKNOWLEDGMENTS BY CITY.**

- 3.1. In addition to the other duties and responsibilities set forth herein, the City shall:
- 3.1.1. Solicit the input of Contractor with regard to medical protocols, EMS procedures, employment qualifications, and quality assurance and improvement matters;
  - 3.1.2. Require all MFRD EMTs and Paramedics to possess a current and unrestricted license issued by the Tennessee Emergency Medical Services Board to practice out-of-hospital emergency care as an EMT or Paramedic;
  - 3.1.3. Require all MFRD EMTs and Paramedics to possess the skills necessary to deliver basic and advanced life support care;
  - 3.1.4. Provide and use a standard Patient Medical Data (PMD) run report as directed and approved by Contractor;

- 3.1.5. Provide administrative support to Contractor in the performance of his duties as medical director;
  - 3.1.6. Provide and maintain necessary medications and equipment on all MFRD EMS units;
  - 3.1.7. Provide Contractor timely access to and copies of all requested and relevant EMS records needed by Contractor to accomplish his duties and responsibilities, including but limited to, patient records, communication recordings, and pertinent employee records;
  - 3.1.8. Provide Contractor reasonable access to MFRD EMTs and Paramedics while such personnel are performing their duties for the purposes of observation, evaluation, and training; and
  - 3.1.9. Implement reasonable measures to prevent the unauthorized disclosure of quality assurance and improvement records and to maintain the confidentiality of such records to the fullest extent permitted by applicable law.
- 3.2. City acknowledges that Contractor provides medical director services for entities other than the City and that Contractor may continue to provide such services to other entities during the term of this Agreement.

#### **4. COMPENSATION; REIMBURSEMENT OF EXPENSES.**

- 4.1. In consideration of Contractor's satisfactory performance of the duties and responsibilities set forth herein, the City agrees to pay Contractor the sum of Twelve Thousand Dollars (\$12,000.00) per year, in twelve (12) equal monthly payments of One Thousand Dollars (\$1,000.00). Each monthly payment shall be made by the 15th day of the month.
- 4.2. Contractor shall not be reimbursed by the City for any expense incurred by Contractor in connection with the performance of this Agreement unless such expenses are authorized in writing by the MFRD Chief before Contractor incurs any such expense. In addition, any expense in excess of One Thousand Dollars (\$1,000.00) must be authorized in writing by the City Manager before the Contractor incurs any such expense. Notwithstanding the foregoing, where circumstances prevent prior-authorization of the expenses or where other good cause exists, the City Manager may authorize the reimbursement of Contractor's expenses after such expenses have been incurred.
- 4.3. In the event Contractor provides services in connection with a Specially Designated Emergency, the City shall pay Contractor One Hundred Fifty Dollars (\$150.00) for the first hour (or portion thereof) the Contractor is on scene and thereafter Thirty Dollars (\$30.00) for each additional fifteen (15) minutes the Contractor is on scene providing the requested services. Time spent on scene after the first hour shall be rounded (up or down) to the nearest fifteen (15) minutes. Requests for compensation pursuant to this section shall be submitted via written invoice. Such compensation shall be subject to verification by the MFRD Chief and the City Manager's approval, which shall not be denied absent good cause shown.

#### **5. TERMINATION OF AGREEMENT.**

- 5.1. *Termination without cause.* Either party may terminate this Agreement in its discretion and for its convenience upon no less than ninety (90) days' prior written notice to the other party. In the event of termination pursuant to this subsection, the Contractor shall be entitled to receive just

and equitable compensation for any satisfactory authorized work completed as of the termination date.

- 5.2. *Termination due to lack of funding.* Should funding for this contract be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
- 5.3. *Termination for cause.* Either party may terminate this Agreement if the other party in “material default” of the terms and conditions of this Agreement and such default is not cured within fifteen (15) days of written notice sent by the non-defaulting party in accordance with Section 17 of the Agreement and specifying the material default. For purposes of this Agreement, “material default” shall mean: (a) in the case of the City, failure to compensate Contractor in accordance with Section 4 of this Agreement; and (b) in the case of Contractor, substantial failure to fulfill Contractor’s obligations and duties set forth in Sections 2, 6, 7, 8, 9, 10, and/or 11.
- 5.4. *Termination upon Contractor’s death.* This Agreement shall terminate immediately upon the death of Contractor, after which, the City shall not be liable for any payments under this Agreement occurring thereafter.

