

MURFREESBORO CITY COUNCIL
Regular Session Agenda
Council Chambers – City Hall – 6:00 PM
April 22, 2021

PRAYER

Mayor Shane McFarland

PLEDGE OF ALLEGIANCE

Ceremonial Item

STARS Award: Carson Elders, Street Department

Consent Agenda

1. Approach Management Grant Amendment (Airport)
2. Taxiway A and Ramp Pavement Rehabilitation Design Grant (Airport)
3. Community Investment Program Funds Transfer (Finance)
4. MOU with Motlow State Community College for Fire Rescue Department Training (Fire Rescue)
5. Approval to Purchase Extrication Tools from Single Source Provider (Fire Rescue)
6. Cannonsburgh Sidewalk Improvements by Rollins Excavating (Parks & Recreation)
7. Jordan Farms Lighting Project – Electric Easement (Parks & Recreation)
8. CIP Equipment Purchase (Solid Waste)
9. Banner Request to Hang Across East Main Street: Exchange Club of Murfreesboro for Prevention of Child Abuse Month (Street)
10. Purchase of Vehicle and Equipment (Street)
11. Asphalt and Concrete Purchase Report (Street)

Minutes

12. Approval of City Council Minutes April 8, 2021 (City Recorder)

Old Business

Ordinance

13. Ordinance 21-O-06 Amending the Murfreesboro City Code, Chapter 14 (Solid Waste)

New Business

Resolution

14. Resolution 21-R-12 Unclaimed Property Request (Finance)

Land Use Matters

15. Consider Planning Commission Recommendations for Public Hearings (Planning)

On Motion

16. Boyce Ballard Construction Change Order No. 1 for Indoor Soccer Facility Foundation (Parks & Recreation)
17. ClearSpan Fabric Structures Agreement for Indoor Soccer Training Facility (Parks & Recreation)
18. Musco Lighting Agreement for Jordan Farm Soccer Fields at Richard Siegel Park (Parks & Recreation)
19. Warner's Athletic Construction Change Order No. 2 for Soccer Park Turf (Parks & Recreation)
20. Salt Barn Roof Replacement (Street)

Licensing

Board & Commission Appointments

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 04/22/2021

Item Title: Approach Management Grant Amendment

Department: Airport

Presented by: Chad Gehrke, Airport Director

Requested Council Action:

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

Summary

The Tennessee Aeronautics Division has approved a Grant Amendment using federal funds to design an improved approach for Runway 36.

Staff Recommendation

Approve Approach Management Grant Amendment to assist with the design of mitigation efforts that will improve and protect the approach for Runway 36 at the Murfreesboro Municipal Airport for the amount of \$71,800.

Background Information

For over two decades the Murfreesboro Airport has been trimming and removing trees on the south end of Runway 36 to maintain a safe approach as required by Federal and State regulations. This last year, with the use of Federal and State Grant the Airport contracted with Quantum Spatial to conduct a very specific aerial survey of the approach identifying trees and other obstructions to the approach. Barge Design Solutions is using the survey data in coordination with the Tennessee Aeronautics Division to design a new approach to ensure for the safe landing of aircraft using Runway 36.

Council Priorities Served

Maintain public safety

This Grant Amendment is to design a new approach for Runway 36 at the Murfreesboro Municipal Airport to ensure the safety of aircraft landing at the Murfreesboro Municipal Airport and citizens that live in the area.

Operational Issues

This Grant is for design efforts only.

Fiscal Impact

This Grant Amendment is being paid for with 100% federal funds including Cares Act Part 1 funding.

Attachments

Grant Amendment



GRANT AMENDMENT

Agency Tracking # 40100-00420	Edison ID 61679	Contract # AERO-20-276-00	Amendment # 2		
Contractor Legal Entity Name City of Murfreesboro			Edison Vendor ID 4110		
Amendment Purpose & Effect(s) Increase time and funds					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: 5/7/2022			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 71,800.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2020	\$1,110.00	\$19,980.00		\$1,110.00	\$22,200.00
2020	-\$1,110.00	\$2,220.00		-\$1,110.00	\$0.00
2021	\$0.00	\$71,800.00		\$0.00	\$71,800.00
TOTAL:	\$0.00	\$94,000.00		\$0.00	\$94,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			OCR USE		
Speed Chart (optional) TX00280436 TX00280437 TX		Account Code (optional) 71302			

ADDRESS: 5

LOCATION CODE: MURFRE-002

**AMENDMENT TWO
OF GRANT CONTRACT
AERO-20-276-00**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Murfreesboro, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Section B.1. Contract Period is deleted in its entirety and replaced with the following:

B.1. This Grant Contract shall be effective on **May 8th, 2020** ("Effective Date") and extend for a period of **twenty-four (24) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

2. Grant Contract section C.1. Maximum Liability is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Ninety-Four Thousand Dollars and Zero Cents (\$94,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Three** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

3. Grant Contract Attachment One is deleted in its entirety and replaced with the new attachment **Attachment One** attached hereto.
4. Grant Contract Attachment Two is deleted in its entirety and replaced with the new attachment **Attachment Two** attached hereto.
5. Grant Contract Attachment Three is deleted in its entirety and replaced with the new attachment **Attachment Three** attached hereto.
6. Grant Contract Attachment Four is deleted in its entirety and replaced with the new attachment **Attachment Four** attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

75-555-0161-20

GRANTEE SIGNATURE

DATE

SHANE MCFARLAND, CITY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

GRANTEE LEGAL COUNSEL'S SIGNATURE

DATE

DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

**JOHN H. REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY**

DATE



February 22, 2021

Michelle Frazier, Director
TDOT Aeronautics Division
7335 Centennial Boulevard
Nashville, TN 37209

Re: Funding Assistance for Approach Management Mitigation – Design Amendment

Dear Ms. Frazier,

The City of Murfreesboro hereby requests financial assistance from the Tennessee Department of Transportation using our available NPE funds along with Cares Act Part 1 funding in the amount of **\$71,800.00** for improvements at the Murfreesboro Municipal Airport in Murfreesboro, TN. The requested improvements include:

- **Project Description** The project is to design the mitigation of obstruction to Runway 36. The threshold will be displaced 200 feet to clear obstructions and allow the city to devise a plan to remove obstruction in a developed neighborhood. The design will include remarking of the runway, seal coat and relocation of the PAPI and threshold lights. Included is an amendment for Quantum Spatial for additional services. We are requesting funds from our NPE balance.
- **Project Schedule** Please refer to page B-3 of the attached Barge Work Authorization for tentative schedule.

Thank you for your consideration of this request. If you have questions, please contact me at 615-848-3254.

Please find our application within Black Cat Grants system.

Sincerely,

Steve Waldron
Airport Commission Chairman

Cc: TAD Project Manager, Chuck Hoskins



REQUEST FOR STATE FUNDING
FOR AIRPORT IMPROVEMENT

ATTACHEMENT ONE
PAGE TWO

Airport: Murfreesboro Municipal Airport
Project Title: Approach Management
Project Description: Approach Management

UPIN: BCG0003939
Submitted By: Chad Gehrke
Date Submitted: 2/28/2021 3:09:12PM
Project Manager: Chuck Hoskins

Applicant: City of Murfreesboro
Phone: 615-848-3254

Project in CIP?: Not Proposed Date Entered in CIP:

Explanation of Need: Data has been received from Quantum Spatial and reviewed. Design efforts are needed to mitigate the obstructions.

Estimated Cost:

Fiscal Year:	2021	
Federal:	\$71,800	100.0%
State:	\$0	0.0%
Local:	\$0	0.0%
Other:	\$0	0.0%
<hr/>		
Total:	\$71,800	100%

Matching Funds Available?: 0.00

Airport Sponsor Comments:

Data from Quantum Spatial was review by TAD Project Manager and Aviation Consultant and best mitigation efforts agreed upon.

TAD Comments:

TDOT USE ONLY

Staff Recommended:

Approved:

Rejected:

Moved:

PSR Signature:

Michelle Frazier
Digitally signed by Michelle Frazier
DN: cn=Michelle Frazier, o=Tennessee
Department of Transportation, ou=Avionautics,
email=mcshelle.frazier@dot.gov, c=US
Date: 2021.04.09 09:50:44 -0500

Date: 03/19/2021

TAC Signature:

X. J. Powers

Date: 04/01/2021



July 17, 2020

Ms. Michelle Frazier, Director
Tennessee Department of Transportation
Division of Aeronautics
7335 Centennial Boulevard
Nashville, TN 37209

RE: Grant Amendment Request – Approach Management Grant
TAD Project Number: 75-555-0161-20
TAD Contract Number: AERO-20-276-00
Federal Grant Number: 3-47-SBGP-57
Federal Share: \$19,900, State Share: \$1,100, City Share: \$1,100 Total: \$22,200

Dear Director:

The City of Murfreesboro is requesting a Grant Amendment to the Approach Management Grant listed above as recommended by the Tennessee Aeronautics staff. This Amendment would allow for the City of Murfreesboro the opportunity to utilize Care Act Part 1 funding in the amount of \$1,100.00 covering the local share of the Grant.

As policies and regulations evolve as we make our way through this pandemic and its economic impact, we greatly appreciate you and your staff's vigilance during these very challenging times. Please feel free to call me or Mr. Chad Gehrke if there is any additional information required.

Respectfully,

Steve Waldron
Airport Commission Chair
Murfreesboro Municipal Airport





April 16, 2020

Ms. Michelle Frazier, Director
Tennessee Department of Transportation
Division of Aeronautics
7335 Centennial Blvd.
Nashville, TN 37209

RE: Request for a Federal NPE Grant- Approach Management Survey (Phase 1)

Dear Director:

The City of Murfreesboro hereby requests a Federal Grant using NPE funds to conduct aerial and ground based surveys of the trees and foliage under the Approach Surfaces associated with Runway 36 at the Murfreesboro Municipal Airport.

Federal NPE Funds	\$19,980
State Share	\$ 1,110
Local Share	<u>\$ 1,110</u>
TOTAL	\$22,200

The purpose of this Approach Management Survey is to be able to gather the necessary data to identify trees that are currently penetrating the various Approach Surfaces or will be in the next few years. This is the first phase in a multi-phase project. Phase 2 will include the development of a mitigation plan, determination of an appropriate level of environmental study, preparation of bid documents, and collection of bids. Phase 3 will be the actual award of contract and completion of the mitigation program.

The area under Runway 36 is a very complex, wooded urban area with multiple landowners, multiple land uses and zoning, and is located in a very visible area of the community. We have worked with our Project Manager Chuck Hoskins in the preparation of this project including it in our CIP in the Black Cat Grant Management System.

The Murfreesboro Municipal Airport has the local share available. We look forward to completing this project in a timely manner. Thank you for your review of this request and please feel free to call me if you have any questions or require any additional information.

Sincerely,

Steve Waldron
Airport Commission Chair



REQUEST FOR STATE FUNDING
FOR AIRPORT IMPROVEMENT

ATTACHEMENT ONE
PAGE FIVE

Airport: Murfreesboro Municipal Airport
Project Title: Approach Management
Project Description: Approach Management

UPIN: BCG0003939
Submitted By: Chad Gehrke
Date Submitted: 4/16/2020 6:34:45PM
Project Manager: Chuck Hoskins

Applicant: City of Murfreesboro
Phone: 615-848-3254

Project in CIP?: Not Proposed Date Entered in CIP:

Explanation of Need: Need for proactive, efficient, and effective planning to manage approach into Runway 36 for the safe and efficient operation of aircraft. This starts with a comprehensive land and air based survey.

Estimated Cost:

Fiscal Year:	2,021	
Federal:	\$19,980	90.0%
State:	\$1,110	5.0%
Local:	\$1,110	5.0%
Other:	\$0	0.0%

Total:	\$22,200	100%
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Matching Funds Available?: 1,110.00

Airport Sponsor Comments:

Approach Management Plan would provide a program to effectively manage the land and trees under the approach which is a complex urban wooded area with multiple zoning, multiple type dwellings, and very visible in the community.

TAD Comments:

TDOT USE ONLY

Staff Recommended:

Approved:

Rejected:

Moved:

PSR Signature:  Date: 5/8/2020

TAC Signature: _____ Date: _____

ATTACHMENT TWO

PAGE ONE

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	3-47-SBGP-59
Federal award date	5/29/2020
CFDA number and name	20.106 Airport Improvement Program
Grant contract's begin date	5/8/2020
Grant contract's end date	5/7/2022
Amount of federal funds obligated by this grant contract	\$74,020
Total amount of Federal Funds Obligated to the subrecipient (Federal dollars deposited in Sponsor's account in current FY (7/20-6/21) from ALL agencies) MUST be UPDATED every 6 months and uploaded into BlackCat Documents	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$19,191,159
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	TN Department of Transportation Aeronautics Division 7335 Centennial Boulevard Nashville, TN 37209 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

Federal Award Identification Worksheet is a required document the (Highlighted Box) must be completed by the sponsor and returned with signed grant for execution.

This Worksheet will need to be updated every six (6) months for the length of this project and uploaded into BlackCat in the Documents Tab under project 75-555-0161-20.

Any questions please contact your Program Monitor at 615-741-3208.

ATTACHMENT TWO

PAGE TWO

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	3-47-SBGP-57
Federal award date	7/23/2019
CFDA number and name	20.106 Airport Improvement Program
Grant contract's begin date	5/8/2020
Grant contract's end date	5/7/2022
Amount of federal funds obligated by this grant contract	\$19,980
Total amount of Federal Funds Obligated to the subrecipient (Federal dollars deposited in Sponsor's account in current FY (7/20-6/21) from ALL agencies) MUST be UPDATED every 6 months and uploaded into BlackCat Documents	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$13,982,472
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	TN Department of Transportation Aeronautics Division 7335 Centennial Boulevard Nashville, TN 37209 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

Federal Award Identification Worksheet is a required document the (Highlighted Box) must be completed by the sponsor and returned with signed grant for execution.

This Worksheet will need to be updated every six (6) months for the length of this project and uploaded into BlackCat in the Documents Tab under project 75-555-0161-20.

Any questions please contact your Program Monitor at 615-741-3208.

ATTACHMENT THREE

PAGE ONE

GRANT BUDGET				
City of Murfreesboro: Approach Management			AERO-20-276-02	
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 5/8/2020				

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT THREE

PAGE TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Approach Management	\$94,000.00
TOTAL	\$94,000.00

TAD Project # 75-555-0161-20

Project Breakdown:

TX00280437	\$19,980.00	90% Federal 57 NPE
	\$ 1,110.00	5% State
	<u>\$ 1,110.00</u>	5% Local
	\$22,200.00	

Amendment 1:		
TX00280436	\$ 2,220.00	Federal 59 CARES 1
	-\$ 1,110.00	State
	<u>-\$ 1,110.00</u>	Local
	\$ 0.00	

Amendment 2:		
TX00280436	<u>\$ 7,180.00</u>	Federal 59 CARES 1

TX	<u>\$64,620.00</u>	Federal 59 NPE
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Grant Total:	\$94,000.00	
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Parent Child Information

PAGE ONE

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

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

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

Grantee's Edison Vendor ID number: 4110

Is City of Murfreesboro a parent? Yes ☐ No ☒

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

Is City of Murfreesboro a child? Yes ☐ No ☒

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: 62-6000374

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

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

Parent entity's contact information

Name of primary contact person: Chad L. Gehrke

Address: 1930 Memorial Boulevard, Murfreesboro, TN 37129

Phone number: 615-848-3254

Email address: cgehrke@murfreesborotn.gov

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

COUNCIL COMMUNICATION

Meeting Date: 04/22/2021

Item Title: Taxiway A and Ramp Pavement Rehabilitation Design Grant

Department: Airport

Presented by: Chad Gehrke, Airport Director

Requested Council Action:

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

Summary

The Tennessee Aeronautics Division has approved a grant for the design of pavement rehabilitation for Taxiway A and the ramp located around the T-hangar area.

Staff Recommendation

Approve a 100% federally funded grant for the rehabilitation of pavement on Taxiway A and ramp at the Murfreesboro Municipal Airport for the amount of \$98,700.

Background Information

Pavement on Taxiway A and the ramp area around the T-hangar area is approximately 30 years old and through the years has received several seal coat and crack repair projects. The pavement has scored below a 60 on the pavement testing scale requiring that the pavement receive some sort of rehabilitation effort. Barge Design Solutions, the aviation consulting service, will be designing the specifications for the best method to repair and rehabilitate the pavement in these areas.

Council Priorities Served

Maintain public safety

The proper maintenance of the paved surfaces at the Murfreesboro Municipal Airport ensures the safe movement of aircraft.

Operational Issues


This is a design effort only with no operational issues.

Fiscal Impact

This Grant is utilizing 100% Federal Aviation and Cares Act Part 1 funding.

Attachments

Taxiway A and Ramp Pavement Rehabilitation Project Grant

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 4/1/2021		End Date 3/31/2022		Agency Tracking # 40100-14620	
Edison ID 65890					
Grantee Legal Entity Name City of Murfreesboro					Edison Vendor ID 4110
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA #20.106 Grantee's fiscal year end – June 30			
Service Caption (one line only) Taxiway A & Apron Rehabilitation Preliminary Repair Design					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021	\$0.00	\$98,700.00		\$0.00	\$98,700.00
TOTAL:	\$0.00	\$98,700.00		\$0.00	\$98,700.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection			For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.		
<input type="checkbox"/> Non-competitive Selection			Describe the reasons for a non-competitive grantee selection process.		
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart TX TX		Account Code 71302			

VENDOR ADDRESS: 5

LOCATION CODE: MURFRE-002

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

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

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The purpose of this Grant shall be to sponsor a project for the further development of a public airport under Tennessee Code Annotated 42-2-203 and the Airport and Airway Improvement Act of 1982, Title 49 of the United States Code or Tennessee Code Annotated 4-3-2313 and 2314, Aeronautics Economic Development Fund. Pursuant to these provisions, the State shall be designated as the party to apply for, receive, and disburse all funds to be used in the payment of the costs of said project or as reimbursement of costs incurred. The Grantee shall be a recipient of funds from the State Transportation Equity Fund and/or Federal Airport Improvement Program, and/or Aeronautics Economic Development Fund, and shall undertake an airport improvement project.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal, **Attachment One**, incorporated to elaborate supplementary scope of services specifications.
- A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment Two** is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on **April 1st, 2021** ("Effective Date") and extend for a period of **twelve (12) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to **four (4)** renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Ninety-Eight Thousand Seven Hundred Dollars and Zero Cents (\$98,700.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Three** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation-Aeronautics Division

<https://tndot.blackcatgrants.com>

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

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for Submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

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

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

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in

accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the

Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

David Demanette
Transportation Program Monitor 2
7335 Centennial Boulevard
Nashville, TN 37209
Telephone: 615-741-3208
Email: David.Demanette@tn.gov

The Grantee:

Shane McFarland, City Mayor
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
Email: cgehrke@murfreesborotn.gov
Telephone: 615-849-2629

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon

reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete **Attachment Four**.
When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
Additionally, when the Grantee has received greater than Ten Thousand dollars (\$10,000.00) in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the

Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit report shall be provided to Tennessee Department of Transportation-Aeronautics Division by Grantee.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing

party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.3. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.4. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.5. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.6. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.
- E.7. Compliance with FAA Regulations. For all grants involving federal funds, the Grantee agrees to accomplish the project in compliance with the terms and conditions contained in the U. S. Department of Transportation Federal Aviation Administration *Terms and Conditions of Accepting Airport Improvement Program Grants* hereby incorporated into this document by reference. Said document is on file in the Tennessee Department of Transportation, Aeronautics Division Office. These assurances can also be located on the FAA Website at www.faa.gov/airports/aip/grant_assurances
- E.8. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.9. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.
- E.10. Travel Requirements. Travel must be project related and ALL conference and/or out-of-state travel must be preapproved by the Grantor State Agency even if included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee, upon request, must include (in addition to other invoice requirements of this Grant Agreement) a complete itemization of travel compensation requested in accordance with and

attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

- E.11. Additional Compensation Terms. The Grantee is not entitled to be paid the maximum liability for any period under the Grant Agreement or any extensions of the Grant Agreement for work not requested by the Grantor State Agency. The maximum liability represents available funds for payment to the Grantee and does not guarantee payment of any such funds to the Grantee under this Grant Agreement unless the Grantor State Agency requests work and the Grantee performs said work. In which case, the Grantee shall be paid in accordance with the payment rates detailed in section C.3. The Grantor State Agency is under no obligation to request work from the Grantee in any specific dollar amounts or to request any work at all from the Grantee during any period of this Grant Agreement.

The payment rate in Section C.3 shall constitute the entire compensation due the Grantee for associated deliverables, as outlined in Section A.2, and all of the Grantee's obligations hereunder regardless of the difficulty, materials or equipment required. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- E.12. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
- a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
 - b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- E.13. Completion of Project and Repayment of Funds. The Grantee agrees to use best efforts to ensure timely completion of the Project. If the Grantee elects not to complete the Project, then the Grantee shall notify the State in writing within thirty (30) days after having made such determination and, at the discretion of the State, the Grantee may be required upon written notice to repay to the State some or all of the funds paid to the Grantee pursuant to this Agreement. The State shall have the sole determination over the amount of funds owed by the Grantee. If the State determines that any funds are owed by the Grantee, the Grantee shall pay said funds within one hundred eighty (180) days of receipt of written notice from the State.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

75-555-0166-21

GRANTEE SIGNATURE

DATE

SHANE MCFARLAND, CITY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

GRANTEE LEGAL COUNSEL'S SIGNATURE

DATE

DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

JOHN H. REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE



February 22, 2021

Michelle Frazier, Director
TDOT Aeronautics Division
7335 Centennial Boulevard
Nashville, TN 37209

Re: Funding Assistance for Taxiway Alpha and Apron Rehabilitation – Design

Dear Ms. Frazier,

The City of Murfreesboro hereby requests financial assistance from the Tennessee Department of Transportation using our available NPE funds along with Cares Act Part 1 funding in the amount of **\$98,700.00** for improvements at the Murfreesboro Municipal Airport in Murfreesboro, TN. The requested improvements include:

- **Project Description** The project is to design the rehabilitation of taxiway Alpha and a portion of the T-hangar apron. The taxiway will include the rehabilitation of the southern portion with a new fillet design to tie into the new portion of taxiway Alpha. The apron pavement is the lowest scoring pavement on the airport. It is showing signs of cracking, raveling and pumping. We are requesting funds from our NPE balance.
- **Project Schedule**: Please refer to page B-3 of the attached Barge Work Authorization for tentative project schedule.

Thank you for your consideration of this request. If you have questions, please contact me at 615-848-3254.

Please find our application within Black Cat Grants system.

Sincerely,

Steve Waldron
Airport Commission Chair

Cc: TAD Project Manager, Chuck Hoskins



REQUEST FOR STATE FUNDING
FOR AIRPORT IMPROVEMENT

ATTACHMENT ONE
PAGE TWO

Airport: Murfreesboro Municipal Airport
Project Title: Taxiway A & Apron Rehabilitation Preliminary Repair Design
Project Description: Taxiway A & Apron Rehabilitation Preliminary Repair Design

UPIN: BCG0003942
Submitted By: Chad Gehrke
Date Submitted: 2/28/2021 3:06:42PM
Project Manager: Chuck Hoskins

Applicant: City of Murfreesboro
Phone: 615-848-3254

Project in CIP?: Not Proposed Date Entered in CIP:

Explanation of Need: Design pavement rehab work for Taxiway A and apron area.

Estimated Cost:

Fiscal Year:	2021	
Federal:	\$98,700	100.0%
State:	\$0	0.0%
Local:	\$0	0.0%
Other:	\$0	0.0%
<hr/>		
Total:	\$98,700	100%

Matching Funds Available?: 0.00

Airport Sponsor Comments:

TAD Comments:

TDOT USE ONLY

Staff Recommended:

Approved:

Rejected:

Moved:

PSR Signature:

Michelle Frazier

Digitally signed by Michelle Frazier
DN: cn=Michelle Frazier, o=Tennessee Department
of Transportation, ou=Aeronautics,
email=richelle.frazier@tn.gov, c=US
Date: 2021.04.05 09:51:05 -05'00'

Date: 03/19/2021

TAC Signature:

Xisha Powers

Date: 04/01/2021

ATTACHMENT TWO

PAGE ONE

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	3-47-SBGP-59
Federal award date	5/29/2020
CFDA number and name	20.106
Grant contract's begin date	4/1/2021
Grant contract's end date	3/31/2022
Amount of federal funds obligated by this grant contract	\$98,700
Total amount of federal funds obligated to the subrecipient (SPONSOR: TOTAL Federal dollars deposited into YOUR account in current FY (7/20-6/21) from ALL agencies) MUST be UPDATED every 6 months and uploaded into BlackCat Documents	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$19,191,159
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	TN Department of Transportation Aeronautics Division 7335 Centennial Boulevard Nashville, TN 37209 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

Federal Award Identification Worksheet (FAI) is a required document; it must be completed and returned with signed grant for execution, with an updated copy loaded into BlackCat (75-555-0166-21) every six (6) months.

Any questions please contact your Program Monitor, **David Demanette**, at 615-741-3208.

ATTACHMENT THREE

PAGE ONE

GRANT BUDGET				
City of Murfreesboro: Taxiway A & Apron Rehabilitation Preliminary Repair Design				AERO-21-303-00
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: 4/1/2021	END: 3/31/2022	
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	\$98,700.00	0.00	\$98,700.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$98,700.00	0.00	\$98,700.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT THREE

PAGE TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Taxiway A & Apron Rehabilitation Preliminary Repair Design	\$98,700.00
TOTAL	\$98,700.00

TAD Project # 75-555-0166-21

Project Breakdown:

TX	\$ 9,870.00	100% Federal 59 CARES 1
TX	<u>\$88,830.00</u>	100% Federal 59 NPE
Grant Total:	\$98,700.00	

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 4110

Is City of Murfreesboro a parent? Yes ☐ No ☒

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

Is City of Murfreesboro a child? Yes ☐ No ☒

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: 62-6000374

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

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

Parent entity's contact information

Name of primary contact person: Chad L. Gehrke

Address: 1930 Memorial Boulevard, Murfreesboro, TN 37129

Phone number: 615-848-3254

Email address: cgehrke@murfreesborotn.gov

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

COUNCIL COMMUNICATION

Meeting Date: 04/22/2021

Item Title: Community Investment Program Funds Transfer

Department: Finance

Presented by: Melissa Wright

Requested Council Action:

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

Summary

Notification to Council of City Manager approved Community Investment Program (CIP) funds transfers.