## **6. INSURANCE.**

- 6.1. Contractor shall procure at his own expense and maintain at all times during the term of this Agreement medical professional liability (a/k/a medical malpractice) insurance, with coverage limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate, for errors and omissions. Such insurance policy shall be issued by a responsible insurance company licensed to do business in the State of Tennessee.
- 6.2. Upon Contractor’s execution of this Agreement and as reasonable requested thereafter by the City, Contractor shall provide the City with a Certificate of Insurance for Contractor’s medical professional liability insurance in a form acceptable to the City.

## **7. INDEMNIFICATION; HOLD HARMLESS.**

- 7.1. Contractor shall defend, indemnify and hold harmless City and its officers, agents and employees from:
  - 7.1.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor and/or Contractor’s agents in connection with the performance of the contract, and,
  - 7.1.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor and/or Contractor’s agents to observe applicable laws.
- 7.2. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, and agents and pay all judgments that shall be rendered in any such actions, suits, claims or demands against same alleging the liability referenced above, except where the proximate cause of such injury, damage or loss was the sole negligence of the City and its officers, employees, and agents.

## **8. MAINTENANCE OF RECORDS.**

Contractor shall maintain all records relating to Contractor’s work performed or money received under this Agreement for a period of at least three (3) full years from the date of their creation. Contractor

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.

## 9. COMPLIANCE WITH LAWS.

Contractor agrees to comply with any applicable federal, state and local laws and regulations.

## 10. NON-DISCRIMINATION.

10.1. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

10.2. Contractor further acknowledges that the City is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor specifically acknowledges and agrees as follows:

- **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**
- **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- **The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.”**

## 11. ETHICAL STANDARDS; CONFLICT OF INTEREST.

11.1. Contractor shall not participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore by or for the benefit of the City, where to Contractor's knowledge there is a financial interest possessed by:

11.1.1. Contractor or Contractor's immediate family;

11.1.2. A business other than a public agency in which Contractor or a member of Contractor's

immediate family serves as an officer, director, trustee, partner or employee; or

- 11.1.3. Any other person or business with whom the director or a member of contractor's immediate family is negotiating or has an arrangement concerning prospective employment.
- 11.2. Contractor shall not solicit, demand, accept or agree to accept from another person or entity, anything of a pecuniary value for or because of:
  - 11.2.1. An official action taken, or to be taken, or which could be taken by Contractor that in any way relates to the services to be provided under this Agreement;
  - 11.2.2. A legal duty performed, or to be performed, or which could be performed by Contractor that in any way relates to the services to be provided under this Agreement; or
  - 11.2.3. A legal duty violated, or to be violated, or which could be violated by Contractor that in any way relates to the services to be provided under this Agreement.
- 11.3. Anything of nominal value shall be presumed not to constitute a gratuity prohibited by subsection 11.2.
- 11.4. Contractor shall at no time receive any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associate therewith as an inducement for the award of a subcontract or order.

## **12. INDEPENDENT CONTRACTOR.**

Contractor will render all services as an independent contractor. Contractor will not be considered an employee of the City, nor will it be entitled to any benefits, insurance, pension, or workers' compensation as an employee of the City.

## **13. ASSIGNMENT; SUBCONTRACTS.**

- 13.1. Contractor will not assign or transfer any interest in this agreement without obtaining the prior written approval of the City.
- 13.2. Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

## **14. 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.

## **15. MODIFICATION; AMENDMENT.**

This Agreement 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.

**16. GOVERNING LAW; VENUE.**

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. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

**17. NOTICES.**

Any notice relative to any part of the Agreement shall be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by email accompanied by electronic confirmation of receipt, or by certified mail return receipt requested.

**17.1. 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  
*Email:* [rlyons@murfreesborotn.gov](mailto:rlyons@murfreesborotn.gov)

With a copy contemporaneously sent to:

Mark Foulks, Fire Chief  
Murfreesboro Fire & Rescue Department  
220 NW Broad St.  
Murfreesboro, TN 31730  
*Email:* [mfoulks@murfreesborotn.gov](mailto:mfoulks@murfreesborotn.gov)

**17.2. Notices to Contractor shall be sent to:**

*Contractor:* Russell E. Galloway, M.D.  
*Address:* 3014 Saint Johns Drive  
Murfreesboro, TN 37129  
*Email:* [russegalloway@gmail.com](mailto:russegalloway@gmail.com)

**18. 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.

**19. REQUIRED APPROVALS.**

Neither Contractor nor the City is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this agreement on its behalf, the date and year first above written in duplicate originals.

**CITY OF MURFREESBORO**

**CONTRACTOR**

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

\_\_\_\_\_  
Russell E. Galloway, M.D.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

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



... creating a better quality of life

June 6, 2016

Mr. Thomas Rowe  
Murfreesboro Housing Authority  
Murfreesboro, TN 37130

**RE: Letter of Intent – Franklin Heights**

Dear Mr. Rowe:

As you know, the City of Murfreesboro plans to build a new public safety training center for Police and Fire & Rescue. The City has considered several parcels and believes that the former Franklin Heights property would be a great location for the training center. Therefore, I am submitting this letter in order to express our mutual intent to move forward in the manner set forth below.

**Property**

Franklin Heights is located at 703 Bridge Avenue.

BG Jones & Company appraised the property on May 3, 2016 and determined the As Is Land Value if vacant is \$1,100,000 and the As Is Value is \$450,000.

The parties acknowledges that any descriptions or maps that are included or attached to the Letter are meant to be only illustrative of the Property's location and size. The final location of property boundaries that the City may purchase will be determined by a qualified surveyor on the City's behalf and at the City's expense.

**Seller**

Murfreesboro Housing Authority (the "Seller").

**Proposed Purchase Price**

The proposed purchase price is \$450,000. The Seller is not responsible for demolition of any buildings on the property.

**Use of the Property**

The City desires to develop a training center that will include classrooms, training tower, K-9 facilities, area for driving and a city streetscape.

**Council Approval**

This letter of intent is subject to the approval of the Murfreesboro City Council. If these terms and conditions are acceptable, please let me know and the City Attorney will draft a contract to be presented to City Council not later than June 30.

The City also requests a due diligence period of 90 days after a contract is executed to conduct a neighborhood meeting on the proposed use.

**Terms and Conditions**

Seller acknowledges that, as City Manager, I do not have the legal authority to bind the City of Murfreesboro to the purchase of the Property. I do, however, have the ability to recommend the purchase to the City Council and intend to do so.

Upon signing below, Seller agrees that for a period of 90 days it will negotiate exclusively with the City and in good faith for sale of the Property and to enter into a Purchase and Sale that is acceptable to both parties. The City may terminate discussions or negotiations at any time.

The Seller understands and accepts that this Letter does not establish any obligation on the part of the City to purchase the Property or to pay any expenses incurred by the Seller regardless of the outcome of any negotiations. Furthermore, the City does not pay real estate commissions and any obligation to a Broker, Realtor, or any other person or entity that arises as a result of a sale to the City is solely an obligation of the Seller.

The Seller will provide to the City without charge information that is pertinent to the City's potential purchase of the property, reasonable access to all parts of the property except currently inhabited residences, and a copy of any reports about the property that are in the Seller's possession or control.

Respectfully,



Robert J. Lyons, City Manager

Agreed to and Accepted by Seller

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

Print Name: \_\_\_\_\_

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

## CONTRACT FOR CONVEYANCE OF REAL ESTATE

This contract ("Contract") is entered into, as of the date of the last party to sign, by and between the CITY OF MURFREESBORO, a municipal corporation in Rutherford County in the State of Tennessee, ("City"), and the Murfreesboro Housing Authority ("Seller").