Background Information

Funding for capital improvement projects is provided through borrowing. Funds are allocated to projects in the CIP that is approved annually by Council. Reallocation of these funds sometimes becomes necessary when circumstances change. Requests for CIP Funds Transfers are submitted to the City Manager for approval and then placed on the Consent Agenda to serve as notification to Council. The following CIP Funds Transfers have been approved:

Salt Bin Roof Replacement

Transfer \$57,344 from Street Department Tractors and \$23,000 from Street Department Paving Machine to Salt Bin Roof Replacement.

Priorities Served

Responsible budgeting

CIP Fund Transfers reallocate available resources in an efficient manner after receiving City Manager approval.

Fiscal Impact

The transfers within the CIP Funds will have no effect on the CIP Funds balance.

Attachments

CIP Funds Transfer Request – 2021 Bond



... creating a better quality of life

CIP Funds Transfer Request

Mr. Tindall:

Submitted for your approval is the following request to transfer CIP funds.

CIP Loan 2021 Bond

Transfer CIP funds from:

Street Tractors \$ (57,344.00)

Street Paving Machine \$ (23,000.00)

TOTAL TRANSFER \$ (80,344.00)

Transfer CIP funds to:

Salt Bin Roof Replacement \$ 80,344.00

TOTAL TRANSFER \$ 80,344.00

Explanation: Additional funding is needed for the Salt Bin Roof Replacement project. The Street
Department has determined that funds are available in two equipment line items - \$57,344.00 in
Street Tractors and \$23,000.00 in Street Paving Machine. After these transfers are made, \$92,656.00
will remain for Street Tractors, \$352,000.00 will remain for Street Paving Machine, and \$179,712.50
will be available for Salt Bin Roof Replacement (\$15,340.50 2018 Bond, \$84,028.00 2019 Bond, and
\$80,344.00 2021 Bond).


Budget Director Signature

4-9-21
Date


Reviewed by Finance

4-9-21
Date

Approved




City Manager

Declined



4-9-21
Date

Please send the original to Vicki Massey, Finance & Tax Dept., once all signatures have been obtained.

COUNCIL COMMUNICATION

Meeting Date: 04/22/2021

Item Title: MOU with Motlow State Community College for Fire Rescue Department Training

Department: Fire Rescue

Presented by: Mark A. Foulks

Requested Council Action:

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

Summary

Memorandum of Understanding (MOU) with Motlow State Community College (MSCC) to provide training for emergency medical technicians (EMTs).

Staff Recommendation

Approve the MOU with MSCC for EMT classes.

Background Information

MFRD has used MSCC since 2017 to deliver training for employees to obtain EMT licensure. MSCC provides state approved curriculum through didactic and clinical instruction. MFRD scheduled a class to start in January at a cost of \$23,999. A second class is scheduled for May and will be \$24,999. The second class will take us over the \$25,000 limit.

Council Priorities Served

Maintain public safety

This required licensure is needed for employees to provide Basic and Advanced Life Support to the citizens of Murfreesboro.

Fiscal Impact

Funding for this training is included in the FY21 Budget.

Attachments

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING (“MOU”) FOR NON-CREDIT INSTRUCTION

This MOU serves as authorization for Motlow State Community College (MSCC) to provide and bill the City of Murfreesboro, on behalf Murfreesboro Fire Rescue Department, (MFRD) located at 220 NW Broad Street, Murfreesboro, TN for the following:

Program Title(s): Emergency Medical Technician

Description: Training consists of 288 hours of class time.

Instructor(s): To be provided by Motlow State Community College

Date(s) and Time: Class Dates are: May 18, 2021 through Aug 6, 2021; 8:00am-4:30pm

Location: Murfreesboro Fire & Rescue Site

CEU’S per Participant: 28.8

Number of Participants: Not to exceed 26

Program Fee: \$24999.00

MFRD will provide all instructional materials.

MFRD agrees to make payment for services rendered within 30 days of receipt of an invoice. Payments not received within thirty days of receipt of invoice will be delinquent and subject to collection in accordance with Tennessee Board of Regents and MSCC policies and guidelines, including referral to a collection agency. MFRD agrees to pay all collection costs incurred by MSCC.

MSCC and MFRD agree that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this MOU or in the employment practices of MSCC or MFRD on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by applicable federal or Tennessee law. MSCC and MFRD shall comply with all applicable federal and Tennessee law.

It is the policy of the MFRD 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 agreement, MSCC certifies and warrants it will comply with this policy.

MSCC will also be required to acknowledge that the MFRD is a federal government contractor, and that by virtue of this Contract, MSCC is a federal government subcontractor. Therefore, in accordance with federal law, MSCC shall specifically acknowledge and agree as follows:

- (1) The MFRD and MSCC 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.**
- (2) The MFRD and MSCC 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.**
- (3) The MFRD and MSCC 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.

**City of Murfreesboro on behalf of the
Murfreesboro Fire Rescue Department**

DocuSigned by:

Craig Tindall

242A8A86DF6749B...

Signature of Official

City Manager

Title

4/6/2021

Date

Motlow State Community College

DocuSigned by:

Hilda Tunstall

96282296CE07459

Signature of Official

Contracts Officer EVP for Business and Finance

Title

4/6/2021

Date

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker

4/6/2021

43A2035E54F9401

Adam F. Tucker, City Attorney

Date Approved by City Council: _____

Shane McFarland, Mayor

COUNCIL COMMUNICATION

Meeting Date: 04/22/2020

Item Title: Approval to Purchase Extrication Tools

Department: Fire Rescue

Presented by: Mark A. Foulks

Requested Council Action:

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

Summary

Purchase Extrication Tools for Three New Apparatus from authorized distributor.

Staff Recommendation

Approve the purchase of extrication tools from the only local authorized distributor.

Background Information

MFRD desires to purchase Hurst extrication tools totaling \$54,290. The tools are for the new 75' Aerial Ladder Truck which should be completed in May 2022 and two new Pumper Trucks to be completed September 2022. MFRD requests approval to purchase these tools from Municipal Emergency Services (MES). MES is the sole authorized dealer of Hurst equipment in the State of Tennessee. MFRD currently uses Hurst extrication tools on all equipment; therefore, consistently purchasing the same brand of equipment will save time and expense for training and maintain interoperability within the department.

Council Priorities Served

Maintain public safety

Extrication tools are needed for various types of emergencies including vehicle wrecks, structural collapse, and confined space rescue.

Fiscal Impacts

Extrication tools for the Ladder and one Pumper total \$43,313 and is included in FY21 CIP. Extrication tools for one Pumper total \$10,977 and is included in MFRD FY21 Operating Budget.

Attachments

1. MES Authorized Dealer Letter
2. Quotes



HURST Jaws of Life, Inc.
711 North Post Road
Shelby, NC 28150
www.jawsoflife.com



Dinglee
Hurst
Lukas
Vetter

March 4, 2021

Murfreesboro Fire Department
Deputy Chief Toombs
P.O. Box 1139
220 N.W. Broad Street
Murfreesboro, TN 37130

This will confirm that, as of the date hereof, the following Hurst dealer is the only Hurst dealer whose sales territory for Hurst® Low Pressure (5,000 psi), Hurst® High Pressure (10,000 psi), Hurst® eDRAULIC®, Hurst® StrongArm®, and Vetter® rescue equipment includes the State of Tennessee and whose personnel have been factory trained and certified by Hurst Jaws of Life, Inc. on operation, maintenance and service and are approved by Hurst Jaws of Life, Inc. to perform warranty repairs, warranty required annual maintenance and other service on Hurst® Low Pressure (5,000 psi), Hurst® High Pressure (10,000 psi), Hurst® eDRAULIC®, Hurst® StrongArm®, Vetter® and Airshore® rescue equipment:

MES - Southeast
Charlotte, NC 28216
Phone Number: 800-868-8584
Fax Number: 704-599-4605

Thank you for your interest in our rescue equipment. Feel free to contact us at 1-800-537-2659 or 704-487-6961 should you have any further questions or concerns.

Sincerely,

Mike Canon
Director of Rescue Sales
Hurst Jaws of Life, Inc.

tar

Cc: Tim Shott, Midwest Regional Sales Manager, Hurst Jaws of Life, Inc.



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Date 02/23/2021
Quote # QT1448851
Expires 03/25/2021
Sales Rep Moore, Jeffrey S
PO #
Shipping Method FedEx Ground

Bill To
CITY OF MURFREESBORO
PO Box1139
Murfreesboro TN 37133
United States

Ship To
Teri Herron
MURFREESBORO FIRE DEPT (TN)
1311 Jones Blvd
Murfreesboro TN 37129
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
HURST Edraulic	273224000-1-...		273224000-1-HURST Custom HURST Edraulic SC358EWXT + Door Opener Tips	2	9,402.43	18,804.86
90-53-15			EWXT 9 Ah battery	4	550.38	2,201.52
90-53-21			EWXT Charger (110V)	2	373.85	747.70
272799000			S 799E2 Cutter Package (includes S 799E2 Cutter, charger, and 2 EXL batteries)	1	10,407.00	10,407.00

Ladder

Subtotal 32,161.08
Shipping Cost (FedEx Ground) 175.00
Total \$32,336.08

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1448851



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Date 02/23/2021
Quote # QT1448845
Expires 03/25/2021
Sales Rep Moore, Jeffrey S
PO #
Shipping Method FedEx Ground

Bill To

CITY OF MURFREESBORO
PO Box 1139
Murfreesboro TN 37133
United States

Ship To

Teri Herron
MURFREESBORO FIRE DEPT (TN)
1311 Jones Blvd
Murfreesboro TN 37129
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
HURST Edraulic	273224000-1-...		273224000-1-HURST Custom HURST Edraulic SC358EWXT + Door Opener Tips	1	9,402.43	9,402.43
90-53-15			EWXT 9 Ah battery	2	550.38	1,100.76
90-53-21			EWXT Charger (110V)	1	373.85	373.85

Pumper 1

Subtotal 10,877.04
Shipping Cost (FedEx Ground) 100.00
Total \$10,977.04

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1448845



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Date 02/23/2021
Quote # QT1448847
Expires 03/25/2021
Sales Rep Moore, Jeffrey S
PO #
Shipping Method FedEx Ground

Bill To
CITY OF MURFREESBORO
PO Box1139
Murfreesboro TN 37133
United States

Ship To
Teri Herron
MURFREESBORO FIRE DEPT (TN)
1311 Jones Blvd
Murfreesboro TN 37129
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
HURST Edraulic	273224000-1-...		273224000-1-HURST Custom HURST Edraulic SC358EWXT + Door Opener Tips	1	9,402.43	9,402.43
90-53-15			EWXT 9 Ah battery	2	550.38	1,100.76
90-53-21			EWXT Charger (110V)	1	373.85	373.85

Pumper 2

Subtotal 10,877.04
Shipping Cost (FedEx Ground) 100.00
Total \$10,977.04

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1448847

COUNCIL COMMUNICATION

Meeting Date: 04/22/2021

Item Title: Cannonsburgh Sidewalk Improvements by Rollins Excavating

Department: Parks and Recreation

Presented by: Nate Williams, Director

Requested Council Action:

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

Summary

Cannonsburgh Sidewalk Improvements.

Staff Recommendation

Approve Cannonsburgh Sidewalk Improvements by Rollins Excavating.

Background Information

The current sidewalk system at Cannonsburgh was completed in the late 1970s to early 1980s. There are sections in disrepair due to settling that are becoming tripping hazards, along with drainage issues. Approximately three quarters of the exposed aggregate sidewalk system needs to be replaced, totaling 3,018 square feet.

Council Priorities Served

Establish strong City brand

Safe sidewalks at Cannonsburgh Village will optimize the experience for visitors to Cannonsburgh Village.

Fiscal Impact

Total project cost is \$34,929 and is funded through the CIP.

Attachment

Rollins Estimate for Cannonsburgh Sidewalk Improvements

ESTIMATE ONLY

CITY OF MURFREESBORO

2021

ROLLINS EXCAVATING CO LLC

Job # 2130 Authorized By: _____

Date: 4 / 3 / 2021

WORK LOCATION: CANNONSBURG ACP _____

DESCRIPTION: SIDEWALK IMPROVEMENTS DATES: ESTIMATE

ITEM	DESCRIPTION	UNITS	QUANTITY	PRICE	TOTAL
General Concrete					
1	Std Dwg ST-12 Concrete Curb & Gutter In Place	LF		\$ 12.00	
2	Std Dwg ST-13 Concrete Rollover curb w/gutter in place	LF		\$ 12.00	
3	Std Dwg ST-14 Curb without Gutter in place	LF		\$ 12.00	
4	Std Dwg DW-2 Driveway Ramp residential 6" thick in place	SF		\$ 5.50	
5	Std Dwg DW-4 Driveway Ramp commercial 8" thick in place	SF	576	\$ 6.00	3456 ⁰⁰
6	Std Dwg TDOT RP-S-7 Concrete Sidewalk in place	SF		\$ 3.00	
7	Water Table Replacement	SF		\$ 5.00	
8	Concrete Lined Ditch	SF		\$ 4.00	
9	Handicap ramp in place	SF		\$ 12.00	
10	STD DWG TDOT D-PE-4 Straight Endwall Circular pipe in place	CY		\$ 300.00	
11	Steel Bar Reinforcing for Pipe End Walls	LBS		\$ 2.00	
12	Precast Manhole in place				
12a	0'-6' Deep	EA		\$ 800.00	
12b	6'-8' Deep	EA		\$ 900.00	
12c	8'-10' Deep	EA		\$ 1,200.00	
13	Rebuild Existing Manholes	EA		\$ 200.00	
14	Rebuild Existing Catch Basin	EA		\$ 200.00	
15	Combination Manhole Inlet in place				
15a	0'-6' Deep	EA		\$ 300.00	
15b	6'-8' Deep	EA		\$ 300.00	
15c	8'-10' Deep	EA		\$ 300.00	
16	Std Dwg DR-1 Single Inlet Drain In Place				
16a	0'-6' Deep	EA		\$ 700.00	
16b	6'-8' Deep	EA		\$ 900.00	
16c	8'-10' Deep	EA		\$ 1,000.00	
17	Std Dwg DR-3 or DR-4 Inlet Drain In Place				
17a	0'-6' Deep	EA		\$ 1,200.00	
17b	6'-8' Deep	EA		\$ 1,200.00	
17c	8'-10' Deep	EA		\$ 1,200.00	
18	Std Dwg DR-5 or DR-6 Single Inlet Drain for Rollover Curb and Gutter				
18a	0'-6' Deep	EA		\$ 1,200.00	
18b	6'-8' Deep	EA		\$ 1,200.00	
18c	8'-10' Deep	EA		\$ 1,200.00	

\$ 34,929.00
 TOTAL

CITY OF MURFREESBORO

2021

ROLLINS EXCAVATING CO LLC

Job # 2130 Authorized By: _____

Date: ____/____/____

WORK LOCATION: _____ ACP _____

DESCRIPTION: _____ DATES: _____

ITEM	DESCRIPTION	UNITS	QUANTITY	PRICE	TOTAL
19	Std Dwg DR-7 or DR-8 Double Inlet Drain for Rollover Curb and Gutter				
19a	0'-6' Deep	EA		\$ 1,500.00	
19b	6'-8' Deep	EA		\$ 1,500.00	
19c	8'-10' Deep	EA		\$ 1,500.00	
20	Std Dwg TDOT D-CB 42 Area Drain in place				
20a	0'-6' Deep	EA		\$ 1,200.00	
20b	6'-8' Deep	EA		\$ 1,200.00	
20c	8'-10' Deep	EA		\$ 1,500.00	
	PIPE				
21	15" RCP Class III in place	LF		\$ 20.00	
22	18" RCP Class III in place	LF		\$ 25.00	
23	24" RCP Class III in place	LF		\$ 35.00	
24	30" RCP Class III in place	LF		\$ 52.00	
25	36" RCP Class III in place	LF		\$ 72.00	
26	12" High Density Polyethylene (HDPE) Coorugated Pipe	LF		\$ 4.00	
27	15" High Density Polyethylene (HDPE) Coorugated Pipe	LF		\$ 5.00	
28	18" High Density Polyethylene (HDPE) Coorugated Pipe	LF		\$ 6.00	
29	24" High Density Polyethylene (HDPE) Coorugated Pipe	LF		\$ 6.00	
	PAVING				
30	Pavement replacement E Mix In place (by hand)	TN		\$ 55.00	
31	Pavement replacement B Modified Mix in place (by hand)	TN		\$ 85.00	
32	Pavement replacement A Mix in place (Machine)	TN		\$ 95.00	
33	Pavement replacement E Mix in place (Machine)	TN		\$ 10.00	
34	Pavement replacement B Modified Mix in place (Machine)	TN		\$ 98.00	
35	Pavement replacement D Mix in place (Machine)	TN		\$ 110.00	
36	TDOT Spec. 70-22 Asphalt Polymer	TN		\$ 110.00	
37	Parking lot paving E Mix	TN		\$ 140.00	
38	Mineral Aggregate, Type A Base, Grading D (in place)	TN	92	\$ 14.00	1288 ⁰⁰
39	Mineral Aggregate, (*size 57) (in place)	TN		\$ 24.00	
40	Place and Spread Topsoil	CY		\$ 3.00	
41	Furnish and Spread Topsoil	CY		\$ 4.00	
42	Sod In Place	SY		\$ 4.00	
43	Seeding (with mulch) (in place)	UNIT		\$ 200.00	
44	Fill material in place	CY		\$ 6.00	
45	Rock excavation	CY		\$ 40.00	

CITY OF MURFREESBORO

2021

ROLLINS EXCAVATING CO LLC

Job # 2130 Authorized By: _____

Date: ____/____/____

WORK LOCATION: _____ ACP _____

DESCRIPTION: _____ DATES: _____

ITEM	DESCRIPTION	UNITS	QUANTITY	PRICE	TOTAL
46	Drainage Excavation for new open ditch sections only	CY		\$ 2.00	
47	Drainage Ditch Rip Rap 6" dia (in place)	TN		\$ 15.00	
48	Erosion Control Blanket (North American Green SC 150 or equivalent) (in place) (EC-STR-34)	SY		\$ 3.00	
49	Woven Filter Fabric (Mirafi 500X or equivalent)	SY		\$ 4.00	
50	Non-woven Filter Fabric (Mirafi 140N or equiv)	SY		\$ 3.00	
51	Silt Fence (w/o backing) (in place) (EC-STR-3B)	LF		\$ 5.00	
52	12 IN Sediment Tube (in place) (EC-STR-37)	LF		\$ 7.00	
53	Selective Tree Removal				
53a	0-6" Diameter	EA		\$ 50.00	
53b	6-12" Diameter	EA		\$ 50.00	
53c	12-24" Diameter	EA		\$ 50.00	
54	Casting Adjustments				
54a	Storm Drain	EA		\$ 400.00	
54b	Manholes (Riser)	EA		\$ 200.00	
54c	Water Valve Boxes	EA		\$ 300.00	
54e	Manhole (Casting)	EA		\$ 400.00	
54g	Area Drains	EA		\$ 400.00	
	TRAFFIC CONTROL IN PLACE				
55	Flagman	HR		\$ 35.00	
56	Drums for Channelization (per placement)	EA		\$ 40.00	
57	Signs (4' x 4' minimum)	SF		\$ 10.00	
58	Warning Lights (Type C)	P/DAY		\$ 5.00	
59	Cones (18" minimum)	P/DAY		\$ 5.00	
60	Interconnected Portable Barrier Rail	LF		\$ 70.00	
61	Barricade (Type III)	EA		\$ 100.00	
62	Arrow Board	EA		\$ 800.00	
63	Flag Truck	HR		\$ 65.00	
	EQUIPMENT				
64	Backhoe w/Operator	HR		\$ 75.00	
65	14 yds Dump Truck w/driver	HR	40	\$ 80.00	3200 ⁰⁰
66	Dozer w/driver	HR		\$ 90.00	
67	Compressor & Air Hand Tools w/operator	HR		\$ 100.00	
68	Grader w/Operator	HR		\$ 115.00	
69	Box Scraper w/Operator	HR		\$ 20.00	
70	Skid Steer w/Operator	HR		\$ 80.00	
71	Chain Saw w/Operator	HR		\$ 50.00	
72	Asphalt Saw w/Operator	HR	10	\$ 75.00	750 ⁰⁰
73	Vibrating Plate w/Operator	HR		\$ 40.00	
74	6-8 Ton Roller w/Operator	HR		\$ 80.00	
75	Water Truck w/Driver	HR		\$ 40.00	
76	Broom Truck w/Operator	HR		\$ 90.00	
77	Mini-Trackhoe w/Opertaor (<12,000 lbs)	HR	40	\$ 90.00	3600 ⁰⁰
78	Trackhoe w/Operator (>12,000 lbs)	HR		\$ 140.00	
79	Grade-All w/Operator	HR		\$ 5.00	

CITY OF MURFREESBORO
Job # 2130 Authorized By: _____

2021

ROLLINS EXCAVATING CO LLC

Date: ____/____/____

WORK LOCATION: _____ ACP _____

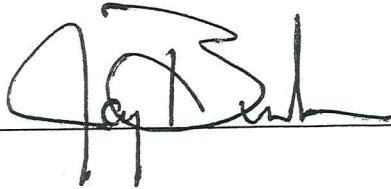
DESCRIPTION: _____ DATES: _____

ITEM	DESCRIPTION	UNITS	QUANTITY	PRICE	TOTAL
PERSONNEL					
80	Crew Leader, Regular Time	HR		\$ 45.00	
81	Crew Leader, Overtime	HR		\$ 10.00	
82	Laborer, Regular Time	HR		\$ 35.00	
83	Driver, Overtime	HR		\$ 10.00	
84	Operator, Overtime	HR		\$ 10.00	
85	Laborer, Overtime	HR		\$ 10.00	
MATERIALS**					
86	Concrete, dumped in place	CY		\$ 150.00	
	PEA GRAVEL CONCRETE	SF	3018	\$ 7.50	22,635 ⁰⁰
**Any materials used but not covered in Unit Price list will be paid at cost plus 10%					

GRAND TOTAL

\$34,929⁰⁰

SIGNATURE: _____



Does not include sealer if required.
Estimated \$1500⁰⁰ to seal.

\$1100⁰⁰ Sealer
400⁰⁰ Labor

COUNCIL COMMUNICATION

Meeting Date: 04/22/2021

Item Title: Jordan Farms Lighting Project – Electric Easement

Department: Parks & Recreation

Presented by: Nate Williams, Director

Requested Council Action:

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

Summary

Provide electric easement to Middle Tennessee Electric to allow service for the field lighting at Jordan Farms.

Staff Recommendation

Approve the request to provide an electrical easement to Middle Tennessee Electric.

Background Information

Staff requests approval of an electrical easement to Middle Tennessee Electric across City property at 1223 Cherry Lane to allow a new overhead and underground line to replace the existing pole line that currently serves Water Resources. This new line will provide electrical service to Jordan Farms soccer fields for necessary field lighting along with serving Water Resources. Once the new line is installed, the existing pole line and easement will be abandoned.

Planning Commission recommended approval of this easement on April 21, 2021.

Council Priorities Served

Expand infrastructure

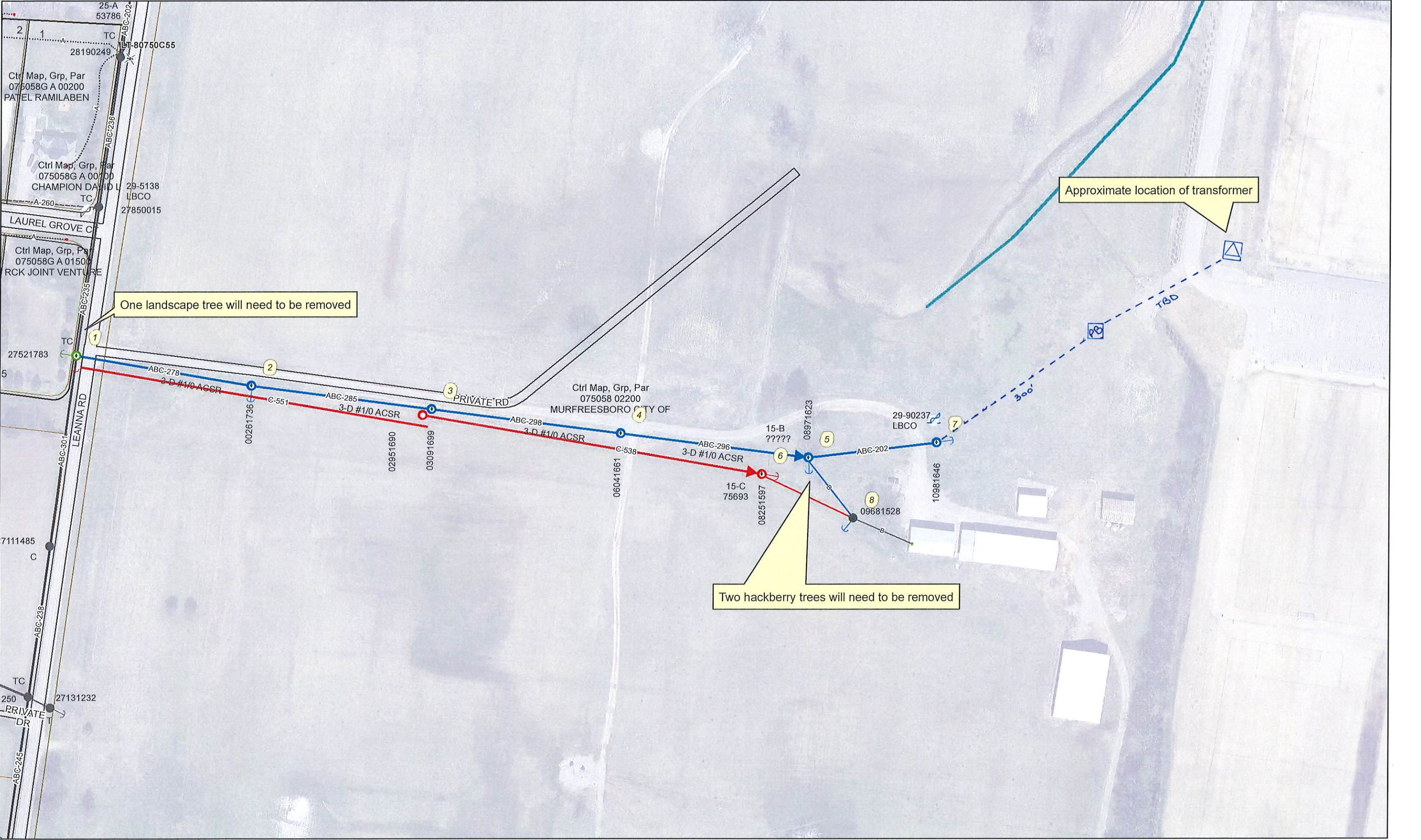
The extension of electrical infrastructure provides necessary utilities for City Parks.