City agrees to purchase from Seller and Seller agrees to sell to City that certain real property located in the City of Murfreesboro, Rutherford County, Tennessee, identified as Tax Parcel 102B C 00100 according to the Assessor of Real Estate for Rutherford County, with a street address of 703 Bridge Avenue, containing approximately 8.9 acres and more particularly described in Exhibit A attached hereto and incorporated by reference (the "Property"), upon the following terms and conditions:

1. The purchase price for the Property shall be \$450,000, payable in good funds by the City at the Closing.
2. The Closing shall take place on or before October 15, 2016, unless an extension is agreed upon in writing by the parties. At the Closing:
  - a. Seller shall deliver a General Warranty Deed to the Property in form and substance acceptable to the City along with possession of the property.
  - b. City may, at its option and at its cost, obtain a policy of Title Insurance from a company of City's choosing assuring good, sufficient and marketable title to the Property subject only such Exceptions as have been accepted in writing by the City.
  - c. Seller shall pay the cost of preparing and obtaining any releases or other such documents necessary for Seller to be able to provide good title.
  - d. Taxes for the year of sale shall be prorated to the Closing Date.
  - e. The City shall deliver its check representing the balance of the purchase price as same may be adjusted by any closing items.
  - f. The City shall pay the cost of preparing and recording the General Warranty Deed.
  - g. Other Closing costs will be paid in accord with usual commercial real estate practices.

h. Each party will deliver such other documents or certificates as may be necessary to effectuate the transaction

3. Within 15 days after the date of the last party to sign, City will obtain a Title Binder from a title company of City's choosing, along with copies of all documents that appear as exceptions to or encumbrances ("Exceptions") to or upon the title. City shall have 15 days after receipt of the Title Binder to object to any of the Exceptions. If the City objects to any such Exception, and if Seller cannot or elects not to cure same, the City may, at its sole option, terminate this Contract.

4. The City shall have ninety (90) days after the date of the last party to sign to conduct due diligence with respect to the Property. The City, its agents, contractors and representatives shall have the right to enter the property during the due diligence period for appropriate testing and analysis including, but not limited to, the following:

- a. General site inspections;
- b. Topographic and boundary surveys;
- c. Geotechnical surveys;
- d. Water, sewer, and electrical availability assessments;
- e. A Phase I environmental assessment, or equivalent;
- e. Such other testing or inspection as the City may deem appropriate.

Core drilling associated with the geotechnical survey will be done when the ground is dry enough so the equipment will not unduly damage Seller's land. The City will be solely responsible for the costs of the above referenced inspections, tests and studies, and any other inspections, tests, or studies the City may elect to obtain, on or related to the Property. The Seller will not be responsible or liable for any of such costs or for any injuries that might occur during the course of any such inspections, tests or studies. Each firm retained by the City shall be responsible for its own representatives.

5. In the event that the City discovers conditions or circumstances during the course of its due diligence which are unacceptable to the City ("Objections"), the City shall promptly notify Seller in writing. If the City gives notice of an Objection, and if Seller cannot or elects not to cure same, the City may, at its sole option, terminate this Contract.

6. The City shall be solely responsible for all surveying, engineering and design work, and all related platting, necessary or desirable by the City for its purposes. City shall also be solely responsible for re-zoning the property to a zoning classification that allows the City's intended use as of right. City will make application for such rezoning promptly after the date of the last party to sign, and will diligently prosecute such application to completion. Seller will execute such consents or other documents as may be necessary to support the re-zoning application. If the City cannot obtain a re-zoning satisfactory to the City, in the City's sole discretion, the City may, at its sole option, terminate this Contract. The City represents that it shall not accept any condition upon the City's platting or rezoning of the Property that would require Seller to make any improvements to the Property or to incur any costs or be required to escrow for any costs for any such improvements, and that this representation shall survive the Closing.

7. Seller represents that, to the best of its knowledge, information, and belief, there are and have been no hazardous substances, including without limitation, any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, alkalis, acids, chemicals or wastes, stored, discharged or leaked, generated or allowed to escape from the property; nor are there underground storage tanks located on the property; nor are polychlorinated biphenyls located on or in the property; and there are no investigations, administrative orders, consent orders and agreements, litigation or settlements with respect to the Property. These representations are independent and shall survive Closing and delivery of the deed. The City acknowledges that there will be asbestos or asbestos-containing products on the Property.

8. The Closing is contingent upon the following:

- a. The City in its sole discretion being satisfied that Seller can convey title to the Property at the Closing that is satisfactory to the City;
- b. The City, in its sole discretion, being satisfied that the Property is suitable for use by the City for its intended purpose;
- c. Receipt by the City of a Boundary Survey, by a surveyor selected by the City, in form and content satisfactory to the City in its sole and absolute discretion, showing the boundaries, any easements or encroachments, and other characteristics of the Property;

- d. the Property being re-zoned to a classification satisfactory to the City;  
and
- e. All representations of Seller being true and accurate at the time of the Closing.

9. In the event of default by either party, the non-defaulting party shall have all rights and remedies permitted or allowed under the law and in equity.

10. Any notice permitted or required by this Contract shall be in writing and shall be deemed to have been received upon the date of actual delivery if delivered in person or by reputable overnight delivery service; on the date of receipt as shown by a facsimile confirmation if delivered by facsimile; or upon the date of delivery if delivered by U.S. Certified Mail.

- a. Notices to the City shall be delivered to:

Rob Lyons, City Manager  
111 W. Vine Street, Murfreesboro TN 37130  
Email: rlyones@murfreesborotn.gov

with a copy to:

David A. Ives, Assistant City Attorney  
111 West Vine Street, Murfreesboro, TN 37130  
Email: dives@murfreesborotn.gov

- b. Notices to Seller shall be delivered to:

Thomas Rowe, Executive Director  
Murfreesboro Housing Authority  
415 N. Maple Street  
Murfreesboro TN 37130  
Email: trowe@mha-tn.org

with a copy to:

11. City and Seller both represent and warrant that neither has retained any broker or other agent who will have a claim for a commission or other fee with respect to this transaction. City and Seller shall indemnify each other from and against claims by or

on behalf of any person or entity claiming a commission or other fee through them with respect to this transaction.

12. This Contract represents the entire agreement of the parties with respect to the subject matter hereof. There shall be no amendments except in writing signed by both parties.

13. THIS CONTRACT SHALL BE OF NO FORCE OR EFFECT UNTIL APPROVED BY THE MURFREESBORO CITY COUNCIL.

**IN WITNESS WHEREOF**, City and Seller have set forth their hands and seals below.

MURFREESBORO HOUSING AUTHORITY

CITY OF MURFREESBORO:

By: \_\_\_\_\_  
L. Thomas Rowe, Executive Director

By: \_\_\_\_\_  
Rob Lyons, City Manager

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

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

APPROVED AS TO FORM:

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

APPROVED BY CITY COUNCIL: \_\_\_\_\_



September 1, 2016

Honorable Mayor McFarland and Members of City Council:

### **Property Acquisition for Lytle Street Phase 2**

As an agenda item for the August 26, 2016 City Council meeting, the City Council is recommended to approve the acquisition of right-of-way and easements from nine properties for improvements to Lytle Street from Barker Street to Church Street.

### **Background**

At your meeting on February 12, 2015, the Council approved an agreement with the Rutherford County Public Building Authority for cost sharing and an agreement with Wisser Consultants for the design of improvements to Lytle Street from Barker Street to Church Street. City staff is the project manager for the improvements to Lytle Street which will serve as an entrance to the new Judicial Center and associated parking garage. The project is an extension of the nearly completed construction which realigns the intersection of Lytle Street and Broad Street and creates the new roundabout at the intersection of Lytle Street and West College Street.

Wisser Consultants, LLC determined the amount of right-of-way and/or easements required for the construction of improvements to Lytle Street from Barker Street to Church Street. At your meeting on March 10, 2016, the Council approved a contract with Marvin Macs and his associates to complete appraisals for the project. The Council previously approved during your meeting on May 19, 2016 the purchase of right of way and/or easements from 6 of the properties impacted by the project. These properties are primarily located east of Maple Street near the proposed Judicial Building and associated parking garage.

City staff has received the appraisals for the right of way and/or easements required from the remaining 9 properties for the project. A summary of the appraisals has been attached for your review. The right of way acquisition from these properties is more extensive as it includes the purchase of a significant amount of private parking spaces and converts them to public spaces. The parking spaces will be converted to 45 degree angled spaces

in order to facilitate the expected increase in traffic flow due to the new Judicial Building. Due to the conversion of the parking from private to public, the appraisers have included damages to several of the commercially zoned buildings. The percent and amount of the damages have also been included in the summary.