Fiscal Impact

There is no cost associated with this exchange of easement.

Attachment

Exhibit – Electrical Easement - Line Routing



COUNCIL COMMUNICATION

Meeting Date: 04/22/2021

Item Title: CIP Equipment Purchase
Department: Solid Waste
Presented by: Russell Gossett, Director of Solid Waste

Requested Council Action:

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

Summary

Purchase of three trucks for Solid Waste Department.

Staff Recommendation

Approval to purchase three Peterson TL3 Lighting Loaders mounted on International MV607.

Background Information

The proposed purchases are needed for the Solid Waste Department's operations. This equipment is budgeted in the CIP funds for FY22. State statute and Council Resolution authorizes cooperative purchases. All equipment items to be purchased will be through a Sourcewell Cooperative Purchasing Program contract which provides the most competitive prices for the items the department needs.

Council Priorities Served

Excellent Services with a Focus on Customer Service

Well-functioning equipment assures the Department is consistently able to respond to the community's needs, provides operational efficiencies, and improves employee safety.

Fiscal Impact

Funding for these purchases were approved in the FY22 CIP. Funding for these purchases, totaling \$473,913.90 were approved in the FY22 CIP.

Attachments

Lighting Loader contract final.

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
CMI EQUIPMENT SALES, INC.
FOR PURCHASE OF PETERSON TL3 LIGHTNING LOADER**

This Contract is entered into and effective as of the _____ day of _____ 2021, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **Construction Municipal Industrial Equipment Sales, Inc. dba CMI Equipment Sales**, a corporation of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Sourcewell's Contract with Petersen Industries, Inc., No.041217-P11***
- ***Price Quotation No.01-2544 from CMI Equipment Sales, Inc. dated April 1, 2021 for a 2022 Peterson TL3 Lightning Loader mounted on International MV607 SBA***
- ***Any properly executed amendments to this Agreement***

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

- ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Third, Sourcewell Contract with Peterson Industries, Inc. No.041217-P11***
- ***Fourth, Price Quotation No. 01-2544 dated April 1, 2021 from CMI Equipment Sales, Inc. for a 2022 Peterson TL3 Lightning Loader mounted on International MV607 SBA***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: **Three (3)** 2022 Peterson TL3 Lightning Loaders mounted on International MV607 SBA as set forth in the Sourcewell Contract #041217-P11 with Peterson Industries, Inc. using authorized dealer CMI Equipment Sales, Inc.'s Price Quotation No. 01-2544 dated April 1, 2021. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the Sourcewell Contract #041217-P11 through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.
2. **Term.** The term of this contract shall be from _____, 2021 (the "Effective Date") to the expiration of the Sourcewell Contract #041217-ODB on July 7, 2021. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. **Price; Compensation; Method of Payment.**

- a. The price for the goods and other items to be provided under this Contract is set forth in the Price Quotation No. 01-2544 dated April 1, 2021 from CMI Equipment Sales, Inc. for **three (3) 2022 Peterson TL3 Lightning Loaders mounted on International MV607 SBA** at a purchase price of **\$157,971.30 each, for a Total Purchase Price of \$473,913.90**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. Deliveries and pick-up of all items for the Solid Waste Department shall be made within two weeks of issuance of Purchase Order to Attn: Russell Gossett – Solid Waste Department – 4765 Florence Road, Murfreesboro, TN 37129. Contact Person Russell Gossett (tel. 615-893-3681; email: rgossett@murfreesborotn.gov) 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.
- c. Deliveries of all items shall be made as stated in the Contract documents. 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.
- d. 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 Contractor's Quote.
- e. 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. **Warranty.** Unless otherwise specified, every item on the Quote shall meet the warranty requirements set forth on the Price Quote No.01-2544 and Sourcewell Contract with Peterson Industries, Inc. No.041217-P11.

5. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees

and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor 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 Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. 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 Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - 1. Procure for the City the right to continue using the products or services.
 - 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability 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 else approved by Contractor, 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.

6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:
City of Murfreesboro
Attn: City Manager

If to the Contractor:
CMI Equipment Sales
Nick Collier, Territory Manager

111 West Vine Street
Murfreesboro, TN 37130

211 Depot Street
Goodlettsville, TN 37072

7. **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.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, 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.
14. **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, Contractor 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's 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 Contractors. 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.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice,

investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder
17. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **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.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution
22. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021
(the “Effective Date”).

CITY OF MURFREESBORO

CMI Equipment Sales

By: _____
Shane McFarland, Mayor

By: _____
John Scott, General Manager

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney



CMI Equipment Sales, Inc.

P.O. Box 1528

Goodlettsville, TN 37070

www.cmiequip.com 615-227-7800

QUOTE - DO NOT PAY

Quote: 01-2544

Date: 4/1/2021

PO:

CustId: C/ MURFEESBORO

Cust Email: ST DEPT=615-893-4380

Phone: (615) 893-5210

Salesperson: NickC

User: AlexA

Bill To:

City of Murfreesboro
PO Box 1139
Murfreesboro, TN 37133

Ship To:

City of Murfreesboro

Sourcewell Contract # 041217-P11

Duration of Warranty:

Lightning Loader Major Structural Component Parts: 3 years

Non-hydraulic Replacement Parts: 1 year

Hydraulic Components: 1 year

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
TL3	QU	Petersen TL3 PT - mounted on 2022 International MV607 SBA Chassis: Cummins B6.7 250 HP/660 LB-FT Torque Chassis: Allison 3500 RDS, 33k GVWR Dump Body: Model HDX-2030 Hardox Body 1/8" Sides, 3/16" Floor Dump Body: Standard Barn Doors for Body Dump Body: Wire Loom for Body Wiring Dump Body: LED Type Body Lights, 15 EA. Dump Body: Amber LED Flashers in Rear Corner Post Dump Body: ANSI Z245 Package Dump Body: Body Color: Black Loader: Heavy Duty Swing Motor Loader: Quadstick Mech Controls Loader: Grating Heat Shield Loader: HDHI Outtrigger Strobe Loader: Standard Bucket 60" Loader: Boom-up Warning Light/Audible Alarm Loader: Hose Guards - Head & Valve Bank Loader: HD Control Box; Throttle Engine Kill & Horn Loader: Tandem Pump in Lieu of Single 18 GMP Loader: Single Color PI Orange	1.0000		\$157,971.30		
Total TL3							\$157,971.30
Total:							\$157,971.30

Totals	Sub Total:	\$157,971.30
	Total Tax:	\$0.00
	Invoice Total:	\$157,971.30

COUNCIL COMMUNICATION

Meeting Date: 04/22/2021

Item Title: Main Street Banner Request

Department: Street Department

Presented by: Jami Coffelt

Requested Council Action:

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

Summary

Exchange Club of Murfreesboro banner for Prevention of Child Abuse Month.

Staff Recommendation

Approve a banner to be displayed from April 1st 2022-April 11th 2022.

Background Information

The Exchange Club of Murfreesboro promotes April is Prevention of Child Abuse Month annually. The banner helps to raise awareness of the importance of child abuse prevention.

Council Priorities Served

Establish strong City brand

Banners hung across East Main Street engages our community in various activities and communicates special events to the general public thereby enhancing the City reputation through an active community involvement.

Fiscal Impact

None



EXCHANGE

EXCHANGE CLUB OF MURFREESBORO, TN

PO Box 941 Murfreesboro TN 37133-0941
WrightDonTN@GMail.com 615-641-0121

April 01, 2021

Jami Coffelt
Administrative Assistant II
Murfreesboro City Street Department
620 West Main Street
Murfreesboro TN 37129-3586

RE: Main Street Banner
April is Prevention of Child Abuse Month
April 01 to April 11, 2022

The Exchange Club of Murfreesboro would like to reserve the use of the gratis banner space on East Main Street in order to again promote "April is Prevention of Child Abuse Month" for the dates above.

The Exchange Club of Murfreesboro will provide the proper banner and hardware requirements.

Sincerely,

Don Wright
Public Relations Director

COUNCIL COMMUNICATION

Meeting Date: 04/22/2021

Item Title: Street Department Vehicle and Equipment Purchases

Department: Street Department

Presented by: Raymond Hillis

Requested Council Action:

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

Summary

Purchase of vehicles and equipment for Street Department.

Staff Recommendation

Approve the purchase of two Dodge ¾ ton trucks, two Viking freightliner dual axle dump trucks, two New Holland Powerstar 75 street tractors, one Viking 1-ton dump truck and one Vermeer skid steer w/ log grapple.

Background Information

The proposed purchases are required for the Street Department's operations. State statute and Council Resolution authorizes cooperative purchases. Purchase of the two Dodge Ram ¾ ton trucks will be done through the General Services and Procurement Office contract with Chrysler, Dodge, Jeep, Ram. The other items up for purchase are contracted through Sourcewell to provide the most competitive prices for the items the department needs.

Council Priorities Served

Excellent Services with a Focus on Customer Service

Well-functioning equipment assure the Department is consistently able to respond to the community's needs, provides operational efficiencies and improves employee safety.

Fiscal Impact

Funding for these purchases were approved in the FY22 CIP. Funding for these purchases, totaling \$512,195 were approved in the FY22 CIP.

Attachments

1. Price quote from Chrysler, Dodge, Jeep, Ram for one ¾ ton truck
2. State of TN, Dept. of General Services and Procurement Office Contract #64423
3. City of Murfreesboro contract with CDJR
4. Price quote from Chrysler, Dodge, Jeep, Ram for additional ¾ ton truck
5. State of TN, Dept. of General Services and Procurement Office Contract #64423
6. City of Murfreesboro contract with CDJR
7. Price quote from Viking Cives Midwest for two freightliner dump trucks
8. Sourcewell Contract
9. City of Murfreesboro contract with Viking Cives
10. Price quote from Viking Cives Midwest for a 1-ton dump truck
11. Sourcewell Contract
12. City of Murfreesboro Contract with Viking Cives
13. Price quote from New Holland for two Powerstar 75 street tractors
14. Sourcewell Contract
15. City of Murfreesboro contract with New Holland
16. Price quote from Vermeer for one skid steer with log grapple
17. Sourcewell contract
18. City of Murfreesboro contract with Vermeer



QUOTE

Number RXRYQ2860-01

Date Mar 24, 2021

106 S. James Campbell Blvd, Columbia, TN 38401

t. 615-631-1248 f. 888-628-4003

Sold To

Murfreesboro Street Depart

Jamie Walden
620 W. Main Street
Murfreesboro, TN 37129

Ship To

Murfreesboro Street Depart

Jamie Walden
620 W. Main Street
Murfreesboro, TN 37129

Your Sales Rep

Rodney L. King Sr.

Cell: (615) 631-1248

Fax: (888) 628-4003

rking@cdjrcolumbia.com

Phone (615) 893-4380

Fax (615) 904-6519

Phone (615) 893-4380

Fax (615) 904-6519

Vehicle must be ordered.

2021 model year order cutoff was 3/1/2021. Vehicle will have to be ordered as a 2022. We haven't been told when the ordering window will open.

Added the inverter to the quote.

Terms		P.O. Number	Ship Via	
Net 30 Days		Required	Ground	
Line	Qty	Description	Unit Price	Ext. Price
1		2020-2021 Statewide Contract #209 - 64423:		
2	1	2021 Ram 3500 Crew Cab Chassis 4x4 (172.4" WB - CA of 60"), base price including: 6.7L I6 Cummins Turbo Diesel Engine 6-Speed Automatic AISIN Heavy Duty Transmission Monotone Paint HD Vinyl 40/20/40 Split Bench Seat Interior Color: Black/Diesel Gray See the attached list of standard features for more information	\$39,679.00	\$39,679.00
3		Running SubTotal		\$39,679.00
4		Factory Selected Options:		
5	1	Exterior Color: Bright White Clear Coat Other color options available upon request	\$0.00	\$0.00
6	1	Trailer Brake Control	\$370.00	\$370.00
7	1	Front License Plate Bracket	\$0.00	\$0.00
8	1	Mopar Black Tubular Side Steps	\$495.00	\$495.00
9		SubTotal		\$865.00
10		Running SubTotal		\$40,544.00
11		Aftermarket Equipment:		

Line	Qty	Description	Unit Price	Ext. Price
12	1	Knapheide model 61084, including: Body Material - 14 ga Cab to Axle - 60" Body Length - 108 Body Floor - 12 ga Treadplate Compartment Height: 40" Compartment Depth: 14.5" Body Width: 78" Load Space Width: 49" Street Side Compartments: 1st Vertical - C-Tech Drawer Unit 4-3" Drawers Horizontal - Open Rear Vertical - One (1) Adjustable Shelves w/Dividers Curb Side Compartments: 1st Vertical - Two (2) Adjustable Shelves w/Dividers Horizontal - One (1) Bolt-in Shelf w/Dividers Rear Vertical - Two (2) Adjustable Shelves w/Dividers Universal Class 5 Receiver Hitch 7 Pin RV Trailer Socket 3000 Watt Inverter	\$9,256.21	\$9,256.21
13		SubTotal		\$9,256.21
14		Running SubTotal		\$49,800.21
15		Aftermarket Emergency Lighting:		
16	1	Amber Light Bar: Mounted on Roof	\$1,431.75	\$1,431.75
17	1	Toggle Switches to TurnLights On/Off, located on the dash	\$0.00	\$0.00
18	4	Front and Rear Emergency Lighting, including: Micro Pulse Ultra LED Lights - 2 Amber lights in the grill and under the tail gate (total of 4 lights)	\$66.70	\$266.80
19	4	Front and Rear Emergency Lighting, including: Micro Pulse Ultra LED Lights - 2 White lights in the grill and under the tail gate (total of 4 lights)	\$66.70	\$266.80
20	1	Installation	\$523.25	\$523.25
21		SubTotal		\$2,488.60
22		Running SubTotal		\$52,288.81
23		Miscellaneous Items:		
24	1	Deliver to Body Builder	\$115.00	\$115.00
25	1	Temporary Tag	\$7.25	\$7.25
26		Running SubTotal		\$52,411.06
			SubTotal	\$52,411.06
			Tax	\$0.00
			Shipping	\$0.00
			Total	\$52,411.06

Pricing Good For Current Model Year Only Subsequent Model Price May Vary
Vehicles Subject to Production by Fiat-Chrysler Automobiles
Production Lead Times Vary by Model & Options are subject to control by FCA Group

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
TT OF COLUMBIA, INC. dba Chrysler, Dodge, Jeep, Ram, and Fiat of Columbia
FOR PURCHASE OF VEHICLE**

This Contract is entered into and effective as of the _____ day of _____ 2021, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **TT OF COLUMBIA, INC. dba Chrysler, Dodge, Jeep, Ram, and Fiat of Columbia**, a corporation of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Contractor's State of Tennessee Contract No. 64423 with TT of Columbia*
- *Price Quote Sheet No. RXRYQ2860-02 dated March 26, 2021 from TT of Columbia, Inc. for 2021 Dodge Ram 3500 Crew Cab Chassis 4x4 172.4" WB-CA of 60" (DD8L93)*
- *Any properly executed amendments to this Agreement*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, Contractor's State of Tennessee Contract No. 64423 with TT of Columbia, Inc.*
- *Finally, Price Quote Sheet No. RXRYQ2860-02 dated March 26, 2021 from TT of Columbia, Inc. for 2021 Dodge Ram 3500 Crew Cab Chassis 4x4 172.4" WB-CA of 60" (DD8L93)*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: One (1) 2021 Dodge Ram 3500 Crew Cab Chassis 4x4 172.4" WB-CA of 60" (DD8L93) as set forth in the State of Tennessee Contract No. 64423 with TT of Columbia, Inc. and Contractor's Price Quote Sheet Number RXRYQ2860-02 dated March 26, 2021. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the State of Tennessee Contract No. 64423 through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.
2. **Term.** The term of this Contract shall be from _____, 2021 (the "Effective Date") to the expiration of the State of Tennessee No. Contract 64423 on September 30, 2021 or as amended by the State of Tennessee. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in the Price Quote Sheet No. RXRYQ2860-02 from TT of Columbia, Inc. dated March 26, 2021, reflecting a **Total Purchase Price of \$52,411.06**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
 - b. Deliveries of all items for the Street Department shall be made within 90 days of issuance of Purchase Order to Attn: Kane Adams – Street Department – 620 West Main Street, Murfreesboro, TN 37130. Contact Person Kane Adams (tel. 615-893-4380; email: kadams@murfreesborotn.gov) 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.
 - c. Deliveries of all items shall be made as stated in the Contract documents. 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.
 - d. 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 Contractor's Quote.
 - e. 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. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.
5. **Indemnification.**
- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor 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 Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. 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 Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - 1. Procure for the City the right to continue using the products or services.
 - 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability 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 else approved by Contractor, 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.

6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

City of Murfreesboro
Attn: City Manager
111 West Vine Street
Murfreesboro, TN 37130

If to the Contractor:

TT of Columbia, Inc. dba Chrysler, Dodge,
Jeep, Ram, and Fiat of Columbia
Attn: Rodney L. King, Sr.
106 James Campbell Blvd.
Columbia, TN 38401

7. **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.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, 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.
14. **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, Contractor 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's 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 Contractors. 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.

15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder
17. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **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.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution
22. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021
(the "Effective Date").

CITY OF MURFREESBORO

TT of COLUMBIA, INC.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: Craig Baton
9781F0C8808C8473
Craig Baton, Fleet Manager

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
43A2035E51F9406
Adam F. Tucker, City Attorney



QUOTE

Number RXRYQ2862-02

Date Apr 6, 2021

106 S. James Campbell Blvd, Columbia, TN 38401
t. 615-631-1248 f. 888-628-4003

Sold To

Murfreesboro Street Depart
Jamie Walden
620 W. Main Street
Murfreesboro, TN 37129

Ship To

Murfreesboro Street Depart
Jamie Walden
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Your Sales Rep

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Fax (615) 904-6519

Phone (615) 893-4380
Fax (615) 904-6519

Vehicle must be ordered.

2021 model year order cutoff was 3/1/2021. Vehicle will have to be ordered as a 2022. We haven't been told when the ordering window will open.

We might still be able to order a 2021 but it's not guaranteed.

Terms		P.O. Number	Ship Via	
Net 30 Days		Required	Ground	
Line	Qty	Description	Unit Price	Ext. Price
1		2020-2021 Statewide Contract #209 - 64423:		
2	1	D28L92 - Ram 3500 Tradesman Crew Cab 4X4 (169 in WB 8 FT box) MSRP, including: 6.7L I6 Cummins Turbo Diesel Engine 6-Spd AutomaticTransmission Power Windows, Locks, and Mirrors Interior Color: Black/Diesel Gray Heated Trailer Tow Mirrors See List of Standard Features for more Info	\$52,880.00	\$52,880.00
3	1	State Contract Discount	-\$13,904.00	-\$13,904.00
4		State Contract Price:		\$38,976.00
5		Factory Selected Options:		
6	1	Exterior Color: Bright White Clear Coat	\$0.00	\$0.00
7	1	Trailer Brake Control	\$295.00	\$295.00
8	1	Front License Plate Bracket	\$0.00	\$0.00
9		Power Adjustable Heated Trailer Tow Mirors are a standard feature on the Tradesman 3500		
10		SubTotal		\$295.00

Line	Qty	Description	Unit Price	Ext. Price
11		Running SubTotal		\$39,271.00
12		Aftermarket Emergency Lighting:		
13	1	Amber Light Bar: Mounted on Roof	\$1,431.75	\$1,431.75
14	1	Toggle Switches to TurnLights On/Off, located on the dash	\$0.00	\$0.00
15	4	Front and Rear Emergency Lighting, including: Micro Pulse Ultra LED Lights - 2 Amber lights in the grill and under the tail gate (total of 4 lights)	\$66.70	\$266.80
16	4	Front and Rear Emergency Lighting, including: Micro Pulse Ultra LED Lights - 2 White lights in the grill and under the tail gate (total of 4 lights)	\$66.70	\$266.80
17	1	Installation	\$523.25	\$523.25
18		SubTotal		\$2,488.60
19		Running SubTotal		\$41,759.60
20		Miscellaneous Items:		
21	1	Temporary Tag	\$7.25	\$7.25
22		Running SubTotal		\$41,766.85
			SubTotal	\$41,766.85
			Tax	\$0.00
			Shipping	\$0.00
			Total	\$41,766.85

Pricing Good For Current Model Year Only Subsequent Model Price May Vary
Vehicles Subject to Production by Fiat-Chrysler Automobiles
Production Lead Times Vary by Model & Options are subject to control by FCA Group

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
TT OF COLUMBIA, INC. dba Chrysler, Dodge, Jeep, Ram, and Fiat of Columbia
FOR PURCHASE OF VEHICLE**

This Contract is entered into and effective as of the _____ day of _____ 2021, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **TT OF COLUMBIA, INC. dba Chrysler, Dodge, Jeep, Ram, and Fiat of Columbia**, a corporation of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Contractor's State of Tennessee Contract No. 64423 with TT of Columbia*
- *Price Quote Sheet No. RXRYQ2862-02 dated April 6, 2021 from TT of Columbia, Inc. for 2022 Dodge Ram 3500 Tradesman Crew Cab 4x4 169" WB 8 FT Box (D28L92)*
- *Any properly executed amendments to this Agreement*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, Contractor's State of Tennessee Contract No. 64423 with TT of Columbia, Inc.*
- *Finally, Price Quote Sheet No. RXRYQ2862-02 dated April 6, 2021 from TT of Columbia, Inc. for 2022 Dodge Ram 3500 Tradesman Crew Cab 4x4 169" WB 8 FT Box (D28L92)*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: One (1) 2022 Dodge Ram 3500 Tradesman Crew Cab 4x4 169" WB 8 FT Box (D28L92) as set forth in the State of Tennessee Contract No. 64423 with TT of Columbia, Inc. and Contractor's Price Quote Sheet Number RXRYQ2862-02 dated April 6, 2021. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the State of Tennessee Contract No. 64423 through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.
2. **Term.** The term of this Contract shall be from _____, 2021 (the "Effective Date") to the expiration of the State of Tennessee No. Contract 64423 on September 30, 2021 or as amended by the State of Tennessee. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in the Price Quote Sheet No. RXRYQ2862-02 from TT of Columbia, Inc. dated April 6, 2021, reflecting a **Total Purchase Price of \$41,766.85**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
 - b. Deliveries of all items for the Street Department shall be made within 90 days of issuance of Purchase Order to Attn: Kane Adams – Street Department – 620 West Main Street, Murfreesboro, TN 37130. Contact Person Kane Adams (tel. 615-893-4380; email: kadams@murfreesborotn.gov) 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.
 - c. Deliveries of all items shall be made as stated in the Contract documents. 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.
 - d. 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 Contractor's Quote.
 - e. 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. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.
5. **Indemnification.**
- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor 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 Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. 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 Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - 1. Procure for the City the right to continue using the products or services.
 - 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability 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 else approved by Contractor, 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.

6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

City of Murfreesboro
Attn: City Manager
111 West Vine Street
Murfreesboro, TN 37130

If to the Contractor:

TT of Columbia, Inc. dba Chrysler, Dodge,
Jeep, Ram, and Fiat of Columbia
Attn: Rodney L. King, Sr.
106 James Campbell Blvd.
Columbia, TN 38401

7. **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.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, 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.
14. **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, Contractor 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's 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 Contractors. 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.

15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder
17. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **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.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution
22. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021
(the "Effective Date").

CITY OF MURFREESBORO

TT of COLUMBIA, INC.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: Craig Baton
Craig Baton, Fleet Manager

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
Adam F. Tucker, City Attorney



22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

Quote

Quote #	Date
167154	03/15/21

Customer		
CITY OF MURFREESBORO, TN *****email invoices*****		
MURFREESBORO	TN	37133

Ship To	
CITY OF MURFREESBORO, TN 620 W MAIN ST	
MURFREESBORO TN	37129

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	JORD	03/15/21			

Item	Description	Ordered	UOM	Price Per	Total Price
SOURCEWELL	Sourcewell Contract # 080818-VCM Customer member # (20562) Item sold (SW-TK0110, SW-TK0554, SW-CH0210)	1.00	EA	0.00	0.00
SALES	TDOT 13' tandem axle demo truck to be installed on Freightliner, which includes: <ul style="list-style-type: none"> - TDOT-style 13' x 42" high-lift dump body - Force America hydraulics - TDOT-style Whelen lighting system - Mailhot CS120-4.5-3 DA hoist - Rear hinge with integral safety props - Hoist mounting cradle with body guides - 3/4" pintle plate welded and gusseted to frame - PH30 pintle hook with d-rings, gladhands, and trailer plug - Front bumper hitch kit with drop bars - Viking MW30R10 plow assembly - Viking 13' dual auger spreader with tops screens (no tanks) - Viking 13' galvanized steel spreader stand - ABL 3800 Series LED plow lights - Mud flaps - Single stage urethane paint (black) 	1.00	EA	101,358.00	101,358.00
SW-CH0205	Tandem axle truck for 13-17' body packages, 2020 Freightliner 108SD	1.00	EA	93,387.00	93,387.00

Prepared By: Chris
Memo: SOURCEWELL

Sub-Total	194,745.00
Shipping	0.00
Discount	0.00
Taxes	0.00
Total	194,745.00

Customer must fill out the information below before the order can be processed.

Accepted by: _____ Date: _____ P.O.#: _____

*Quoted price does not include any applicable taxes.