City staff proposes to purchase the required right of way/easements from the owners as outlined in the following procedure. The owner will be offered by letter (copy attached) the values for their effected property, improvements and any damages plus an additional 10 percent if the value of the required property is less than \$200,000. If the total amount due is greater than \$200,000, staff recommends offering the value plus an additional 5 percent. Included with the letter will be a copy of the appraisal for the owner's review. The property owner will be asked for a response within four weeks. If the owner can substantiate that the appraisal is factually wrong, such as errors in area taken, then a revised value based on the appraised value per square foot would be determined. If the offer is not acceptable to the property owner, the Legal Department would file condemnation with the actual value of the taken being deposited into Court.

### **Fiscal Impact**

The right-of-way and easements to be acquired will be funded by the current bond issue and/or previous TML loans.

### **Recommendation**

Staff recommends approval of the acquisition of right-of-way and easements from the properties for improvements to Lytle Street from Barker Street to Church Street.

### **Attachments**

1. Summary of Appraisals
2. Sample Offer Letter

Sincerely,

Chris D. Griffith  
City Engineer

Lytle Street Phase II Property Acquisition

Block	Owner	Address	Land	Damages (to building)		Improvements	Value	Offer Amount
				Percent	Amount			
400 Block-Right	Lee Tenpenny	423 West Lytle St	12,050.00	100%	110,492.00	2,500.00	\$125,042.00	\$137,546.20
	Robert Woods	411 West Lytle St	16,274.00	100%	84,300.00	6,000.00	\$106,574.00	\$117,231.40
	Fayne Haynes	401 West Lytle St	41,507.00	50%	180,026.00	13,174.00	\$234,707.00	\$246,442.35
<b>Subtotal</b>							<b>\$466,323.00</b>	<b>\$501,219.95</b>
400 Block-Left	Edwin Florida (No. 1)	412 West Lytle St	30,826.00	25%	94,763.00	7,470.00	\$133,059.00	\$146,364.90
	Edwin Florida (No. 2)	410 West Lytle St	22,254.00	100%	94,350.00	9,150.00	\$125,754.00	\$138,329.40
	Khaled Hassan	315 North Front St	36,420.00	50%	114,660.00	31,500.00	\$182,580.00	\$200,838.00
<b>Subtotal</b>							<b>\$441,393.00</b>	<b>\$485,532.30</b>
300 Block-Left	Laurie Ann Alsup	307 North Walnut St	3,884.00	0%	12,960.00	0.00	\$16,844.00	\$18,528.40
	Tim Durham	316 West Lytle St	28,037.00	50%	395,500.00	4,500.00	\$428,037.00	\$449,438.85
	Ben Bennett	303 North Walnut St	42,054.00	64%	237,946.00	8,600.00	\$288,600.00	\$303,030.00
<b>Subtotal</b>							<b>\$733,481.00</b>	<b>\$770,997.25</b>
<b>Totals</b>							<b>\$1,641,197.00</b>	<b>\$1,757,749.50</b>

DATE

Property Owner  
Owner Address  
City, State, Zip Code

**RE: Project (Limits)  
Tract #**

Dear Property Owner:

As you may be aware from the public meetings held on the project, the City of Murfreesboro is planning to widen and improve (Project & Limits). Rights of way and/or easements will have to be acquired from your property and, accordingly, we have had an appraisal done by an independent, professional appraiser, (appraisal firm), to establish the value of the right of way and/or easements, and a copy of the appraisal is enclosed. The appraised fair market value of what is required from your property is \$\_\_\_\_\_. We are offering you 10% more than the fair market value, or \$\_\_\_\_\_, if we receive the executed documents by (DATE). The City will proceed with condemnation after the deadline has passed, or beforehand, if we receive written or verbal refusal of the offer. If condemnation becomes necessary, the fair market would be paid into court. Should you find any factual errors in the offer or appraisal, such as areas taken, we will consider adjusting the offer based on the appraised value per square foot.