*Terms are Due Upon Receipt unless prior credit

*Terms for established accounts, NET 30 days

*Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis

x2

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
VIKING-CIVES MIDWEST, INC.
FOR DUMP TRUCK PURCHASE**

This Contract is entered into and effective as of the _____ day of _____ 2021, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **VIKING-CIVES MIDWEST, INC.**, a corporation of the State of Missouri ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Sourcwell's Contract with Viking-Cives Midwest, Inc. #080818-VCM*
- *Price Quotation #167154 dated March 26, 2021 from Viking-Cives Midwest, Inc. for a 13' Tandem Axle Freightliner Chassis with dump bed, salt spreader, and snow plow*
- *Any properly executed amendments to this Agreement*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, Contractor's Sourcwell Contract with Viking-Cives Midwest, Inc. #080818-VCM*
- *Fourth, Price Quotation #167154 dated March 26, 2021 from Viking-Cives Midwest, Inc. for a 13' Tandem Axle Freightliner Chassis with dump bed, salt spreader, and snow plow*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: Two (2) 2020 13' Tandem Axle Freightliner Chassis with dump bed, salt spreader, and snow plow as set forth in the Sourcwell Contract #080818-VCM with Viking-Cives Midwest, Inc. and Contractor's Price Quotation #167154 dated March 26, 2021. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the Sourcwell Contract #080818-VCM through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.
2. **Term.** The term of this contract shall be from _____, 2021 (the "Effective Date") to the expiration of the Sourcwell Contract #080818-VCM, October 29, 2022. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in the Price Quotation #167154 from Viking-Cives Midwest, Inc. dated March 26, 2021 for two (2) 2020 *13' Tandem Axle Freightliner Chassis with dump bed, salt spreader, and snow plow* at a purchase price of **\$194,745.00** each, reflecting a **Total Purchase Price of \$389,490.00**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
 - b. Deliveries and pick-up of all items for the Street Department shall be made within two weeks of issuance of Purchase Order to Attn: Kane Adams – Street Department – 620 W. Main Street, Murfreesboro, TN 37130. Contact Person Kane Adams (tel. 615-893-4380; email: kadams@murfreesborotn.gov) 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.
 - c. Deliveries of all items shall be made as stated in the Contract documents. 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.
 - d. 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 Contractor's Quote.
 - e. 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. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.
5. **Indemnification.**
- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees

and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor 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 Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. 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 Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - 1. Procure for the City the right to continue using the products or services.
 - 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability 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 else approved by Contractor, 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.

6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

City of Murfreesboro
Attn: City Manager
111 West Vine Street
Murfreesboro, TN 37130

If to the Contractor:

Viking-Cives Midwest
Attn: Dave Wentzel
22956 Hwy. 61
P.O. Box 295
Morley, MO 63767
dwentzel@vikingcivesmidwest.com

7. **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.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, 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.
14. **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, Contractor 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's 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 Contractors. 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.

15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder
17. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **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.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution
22. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

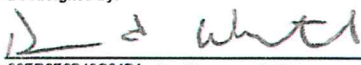
[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021
(the "Effective Date").


CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

VIKING-CIVES MIDWEST, INC.

DocuSigned by:
By:  _____
Dave Wentzel, General Manager

APPROVED AS TO FORM:

DocuSigned by:
 _____
Adam F. Tucker, City Attorney



22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

Quote

Quote #	Date
167188	03/26/21

Customer		
CITY OF MURFREESBORO, TN 620 W MAIN ST		
MURFREESBORO	TN	37210

Ship To	
CITY OF MURFREESBORO, TN 620 W MAIN ST	
MURFREESBORO TN	37129

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	JORD	03/26/21			

Item	Description	Ordered	UOM	Price Per	Total Price
SOURCEWELL	Sourcewell Contract # 080818-VCM Customer member # (20562) Item sold (SW-TK0500, SW-TK0554, SW-SP0100, SW-SR0210, NJ2500)	1.00	EA	0.00	0.00
SALES	10' medium duty dump body that includes doghouse and cab shield corners - less hoist, load cover, LED warning lights, tension hoop, auxiliary hydraulic connections and installation - Western Style crossmemberless design - Corten material - 16" side height - 24" tailgate height - 1/4" AR450 floor - Pullout ladder with grab handle - Fully welded and dirt-shedding - 1/4" Corten trapezoid style, fully enclosed long sills (no splices) - Horizontal bracing sloped and fully welded - Driver's side hydraulic lines to rear for spreader hookup - Offset tailgate with sideboard pockets - Flush-mount tailgate	1.00	EA	33,113.00	33,113.00
SALES	Scissor hoist package	1.00	EA	0.00	0.00
MSRP2370	Window shade style pullout tarp for single axle body	1.00	EA	0.00	0.00
SALES	Municipal lighting package	1.00	EA	0.00	0.00
SALES	Pintle plate kit that includes 2" receiver, 1/2" plate, and d-rings	1.00	EA	0.00	0.00
MSRP9100	Single axle install kit (includes miscellaneous electrical components and hardware)	1.00	EA	0.00	0.00
MSRP9140	Mud flap kit (includes front anti-sails and rear removable pin brackets)	1.00	EA	0.00	0.00
MSRP9150	18X18X24 stainless steel tool box (includes	1.00	EA	0.00	0.00



22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

Quote

Quote #	Date
167188	03/26/21

Customer		
CITY OF MURFREESBORO, TN 620 W MAIN ST		
MURFREESBORO	TN	37210

Ship To		
CITY OF MURFREESBORO, TN 620 W MAIN ST		
MURFREESBORO	TN	37129

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	JORD	03/26/21			

Item	Description	Ordered	UOM	Price Per	Total Price
	stainless handle and brackets installed)				
TNID1000176369	Snow Plow, 8' X 29, Electrical Control System	1.00	EA	9,086.00	9,086.00
TNID1000176367	Spreader, Vbox, 3 CY hopper, auger, 107 length, electric control	1.00	EA	10,733.00	10,733.00
SALES	2021 Ram 5500 Chassis Cab (DP0L64) Tradesman 4x4 Reg Cab 84" CA 168.5" WB	1.00	EA	58,786.00	58,786.00

Prepared By: Chris

Memo: SOURCEWELL
ITEM PRICES ARE SHOWN AT LIST PRICE AND INCLUDE A 25% DISCOUNT OFF MSRP IN TOTAL

Customer must fill out the information below before the order can be processed.

Sub-Total	111,718.00
Shipping	0.000
Discount	27,928.00
Taxes	0.00
Total	83,790.00

Accepted by: _____ Date: _____ P.O.#: _____

*Quoted price does not include any applicable taxes.

*Terms are Due Upon Receipt unless prior credit

*Terms for established accounts, NET 30 days

*Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
VIKING-CIVES MIDWEST, INC.
FOR VEHICLE PURCHASE**

This Contract is entered into and effective as of the _____ day of _____ 2021, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **VIKING-CIVES MIDWEST, INC.**, a corporation of the State of Missouri ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Sourcewell's Contract with Viking-Cives Midwest, Inc. #080818-VCM*
- *Price Quotation #167188 dated March 26, 2021 from Viking-Cives Midwest, Inc. for a 2021 Ram 5500 Chassis Tradesman 4 x 4 Reg Cab 84" CA 168.5" WB (DP0L64) Truck*
- *Any properly executed amendments to this Agreement*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, Contractor's Sourcewell Contract with Viking-Cives Midwest, Inc. #080818-VCM*
- *Fourth, Price Quotation #167188 dated March 26, 2021 from Viking-Cives Midwest, Inc. for a 2021 Ram 5500 Chassis Tradesman 4 x 4 Reg Cab 84" CA 168.5" WB (DP0L64) Truck*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: One (1) **2021 Ram 5500 Chassis Tradesman 4 x 4 Reg Cab 84" CA 168.5" WB (DP0L64) Truck** for the price of \$83,790.00 as set forth in the Sourcewell Contract #080818-VCM with Viking-Cives Midwest, Inc. and contractor's Price Quotation #167188 dated March 26, 2021. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the Sourcewell Contract #080818-VCM through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.
2. **Term.** The term of this contract shall be from _____, 2021 (the "Effective Date") to the expiration of the Sourcewell Contract #080818-VCM on October 29, 2022. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in the Price Quotation #167188 from Viking-Cives Midwest, Inc. dated March 26, 2021 for a *2021 Ram 5500 Chassis Tradesman 4 x 4 Reg Cab 84" CA 168.5" WB (DP0L64) Truck* reflecting a **Total Purchase Price of \$83,790.00**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. Deliveries and pick-up of all items for the Street Department shall be made within two weeks of issuance of Purchase Order to Attn: Kane Adams – Street Department – 620 W. Main Street, Murfreesboro, TN 37130. Contact Person Kane Adams (tel. 615-893-4380; email: kadams@murfreesborotn.gov) 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.
- c. Deliveries of all items shall be made as stated in the Contract documents. 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.
- d. 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 Contractor's Quote.
- e. 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. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.

5. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor 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 Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. 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 Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - 1. Procure for the City the right to continue using the products or services.
 - 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability 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 else approved by Contractor, 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.

6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

City of Murfreesboro
Attn: City Manager
111 West Vine Street
Murfreesboro, TN 37130

If to the Contractor:

Viking-Cives Midwest
Attn: Dave Wentzel
22956 Hwy. 61
P.O. Box 295
Morley, MO 63767
dwentzel@vikingcivesmidwest.com

7. **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.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, 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.
14. **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, Contractor 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's 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 Contractors. 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.

15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder
17. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **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.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution
22. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

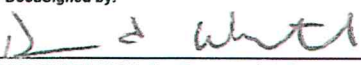
[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021
(the "Effective Date").

CITY OF MURFREESBORO

VIKING-CIVES MIDWEST, INC.

By: _____
Shane McFarland, City Manager

DocuSigned by:
By: 
Dave Weitzel, General Manager

APPROVED AS TO FORM:

DocuSigned by:

43A2035E53F9401
Adam F. Tucker, City Attorney



Retail Offer

CUSTOMER INFORMATION: CITY OF MURFREESBORO 620 WEST MAIN STREET MURFREESBORO, TENNESSEE 37129 USA	DEALERSHIP PARMAN TRACTOR & EQUIPMENT, LLC 3570 DICKERSON ROAD NASHVILLE, TN 37207 US 615-865-7800 SALESPERSON: DENNIS STANLEY JR
---	---

Retail Offer Number: 0001094496-1	Retail Offer Valid to: 03/31/2021
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Description:

UNITS OFFERED	
Unit # 1 POWERSTAR 75	
Vehicle / Quote Number:	0701494759
Sales Order Number:	
VIN/Serial #:	
List Price	64,040.00
Offered Price	44,828.00
Physical Damage Ins. (Deductible \$/ months)	
Freight	1,000.00
Setup	300.00
Delivery	200.00

Total	\$46,328.00
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Down Payment	\$0.00
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Total Offer Value	\$46,328.00
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FINANCING INFORMATION					
Financed By	N/A	Amount Financed	46,328.00	Term in Months	
Loan Type		Rate Type		Interest Rate	
SOURCEWELL DISCOUNT PRICING CONTRACT NUMBER 110719 CNH					

Vehicle Configuration					
Vehicle / Quote Number: 0701494759					
NORMAL	NORMAL OFFER		743593	LESS FRONT LOADER	-6,242.00
NHAG	NEW HOLLAND AG		332035	MECH 3 PT HITCH GROUND CONTROL	
75HP	75 HP		744574	FUEL TANK + PROTECTION	
CAB	CAB		391013	ENGINE F5C TI391013	
	Base price	66,627.00	390018	FAN	
NAFTA	FCP PRICE		XT8140X	LESS BUCKET	-971.00
743545	A PILLAR EXHAUST W/GUARD		334255	USA ENGLISH CONFIGURATION	
390200	AIR CLEANER W/ PRE-CLEANER		332998	TOOLBOX	
333215	FRONT CARRIER +6 88 LB WEIGHTS	861.00	743576	2 EXTERNAL MIRRORS	
743552	40 KPH MAX GROUND SPEED		334183	DELUXE CAB W/HIVIS PANEL	
330276	12X12 POWER SHUTTLE		332717	MLP 2FRONT & 2REAR ROOF WK LIG	
759176	HAND BRAKE		743598	FLEX ENDS TLSPC STABILIZERS	
390381	REAR MECH DIFFERENTIAL LOCK		392905	SWINGING DRAWBAR LESS CLEVIS	
743558	LESS WATERPROOF TRANSMISSION		390860	LESS FRONT FENDERS	
744580	4WD ELECTRO HYD LIMITED SLIP		743599	REAR FENDERS (30-34)	
8232404	11.2R24 R1W	1,184.00	332850	DELUX FABRIC SEAT W/AIR SUSP	
8355404	16.9R30 R1W	2,581.00	762164	LESS MMV NEW	
334992	STD+30AH+HORN+ACS		743569	2 REMOTES 4 COUPLERS	
743585	100 AH BATTERY 743585		743563	12.5 GPM IMPLEMENT PUMP	
743565	540 RPM PTO		743595	LIFT-O-MATIC PLUS	
334218	FAS SUPPORT + FHPL READY			Total List Price	\$64,040.00

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
PARMAN TRACTOR & EQUIPMENT
FOR PURCHASE OF NEW HOLLAND POWERSTAR 75 TRACTOR**

This Contract is entered into and effective as of the _____ day of _____ 2021, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **PARMAN TRACTOR & EQUIPMENT, LLC**, a limited liability company of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Sourcewell's Contract with New Holland Agriculture #110719-CNH*
- *Price Quotation #0701494759 from Parman Tractor & Equipment, LLC for a New Holland Agriculture Powerstar 75 Tractor*
- *Any properly executed amendments to this Agreement*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, Contractor's Sourcewell Contract with New Holland Agriculture #110719-CNH*
- *Fourth, Price Quotation #0701494759 from Parman Tractor & Equipment, LLC for a New Holland Agriculture Powerstar 75 Tractor*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: **Two (2) New Holland Agriculture Powerstar 75 Tractors** as set forth in the Sourcewell Contract #110719-CNH with New Holland Agriculture and Contractor's Price Quotation #0701494759. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the Sourcewell Contract #110719-CNH through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.
2. **Term.** The term of this contract shall be from _____, 2021 (the "Effective Date") to the expiration of the Sourcewell Contract #110719-CNH on December 30, 2023. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in the Price Quotation #0701494759 from Parman Tractor & Equipment, LLC for two (2) *New Holland Agriculture Powerstar 75 Tractors* at a purchase price of **\$46,328.00** each, reflecting a **Total Purchase Price of \$92,656.00**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
 - b. Deliveries and pick-up of all items for the Street Department shall be made within two weeks of issuance of Purchase Order to Attn: Kane Adams – Street Department – 620 W. Main Street, Murfreesboro, TN 37130. Contact Person Kane Adams (tel. 615-893-4380; email: kadams@murfreesborotn.gov) 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.
 - c. Deliveries of all items shall be made as stated in the Contract documents. 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.
 - d. 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 Contractor's Quote.
 - e. 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. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.
5. **Indemnification.**
- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor 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 Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. 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 Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - 1. Procure for the City the right to continue using the products or services.
 - 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability 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 else approved by Contractor, 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.
- 6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

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

If to the Contractor:
Parman Tractor & Equipment, LLC
Colin Hockenberger
3570 Dickerson Rd.
Nashville, TN 37207

7. **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.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, 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.
14. **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, Contractor 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's 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 Contractors. 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.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a

contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder
17. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **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.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution
22. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021
(the "Effective Date").

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

PARMAN TRACTOR & EQUIPMENT

DocuSigned by:
By: Colin Hockenberger
Colin Hockenberger, General Manager

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
43A2035E51F9404
Adam F. Tucker, City Attorney



☐ Knoxville, TN
9724 Parkside Dr
Knoxville, TN 37922
865-524-9174 Office
865-524-9175 Fax

Sold:

Murfreesboro TN, 37133

Hours: New

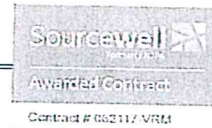
CUSTOMER IS RESPONSIBLE FOR ANY AND ALL TAXES NOT COLLECTED BY VERMEER HEARTLAND, INC.

Sales Signature

Customer Signature

2021 Vermeer Corporate Account Pricing
Sourcewell Grounds Maintenance Contract # 062117-VRM

QUOTE ☐
ORDER ☐



CTX160 - 40 hp Compact Utility Loader

Basic Unit (Use this pricing if specifications beyond those shown below are desired)

CTX160 Compact Utility Loader w/ 40 hp Kohler diesel engine, hydrostatic ground drive, pilot operated ground drive control, operator platform with console cushions, dual fuel tanks, 12 gallon hydraulic tank, flat-faced hydraulic quick disconnects, dual auxiliary hydraulics, loader arms with universal mounting plate, 12-volt power port (001); 9" wide Tracks - 42" width (030)

For additional options, see "Optional Features" section below.

Basic Unit Price: \$39,418.00

Optional Features:

- ☐ Grid Heater - Kohler (101)
☒ Standard Bucket - 42" Wide (MSSA105)
☐ Miscellaneous Features: sales code _ _ _

Add to Basic Unit Price:

\$596.00

\$ _ _ _

Extended Warranty: (choose one)

- ☐ 2 Year Labor Warranty (PL2)
☐ 2 Year Confidence Plus (CP2) -includes 2 Year Parts & Labor Warranty and initial 4 PM intervals
☐ 3 Year Parts and Labor Warranty (PL3)
☐ 3 Year Confidence Plus (CP3) -includes 3 Year Parts & Labor Warranty and initial 4 PM intervals
☐ Planned Maintenance Package 4-Intervals (PM)

Must Enter Qty: 0

For additional attachment options, please refer to MSSA worksheet.

Date: 4/1/2021
For: City of Murfreesboro Public Works
Sourcewell Member #: 20562
Provided By: Vermeer Heartland
Contact Name: Ken Hartman
Mobile #: 615-801-3606

Total: \$40,014.00
Dealer Freight & Prep: \$825.00
Quantity: 1
Total: \$40,839.00
Sales Tax: _ _ _

Grand Total: \$40,839.00

Pricing effective 01/31/21
NOTE: All pricing in USD \$
NOTE: Include applicable sales tax
Quotes valid for 30 days

See Atth: Page
+ 5997.00 Log Grapple
46,836

ACCEPTED:

Vermeer

BY: Ken Hartman

DATE: 4-1-21

Customer

BY: _____

DATE: _____

Any applicable sales tax is not included. Prices subject to change without notice. These prices are exclusive of any and all duties, import fees, taxes, or other similar charges. These prices may not be available in any transaction involving a trade or rental transaction. This sheet may not include all possible specifications available for this model. For complete product specifications, please contact your local authorized Vermeer dealer. Unless otherwise noted, dealer freight & prep to be determined.





MSSA - Compact Utility Loader Attachments

HD ATTACHMENTS- FOR CTX160 ONLY

- ☐ HD 4-In-1-Bucket- 54" wide (124410-0854) (122)
- ☐ Tooth Bar- 48" bolt on (18200) (132)
- ☐ Replaceable cutting edge- 48" Bolt on (124123) (166)
- ☐ HD Bucket- 48" Wide, 9 Cu Ft (124735-0854) (168)
- ☐ Replaceable cutting edge- 54" Bolt on (124963) (171)
- ☐ Tooth Bar- 54" bolt on (124965) (172)
- ☐ HD Bucket- 54" Wide, 10 Cu Ft (124959-0854) (173)
- ☐ HD Pallet Fork Assy- 42" Railstyle (13579-0854) (220)
- ☐ HD Pallet Fork Assy- 48" Railstyle (13580-0854) (225)
- ☐ HD Root Grapple- 42" Wide (124429-0854) (380)
- ☐ HD Root Grapple- 53" Wide (124412-0854) (385)

Bucket Feature

- ☐ Narrow Bucket - 36" wide (101)
- ☐ Narrow Mulch Bucket - 34.5" wide, 6 cu. ft. (102)
- ☐ Standard Bucket - 4 cubic ft. - 42" wide (105)
- ☐ Replaceable Cutting Edge - Bolt On - 42" (107)
- ☐ Wide Bucket - 6 cubic ft. - 48" wide (110)
- ☐ Tooth Bucket - 4 cubic ft. - 42" wide (125)
- ☐ Tooth Bucket - 6 cubic ft. - 48" wide (130)
- ☐ 42" Tooth Bar Assembly (135)
- ☐ Mini Tilt Attachment (160) (To be used w/ buckets listed above)
- ☐ 4-in-1 Bucket - 38" wide (115)
- ☐ 4-in-1 Bucket - 42" wide (120)
- ☐ Scrap Grapple Bucket - 36" wide (140)
- ☐ Scrap Grapple Bucket - 42" wide (145)
- ☐ Rock Bucket - 42" wide (150)
- ☐ Log, Root, Brush Bucket (354)

Fork Feature

- ☐ Pallet Fork - 32" Pinstyle (200)
- ☐ Pallet Fork - 42" Railstyle (205)
- ☐ Pallet Fork - 48" Railstyle (210)
- ☐ Tree Fork (315)

Broom Feature

- ☐ Rotary Broom - Manual Angle - 42" (360)

Land Leveler Feature

- ☐ Land Leveler - 49" W x 36" L (300)

Utility Tool Feature

- ☐ Multi-Task Tool w/ JIB Pole, Ball Hitch & 3 SCARI (320)

Landscape Rake Feature

- ☐ Tiller - 40" W x 4.5" Depth (305)
- ☐ Harley Direct Drive Power Rake - D4M (Manual) (346)
- ☐ Harley Direct Drive Power Rake - D4H Hyd (H 22748H-0961) (w/ Diverter) (351)
- ☐ Harley Direct Drive Power Rake - D4H3 (Dual Hydraulic) (H 22748H3-0961) LIC w/o Diverter (353)

Mulchers / Mowers

- ☐ Rotadairon Soil Renovator STH-36 (STEC) (357)
- ☐ Rotadairon Brush Mower / Mulcher BRD50 (STEC) (359)

Auger Feature

- ☐ Auger Drive - High Speed (recommended for bits smaller than 18") (400)
- ☐ Auger Drive - High Torque (recommended for bits larger than 18") (405)
- ☐ 6" Std Auger Bit (410)
- ☐ 9" Std Auger Bit (415)
- ☐ 9" Rock Auger Bit (420)
- ☐ 12" Std Auger Bit (425)
- ☐ 15" Std Auger Bit (430)
- ☐ 18" Std Auger Bit (435)
- ☐ 24" Std Auger Bit (440)
- ☐ 30" Std Auger Bit (445)
- ☐ 30" HTF Auger Bit (Tree Auger) (450)
- ☐ 36" Std Auger Bit (455)
- ☐ 36" HTF Auger Bit (Tree Auger) (460)
- ☐ 12" Auger Extension (465)

VERMEER Trencher Feature (Requires Boom / Chain / Restraint Bar from table below.)

☐ Vermeer Trencher Attachment - STR48 (Boom Kit) (500)

Please add boom, cutter setup, and restraint bar from table below.

(If desired combination not shown, please consult your local Vermeer Dealer for pricing & specs.)

Boom / Cutter / Greaseless Ei	Price includes boom, 2250 chain, cutters, restraint bar & Ei					
	Partial Cup	Full Cup	Full Shark	Rotary Combo	Welded Shark	Shark Combo
24" - 4"	\$1,230.00	\$1,383.00	\$1,511.00	\$1,665.00	\$1,818.00	\$1,460.00
24" - 5"	\$1,251.00	\$1,407.00	\$1,544.00	\$1,686.00	\$1,838.00	\$1,422.00
24" - 6"	\$1,268.00	\$1,444.00	\$1,610.00	\$1,701.00	\$1,935.00	\$1,501.00
36" - 4"	\$1,456.00	\$1,637.00	\$1,794.00	\$2,005.00	\$2,190.00	\$1,713.00
36" - 5"	\$1,446.00	\$1,665.00	\$1,816.00	\$2,036.00	\$1,997.00	\$1,747.00
36" - 6"	\$1,536.00	\$1,702.00	\$1,856.00	\$2,062.00	\$2,356.00	\$1,795.00
48" - 4"	\$1,708.00	\$1,915.00	\$2,112.00	\$2,389.00	\$2,624.00	\$2,038.00
48" - 5"	\$1,714.00	\$1,949.00	\$2,179.00	\$2,413.00	\$2,760.00	\$2,091.00
48" - 6"	\$1,733.00	\$2,022.00	\$2,310.00	\$2,450.00	\$2,893.00	\$2,108.00
Trench Cleaner	24" Boom	36" Boom	48" Boom			
	\$310.00	\$322.00	\$319.00			
4" Extension Plate (206351001)	\$53.00					
6" Extension Plate (206353001)	\$46.00					

Enter Chain Price Below:

Enter Trench Cleaner Below:

Enter Ext. Plate Price Below:

☐ 7" Greaseable End Idler (Replaces greaseless Ei in above table)

VERMEER Plow Feature

☐ Vermeer SVP18 - Vibratory Plow Attachment (600)

Grapple Feature

☐ Vermeer LG46 Log Grapple - 46" width (356)

☐ Brush Grapple - 42" width (365)

☐ TSG10 Tree & Shrub Grapple - 24.3" width (366)

☐ HG48 Hardscape Grapple - 48" opening width (367)

☒ Vermeer RLG46 Hydraulic Rotating Log Grapple (370) (use w/ S925TX, CTX100, & CTX160 only - dual hydraulic) \$5,997.00

☐ Vermeer SLG46 Swivel Log Grapple (375)

Miscellaneous

☐ Vermeer Root Cutter - RC14 (715)

☐ Cutter Teeth Setup - 2 1/2" Width (use w/ -715) (720)

☐ Cutter Teeth Setup - 3 1/2" Width (use w/ -715) (725)

☐ Dozer Blade - 46" Wide (165)

☐ Dozer Blade w/ Tilt - 46" (170)

☐ Dozer Blade - 67" (175)

☐ Dozer Blade w/ Tilt - 67" (180)

☐ Snow Blade - Hydraulic - 48" (190)

☐ Power Shovel (U-Shovel) (325)

☐ Sod Unroller - 34" Max Width (330)

☐ Mini Sod Roller Drum (non-required feature for 330) (335)

☐ Hydraulic Boring Attachment (605)

☐ Vermeer Hydraulic Breaker Attachment (700)

☐ Dual Stage Snow Blower - 48" Wide (705)

Berlon Low Profile Bucket

☐ Berlon HD Low Profile Bucket - 36" wide (MSSA104)

☐ Berlon HD Low Profile Bucket - 42" wide (MSSA106)

☐ Berlon HD Low Profile Bucket - 48" wide (MSSA111)

Berlon Tooth Bucket

☐ Berlon HD Tooth Bucket- 36" wide (MSSA126)

☐ Berlon HD Tooth Bucket- 42" wide (MSSA127)

☐ Berlon HD Tooth Bucket- 48" wide (MSSA128)

Berlon Mulch Bucket

☐ Berlon Mulch Bucket - 48" wide (MSSA112)

☐ Berlon Mulch Bucket - 54" wide (MSSA113)

☐ Berlon Mulch Bucket - 60" wide (MSSA114)

Berlon Extended Lip Bucket

☐ Berlon HD Extended Lip Bucket - 36" wide (MSSA116)

☐ Berlon HD Extended Lip Bucket - 42" wide (MSSA117)

☐ Berlon HD Extended Lip Bucket - 48" wide (MSSA118)

Berlon Options

☐ Berlon bolt on cutting edge- 36" wide (MSSA730)

☐ Berlon bolt on cutting edge- 42" wide (MSSA731)

☐ Berlon bolt on cutting edge- 48" wide (MSSA732)

☐ Berlon bolt on tooth bar- 36" wide (MSSA735)

☐ Berlon bolt on tooth bar- 42" wide (MSSA736)

☐ Berlon bolt on tooth bar- 48" wide (MSSA737)

Berlon Pallet Forks

☐ Berlon HD Forks- Rail Style-36" (MSSA230)

☐ Berlon HD Forks- Rail Style-42" (MSSA231)

☐ Berlon HD Forks- Rail Style-48" (MSSA232)

☐ Miscellaneous Features: sales code _ _ _

\$ _ _ _ . _ _

Date:	4/1/2021
For:	City of Murfreesboro Public Works
Sourcewell Member #:	20562
Provided By:	Vermeer Heartland
Contact Name:	Ken Hartman
Mobile #:	615-801-3606

Subtotal:	<u>\$5,997.00</u>
Dealer Freight & Prep:	<u>TBD</u>
Quantity:	<u>1</u>
Total:	<u>\$5,997.00</u>
Sales Tax:	<u> </u>

Grand Total: \$5,997.00
Pricing effective 01/31/21

ACCEPTED:
Vermeer
BY: *Ken Hartman*
DATE: 4-1-21

Customer
BY: _____
DATE: _____

NOTE: All pricing in USD \$
NOTE: Include applicable sales tax
Quotes valid for 30 days

Any applicable sales tax is not included. Prices subject to change without notice. These prices are exclusive of any and all duties, import fees, taxes, or other similar charges. These prices may not be available in any transaction involving a trade or rental transaction. This sheet may not include all possible specifications available with this model. For complete product specifications, please contact your local authorized Vermeer dealer. Unless otherwise noted, dealer freight & prep to be determined.



**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
VERMEER HEARTLAND OF TENNESSEE, LLC
FOR PURCHASE OF VERMEER 2021 CTX160 MINI SKID STEER
WITH 42" BUCKET AND ROTATING LOG GRAPPLE**

This Contract is entered into and effective as of the _____ day of _____ 2021, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **VERMEER HEARTLAND OF TENNESSEE, LLC**, a limited liability company of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Sourcewell's Contract with Vermeer Corporation #062117-VRM*
- *Price Quotations from Vermeer Heartland of Tennessee, LLC dated 4/1/2021, for a Vermeer 2021 CTX160 Mini Skid Steer with 42" 4cu ft bucket and RGL46 Rotating Log Grapple*
- *Any properly executed amendments to this Agreement*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, Contractor's Sourcewell Contract with Vermeer Corporation #062117-VRM*
- *Fourth, Price Quotations dated 4/1/2021 from Vermeer Heartland of Tennessee for a Vermeer 2021 CTX160 Mini Skid Steer with 42" 4cu ft bucket and RGL46 Rotating Log Grapple*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: **One (1) Vermeer 2021 CTX160 Mini Skid Steer with 42" 4cu ft bucket and RGL46 Rotating Log Grapple** as set forth in the Sourcewell Contract #062117-VRM with Vermeer Corporation and Contractor's Price Quotation dated 4/1/2021. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the Sourcewell Contract #062117-VRM through the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$25,000 have been approved by Council.
2. **Term.** The term of this contract shall be from _____, 2021 (the "Effective Date") to the expiration of the Sourcewell Contract #062117-VRM on August 18, 2021. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating

with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in the Price Quotation dated 4/1/2021 from Vermeer Heartland of Tennessee for a *Vermeer 2021 CTX160 Mini Skid Steer with 42" 4cu ft bucket and RGL46 Rotating Log Grapple*, at a **Total Purchase Price of \$46,836.00**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. Deliveries and pick-up of all items for the Street Department shall be made within two weeks of issuance of Purchase Order to Attn: Kane Adams – Street Department – 620 W. Main Street, Murfreesboro, TN 37130. Contact Person Kane Adams (tel. 615-893-4380; email: kadams@murfreesborotn.gov) 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.
- c. Deliveries of all items shall be made as stated in the Contract documents. 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.
- d. 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 Contractor's Quote.
- e. 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. Warranty. Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.

5. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees

and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor 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 Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. 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 Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - 1. Procure for the City the right to continue using the products or services.
 - 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability 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 else approved by Contractor, 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.

6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

City of Murfreesboro
Attn: City Manager
111 West Vine Street
Murfreesboro, TN 37130

If to the Contractor:

Vermeer Heartland of Tennessee, LLC
Ryan Vandekamp
1600 Heil Quaker Blvd.
LaVergne, TN 37086

7. **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.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, 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.
14. **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, Contractor 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's 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 Contractors. 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.

15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder
17. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **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.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution
22. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021
(the "Effective Date").

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

**VERMEER HEARTLAND OF TENNESSEE,
LLC**

DocuSigned by:
By Ryan Vandekamp
Ryan Vandekamp, General Manager

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker
Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 04/22 /2021

Item Title: Asphalt and Concrete Purchase Report

Department: Street

Presented by: Raymond Hillis

Requested Council Action:

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

Summary

Report of asphalt and concrete purchases.

Staff Recommendation

The asphalt and concrete purchase report, consistent with purchases associated as perishable, fuel-based commodity is provided as information only.

Background Information

Purchases of asphalt and concrete are made throughout the month and reported with Street Department construction projects. The attached report is provided pursuant to City Code, § 2-10(E)(7) in compliance with this reporting requirement.

Pursuant to the Code, 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).

Council Priorities Served

Responsible budgeting

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

Maintain public safety

Maintaining the functionality and safe drivability of roadways focuses on public safety and customer service.

Fiscal Impacts

Purchases are within the FY21 Budget. Asphalt purchases are budgeted at \$55,000 and concrete purchases are budgeted at \$25,000 for FY21.

Attachments

Asphalt and Concrete Purchases Report

STREET DEPARTMENT ASPHALT PURCHASES FY 21

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/17/2020	Hawkins	307A 64/22	\$ 55.38	1.16	\$ 64.24	\$ 64.24
7/21/2020	Hawkins	Fine Binder Mix	\$ 61.57	2.15	\$ 132.38	\$ 196.62
7/22/2020	Hawkins	411E Mix	\$ 64.45	0.98	\$ 63.16	\$ 259.78
7/23/2020	Hawkins	411E Mix	\$ 64.45	1.39	\$ 89.59	\$ 349.37
9/4/2020	Hawkins	411E 64/22	\$ 64.19	0.91	\$ 58.41	\$ 407.78
10/20/2020	Hawkins	411E 64/22	\$ 64.04	13.00	\$ 832.52	\$ 1,240.30
10/27/2020	Hawkins	Fine Binder Mix	\$ 61.20	8.95	\$ 547.74	\$ 1,788.04
11/2/2020	Hawkins	411E 64/22	\$ 63.85	17.96	\$ 1,146.75	\$ 2,934.79
11/12/2020	Hawkins	307BM 64/22	\$ 59.48	1.00	\$ 59.48	\$ 2,994.27
12/21/2020	Hawkins	411E 64/22	\$ 63.56	2.13	\$ 135.38	\$ 3,129.65
1/6/2021	Hawkins	Binder Mix 64-22	\$ 59.42	10.07	\$ 598.36	\$ 3,728.01
2/4/2021	Hawkins	411E 64/22	\$ 62.00	14.10	\$ 874.20	\$ 4,602.21
2/23/2021	Hawkins	44D 70/22	\$ 67.00	21.30	\$ 1,427.10	\$ 6,029.31
2/24/2021	Hawkins	411E 64/22	\$ 62.00	21.12	\$ 1,309.44	\$ 7,338.75
3/3/2021	Hawkins	411E 64/22	\$ 62.50	20.95	\$ 1,309.38	\$ 8,648.13
3/4/2021	Hawkins	411E 64/22	\$ 62.50	3.02	\$ 188.75	\$ 8,836.88

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/31/2020	Blue Water	E Mix 64-22	\$ 78.00	2.03	\$ 158.34	\$ 158.34
8/14/2020	Blue Water	E Mix 64-22RP	\$ 75.00	7.27	\$ 545.25	\$ 703.59
8/18/2020	Blue Water	E Mix 64-22RP	\$ 75.00	2.22	\$ 166.50	\$ 870.09
8/21/2020	Blue Water	E Mix 64-22	\$ 78.00	18.21	\$ 1,420.38	\$ 2,290.47
8/25/2020	Blue Water	D 64-22RP	\$ 83.00	5.16	\$ 428.28	\$ 2,718.75
8/26/2020	Blue Water	E Mix 64-22	\$ 78.00	8.28	\$ 645.84	\$ 3,364.59
8/26/2020	Blue Water	E Mix 64-22	\$ 78.00	5.19	\$ 404.82	\$ 3,769.41
9/3/2020	Blue Water	E Mix 64-22	\$ 78.00	7.74	\$ 603.72	\$ 4,373.13
10/16/2020	Blue Water	E Mix 64-22	\$ 78.00	7.19	\$ 560.82	\$ 4,933.95
11/18/2020	Blue Water	BM Mix 64-22RP	\$ 65.00	5.09	\$ 330.85	\$ 5,264.80
11/23/2020	Blue Water	BM Mix 64-22RP	\$ 65.00	3.63	\$ 235.95	\$ 5,500.75
11/24/2020	Blue Water	E Mix 64-22 RP	\$ 75.00	2.26	\$ 169.50	\$ 5,670.25
11/25/2020	Blue Water	E Mix 64-22 RP	\$ 75.00	2.58	\$ 193.50	\$ 5,863.75
11/25/2020	Blue Water	E Mix 64-22 RP	\$ 75.00	13.43	\$ 1,007.25	\$ 6,871.00
12/14/2020	Blue Water	E Mix 64-22	\$ 78.00	7.03	\$ 548.34	\$ 7,419.34
3/29/2021	Blue Water	E Mix 64-22	\$ 68.50	22.44	\$ 1,537.14	\$ 8,956.48
3/29/2021	Blue Water	E Mix 64-22	\$ 68.50	18.31	\$ 1,254.24	\$ 10,210.72
3/30/2021	Blue Water	E Mix 64-22	\$ 68.50	17.05	\$ 1,167.93	\$ 11,378.65

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/7/2020	Vulcan	411E PG 64-22	\$ 65.30	2.00	\$ 130.60	\$ 130.60
7/13/2020	Vulcan	411E PG 64-22	\$ 65.30	1.23	\$ 80.32	\$ 210.92
7/14/2020	Vulcan	411E PG 64-22	\$ 65.30	1.54	\$ 100.56	\$ 311.48
7/15/2020	Vulcan	411E PG 64-22	\$ 65.30	1.08	\$ 70.52	\$ 382.00
7/16/2020	Vulcan	411E PG 64-22	\$ 65.30	1.10	\$ 71.83	\$ 453.83
7/20/2020	Vulcan	411E PG 64-22	\$ 65.30	1.16	\$ 75.75	\$ 529.58
7/29/2020	Vulcan	411E PG 64-22	\$ 65.30	12.37	\$ 807.77	\$ 1,337.35
7/30/2020	Vulcan	411E PG 64-22	\$ 65.30	4.83	\$ 315.40	\$ 1,652.75
8/5/2020	Vulcan	307BM PG 64-22	\$ 56.80	12.48	\$ 708.86	\$ 2,361.61
8/6/2020	Vulcan	411E PG 64-22	\$ 65.23	13.42	\$ 875.39	\$ 3,237.00
8/7/2020	Vulcan	411E PG 64-22	\$ 65.23	9.13	\$ 595.55	\$ 3,832.55
8/24/2020	Vulcan	411E PG 64-22	\$ 65.23	6.70	\$ 437.04	\$ 4,269.59
8/26/2020	Vulcan	411E PG 64-22	\$ 65.23	9.05	\$ 590.34	\$ 4,859.93
9/23/2020	Vulcan	411E PG 64-22	\$ 65.05	2.23	\$ 145.07	\$ 5,005.00
10/14/2020	Vulcan	307BM PG 64-22	\$ 56.56	17.94	\$ 1,014.69	\$ 6,019.69
10/14/2020	Vulcan	307BM PG 64-22	\$ 56.56	18.06	\$ 1,021.47	\$ 7,041.16
10/14/2020	Vulcan	411E PG 64-22	\$ 64.91	2.03	\$ 131.77	\$ 7,172.93
10/19/2020	Vulcan	307BM PG 64-22	\$ 56.56	8.00	\$ 452.48	\$ 7,625.41
10/20/2020	Vulcan	411E PG 64-22	\$ 64.91	18.03	\$ 1,170.33	\$ 8,795.74
10/26/2020	Vulcan	411E PG 64-22	\$ 64.91	7.01	\$ 455.02	\$ 9,250.76
10/30/2020	Vulcan	411E PG 64-22	\$ 64.91	7.06	\$ 458.26	\$ 9,709.02
11/3/2020	Vulcan	307BM PG 64-22	\$ 56.56	13.44	\$ 760.17	\$ 10,469.19
11/3/2020	Vulcan	307BM PG 64-22	\$ 56.56	2.07	\$ 117.08	\$ 10,586.27
11/3/2020	Vulcan	307BM PG 64-22	\$ 56.56	18.13	\$ 1,025.43	\$ 11,611.70
11/10/2020	Vulcan	411E PG 64-22	\$ 64.72	1.06	\$ 68.60	\$ 11,680.30
11/13/2020	Vulcan	411E PG 64-22	\$ 64.72	1.06	\$ 68.60	\$ 11,748.90
11/17/2020	Vulcan	411E PG 64-22	\$ 64.72	3.09	\$ 199.99	\$ 11,948.89
11/20/2020	Vulcan	411E PG 64-22	\$ 64.72	3.10	\$ 200.63	\$ 12,149.52
12/2/2020	Vulcan	411E PG 64-22	\$ 64.44	5.00	\$ 322.20	\$ 12,471.72
12/2/2020	Vulcan	411E PG 64-22	\$ 64.44	3.95	\$ 254.54	\$ 12,726.26
12/3/2020	Vulcan	411E PG 64-22	\$ 64.44	2.18	\$ 140.48	\$ 12,866.74
12/3/2020	Vulcan	411E PG 64-22	\$ 64.44	2.31	\$ 148.86	\$ 13,015.59
12/11/2020	Vulcan	411E PG 64-22	\$ 64.44	10.21	\$ 657.93	\$ 13,673.53
12/18/2020	Vulcan	411E PG 64-22	\$ 64.44	1.45	\$ 93.44	\$ 13,766.96
2/23/2021	Vulcan	EZ Street	\$ 110.00	20.57	\$ 2,262.70	\$ 16,029.66
3/2/2021	Vulcan	411E PG 64-22	\$ 82.99	21.24	\$ 1,762.71	\$ 17,792.37

STREET DEPARTMENT CONCRETE PURCHASES FY 21

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/2/2020	Nashville Ready Mix	3000 PSI	\$ 150.00	2		\$ 300.00	\$ 300.00
7/14/2020	Nashville Ready Mix	3000 PSI	\$ 104.00	1.5		\$ 156.00	\$ 456.00
7/15/2020	Nashville Ready Mix	3000 PSI	\$ 104.00	1.5		\$ 156.00	\$ 612.00
7/16/2020	Nashville Ready Mix	3000 PSI	\$ 104.00	2		\$ 208.00	\$ 820.00
7/20/2020	Nashville Ready Mix	3000 PSI	\$ 105.00	3		\$ 315.00	\$ 1,135.00
7/21/2020	Nashville Ready Mix	3000 PSI	\$ 105.00	2		\$ 210.00	\$ 1,345.00
7/22/2020	Nashville Ready Mix	3500 PSI	\$ 106.00	2		\$ 212.00	\$ 1,557.00
7/23/2020	Nashville Ready Mix	3500 PSI	\$ 104.00	2.5		\$ 260.00	\$ 1,817.00
7/24/2020	Nashville Ready Mix	3000 PSI	\$ 104.00	2		\$ 208.00	\$ 2,025.00
7/27/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	4.25		\$ 454.75	\$ 2,479.75
7/28/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	1.5		\$ 160.50	\$ 2,640.25
8/3/2020	Nashville Ready Mix	3000 PSI	\$ 105.00	1		\$ 105.00	\$ 2,745.25
8/10/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2		\$ 214.00	\$ 2,959.25
8/12/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	4		\$ 428.00	\$ 3,387.25
8/14/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	3		\$ 321.00	\$ 3,708.25
8/18/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	1		\$ 107.00	\$ 3,815.25
8/27/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	3		\$ 321.00	\$ 4,136.25
8/19/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2		\$ 214.00	\$ 4,350.25
8/31/2020	Nashville Ready Mix	3000 PSI	\$ 105.00	1.5		\$ 157.50	\$ 4,507.75
9/2/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2		\$ 214.00	\$ 4,721.75
9/3/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2.5		\$ 267.50	\$ 4,989.25
9/16/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2		\$ 214.00	\$ 5,203.25
9/17/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	1.5		\$ 160.50	\$ 5,363.75
9/18/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	2.5		\$ 267.50	\$ 5,631.25
9/23/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	1		\$ 107.00	\$ 5,738.25
10/2/2020	Nashville Ready Mix	3500 PSI	\$ 102.00	3		\$ 306.00	\$ 6,044.25
10/5/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	3		\$ 321.00	\$ 6,365.25
10/6/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	3		\$ 321.00	\$ 6,686.25

10/7/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	4.5		\$ 481.50	\$ 7,167.75
10/8/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	4		\$ 428.00	\$ 7,595.75
10/12/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	4.25		\$ 454.75	\$ 8,050.50
11/4/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	1		\$ 107.00	\$ 8,157.50
11/5/2020	Nashville Ready Mix	3500 PSI	\$ 107.00	3		\$ 321.00	\$ 8,478.50
11/23/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 118.00	2		\$ 236.00	\$ 8,714.50
12/7/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 118.00	3		\$ 354.00	\$ 9,068.50
12/8/2020	Nashville Ready Mix	35000 PSI w/ accel	\$ 118.00	1		\$ 118.00	\$ 9,186.50
12/17/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 111.00	1.5		\$ 166.50	\$ 9,353.00
12/21/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 111.00	1		\$ 111.00	\$ 9,464.00
12/22/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 118.00	2		\$ 236.00	\$ 9,700.00
12/29/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 111.00	4		\$ 444.00	\$ 10,144.00
12/30/2020	Nashville Ready Mix	3500 PSI w/ accel	\$ 110.00	1		\$ 110.00	\$ 10,254.00
1/5/2021	Nashville Ready Mix	3500 PSI w/ accel	\$ 111.00	2.5		\$ 277.50	\$ 10,531.50

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
11/16/2020	Orgain Ready Mix	Flowable fill	\$ 102.00	8		\$ 816.00	\$ 816.00
11/19/2020	Orgain Ready Mix	3500 PSI w/ accel	\$ 113.00	2		\$ 226.00	\$ 1,042.00
1/21/2021	Orgain Ready Mix	4000 PSI 1/2"	\$ 116.00	3		\$ 348.00	\$ 1,390.00
1/26/2021	Orgain Ready Mix	3000 PSI	\$ 101.00	3		\$ 303.00	\$ 1,693.00
2/4/2021	Orgain Ready Mix	3000 PSI	\$ 114.00	3.5		\$ 399.00	\$ 2,092.00
2/8/2021	Orgain Ready Mix	3500 PSI w/ accel	\$ 114.00	1.5		\$ 171.00	\$ 2,263.00
3/24/2021	Orgain Ready Mix	3500 PSI 1/2" AGG	\$ 104.00	1		\$ 104.00	\$ 2,367.00
3/26/2021	Orgain Ready Mix	3500 PSI 1/2" AGG / Fibermesh	\$ 109.00	2		\$ 218.00	\$ 2,585.00

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/2/2020	Smyrna Ready Mix	Flowable Fill	\$ 94.00	8	\$ 20.00	\$ 772.00	\$ 772.00
7/31/2020	Smyrna Ready Mix	3500 PSI	\$ 107.00	2	\$ 105.00	\$ 319.00	\$ 1,091.00
8/4/2020	Smyrna Ready Mix	3500 PSI	\$ 111.00	2		\$ 222.00	\$ 1,313.00
9/10/2020	Smyrna Ready Mix	3000 PSI	\$ 105.00	1		\$ 105.00	\$ 1,418.00
10/29/2020	Smyrna Ready Mix	3500 PSI	\$ 108.00	1		\$ 108.00	\$ 1,526.00
11/5/2020	Smyrna Ready Mix	Flowable Fill	\$ 94.00	2.5		\$ 235.00	\$ 1,761.00

COUNCIL COMMUNICATION

Meeting Date: 04/22/2021

Item Title: Minutes of City Council Meetings

Department: Finance

Presented by: Melissa Wright

Requested Council Action:

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

Summary

Review and approval of City Council meeting minutes.

Staff Recommendation

Approve minutes as listed.

Background Information

City Council meetings are available on the City's website for reference to actions taken and discussion made as items are considered. In accordance with Meeting procedures, Council approves meeting minutes in order for these to become the official minutes of the meeting.

Attachments

1. April 8, 2021 (Public Comment)
2. April 8, 2021 (Regular Meeting)

April 8, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, consistent with the Governor's order, members of the City Council are participating by electronic means as has been determined necessary to protect public health, safety, and welfare in light of the coronavirus pandemic at 5:30 p.m. on Thursday, April 8, 2021, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright

Vice-Mayor Scales Harris and Council Member Rick LaLance participated telephonically at this meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Melissa Wright, City Recorder/
Finance Director
Sam Huddleston, Executive Director/
Development Services
Joshua Miller, Administrative Assistant

Mayor McFarland announced that this special meeting is being held to hear from the citizens of Murfreesboro. He reviewed the procedures for speaking and invited those present to come forward to the lectern.

Ms. Sandy Bell, 3010 Regenwood Drive, addressed the groups feeding the homeless by City Hall, stating that the location is causing issues: there is trash being left behind, shopping carts are being stolen, residents are afraid to park in the City lots and there is a group that already goes to the multiple homeless camps and feeds them at those locations.

Mr. Richard Baines, 1319 Parkview Terrace, stated that the name change of Mercury Boulevard to Martin Luther King Jr. Boulevard needs to go beyond street sign changes and that the Murfreesboro Housing Authority should now rethink the naming of Murphy Park. He also believes this would be an opportunity to get rid of the ditch by the road and update the current median.

Mr. Rafe Hyatt, 5031 East Calgary Drive, County Resident, stated that he feels mislead regarding the Blackman Park land. He believes that it should not be developed into a business park and that 15 acres devoted to a park will not be enough.

Ms. Alice Hilton, 122 Gritton Court, County Resident, stated that she does not feel that the Blackman Park land should be developed into a business park and that 15 acres devoted to a park will not be enough.

There were no others present who wished to speak.

City staff gave an update on a draft ordinance that would restrict food service on public property and how the GIS Department was being utilized to identify properties.

Mayor McFarland adjourned this session of the public comment meeting at 5:52 p.m.

SHANE MCFARLAND – MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

April 8, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, consistent with the Governor's order, members of the City Council are participating by electronic means as has been determined necessary to protect public health, safety, and welfare in light of the coronavirus pandemic at 6:00 p.m. on Thursday, April 8, 2021, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright

Vice-Mayor Scales Harris participated telephonically at this meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager
Adam Tucker, City Attorney
Melissa Wright, City Recorder/
Finance Director
Gary Whitaker, Assistant City Manager
Darren Gore, Assistant City Manager
Chris Griffith, Executive Director/
Public Infrastructure/City Engineer
Sam Huddleston, Executive Director/
Development Services
Angela Jackson, Executive Director/
Community Services
Erin Tucker, Budget Director
Trey Duke, City Schools Director
Kayla Walker, Project Development Director
Greg McKnight, Planning Director
Jim Kerr, Transportation Director
Matthew Blomeley, Assistant Planning Director
Joshua Miller, Administrative Assistant

Council Member Shawn Wright commenced the meeting by introducing Mr. Richard Andrew Farrar, statewide VFW chaplain, who led those present with a prayer followed by the Pledge of Allegiance.

Mayor McFarland proclaimed that, in the City of Murfreesboro, April 8, 2021 would be known as a day to honor the Blackman Blaze Lady Basketball Team for earning the title of TSSAA Class AAA Champions and for finishing the 2021 season with 25 wins and only 3 losses and congratulated the team, Coach Jennifer Grandstaff and her assistant coaches.

Mayor McFarland also proclaimed that, in the City of Murfreesboro, April 11, 2021 through April 17, 2021 would be known as National Public Safety Telecommunicators Week to honor the compassion, understanding, and professionalism each Public Safety Telecommunicator has exhibited while performing their duties in the past year and thanked representatives of the City Dispatchers, Mr. Seth Russell, Manager/Director of the City's

Emergency Communication Center and Ms. Elizabeth Stubblefield, Telecommunicator of the Year and a supervisor at the City's Emergency Communication Center.

The Consent Agenda was presented to the Council for approval:

1. Community Investment Program Funds Transfer (Finance)
2. Purchase of Taser Equipment (Police)
3. Banner Request to Hang Across East Main Street: Bradley Academy Museum and Cultural Center (Street)
4. Asphalt Purchases Report (Water Resources)
5. Annual Audit Contract (Water Resources)
6. 2021 Chemical Bid (Water Resources)

(Insert letters from Finance, Police, Street & Water Resources (3) Departments here.)

Mr. Wade made a motion to approve the Consent Agenda. Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

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

(Insert letter dated April 8, 2021 here with regards to approval of Minutes of City Council Meetings from March 10, 2021 (Revised) and March 25, 2021.)

Mr. Wade made a motion to approve the minutes as written and presented for the regular meeting held on March 10, 2021 (Revised) and the regular meeting held on March 25, 2021. Mr. Martin seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Budget Director was presented to the Council:

(Insert letter dated April 8, 2021 here with regards to Fiscal Year 2021 Budget Amendment Ordinance 21-O-04.)

An ordinance, entitled "ORDINANCE 21-O-04 amending the 2020-2021 Budget (5th Amendment)," which passed first reading on March 25, 2021, was read to the Council and offered for passage on second and final reading. Before passage on second reading it was requested to amend the exhibit to include Golf Department and Airport Fund additional revenues and expenditures.

Mr. LaLance made a motion to amend the ordinance before passage on second reading. Mr. Wade seconded the motion. Upon roll call said ordinance was amended by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

An ordinance, entitled "ORDINANCE 21-O-04 amending the 2020-2021 Budget (5th Amendment)," which passed first reading on March 25, 2021, was read to the Council and offered for passage on second and final reading, as amended, upon motion made by Mr. Wade, seconded by Mr. LaLance. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

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

(Insert ORDINANCE 21-O-04 here.)

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated April 8, 2021 here with regards to rezoning for approximately 1.28 acres located at the northeast corner of South Bilbro Avenue and East State Street [2020-422].)