If you are in agreement with this offer, please sign the enclosed document, have it notarized and returned to this office. If you prefer, you may bring the document to our office, sign it and have it notarized here. We will be glad to make a copy of it for you. If there is a credit or mortgage holder on the property, you will also have to obtain their signature on the document and have it notarized. Also, please be prepared to provide us with your Social Security Number/Employer Identification Number for reporting purposes to the Internal Revenue Service, on the enclosed W-9 Form.

---

Page 2

DATE

Tract # - Owner Name

We have chosen this streamlined process for acquisition of rights-of-way and easements in order that construction of the road might begin in DATE.

If you have any questions, please do not hesitate to contact me by email at **(email address)**, or by phone, at (615) 893-6441.

Sincerely,

Enclosures

**RESOLUTION 16-R-20** honoring Councilmember Ronald T. Washington for his dedicated service to the City of Murfreesboro.

**WHEREAS**, Ron Washington has served on the Murfreesboro City Council since 1998 and is a lifelong resident of Murfreesboro; and

**WHEREAS**, he is married to Dr. Phyllis Washington, retired Secondary Coordinator from Rutherford Schools. They have two children, Marques and Karmel. Ron is a 1981 graduate of Middle Tennessee State University with a Bachelor of Science Degree in Mass Communications; and

**WHEREAS**, Ron Washington has been the recipient of the Rutherford County Chamber of Commerce Pinnacle Award and Middle Tennessee State University Black Alumni Award. Ron served as the District Manager for the Middle Tennessee Electric Membership Corporation for Rutherford County from 2000 until his retirement in June of 2015; and

**WHEREAS**, Ron Washington has demonstrated his interest in his hometown and its governance before being elected by serving on the Planning Commission from 1993 to 2002 and has a commitment to serve all citizens of Murfreesboro and Rutherford County; and

**WHEREAS**, Ron Washington was instrumental in the expansion of the Patterson Center as Chairperson of the Patterson Park Study Committee and was instrumental in the South Maney Avenue upgrade. Ron Washington also was a leader in various economic growth opportunities during his tenure on City Council, including the Gateway project, Medical Center Parkway, The Avenues and Embassy Suites and Conference Center; and

**WHEREAS**, he served on the Murfreesboro Planning Commission from 1993 to 2002 and also served as the Murfreesboro City School Board Council liaison, Vice Mayor, member of the Pension Committee, Golf Commission, Linebaugh Library Board, Urban Environment Commission, Water and Sewer Board, Cable Commission, Airport Commission, City-County Cultural Arts Committee, Senior Citizens Advisory Board, National League of Cities Transportation, Infrastructure and Services Committee 1999-2004, Tennessee Municipal League Board, Discovery Center Board, Leadership Rutherford Board, Leadership Middle Tennessee Board, MTSU Foundation Board, Blue Raider Athletic Association Member, Murfreesboro Alumni Chapter Kappa Alpha Psi Fraternity, Inc., Noon Exchange Club Member, and Trustee at the Murfreesboro Olive Branch Missionary Baptist Church; and

**WHEREAS**, the City recognizes Councilmember Ron Washington's notable and significant contributions to the City of Murfreesboro and City Council. Ron Washington made a difference in our neighborhoods and our city and handled himself at all times with grace and class.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:**

SECTION 1. The City Council of the City of Murfreesboro hereby honors and expresses its profound appreciation to Ronald T. Washington. The people acknowledge his many contributions and devotion to the to the citizens of the City as a member of the Murfreesboro City Council.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: \_\_\_\_\_

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa B. Wright  
City Recorder

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



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

September 1, 2016

Members of City Council

**RE: Recommended Appointment – Disciplinary Review Board**

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**Board Appointment**

As an item for tonight's City Council agenda, I am recommending the appointment of the Mr. Zach Leister on the Disciplinary Review Board to fill the vacancy left by Mr. Patrick Murphy.

Sincerely,

A handwritten signature in blue ink that reads "Shane McFarland". The signature is written in a cursive style.

Shane McFarland  
Mayor



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

Members of City Council

September 1, 2016

**RE: Recommended Appointments**

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As an Item for tonight's City Council agenda, I am recommending the appointment of the following Sean Gilliland to the Historic Bottoms Study Steering Committee:

Sincerely,

Shane McFarland  
Mayor