An ordinance, entitled "ORDINANCE 21-OZ-03 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 1.28 acres located along South Bilbro Avenue and East State Street from Single-Family Residential Eight (RS-8) District and City Core Overlay (CCO) District to Planned Residential Development (PRD) District (The Row on Bilbro PRD) and City Core Overlay (CCO) District; Blue Sky Construction, Inc., applicant(s) [2020-422]," which passed first reading on March 25, 2021, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Wright, seconded by Mr. Martin. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

Abstain: Rick LaLance

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

(Insert ORDINANCE 21-OZ-03 here.)

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated April 8, 2021 here with regards to rezoning approximately 13.1 acres located along West Thompson Lane, west of Northboro Court [2020-418].)

An ordinance, entitled "ORDINANCE 20-OZ-45 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 13.1 acres along the north side of West Thompson Lane from Residential Single-Family Fifteen (RS-15) District to Planned Residential Development (PRD) District (Kings Landing Villas PRD); Black Diamond Development, applicant [2020-418]," which passed first reading on March 25, 2021, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Wade, seconded by Mr. Wright. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright

Nay: None

Abstain: Shane McFarland

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

(Insert ORDINANCE 20-OZ-45 here.)

The following letter from the City Schools Director was presented to the Council:

(Insert letter dated April 8, 2021 here with regards to Fiscal Year 2021 Budget Amendment.)

The following RESOLUTION 21-R-08 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Shacklett. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Ronnie Martin
Bill Shacklett
Kirt Wade
Shawn Wright
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-01 here amending the 2020-2021 Murfreesboro City Schools Budget (4th Amendment).)

The following letter from the Project Development Director was presented to the Council:

(Insert letter dated April 8, 2021 here with regards to
City Schools Reroofing Professional Services.)

Ms. Kayla Walker, Project Development Director, presented the request to approve the Architectural Services Agreement with Johnson and Bailey Architects in the amount of \$51,041 funded from County Shared Bonds for reroofing design for sections of Bradley Academy, Reeves Rogers Elementary, Mitchell-Neilson Elementary and Hobgood Elementary roofs.

Mr. Shacklett made a motion to approve the Architectural Services Agreement with Johnson and Bailey Architects in the amount of \$51,041 funded from County Shared Bonds for reroofing design for sections of Bradley Academy, Reeves Rogers Elementary, Mitchell-Neilson Elementary and Hobgood Elementary roofs. Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Project Development Director was presented to the Council:

(Insert letter dated April 8, 2021 here with regards to
Airport Hangar 1 Replacement - Construction.)

Ms. Kayla Walker, Project Development Director, presented the request to approve an amendment to the Design-Build Contract with Morgan Construction for an increase in project costs in the amount of \$152,000, which will increase the total design and construction costs of the Hangar 1 replacement project to \$4,352,000, funded through a \$2 Million Tennessee Airport Economic Development Grant, \$2 Million from the General Fund and the remainder coming from the Airport Fund balance.

Mr. Wade made a motion to approve an amendment to the Design-Build Contract with Morgan Construction for an increase in project costs in the amount of \$152,000, which will increase the total design and construction costs of the Hangar 1 replacement project to \$4,352,000. Mr. Shacklett seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Executive Director of Public Infrastructure/City Engineer was presented to the Council:

(Insert letter dated April 8, 2021 here with regards to Mercury
Boulevard Sidewalk Project – Award of Construction Contract.)

Mr. Chris Griffith, Executive Director of Public Infrastructure/City Engineer, presented the request of the Engineering Department to approve awarding the Mercury Boulevard Sidewalk Project Construction Contract to the low bidder, Charles Deweese Construction, LLC, in the total amount of \$1,148,898 with 80% funded from Federal and State Grants,

with the City obligated to match 20% for a total of \$286,224, which is allocated in the 2018 CIP.

Mr. Wade made a motion to approve awarding the Mercury Boulevard Sidewalk Project Construction Contract to the low bidder, Charles Deweese Construction, LLC, in the total amount of \$1,148,898 with 80% funded from Federal and State Grants, with the City obligated to match 20% for a total of \$286,224, which is allocated in the 2018 CIP. Mr. Martin seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Executive Director of Public Infrastructure/City Engineer was presented to the Council:

(Insert letter dated April 8, 2021 here with regards to Contract for Engineering Services - Mercury Boulevard Sidewalk Project.)

Mr. Chris Griffith, Executive Director of Public Infrastructure/City Engineer, presented the request of the Engineering Department to approve the Contract for Professional Engineering Services with Neel Schaffer, Inc. in the amount of \$131,272 for administration of the Construction of the Mercury Boulevard Sidewalk Project with funding allocated from a mix of Federal and City Funds allocated in the 2018 CIP.

Mr. LaLance made a motion to approve the Contract for Professional Engineering Services with Neel Schaffer, Inc. in the amount of \$131,272 for administration of the Construction of the Mercury Boulevard Sidewalk Project with funding allocated from a mix of Federal and City Funds allocated in the 2018 CIP. Mr. Wade seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Executive Director of Public Infrastructure/City Engineer was presented to the Council:

(Insert letter dated April 8, 2021 here with regards to construction testing for the Mercury Boulevard Sidewalk Project.)

Mr. Chris Griffith, Executive Director of Public Infrastructure/City Engineer, presented the request of the Engineering Department to approve the Construction and Materials Engineering and Testing Contract with Smith, Seckman, Reid, Inc. (SSR, Inc.), subject to approval by the City Attorney, for materials testing services in the amount of \$52,825 for the Mercury Boulevard Sidewalk Project with funding allocated from a mix of Federal and City Funds allocated in the 2018 CIP.

Mr. LaLance made a motion to approve the Construction and Materials Engineering and Testing Contract with SSR, Inc., subject to approval by the City Attorney, for materials testing services in the amount of \$52,825 for the Mercury Boulevard Sidewalk Project with funding allocated from a mix of Federal and City Funds allocated in the 2018 CIP. Mr. Wade

seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Executive Director of Public Infrastructure/City Engineer was presented to the Council:

(Insert letter dated April 8, 2021 here with regards to Rucker Lane Phase 1 Project – Award of Construction Contract.)

Mr. Chris Griffith, Executive Director of Public Infrastructure/City Engineer, presented the request of the Engineering Department to approve awarding the Rucker Lane Phase 1 Improvement Project Construction Contract to the low bidder, Charles Deweese Construction, LLC, in the amount of \$2,299,947 funded through the 2018 CIP.

Mr. LaLance made a motion to approve awarding the Rucker Lane Phase 1 Improvement Project Construction Contract to the low bidder, Charles Deweese Construction, LLC, in the amount of \$2,299,947 funded through the 2018 CIP. Mr. Wade seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Executive Director of Public Infrastructure/City Engineer was presented to the Council:

(Insert letter dated April 8, 2021 here with regards to Contract for Engineering Services – Rucker Lane Phase 1 Project.)

Mr. Chris Griffith, Executive Director of Public Infrastructure/City Engineer, presented the request of the Engineering Department to approve the Contract for Professional Engineering Services with Energy Land & Infrastructure, LLC, subject to approval by the City Attorney, in the amount of \$106,860 for administration of the Construction of the Rucker Lane Phase 1 Improvement Project funded through the 2018 CIP.

Mr. LaLance made a motion to approve the Contract for Professional Engineering Services with Energy Land & Infrastructure, LLC, subject to approval by the City Attorney, in the amount of \$106,860 for administration of the Construction of the Rucker Lane Phase 1 Improvement Project funded through the 2018 CIP. Mr. Martin seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Executive Director of Public Infrastructure/City Engineer was presented to the Council:

(Insert letter dated April 8, 2021 here with regards to construction testing for the Rucker Lane Phase 1 Improvement Project.)

Mr. Chris Griffith, Executive Director of Public Infrastructure/City Engineer, presented the request of the Engineering Department to approve the Construction and Materials

Engineering and Testing Contract with TTL, Inc. for materials testing services for the Rucker Lane Phase 1 Improvement Project in the amount of \$9,990 funded through the 2018 CIP.

Mr. LaLance made a motion to approve the Construction and Materials Engineering and Testing Contract with TTL, Inc. for materials testing services for the Rucker Lane Phase 1 Improvement Project in the amount of \$9,990 funded through the 2018 CIP. Mr. Wade seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Information Technology Director was presented to the Council:

(Insert letter dated April 8, 2021 here with regards to approval to renew Microsoft Office 365 Services.)

Mr. Craig Tindall, City Manager, presented the recommendation of the Information Technology Department to approve the renewal of the Microsoft Office 365 Enterprise subscription with CDW Government, Inc. in the amount of \$285,705 funded from the Information Technology Department's Fiscal Year 2021 Operating Budget.

Mr. LaLance made a motion to approve the renewal of the Microsoft Office 365 Enterprise subscription with CDW Government, Inc. in the amount of \$285,705 funded from the Information Technology Department's Fiscal Year 2021 Operating Budget. Mr. Martin seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Executive Director of Community Services was presented to the Council:

(Insert letter dated April 8, 2021 here with regards to parkland conversion and purchase of 73 acres.)

Ms. Angela Jackson, Executive Director of Community Services, presented the request of the Parks and Recreation Department to approve the parkland conversion Option Agreement in order to allow the future sale of 5.956 acres of surplus property at McKnight Park for Airport development and purchase approximately 73 contiguous acres to Barfield Park.

Mr. Shacklett made a motion to approve the parkland conversion Option Agreement in order to allow the future sale of 5.956 acres of surplus property at McKnight Park for Airport development and purchase approximately 73 contiguous acres to Barfield Park. Mr. Martin seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye", except Mr. LaLance and Mr. Wright who voted "Nay".

The following letter from the City Schools Director was presented to the Council:

(Insert letter dated April 8, 2021 here with regards to Discovery School Track.)

Mr. Trey Duke, City Schools Director, presented the request of Discovery School to approve the installation of an asphalt track at the school utilizing \$41,000 raised through fundraising efforts.

Mr. Shacklett made a motion to approve the installation of an asphalt track at the school utilizing \$41,000 raised through fundraising efforts. Mr. Martin seconded the motion.

Mr. LaLance asked if the City could contribute half of the amount raised in order to allow City Schools to devote half of the \$41,000 to other school uses as needed.

Mr. Shacklett withdrew his motion to approve the installation of an asphalt track at the school utilizing \$41,000 raised through fundraising efforts and Mr. Martin withdrew his second.

Mr. LaLance made a motion to approve the installation of an asphalt track at the school for the estimated cost of \$41,000 with \$20,500 coming from City Funds and the remaining amount needed coming from fundraising efforts. Mr. Shacklett seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Transportation Director was presented to the Council:

(Insert letter dated April 8, 2021 here with regards to Cherry Lane Phase 3 Contract Amendment with TDOT.)

Mr. Jim Kerr, Transportation Director, presented the request of the Transportation Department to approve Amendment No. 3 to Agreement No. 110327 with TDOT for the Cherry Lane Phase 3 Project which will add Federal funding in the amount of \$1,600,000 for the right of way phase, with the City's 20% funding match allocated in the Fiscal Year 2021 CIP.

Mr. Martin made a motion to approve Amendment No. 3 to Agreement No. 110327 with TDOT for the Cherry Lane Phase 3 Project which will add Federal funding in the amount of \$1,600,000 for the right of way phase, with the City's 20% funding match allocated in the Fiscal Year 2021 CIP. Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Transportation Director was presented to the Council:

(Insert letter dated April 8, 2021 here with regards to Cherry Lane Phase III – Professional Services Contract for Right of Way Acquisition.)

Mr. Jim Kerr, Transportation Director, presented the request of the Transportation Department to approve the Professional Services Contract with Volkert, Inc. for the Cherry Lane Phase 3 Project Right of Way Acquisition in the amount of \$372,000 with the City's 20% funding match of \$74,000 allocated in the 2021 CIP.

Mr. LaLance made a motion to approve the Professional Services Contract with Volkert, Inc. for the Cherry Lane Phase 3 Project Right of Way Acquisition in the amount of \$372,000 with the City's 20% funding match of \$74,000 allocated in the 2021 CIP. Mr. Wright seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Transportation Director was presented to the Council:

(Insert letter dated April 8, 2021 here with regards to Rutherford
Boulevard Adaptive Signal Control Technology Project
Amendment No. 1 to TDOT Contract.)

Mr. Jim Kerr, Transportation Director, presented the request of the Transportation Department to approve Amendment No. 1 to TDOT Agreement No. 117065 regarding Adaptive Signal Control Technology with 80% funded through a Federal Grant and the City's 20% funding match estimated at \$75,000, which will be funded from the 2021 CIP.

Mr. Wade made a motion to approve Amendment No. 1 to TDOT Agreement No. 117065 regarding Adaptive Signal Control Technology with 80% funded through a Federal Grant and the City's 20% funding match estimated at \$75,000, which will be funded from the 2021 CIP. Mr. Wright seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Transportation Director was presented to the Council:

(Insert letter dated April 8, 2021 here with regards to Rutherford
Boulevard Adaptive Signal Control Technology Project
Professional Service Agreement for Signal System.)

Mr. Jim Kerr, Transportation Director, presented the request of the Transportation Department to approve the Professional Services Agreement with Southern Lighting & Traffic Systems, LLC for an Adaptive Signal Control Technology Signal System in the amount of \$232,535 with 100% Federal funding and any future maintenance funded from State Street Aid.

Mr. LaLance made a motion to approve the Professional Services Agreement with Southern Lighting & Traffic Systems, LLC for an Adaptive Signal Control Technology Signal System in the amount of \$232,535 with 100% Federal funding and any future maintenance funded from State Street Aid. Mr. Wade seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The following letter from the Transportation Director was presented to the Council:

(Insert letter dated April 8, 2021 here with regards to Signal Maintenance
Agreement for I-840 & Veterans Parkway Exit Ramp Signalization.)

Mr. Jim Kerr, Transportation Director, presented the request of the Transportation Department to approve Agreement No. 2000320 with TDOT for I-840 and Veterans Parkway

Exit Ramp Signalization and Signal Maintenance with any costs related to electric services and maintenance funded from State Street Aid.

Mr. Wade made a motion to approve Agreement No. 2000320 with TDOT for I-840 and Veterans Parkway Exit Ramp Signalization and Signal Maintenance with any costs related to electric services and maintenance funded from State Street Aid. Mr. Shacklett seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

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

(Insert letter dated April 8, 2021 here with regards to SRWTP Switchgear Improvements.)

Mr. Darren Gore, Assistant City Manager, presented the recommendation of the Water Resources Department to approve Engineering Task Order 20-41-011.0 with Smith, Seckman, Reid, Inc. for design and construction services for the Stones River Water Treatment Plant Switchgear Improvements in the amount of \$93,920.

Mr. Wade made a motion to approve Engineering Task Order 20-41-011.0 with Smith, Seckman, Reid, Inc. for design and construction services for the Stones River Water Treatment Plant Switchgear Improvements in the amount of \$93,920. Mr. Martin seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

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

(Insert letter dated April 8, 2021 here with regards to Outside City Sewer Requests – Rutherford Co. EMS & Fire Stations.)

Mr. Darren Gore, Assistant City Manager, presented the recommendation of the Water Resources Department to approve the proposed Rutherford County Fire & EMS Stations as outside the City sewer customers with all sewer improvements paid for by the County.

Mr. LaLance made a motion to approve the proposed Rutherford County Fire & EMS Stations as outside the City sewer customers with all sewer improvements paid for by the County. Mr. Wade seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

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

(Insert letter dated April 8, 2021 here with regards to TDOT – Salem Highway Phase 2 Easement Offers.)

Mr. Darren Gore, Assistant City Manager, presented the recommendation of the Water Resources Department to approve the purchase 14 water/sewer easements necessary for the Salem Highway Phase 2 Widening Project with a total estimated cost of \$524,550 funded by Working Capital Reserves. Mr. Gore stated that of the estimated

\$524,550, \$407,350 is earmarked for easement costs, \$30,450 in engineering costs and \$86,750 for a water main upgrade.

Mr. Wade made a motion to approve the purchase 14 water/sewer easements necessary for the Salem Highway Phase 2 Widening Project with a total estimated cost of \$524,550 funded by Working Capital Reserves. Mr. Shacklett seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

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

(Insert letter dated April 8, 2021 here with regards to Beer Permit Applications for City Express at 2924 Old Fort Parkway; MainStay Suites Murfreesboro at 130 John R. Rice Boulevard and a Special Event Permit for The City Schools Foundation on 5/1/21 at Cannonsburgh Village, 312 Front Street.)

Mr. Martin made a motion to approve Beer Permits for City Express, 2924 Old Fort Parkway (New Location); MainStay Suites Murfreesboro at 130 John R. Rice Boulevard (New Location), pending building and codes completion and a Special Event Beer Permit for The City Schools Foundation on 5/1/21 at Cannonsburgh Village, 312 Front Street. Mr. LaLance seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

Upon recommendation of Mayor McFarland, Mr. Shacklett made a motion to reappoint Ms. Roseann Barton (term expires April 30, 2024) and Mr. Tommy Campbell (term expires April 30, 2024) to the Cable Television Commission. Mr. Martin seconded the motion. A roll call vote was conducted and all members of the Council voted "Aye".

The City Recorder/Finance Director announced that there were not any Statements to be considered.

At the request of Council Member Shacklett, Mr. Chris Griffith, Executive Director Public Infrastructure/City Engineer, gave an update on the City's traffic calming pilot program, explained how subdivisions could apply, and what the criteria for selection was.

Mayor McFarland requested that discussion take place at the next workshop meeting regarding future park plans in the City and park plans for the west side of town. He also asked for there to be discussion regarding naming something in honor of Mr. Roger Haley.

There being no further business, Mayor McFarland adjourned this meeting at 7:09 p.m.

SHANE MCFARLAND – MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

COUNCIL COMMUNICATION

Meeting Date: 04/22/2021

Item Title: Solid Waste Ordinance Revisions – FIRST READING

Department: Solid Waste Department

Presented by: Darren Gore

Requested Council Action:

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

Summary

Proposed amendment of the Solid Waste Ordinance – first reading.

Background Information

The City Council reviewed the solid waste ordinance revisions at their April 14, 2021 workshop. City Code Section 14 – Garbage, Weeds, Trash and Other Solid Waste is presented as amended to reflect current solid waste practices, codify the solid waste fee, as well as establish fees for curbside bulk item pick-up and atypical curbside pick-up services for solid waste and brush, limb and yard waste.

- All grass clippings that are bagged in biodegradable yard waste bags year-round are picked up free of charge; loose grass clippings are charged a \$5.00 per pick-up fee.
- All leaves required to be bagged in biodegradable yard waste bags from January 16th through October 9th. During peak leaf disposal (Oct. 10th through January 15th), leaves may be loosely piled at the curbside for pickup.
- Further clarification that private lawn and tree service establishments must not place the grass clippings or brush and limb at the curb for City pickup; however, affords private establishments to utilize the City's brush recycling facility per a unit price charge.
- Incorporation of a Resolution to establish solid waste fees from time to time; establishing proposed fees for:
 - Monthly solid waste collection fees for residential and commercial customers,
 - Bulk item pick-up on a per item basis,
 - Brush, limb and yard waste collection for greater than 8 cubic yards (6'x6'x6'),
 - Payment for replacement of solid waste carts that are damaged, and
 - Fees for special event solid waste services, such as events on the square and Cannonsburgh.
- Incorporation of Solid Waste Collection Design Criteria adopted July 10, 2019

- by City Council
- Establishes discontinuation of service as defined in accordance with MWRD and CUD policies.

Council Priorities Served

Responsible budgeting

Affordable services with the goal of achieving long-term sustainability is the highest priority of the solid waste staff.

Maintain public safety

Proper collection, transport and disposal of solid waste is critical to maintaining the public health and welfare.

Fiscal Impacts

There are no fiscal impacts to expenses associated with implementing the proposed ordinance changes. The proposed schedule of fees do include charging for bulk item pick-up, loose grass clipping and larger volume brush and limb pickups, solid waste cart replacement, and special event service, so revenue is expected to increase.

Attachments:

1. Ordinance 21-O-06; amending Solid Waste City Code Chapter 14
2. Resolution 21-R-11; establishing solid waste fee schedule

ORDINANCE 21-O-06 amending the Murfreesboro City Code, Chapter 14, GARBAGE, WEEDS, TRASH AND OTHER SOLID WASTE

WHEREAS, it is in the City’s best interest to modify City Code Section 14 – Garbage, Weeds, Trash and Other Solid Waste to reflect current solid waste practices, codify the solid waste fee, as well as establish fees for curbside bulk item pick-up and atypical curbside pick-up services for solid waste and brush, limb and yard waste; and,

WHEREAS, the City Council reviewed the solid waste ordinance revisions at their April 14, 2021 workshop and provided their input which has been included herein.

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

SECTION 1. Chapter 14, GARBAGE, WEEDS, TRASH AND OTHER SOLID WASTE, of the Murfreesboro City Code is hereby amended by deleting the chapter in its entirety and substituting in lieu thereof Attachment A.

SECTION 2. 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:

1st reading

2nd reading

Shane McFarland, Mayor

ATTEST:

Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL

ATTACHMENT A

Chapter 14 - GARBAGE, WEEDS, TRASH AND OTHER SOLID WASTE

ARTICLE I. - REFUSE COLLECTION AND SERVICE

Section 14-1 - Title.

This article shall be known and may be cited as the "Murfreesboro Refuse Collection and Service Ordinance."

(Ord. of 11-05-47 § 1; Ord. No. 77-24 § 1, 08-11-77; Ord. No. 90-27 § 1, 06-07-90)

Cross reference— Code § 28-27, maintenance of vehicles hauling garbage and trash.

Section 14-2 - Definitions.

For the purposes of this chapter, the following terms, phrases, words, and their derivations shall have the meaning given herein:

- (A) "*Ashes.*" The residue from the burning of wood, coal, coke, or other combustible materials.
- (B) "*Bulk refuse.*" Items of solid waste which are too large, heavy or bulky to be disposed of in the automated garbage collection system refuse container and which are not grass, leaves or yard waste. Bulk refuse items include boxes, furniture, push lawn mowers from which all oils and fuels have been drained, and toys. Bulk refuse does not include any item otherwise excluded from City collection.
- (C) "*Biodegradable paper bags.*" – The term "biodegradable paper bags" means bags made from brown kraft paper (not stitched or sewn). No plastic bags are accepted in yard waste collection.
- (D) "*Collector.*" The term "collector" shall mean any person, firm, corporation, or political subdivision that collects, transports, or disposes of any refuse within the corporate limits of the City of Murfreesboro.
- (E) "*Commercial refuse.*" All waste from retail, wholesale, or industrial businesses of any nature.
- (F) "*Commercial solid waste.*" The term "commercial solid waste" shall mean solid waste resulting from the operation of any commercial, industrial, institutional or agricultural establishment, and multiple housing facilities.
- (G) "*Construction waste.*" The term "construction waste" shall mean materials from construction, demolition, remodeling, construction site preparation, including but not limited to rocks, trees, debris, dirt, bricks, fill, plaster, and all types of scrap building materials.

- (H) "*Base rate of collection*". The term "base rate of collection" is a per cart fee to be set by the City Council and Mayor.
- (I) "*Fuel Surcharge*." The term "fuel surcharge" is an extra fee to cover the fluctuating cost of fuel. It is calculated as a percentage of the base rate.
- (J) "*Garbage*." Putrescible animal and vegetable waste resulting from the handling, preparation, cooking, and consumption of food.
- (K) "*Garbage Bag*." The term "garbage bag" shall mean 0.7 mil to 1.0 mil thick with either a drawstring or flaps to tie the waste securely. Plastic shopping bags or grocery bags are not acceptable as garbage bags.
- (L) "*Grass refuse*." Grass cuttings and trimmings, including weeds and roots from which all dirt has been removed.
- (M) "*Hazardous refuse*." Any chemical, compound, mixture, substance, or article which may constitute a hazard to health or may cause damage to property by reason of being explosive, flammable, poisonous, corrosive, unstable, irritating, radioactive, or otherwise harmful.
- (N) "*Industrial waste*." All such waste peculiar to industrial, manufacturing, or processing plants, and shall include hazardous refuse.
- (O) "*Infectious wastes*." The term "infectious waste" means waste which contains pathogens with sufficient virulence and quantity so that exposure to the waste by a susceptible host could result in an infectious disease. For purposes of this policy, the following waste shall be considered to be infectious waste:
- (1) *Isolation wastes*. Wastes contaminated by patients who are isolated due to communicable disease, as provided in the U.S. Centers for Disease Control Guidelines for Isolation Precautions Preventing Transmission of Infectious Agents in Healthcare Settings, (2007).
 - (2) *Cultures and stocks of infectious agents and associated biologicals*. Cultures and stocks of infectious agents, including specimen cultures from medical and pathological laboratories, cultures and stocks of infectious agents from research and industrial laboratories, wastes from the production of biologicals, discarded live and attenuated vaccines, and culture dishes and devices used to transfer, inoculate, and mix cultures.
 - (3) *Human blood and blood products*. Waste human blood and blood products such as serum, plasma, and other blood components.
 - (4) *Pathological wastes*. Pathological wastes, such as tissues, organs, body parts, and body fluids.

- (5) *Contaminated sharps.* All discarded sharps (e.g. hypodermic needles, syringes, pasteur pipettes, broken glass, scalpel blades) used in patient care or which have come into contact with infectious agents during use in medical, research, or industrial laboratories.
- (6) *Contaminated animal carcasses, body parts, and bedding.* Contaminated carcasses, body parts (including fluids), and bedding of animals that were intentionally exposed to pathogens in research, in the production of biologicals, or in the in vivo testing of pharmaceuticals
- (7) *Facility-specified infectious wastes.* Other wastes determined to be infectious by a written facility policy.
- (P) *"Leaves."* The fallen leaves of deciduous trees; leaves does not mean yard waste including tree branches or dead shrubs.
- (Q) *"Public place."* Parks, docks, water, or open adjacent spaces thereto and public yards, grounds, and areas and all open spaces between buildings and streets, and in view of such streets.
- (R) *"Refuse."* All putrescible and nonputrescible solid waste (except body waste), including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and solid market and industrial wastes.
- (S) *"Residential solid waste."* The term "residential solid waste" shall mean solid waste resulting from the maintenance and operation of dwelling units, excluding those residential complexes that do not meet the Solid Waste Collection Design Criteria approved by Council on July 10, 2019 and as periodically amended. This also excludes specific wastes defined and/or included in other parts of this chapter.
- (T) *"Roll out container."* The term "roll out container" shall mean a standard city issued container designed for the storage of solid waste prior to collection.
- (U) *"Rubbish."* Nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste, such as paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery, and similar materials.
- (V) *"Solid waste."* The term "solid waste," as hereinafter referred to in this chapter, shall include garbage, rubbish, and all other putrescible and nonputrescible, combustible and noncombustible materials originating from the preparation, cooking, and consumption of food, market refuse, waste from the handling and sale of produce, and other similar unwanted materials, from residences and establishments, public and private, but shall not include sewage, body waste, recognizable industrial or medical by-products.
- (W) *"Tipping fees."* The term "tipping fee(s)" shall mean the fee(s) imposed at the transfer station on all waste brought to the facility for transfer to an appropriate disposal site.

(X) "*Yard refuse.*" Shrub and tree trimmings or clippings, and shrubs or trees from which all dirt has been removed.

(Ord. of 11-05-47 § 2; Ord. No. 77-24 § 1, 08-11-77; Ord. No. 90-27 § 1, 06-07-90; Ord. No. 03-O-54 § 1, 02-05-04)

Section 14-3 - Refuse collection by City; exceptions.

- (A) *Refuse collection by City.* The City shall have right of first refusal to collect all refuse accumulated in the City. If the City elects not to collect a property's refuse, the property owner or tenant may contract with a private refuse hauler for collection, conveyance and disposal.
- (B) *Exception for actual producers.* This article shall not prohibit the actual producers of refuse, or the owners of premises upon which refuse has accumulated, from personally collecting, conveying, and disposing of such refuse, provided such producers or owners comply with the provisions of this article and with the other governing laws or ordinances.
- (C) *Exception for outside collectors.* This article shall not prohibit collectors of refuse from outside of the City from hauling such refuse over City streets, provided such collectors comply with the provisions of this article and with any other governing law or ordinances.
- (D) *Exception for licensed collectors.* This article shall not prohibit a landowner or occupier from contracting with a licensed collector of waste for the disposal of same.
- (E) *Exception for yard refuse and grass refuse collection.* This article shall prohibit residents who hire nurserymen, landscapers, tree and shrub trimmers or grass trimmers, to place yard refuse or grass refuse at the curbside for City collection, conveyance and disposal. All hired services that perform such work for economic gain and generate such grass and yard refuse shall be so removed by the person causing and creating its accumulation.

(Ord. of 11-05-47 § 2; Ord. No. 77-24 § 1, 08-11-77; Ord. No. 90-27 § 1, 06-07-90)

Section 14-4 - Jurisdiction of City Manager.

The removal and disposition of garbage, rubbish, commercial refuse, and industrial waste from premises in the City shall be under the jurisdiction of the City Manager. The City Manager may provide for the collection and removal of garbage and rubbish from any place or premise at times in addition to those when regular collection service is provided. The City Manager shall have the authority to provide for the collection and removal of garbage above and beyond the extent of any contract in time of an emergency.

(Ord. of 11-05-47 § 3; Ord. No. 77-24 § 1, 08-11-77; Ord. No. 90-27 § 1, 06-07-90)

Section 14-5 - Rules and regulations to implement chapter.

- (A) The City Manager, subject to the prior approval of the Council, may make such rules and regulations as are consistent with the provisions of this chapter and as may be necessary or desirable to aid in the administration of and obtaining compliance with the provisions of this chapter. Any person aggrieved by a regulation shall have the right to a due process hearing before the City Manager or designee, who shall have the authority to confirm, modify, or revoke any such regulation.
- (B) The Solid Waste Director or authorized representative, shall have the authority to make and modify regulations as necessary concerning the days of collection, location of containers, and such other matters pertaining to the collection, transporting and disposal of solid waste refuse; provided that such regulations are not in violation of the provisions of this chapter.
- (C) The Solid Waste Director or authorized representative shall be responsible for the enforcement of this chapter.
- (D) All refuse (including garbage and rubbish) as heretofore defined shall be collected sufficiently and frequently to prevent the occurrence of nuisances and public health problems. The collection of refuse within the City of Murfreesboro shall be under the jurisdiction of the Solid Waste Department.
- (E) All site plans must be reviewed and approved by the Solid Waste Director or designee before building permits may be issued. Only areas conforming with the Solid Waste Collection Design Criteria shall receive City refuse collection services.

(Ord. of 12-01-27 § 1; Ord. No. 77-24 § 1, 08-11-77; Ord. No. 85-19 § 6, 06-27-85; Ord. No. 90-27 § 1, 06-07-90)

Section 14-6 – Pre-collection practices.

- (A) *Preparation of refuse.*
 - (1) *Garbage.* All cans and bottles, which have contained food or liquids, shall be thoroughly rinsed and drained before being deposited for collection.
 - (2) *Bulk refuse.* No bulk refuse shall be placed outside for collection until the owner has contacted the Solid Waste Department and confirmed a pickup date. Between January 9 and December 24 of each year, pickup of bulk waste will generally be available with 48 hours advance notice. No bulk refuse item should be placed outside for collection before 7:00 p.m. prior to the day of

collection and no later than 6:00 a.m. on the day of collection. All bulk items shall be placed on the private property of the occupant not less than 5 feet from the curb. No garbage or any other type of waste or refuse shall be picked up when a bulk item is picked up. Limit of one bulk collection per 30 days. Amount collected to be limited to 4 items or less. For new residents that move into residential properties that the Solid Waste Department services, the Solid Waste Department provides a one-time pick-up of boxes. This special box pickup must be scheduled with the Solid Waste Department for collection.

- (3) *Grass.* Grass if cut by the homeowner will only be collected if placed in a biodegradable paper bag. Only a biodegradable and compostable paper bag may be used. Loose unbagged grass will be collected for a fee defined in the Solid Waste Fee Schedule resolution. Bagged grass shall be deposited to the front property line or, where alley pickup of garbage is provided, at the back property line, bags should be left open or rolled shut, bags that are taped, wired, stapled, tied with rope or string will not be collected. Biodegradable bags of mulch, rock, dirt and garbage will not be collected. It shall be unlawful to place grass on the sidewalk, in the street, in a storm drainage ditch or so near a storm drainage ditch that grass will float into the City storm drainage system. No grass, loose or in bags, shall be placed in the automated garbage collection system refuse container. Grass and other yard waste will only be collected at one spot on the property.
- (4) *Leaves.* Loose leaves will only be collected between October 1st and January 31st. During the remainder of the year leaves must be placed in biodegradable bags. The biodegradable paper bags of leaves shall be deposited to the front property line or, where alley pickup of garbage is provided, at the back-property line, for collection, bags should be left open or rolled shut, bags that are taped, wired, stapled, tied with rope or string will not be collected. Biodegradable bags of mulch, rock, dirt and garbage will not be collected. It shall be unlawful to place loose leaves on the sidewalk, in the street, in a storm drainage ditch or so near a storm drainage ditch that leaves will float into the City storm drainage system. No leaves, loose or in bags, shall be placed in the automated garbage collection system refuse container. Leaves and other yard waste will only be collected at one spot on the property.
- (5) *Yard waste.*
 - (a) Trimmings and clippings of shrubs and trees from residential properties shall be neatly piled adjacent to the front property line. Tree trimmings, hedge clippings, shrubs, and trees shall be cut to lengths not to exceed six feet and eight inches in diameter before being deposited for collection. Limbs or logs in excess of eight inches in diameter or six feet in length will not be collected by the City. Yard waste shall not be placed in bags used for grass or leaves nor shall yard waste be placed in the automatic garbage collection system refuse container. Christmas trees will be picked up as yard waste only if all

ornaments, ornament hangars, tinsel lights, and stands have been removed and if the tree was not flocked. Yard waste will only be collected at one spot on the property. Only one pile of yard waste not exceeding six (6) cubic yards in size (72 inches by 72 inches by 54 inches or the equivalent thereof) will be collected from a residence at one time. Additional brush may be collected after an additional fee assessment. Businesses that have opted out of service or do not have solid waste garbage collection can have brush collected after paying a predetermined collection fee.

(b) It shall be the responsibility of each occupant to place their yard waste (including leaves and grass) on the property side of the curb or street, or at the edge of the alley where serviceable alleys are available, or in a City approved location for pick-up. Yard waste shall be placed in such a location as to be readily accessible for removal by the City. The yard waste shall be placed in such a manner as not to interfere with overhead power lines or tree branches, parked cars, vehicular traffic, or in any other way that would constitute a public hazard or nuisance. Yard waste shall not be placed, without the express permission of the City, on a public sidewalk, in the street, or in a drainage ditch.

- (6) *Refuse*. All refuse to be placed in an automated garbage collection system refuse container shall be placed in a plastic garbage bag that is securely tied securely to prevent spillage when dumping before being placed in the container. No refuse shall be placed loose in the refuse container. All garbage and rubbish shall have been drained of all liquids before being deposited for collection. All fluorescent lighting bulbs shall be bagged, wrapped, or taped to prevent unconfined breakage when compacted.
- (7) *Personal trash cans prohibited*. No collection service will be provided to items placed in personal trash cans.
- (8) *City Collection is not available for the following*: Appliances; industrial and hazardous waste; pathogenic and radioactive waste; contagious disease refuse; inflammable or explosive refuse; building debris such as scrap lumber, plaster, roofing, concrete, brick vats, paint, paint cans, sanding and dust; plumbing debris such as pipes, plastic pipes, and plumbing fixtures; automotive waste such as batteries, gasoline, engine oil, tires, and rubber tubes; chemicals including pesticides and insecticides; carpet; carpet padding; riding lawnmowers and similar equipment; air conditioners; and metal objects.
- (9) *Biohazard bags prohibited*. No bag, which is red in color or marked "biohazard" shall be used in bagging grass, leaves, or garbage.

(B) *Refuse containers*.

- (1) *Automated garbage collection system refuse containers*. Each owner or occupant using or occupying any building, dwelling unit, or structure shall utilize refuse containers approved by the Solid Waste Department for the

storage and collection of refuse and no other container. Refuse containers shall be issued by the City and shall remain the property of the City. Refuse containers shall remain at the address where delivered and shall not be removed from the premises by any person. Markings and identification on the refuse containers shall not be defaced, altered, or removed.

- (2) *Duty to maintain refuse containers.* Refuse containers shall be maintained by the occupant of the premises in good, clean and sanitary condition. If a refuse container is damaged in the course of normal and reasonable usage, or is damaged, destroyed or stolen but not through abuse, neglect, or improper use by the occupant, the refuse container shall be repaired or replaced by the City at no charge. Refuse containers which are damaged, destroyed, or stolen through neglect, improper use, or abuse by the occupant shall be replaced by the City at the expense of the occupant or the owner, at the current cost of refuse containers.
- (3) *Volume of refuse.* Refuse placed in the refuse container shall not exceed 96 gallons or 200 pounds for a standard size cart. If a dwelling unit regularly exceeds the gallon or pounds limitation, the occupant or owner of the dwelling unit may be required to pay for one additional refuse container. The cost for an additional refuse container will be the same as the purchase price then paid by the City and shall be paid by the occupant or owner. The City will own the additional refuse container; however, in the event the occupant relocates in the City, the occupant may take the second refuse container to the occupant's new location in the City, except in the case of an occupant who is a tenant and the landlord paid the purchase price for the second refuse container.
- (4) *Use of automated refuse container.* All refuse must be placed inside an automated refuse container and the lid closed. Refuse will not be picked up if the refuse container lid is not closed flat or if the refuse is placed outside the refuse container or is propped up against the refuse container except during the Christmas period of December 26 through January 9. The City will not pick up refuse unless it is properly stored within a closed automated refuse container unless a waiver has been issued by the City.
- (5) *Refuse containers if automated garbage collection system is not used.* Should any citizen be unable to comply with these requirements and need reasonable accommodation pursuant to the Americans With Disabilities Act or otherwise, the citizen must submit a written request to the Director of the Solid Waste Department. If the Solid Waste Department determines that the automated garbage collection system is not appropriate for use at a particular location, the owner or occupant shall use plastic bags with a minimum strength of two mils and a minimum capacity of 20 gallons and a maximum capacity of 30 gallons. Each bag must be securely tied at the top and must not contain more than 40 pounds of refuse. The maximum refuse collected for each residence or apartment unit not using the automated refuse container

shall be three 30-gallon bags or the equivalent thereof. If the Solid Waste Department determines that an alternate site or method of pickup is appropriate, the designation shall be changed and a record of such change, and the conditions justifying the change, shall be maintained.

(C) *Storing of refuse.*

- (1) No person shall place any refuse in any street, alley, or other public place, or upon any private property whether owned by such person or not, within the City unless it is in proper containers for collection or under express approval granted by the City Manager, nor shall any person throw or deposit any refuse in any stream or other body of water.
- (2) Any unauthorized accumulation of refuse on any premises is hereby declared to be a nuisance and prohibited. Failure to remove any existing accumulation of refuse within 30 days after the effective date of this article shall be deemed a violation of this article.
- (3) No person shall cast, place, sweep, or deposit anywhere within the City any refuse in such a manner that it may be carried or deposited by the elements upon any street, sidewalk, alley, sewer, parkway or other public place, or into any occupied premises within the City.

(D) *Collection area.*

- (1) Refuse containers shall be placed for collection in the area designated on each property by the Solid Waste Department. Usually, this placement designation shall not be on a public sidewalk, in a public street, or in a drainage ditch. Containers shall be placed in the designated area so as to be readily accessible for removal by the City through the automated garbage collection system.
- (2) It shall be the responsibility of each occupant, on the scheduled day of collection, to place their container on the property side of the curb or street, or at the edge of the alley where serviceable alleys are available, or in a city approved location for pick-up. Containers shall be placed in such a location as to be readily accessible for removal by the City. The City provided cart must have (3) three feet clearance from any object including another city provided cart. The container shall be placed in such a manner as not to interfere with overhead power lines or tree branches, parked cars, vehicular traffic, or in any other way that would constitute a public hazard or nuisance. Garbage containers shall not be placed, without the express permission of the city, on a public sidewalk, in the street, or in a drainage ditch.
- (3) Only roads and alleys conforming with the Solid Waste Collection Design Criteria shall receive City refuse collection services.
- (4) All waste placed in the City provide cart for waste collection must be placed in and tied securely in a proper plastic garbage bag.

- (E) *Time of collection.* Refuse containers shall be placed for collection in the designated area no earlier than 6:00 P.M. on the day before the designated collection day. In order to ensure collection on the collection day, all refuse containers should be at their designated collection area by 6:00 A.M. on the collection day. A refuse container is to be removed from the collection area on the collection day and shall be stored out of sight from the public street. Containers must be removed from the curb, street, or alleyway no later than 6:00 P.M. on the day of collection. A refuse container may not be stored or maintained in the area commonly known and referred to as the front yard.
- (F) All residents shall use a city issued refuse container to properly store one week's accumulation of refuse (including garbage and rubbish),
- (G) The Solid Waste Department Director may require any residential household regularly exceeding 90 gallons or 200 pounds of garbage in a collection period, to make other approved disposal arrangements, or to purchase a second container from the City, which requires a second monthly payment for collection.
- (H) The Solid Waste Department is herein authorized to confiscate or to remove unsatisfactory storage containers from the premises of residences and establishments, public and private, when in the discretion of the Solid Waste Department Director or designated representative, such containers do not meet the requirements of this chapter. Such unsatisfactory containers shall be removed and disposed of at a place and in a manner designated by the official collecting agency only after the agency has diligently attempted to notify the owner or owners of such containers.
- (I) The owner or developer of all new, residential construction and development, within the City of Murfreesboro, shall supply, at their expense, a city-approved garbage container for that residence or housing unit, which shall become the property of the City of Murfreesboro. As a condition of the issuance of the city building permit, the owner or developer shall pay the sum as specified in the Solid Waste Fee Schedule Resolution, per city-approved container, that will remain at that address. This fee is payable to the City when the building permit is issued.
- (J) The containers shall remain the property of the City at the property address where delivered and are provided and assigned to residences for the health, safety, convenience and general welfare of the occupants. Containers that are damaged, destroyed, or stolen through neglect, improper use or abuse by the occupant-users shall be replaced by the City at the expense of the occupants or the owner of the residence. Containers which are damaged in the course of normal and reasonable usage or which are damaged or destroyed, through no abuse, neglect, or improper use of the occupant-users or residence owner shall be repaired or replaced by the City at no charge to the occupant-users or residence owners. The containers shall not be damaged, destroyed, defaced, or removed from the premises by any person; markings and identification devices on the

containers except as placed or specifically permitted by the City are expressly prohibited and shall be regarded as damage to the containers.

- (K) Construction waste and yard waste, as defined in this chapter, are hereby prohibited from being placed in the city issued refuse container or other city approved residential garbage collection containers.
- (L) Solid Waste Department employees shall not enter houses, stores, garages, or open gates for the collection of garbage or rubbish.
- (M) Garbage and refuse shall not be stored in close proximity to other personal effects which are not desired to be collected but shall be separated by at least ten-feet in order that the collectors can clearly distinguish between what is to be collected and what is not.
- (N) Businesses using regulation city issued refuse containers for collection shall provide sufficient containers to properly store one week's accumulation of refuse. The cost of a city issued refuse container shall be as specified in the Solid Waste Fee Schedule Resolution. All businesses requiring any combination of four or more regulation city issued refuse containers, for weekly service shall be required to acquire regulation bulk containers for service.
- (O) Nothing in this section shall prohibit commercial establishments or private residents from removing their own solid waste or from contracting with a private collector for such removal; however, private citizens who contract with a private collector for removal will still be subject to the monthly refuse collection service fee from the City.

(1949 Code, Ch. 12 § 6; Ord. No. 77-24 § 1, 08-11-77; Ord. No. 90-27 § 1, 06-07-90; Ord. No. 90-45 §§ 1, 2, 09-27-90; Ord. No. 96-O-18 §§ 2-4, 03-21-96; Ord. No. 03-O-54 §§ 2, 3, 02-05-04)

Section 14-7 - Collection and disposal of industrial waste; pathogenic and radioactive waste; contagious disease refuse; inflammable or explosive refuse.

- (A) *Industrial and hazardous waste.* All industrial and hazardous waste shall be disposed of by the industry, manufacturer, or processing plant generating such waste under such methods and conditions as shall be approved by the City Manager or designee. Such industries may apply for a special permit as a private collector or may dispose of industrial waste by licensed private collectors.
- (B) *Pathogenic and radioactive waste.* All pathogenic and radioactive waste shall be disposed of by the hospital or institution generating such waste under such conditions as shall be approved by the Tennessee Department of Public Health and Environment. If the health officer approves, such waste may be disposed of by collections from the City or the waste may be disposed of by the hospital as a special private collector or through licensed private collectors. Garbage and

rubbish not consisting of pathogenic and radioactive waste may be collected by the City; provided, however, that if the person disposing of pathogenic or radioactive waste also desires to dispose of garbage and rubbish generated on the premises, the City shall allow such by granting a special permit to the hospital or institution if so classified by volume for itself as a special private collector or through use of a licensed private collector. All pathological waste from hospitals, nursing homes, physicians' clinics, dental clinics, blood banks and medical laboratories shall be separate from normal waste, placed in durable disposable bags that can be tied and sealed when full, and clearly marked. The bags shall be stored in metal containers with tight fitting lids while in the process of being filled. Containers shall be kept in places restricted from access by the public. Needles shall be separated from disposable syringes by breaking them off at the hub immediately after use. Fluids may be flushed down the commode. These materials shall only be placed at the collection point on the day they are to be collected. Storage, collection, and disposal of pathological waste shall be in accordance with regulations of the health officer.

- (C) *Contagious disease refuse.* The removal of wearing, bedding or other refuse from homes, hospitals, medical clinics, nursing homes or other places where highly infectious or contagious diseases have prevailed should be performed under the supervision and direction of the City Manager or designee. Such refuse shall not be placed in containers for regular collection.
- (D) *Inflammable or explosive refuse.* Highly inflammable or explosive materials shall not be placed in containers for regular collection but shall be disposed of as directed by the City Manager or designee, at the expense of the owner or possessor thereof.
- (E) *Needles, syringes, lancets, and other sharp objects.* Needles, syringes, lancets, and other sharp objects shall not be placed in trash receptacles for regular collection until such objects are placed in hard-plastic or metal containers with a screw-on or tightly secured lid. The hard-plastic or metal container used to dispose of needles, syringes, lancets, and other sharp objects may not be steel or plastic containers that will be recycled or returned to a store. The proper method for disposal of such sharp objects is to place used sharps in a plastic (normally a liquid detergent bottle) or steel (coffee) container; when full seal or screw on the lid and tape the container shut, then place in a garbage bag then place in the City provided cart per the Environmental Protection Agency.

(Ord. of 12-30-46 § 1; Ord. No. 77-6 § 1, 08-04-77; Ord. No. 90-27 § 1, 06-07-90; Ord. No. 91-14 § 1, 02-28-91)

Section 14-8 - Collection practices.

(A) *Frequency and volume of collection.*

- (1) Refuse accumulated by residences shall be collected once each week except that apartment complexes consisting of five or more units shall be collected twice each week.
- (2) Refuse accumulated by businesses shall be collected twice each week. Where necessary to protect the public health, the City Manager shall have the authority to require that more frequent collections be made at a fee.

(B) *Implementation.* The City Manager shall implement Code § 14-8(A) as soon as practical after enactment of this article.

(C) *Collection by actual producers and outside collectors.*

- (1) The actual producers of refuse or the owners of premises upon which refuse is accumulated who desire personally to collect and dispose of such refuse, or persons who desire to dispose of waste material not included in the definition of the refuse, or collectors of refuse from outside of the City who desire to haul refuse over City streets, shall use a watertight vehicle provided with a tight cover and so operated as to prevent offensive odors from escaping and refuse from being blown, dropped, leaked, or spilled.
- (2) Disposal of refuse by persons so permitted under Code § 14-8(A) above shall be made outside the City limits unless otherwise specifically authorized by the City Manager.
- (3) The City Manager shall have the authority to make such other reasonable regulations concerning individual collection and disposal and relating to the hauling of refuse over City streets by outside collectors as necessary, subject to the right to a due process hearing before the City Manager.

(D) *Refuse property of City.* Ownership of refuse material and recyclable material set out for collection shall be vested in the City.

(Ord. of 12-01-27 § 1; Ord. No. 77-24 § 1, 08-11-77; Ord. No. 90-27 § 1, 06-07-90; Ord. No. 96-O-18 § 5, 03-21-96)

Section 14-9 - Fees.

(A) Solid waste fees shall be set by resolution and revised from time to time.

(B) Solid waste fees shall in general be categorized as follows:

- (1) Weekly Residential refuse pick-up recurring monthly fees
- (2) Bi-weekly Commercial refuse pick-up recurring monthly fees
- (3) Brush, Limb and Yard Waste pick-up per occurrence fees.
- (4) Bulk item disposal pick-up per occurrence fees.

- (5) Special event refuse pick-up and property clean-up per occurrence fees.
- (6) Transfer Station disposal tipping fees paid on a per ton basis
- (C) All accounts shall be considered delinquent in accordance with the policies for discontinuation of Murfreesboro City water or Rutherford County Consolidated Utility District (CUD) for failure to pay bills for the same, as said policy may from time to time be amended.
- (D) *Schedule of fees, rates, credits. ECT for collection and disposal.* The City Mayor and Council shall establish by resolution a schedule of fees, rates and/or credits for the following:
 - (1) The collection and disposal of all solid waste generated within the corporate limits of the City of Murfreesboro.
 - (2) The collection and disposal of all solid waste generated through any solid waste authority, utility district, or other entity controlled by the City.
 - (3) Disposal of all solid waste in any City owned or controlled, Class 1-class 4 disposal site, transfer station, convenience center and/or recycling station or center. A copy of said schedule shall be posted on the City's website for public inspection and the appropriate rates shall be posted at all solid waste and disposal facilities.
- (E) *Billing of service fees.* The solid waste service fee for collection, removal and disposal of refuse by the City shall be included as a separate item each month on the bills rendered by the City's Water Resources Department or Rutherford County's Consolidated Utility District. The account shall be paid monthly at the same time electric/water bills are paid.
- (F) *Failure to pay service fee.* Water service shall be discontinued for failure to pay any solid waste collection or disposal fee in accordance with the City's or CUD's policy for discontinuation of water for failure to pay bills for the same, as said policy may from time to time be amended. When service commences or ceases, applicable fees may be prorated. If water shall be supplied to a location, the occupant or tenant of which has vacated said premises, and the City is satisfied that there has been a termination of the need for refuse collection, then the City, on application owner or agent therefore, may suspend liability for such solid waste fees, and said fees shall be reinstated with the next water bill rendered to an occupant or tenant of the premises.
- (G) *Responsibility for service fees.* In case of premises containing more than one dwelling unit or place of business, and where each such unit or place of business is billed separately for water such solid waste fees shall be billed to each person in possession, charge or control who is a water customer of the City of Murfreesboro system. In the case of premises containing more than one dwelling unit or place of business which are served through a single water meter, so that the occupants or tenants cannot be billed separately, the customer responsible for the water bill shall be liable for the solid waste service fees for the premises.

(1949 Code, Ch. 12 § 9; Ord. No. 90-27 § 1, 06-07-90; Ord. No. 90-45 § 3, 09-27-90)

Section 14-10 - Places of disposal.

The City may establish or designate, through contract with other public or private agencies, sanitary landfills, transfer stations, incinerators, or other places of disposal as may be necessary. No person shall use any other place of disposal except with the prior written approval of the City Manager, after the advice and consent of the Mayor and Council.

(1949 Code, Ch. 12 § 10; Ord. No. 83-4 §§ 1, 2, 04-07-83; Ord. No. 90-27 § 1, 06-07-90)

Section 14-11 - Collection schedules.

The City reserves the right to establish collection schedules and requirements as may be necessary.

(1949 Code, Ch. 12 § 11; Ord. No. 77-22 § 1, 08-04-77; Ord. No. 83-4 § 1, 04-07-83; Ord. No. 90-27 § 1, 06-07-90)

Section 14-12 - Nurseryman duty to remove yard waste including grass.

Every nurseryman or other person who cuts trees or trims shrubs or grass shall remove or cause to be removed all such grass and yard waste from the premises serviced by said nurseryman.

Nurserymen, landscapers, tree and shrub trimmers or grass trimmers, are prohibited from placing yard refuse or grass refuse at the curbside for City collection, conveyance and disposal. All hired services that perform such work for economic gain and generate such grass and yard refuse shall be so removed by the person causing and creating its accumulation.

Nurserymen, landscapers, tree and shrub trimmers or grass trimmers may recycle such brush at the city's brush recycling facility at the per unit cost identified in the Solid Waste Fee Schedule resolution.

(1949 Code, Ch. 12 § 12; Ord. No. 77-22 § 2, 08-04-77; Ord. No. 83-4 § 1, 04-07-83; Ord. No. 90-27 § 1, 06-07-90; Ord. No. 03-O-54 § 4, 02-05-04)

Section 14-13 - Contractor duty to remove trash.

Every contractor, roofer, or other person who repairs, remodels, builds, or demolishes a building or structure shall remove or cause to be removed all rubbish from the premises serviced by said independent contractor.

(1949 Code, Ch. 12 § 13; Ord. No. 83-4 § 1, 04-07-83; Ord. No. 90-27 § 1, 06-07-90)

Section 14-14 - Building debris removal.

Building debris such as scrap lumber, plaster, roofing, concrete, brick bats, paint cans, metal fencing, metal pipes, plastic pipes, plumbing fixtures, and sanding particles and dust resulting from the construction, repair, remodeling, or demolition of any building or appurtenances on private property will not be removed by the City. The owner must cause such materials and waste to be privately moved.

(1949 Code, Ch. 12 § 14; Ord. No. 83-4 § 1, 04-07-83; Ord. No. 90-27 § 1, 06-07-90)

Section 14-15 - Appliances, batteries, and tires.

Appliances, air conditioners, batteries, engine oil, chemicals, acids, rubber tires, rubber tubes, pesticides and insecticides, and vehicle parts will not be removed by the City. The owner must cause such materials and wastes to be privately moved and disposed of in accordance with local, state, and federal regulations.

(Ord. No. 83-4 §§ 1, 2, 04-07-83; Ord. No. 90-27 § 1, 06-07-90)

Section 14-16 - Nuisances prohibited.

It shall be unlawful for any person in possession, charge of, or control of any premises to keep, cause to be kept, or allow the keeping on any premises within the City of garbage or rubbish in such manner that it will become offensive or deleterious to health or likely to cause disease and the same is hereby declared a public nuisance.

(Ord. No. 83-4 § 1, 04-07-83; Ord. No. 90-27 § 1, 06-07-90)

Section 14-17 - Interference with containers.

- (A) No person other than the owner or person lawfully in control of any premises, or any authorized employee of the City, or any authorized employee of a person licensed and contracting for the collection or removal of garbage or rubbish, shall interfere in any manner with a container used for the accumulation or handling of garbage, rubbish, or recyclable materials, or remove any such container from the location where it shall have been placed by the owner or person lawfully in control of the premises, nor shall any such person remove the contents from any such container.
- (B) It shall be unlawful for any person to deposit, or permit or suffer its agents or employees to deposit, household, industrial, or commercial refuse in or about the anti-litter cans or like receptacles provided by the City in various public places in the community.

(Ord. No. 83-4 § 1, 04-07-83; Ord. No. 85-19 §§ 3, 4, 06-27-85; Ord. No. 90-27 § 1, 06-07-90)

Cross reference— Code § 14-101 et seq., anti-litter.

Section 14-18 - Waste materials.

It shall be unlawful for any person to dispose or cause to be disposed any garbage, rubbish, or other waste materials upon any property other than a garbage dump, convenience center or sanitary landfill.

(Ord. No. 85-19 § 2, 06-27-85; Ord. No. 90-27 § 1, 06-07-90)

Section 14-19 - Littering.

It shall be unlawful for any person to place any garbage, trash, rubbish, or refuse on any street, sidewalk, alley, public park, parkway, shopping center parking lot, business parking lot, or the premises occupied by another, or to violate any of the requirements of this chapter.

(Ord. No. 90-27 § 1, 06-07-90)

Cross reference— Code § 14-101 et seq., anti-litter.

Section 14-20 - Hauling refuse through streets.

It shall be unlawful, and it is hereby declared to be a nuisance, for any person to haul or transport by any means upon, along or over the streets, alleys, squares, or public places of the City the refuse matter of any animals, fish, or fowl or any filth, offal, or refuse matter unless the same be contained in tightly covered receptacles or containers so that noisome or offensive odors shall not escape therefrom.

(Ord. No. 90-27 § 1, 06-07-90)

Sections 14-21, 14-22 - Reserved.

Section 14-23 - Penalty.

A violation of Code §§ 14-1—14-22 shall be punishable as provided in Code § 1-8.

(Ord. No. 90-27, § 1, 06-07-90)

Sections 14-24—14-49 - Reserved.

ARTICLE II. - WEEDS AND REFUSE

Section 14-50 - Title.

This article shall be known as the "Weed and Refuse Ordinance."

(Ord. No. 90-27 § 1, 06-07-90)

Section 14-51 - Owner responsibility if property leased to tenant.

The term "owner" used herein shall include any "tenant" (unless the real property is an apartment complex of five units or more) and this article shall apply to owners and tenants as follows:

- (A) When the City Manager has prior knowledge that the subject real estate is rented or leased, or learns that same is rented or leased within ten days of the notice to the owner (as set forth in Code § 14-55), the City official shall also give notice to the tenant at the tenant's last known address. The notice to the tenant shall be in addition to the notice to the owner.
- (B) If the owner proves that a written lease requires the tenant to maintain the premises and to perform the functions required by Code § 14-52 and Code § 14-53, the primary responsibility hereunder shall be that of the tenant but with the owner having secondary responsibility. In the event the City is required to take the action set forth in Code § 14-57(A) and the tenant fails to pay the cost of same within 30 days of billing, the owner shall then be liable to the City for payment of same. Specifically, the owner will be subject to Code § 14-57(B) and Code § 14-57(C). Nothing mentioned herein will affect the respective duty of the tenant and owner to the other. For the purpose of this article the term "written lease" means a lease agreement in writing signed by the owner and tenant.

(Ord. No. 90-27 § 1, 06-07-90)

Section 14-52 - Nuisance declared; penalty.

- (A) *Nuisance declared.* It shall be unlawful for any owner to permit or suffer weeds to grow, or motor vehicles, rubbish, or garbage to accumulate, on the owner's property to such an extent that a nuisance is created which is injurious to the health, safety, or welfare of the inhabitants of the City. When premises in the City are not maintained in a sanitary condition as required by the laws of the State or the laws of the City, including specifically the International Property Maintenance Code and its provisions on weeds, motor vehicles, and rubbish and garbage, §§ 302.4, 302.8 and 305, respectively, and said premises have become a menace to public health, safety, or welfare, the City Manager shall declare the premises to be a nuisance. An adjudication of a violation of such a law by a court

is not a prerequisite for the premises to be declared a nuisance in accordance with the terms of this article.

- (B) *Penalty.* Failure to carry out this Code provision, and §§ 14-53 and 14-54 shall be considered a misdemeanor and subject to punishment as set forth in Murfreesboro City Code § 1-8.

(Ord. No. 90-27 § 1, 06-07-90; Ord. No. 01-O-77 § 1, 01-17-02)

Section 14-53 - Height to which grass must be cut; exemption.

- (A) *Small tracts of land.* Small tracts of land, whether improved or unimproved within the City, shall be kept cut, clipped, or controlled through chemical means as frequently as necessary to ensure that weeds, rank grass, and noxious growths do not exceed a height of 12 inches. Small tracts are defined as building lawns, sidewalk neutral strips, walkways, gardens, decorative landscaped areas, and unimproved lots of two acres or less.
- (B) *Large tracts of land.* Large tracts shall be cut, clipped or controlled through chemical means at least twice between March 1 and November 30 of each year with cuttings or clippings being at least three months apart. Cuttings or clippings shall be to a height not exceeding 12 inches. Large tracts are defined as unimproved property of a size two acres in area or larger, except that if large tracts are adjacent to improved residential property, they shall be kept clipped to the same standards as small tracts within 50 feet of such improved residential property.
- (C) *Exemption.*
- (1) Any area designated as a water quality protection area ("WQPA") within the meaning of the City's stormwater ordinance is exempt from the requirement of this section.
 - (2) Any area whose landscaping and/or features were part of a City approved site plan and stormwater management system (eg. "rain garden") is exempt from the requirement of this section.
 - (3) Any tract, or a portion or portions of any tract, recognized by the State of Tennessee as a wetland is exempt from the requirement of this section.
 - (4) Any tract, or portion or portions of a tract existing as a heavily wooded area to the extent that grasses and weeds are not present due to the shade canopy is exempt from the requirement of this section.
 - (5) Any tract, or a portion or portions of any tract, which an owner wishes to maintain in a natural state or as a wilderness area may request exemption from the City. The owner of said tract must submit a written description of the exemption request, a map of the tract if less than the entire tract is to be used for this purpose, which map shall delineate specifically any areas so

proposed which are within 50 feet of improved residential property, and the required fee. The City shall post the proposed exemption area and shall notify all landowners within 250 feet of any area proposed for exemption of the request. If any such landowner shall object to City in writing within 30 days, the Board of Zoning Appeals shall hold a public hearing on the request for an exemption prior to granting, in whole or in part, or rejecting the request. If a public hearing is not necessary, a portion of the fee shall be refunded to the owner. Any exemption granted may be revoked by the City upon 15 days' notice to the owner if the City believes that a fire or other hazard to the health, safety and welfare of the public has resulted from the exemption.

(Ord. No. 90-27 § 1, 06-07-90; Ord. No. 11-O-23 §§ 1, 2, 07-14-11)

Section 14-54 - Definition of weeds and noxious growth.

Weeds and noxious growth, as referred to in this article, shall not be interpreted so as to require the property owner to cut down trees, shrubs, crops, flowers, or other ornamental plants.

(Ord. No. 90-27 § 1, 06-07-90)

Section 14-55 - Notice to property owner to cut and clean up.

- (A) Upon the failure of any owner of property within the City to cut, or have cut, weeds, rank grass, or noxious growths, or to remove rubbish, refuse, or trash, it shall be the duty of the City Manager to serve a notice on the owner of such property to cut all weeds, grass, or noxious growths upon the owner's property or remove all trash, rubbish, or refuse from the property within ten days of the service of such notice. Such notice shall be mailed to the last known address of such owner by regular first-class mail or it may be personally served on the owner. Should the foregoing fail after diligent effort, notice may be posted on the property on which such weeds, grass, noxious growths, trash, rubbish, or refuse exists. Service of notice by any of the above methods shall be due notice to such owner.
- (B) The notice required in Code § 14-55(A) may be satisfied by reducing same to writing and stating in plain language the following:
 - (1) a brief statement of the law including the consequences of failing to remedy the violation or condition;
 - (2) the person, office, address, and telephone number of the administrative official giving notice;
 - (3) a statement that the owner may appeal the decision by written request filed with the Building Official within ten days of receipt of the letter or ten days of posting same on the property.

(Ord. No. 90-27 § 1, 06-07-90; Ord. No. 01-O-77 § 2, 01-17-02; Ord. No. 11-O-23 § 3, 07-14-11)

Section 14-56 - Hearing on notice.

Any owner aggrieved by the determination of the City Manager that a nuisance is maintained on the owner's premises may request a hearing. The request for a hearing must be in writing and filed with the Building Official within ten days from the date of the service of such notice. Failure to appeal within the specified time and in the specified manner shall constitute waiver of the right of appeal. The hearing shall be conducted at a meeting of the Construction Board of Adjustments and Appeals. At the hearing, the City Manager or designee shall present the facts concerning the condition of the premises. The owner shall be entitled to present evidence and to be represented by counsel. Members of the public shall also be heard. At such hearing the determination of the City Manager shall either be confirmed, modified, or set aside.

(Ord. No. 90-27 § 1, 06-07-90; Ord. No. 01-O-77 § 3, 01-17-02)

Section 14-57 - Cutting by City.

- (A) In addition to the fine provided for in Code § 1-8, upon the failure of any owner to cut or cause to be cut weeds, grass, or noxious growths or to remove trash, rubbish, or refuse from the property described in the notice mentioned in Code § 14-55 within ten days thereof or within ten days of the action of the Construction Board of Adjustments and Appeals, if a hearing was requested and conducted, the City Manager is authorized and directed to have such weeds, grass, and noxious growths cut or any trash, rubbish, or refuse removed, and a statement of the costs thereof shall be filed with the City Recorder or designee. A lien is hereby declared on such property for all costs and expenses of cutting or removal so incurred. Work performed under this section by the City may be accomplished by cutting or by chemical control, and with City forces or by retention of services from a private contractor to perform on the City's behalf in accordance with the City's contracting and purchasing procedures. The responsible party shall be responsible for the total cost of same, together with an administrative handling expense of an additional 20%.
- (B) Upon receipt of the statement of costs of cutting weeds or chemical control of grass or noxious growths or for the removal of trash, rubbish, or refuse pursuant to this section, the City Manager may transmit a true copy thereof to the City Attorney, who shall forthwith institute suit or take such other proceedings as may be necessary to enforce the lien on such property. In the event the statement of cost is referred to the City Attorney for handling, the responsible party/parties shall also be liable and responsible for reasonable attorney's fees and a service charge

of 1½% per month on the unpaid balance relating back to the initial date of the first statement of costs.

- (C) All uncollected costs for cutting or chemical control of weeds, grass, or noxious growths or for the removal of trash, rubbish, or refuse for the current year shall be certified to the City Treasurer on or before December 31st of each year. When taxes are collected for the next succeeding year, the City Treasurer shall collect any such certified amount as a special tax against said real estate. The cost for cutting or chemical control of weeds, grass, and noxious growths or the removal of trash, rubbish, or refuse pursuant to this section is hereby declared to be a special tax to be collected as general taxes levied by the City.

(Ord. No. 90-27 § 1, 06-07-90; Ord. No. 01-O-77 § 4, 01-17-02)

Section 14-58 - Citations.

Any employee of the Building and Codes Department or any City Police Officer may issue citations to City Court to people who violate the provisions of this chapter. Any person aggrieved by a violation of this chapter may seek a warrant from the City Judge.

(Ord. No. 90-27 § 1, 06-07-90; Ord. No. 90-41 § 3, 09-20-90)

Sections 14-59—14-100 - Reserved.

ARTICLE III. - ANTI-LITTER

Section 14-101 - Short title.

This article shall be known and may be cited as the "Murfreesboro Anti-Litter Ordinance."

(Ord. No. 90-41 § 1, 09-20-90)

Section 14-102 - Definitions.

For the purposes of this article, the following terms, phrases, words, and their derivations shall have the meaning given herein:

- (A) "*Aircraft*." Any contrivance now known or hereafter invented, used or designated for navigation or for flight in the air and shall include helicopters, lighter-than-air dirigibles, drones, and hot air balloons.
- (B) "*Authorized private receptacle*." A litter storage and collection receptacle as required and authorized in the Refuse Collection and Service Ordinance (Article I of this chapter).

(C) "*Commercial handbill*." Any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original or copies of any matter of literature which:

- (1) advertises for sale any merchandise, product, commodity, or thing; or,
- (2) directs attention to any business or mercantile or commercial establishment, or other activity, for the purpose of either directly or indirectly promoting the interest thereof by sales; or,
- (3) directs attention to or advertises any meeting, theatrical performance, exhibition, or event of any kind for which an admission fee is charged for the purpose of private gain or profit. The terms of this clause shall not apply where an admission fee is charged or a collection is taken up for the purpose of defraying the expenses incident to such meeting, theatrical performance, exhibition, or event of any kind, when any of the same is held, given, or takes place in connection with the dissemination of information which is not restricted under the ordinary rules of decency, good morals, public peace, safety, and good order; provided, that nothing contained in this clause shall be deemed to authorize the holding, giving, or taking place of any meeting, theatrical performance, exhibition, or event of any kind without a license where such license is or may be required by any law of this state or under any ordinance of this City; or
- (4) while containing reading matter other than advertising matter, is predominantly and essentially an advertisement and is distributed or circulated for advertising purposes or for the private benefit and gain of any person so engaged as advertiser or distributor.

(D) "*Handbill*." A commercial or noncommercial handbill.

(E) "*Litter*." "Garbage," "refuse," and "rubbish," as defined in Code § 14-2, and all other waste material which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety, and welfare.

(F) "*Newspaper*." Any newspaper of general circulation as defined by general law, any newspaper duly entered with the United States Postal Service in accordance with federal statute or regulation, and any newspaper filed and recorded with any recording officer as provided by general law. In addition thereto, "newspaper" includes any periodical or current magazine regularly published with not less than four issues per year and sold to the public.

(G) "*Noncommercial handbill*." Any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, newspaper, magazine, paper, booklet, or any other printed or otherwise reproduced original or copies of any matter of literature not included in the aforesaid definitions of a commercial handbill or newspaper.

- (H) "*Park.*" A park, reservation, playground, recreation center, or any other public area in the City owned or used by the City and devoted to active or passive recreation.
- (I) "*Private premises.*" Any dwelling, house, building, or other structure designed or used either wholly or in part for private residential purposes, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, walk, driveway, porch, steps, vestibule, or mailbox belonging or appurtenant to such dwelling, house, building, or other structure.
- (J) "*Public place.*" Any and all streets, sidewalks, boulevards, alleys, or other public ways and any and all public parks, squares, spaces, grounds, and buildings.
- (K) "*Vehicle.*" Is every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, including devices used exclusively upon stationary rails or tracks.

(Ord. No. 90-41 § 1, 09-20-90)

Section 14-103 - Litter in public places; helium balloons; tobacco juice.

No person shall throw or deposit litter in or upon any street, sidewalk, or other public place within the City except in public receptacles, authorized private receptacles for collection, or official state-approved landfills. No person shall deposit grass or yard clippings in the street or in a public drainage way or drainage easement. No person shall intentionally release helium filled balloons outdoors except for a scientific use, scientific experiment, or classroom project supervised by a teacher. It shall be unlawful for any person to expectorate tobacco juice or any other substance on a public street or sidewalk.

(Ord. No. 90-41 § 1, 09-20-90)

Section 14-104 - Litter in public receptacles.

Persons placing litter in public receptacles or in authorized private receptacles shall do so in such a manner as to prevent it from being carried or deposited by the elements upon any street, sidewalk, or public place or upon private property. No merchant may place business refuse in a public receptacle.

(Ord. No. 90-41 § 1, 09-20-90)

Section 14-105 - Sweeping litter into gutters.

No person shall sweep into or deposit in any gutter, street, or other public place within the City the accumulation of litter, dirt, or debris from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying

property shall keep the sidewalk in front of their premises, and all premises visible to the public and adjacent property owners, free of litter.

(Ord. No. 90-41 § 1, 09-20-90)

Section 14-106 - Litter thrown by persons in vehicles.

No person, while a driver or passenger in a vehicle, shall throw or deposit litter upon any street or other public place within the City or upon private property of another.

(Ord. No. 90-41 § 1, 09-20-90)

Section 14-107 - Truckloads causing litter; vehicle wheels carrying debris.

No person shall drive or move any truck or other vehicle within the City unless such vehicle is so constructed or loaded as to prevent any load, contents, or litter from being blown, leaked, or deposited upon any street, alley, or other public place, nor shall any person drive or move any vehicle or truck within the City, the wheels or tires of which carry onto or deposit in any street, alley or other public place mud, dirt, sticky substances, litter, or foreign matter of any kind.

(Ord. No. 90-41 § 1, 09-20-90)

Section 14-108 - Construction site litter and erosion.

The owner and contractor shall contain building materials, construction debris, litter, and erosion in such a manner as to prevent it from being blown, washed, carried, or deposited upon any street, sidewalk, storm drainage way, public property or private property of another.

(Ord. No. 90-41 § 1, 09-20-90)

Section 14-109 - Litter in lakes and fountains.

No person shall throw or deposit litter in any fountain, pond, lake, stream, river, creek, or any other body of water within the City.

(Ord. No. 90-41 § 1, 09-20-90)

Section 14-110 - Throwing or distributing handbills in public places.

No person shall throw or deposit any handbill in or upon any sidewalk, street, or other public place within the City, nor shall any person hand out or distribute or sell any handbill in any public place. However, it shall not be unlawful, on any sidewalk or other public place within the City, for any person to hand out or distribute, without

charge to the receiver thereof, any handbill to any person willing to accept it. In addition, it shall be lawful to securely attach a handbill to a vehicle. Nothing herein authorizes a person to stand in the street to distribute handbills.

(Ord. No. 90-41 § 1, 09-20-90)

Section 14-111 - Reserved.

Section 14-112 - Depositing handbills on uninhabited or vacant premises.

No person shall throw, attach to the exterior of the building without owner's permission, or deposit any handbill in or upon any private premises which are temporarily or continuously uninhabited or vacant. For the purpose of this article, "temporarily uninhabited" or "temporarily vacant" means absent from the premises for 30 or more consecutive days.

(Ord. No. 90-41 § 1, 09-20-90)

Section 14-113 - Prohibiting distribution of handbills where properly posted.

No person shall throw or deposit any handbill upon any private premises if requested by the occupant not to do so, or if there is placed on such premises in a conspicuous position near the entrance thereof a sign bearing the words "No Advertisement".

(Ord. No. 90-41 § 1, 09-20-90)

Section 14-114 - Distributing handbills at inhabited private premises; exemption.

(A) *Distributing handbills at inhabited private premises.* No person shall throw, deposit, or distribute any handbill in or upon private premises which are inhabited, except by handing or transmitting the handbill directly to the owner, occupant, or other person then present in or upon such private premises. In case of inhabited private premises which are not posted as provided in this article, such person, unless requested by the occupant of such premises not to do so, may place or deposit any such handbill in or upon such inhabited private premises if such handbill is so placed or deposited as to be reasonably secure and prevent such handbill from being blown about such premises or sidewalks, streets, or other public places under ordinary weather conditions, and except that mailboxes may not be so used when so prohibited by federal postal law or regulations. No person shall place on, deposit, or leave exposed in any private yard or driveway any unsolicited newspaper, handbill, or material after the owner or occupant has made a written request that same be stopped, which request is addressed to the

publisher of the unsolicited material and which request identifies the name and address location of the owner or occupant who does not desire the material.

- (B) *Exemption for mail or newspaper.* The provisions of this section shall not apply to the distribution of mail by the United States, nor to newspapers (as defined herein), except that newspapers shall be placed on private property in such a manner as to reasonably prevent their being carried or deposited by the elements upon any street, sidewalk, or other public place or upon private property under ordinary weather conditions.

(Ord. No. 90-41 § 1, 09-20-90)

Section 14-115 - Dropping litter from aircraft.

No person in an aircraft shall throw out, drop, or deposit within the City any litter, handbill, or any other object.

(Ord. No. 90-41 § 1, 09-20-90)

Section 14-116 - Posting notices prohibited.

No person shall post or affix any notice, poster, or other paper or device calculated to attract the attention of the public to any lamppost, public utility pole, tree, or upon any public structure or building, except as may be authorized or required by law.

(Ord. No. 90-41 § 1, 09-20-90)

Section 14-117 - Litter on occupied private property.

No person shall throw, deposit, or maintain litter on any occupied private property within the City, whether owned by such person or not, except that the owner or person in control of private property may maintain authorized private receptacles for collection in such a manner that litter will be prevented from being carried or deposited by the elements upon any street, sidewalk or other public place or upon any private property. Private receptacles for refuse must be stored so as not to be visible from the street except upon the day of City refuse collection. Notwithstanding the foregoing, a private receptacle behind the home is permissible although visible to a street behind the residence.

(Ord. No. 90-41 § 1, 09-20-90)

Section 14-118 - Owner to maintain premises free of litter.

The owner or person in control of any private property shall at all times maintain the premises free of litter. It shall be unlawful to place rubbish including, but not limited

to, appliances, air conditioners, and other items listed in Code § 14-14 and Code § 14-15, outside or beside dumpsters and other garbage containers. As provided in Code § 14-14 and Code § 14-15, it shall be unlawful to place the rubbish listed therein in a public receptacle or garbage container served by the Solid Waste Department; provided, however, that this section shall not prohibit the storage of litter in authorized private receptacles for collection.

(Ord. No. 90-41 § 1, 09-20-90)

Section 14-119 - Litter on vacant lots.

No person shall throw or deposit litter on any open or vacant private property within the City whether owned by such person or not.

(Ord. No. 90-41 § 1, 09-20-90)

Section 14-120 - Refuse from dogs, cats, and domestic fowl.

- (A) It shall be unlawful for the owners of dogs, cats, domestic fowl, and other domestic animals to fail to dispose of the excrement, waste, or refuse matter, resulting in odor to the occupants of adjacent property or any health hazard to the public or inhabitants of the subject premises. This same requirement applies to persons who maintain or board animals for others.
- (B) It shall be unlawful for any person to maintain more than four dogs on a lot of record containing less than two acres unless same is (1) a licensed kennel, (2) veterinary office or (3) granted a special use permit by the Board of Zoning Appeals and the premises pass unannounced inspections by the Building and Codes Department. However, this paragraph shall not apply to puppies under four months of age.
- (C) It shall be unlawful for any person to maintain more than six cats outdoors on a lot of record containing less than two acres unless same is a licensed kennel or veterinary office. However, this paragraph shall not apply to kittens under two months of age.
- (D) It shall be unlawful for any person to maintain more than eight chickens, ducks, turkeys, geese, or other domestic fowl, rabbits, or any combination thereof on a lot of record containing less than two acres.
- (E) It shall be unlawful for any person to permit their dog or cat to defecate on the sidewalk, public street, public property, or the private property of another and fail to promptly remove same.
- (F) The procedure for special permits under Code § 14-120(B)(3) shall be the same as that provided in sections 8 and 9 of the City of Murfreesboro Zoning Ordinance, as amended, which is incorporated herein by reference as if set forth verbatim.

The fee shall be the same as that established for variance requests. The Board of Zoning Appeals may grant special permit under Code § 14-120(B)(3) provided the evidence presented at the public hearing establishes the following:

- (1) the requested use will not have a substantial or undue adverse effect upon the use and enjoyment of contiguous property and the character of the neighborhood;
 - (2) the facilities for keeping dogs will be constructed, arranged, and operated so as to be compatible with property in the immediate vicinity and not interfere with the use and enjoyment of adjacent property; and,
 - (3) the keeping of dogs will not cause offensive odors, dust, flies, insects, excessive noise, or other conditions which are detrimental to the health, safety, welfare, and enjoyment of the owners and occupants of the subject property, contiguous property, or the community as a whole.
- (G) The Board of Zoning Appeals may impose such conditions upon the premises granted a special permit as may be necessary to prevent or minimize any adverse effects of such use and to ensure the compatibility of the use with contiguous property and property in the vicinity. Such conditions shall be set forth in the motion authorizing the permit and in the special permit. A violation of such condition shall be a violation of this chapter. The Board of Zoning Appeals is authorized to revoke a permit granted under this section if the conditions imposed upon the premises benefited by such a permit have been violated or have not been met. The holder of a special permit shall be entitled to a due process hearing prior to revocation.

(Ord. No. 90-41 § 1, 09-20-90; Ord. No. 91-1 § 1, 01-17-91)

Cross reference— Ch. 5, animals and fowl.

Section 14-121 - Clearing of litter from open private property of City.

The Codes Enforcement Officer is hereby authorized and empowered to notify the owner of any open or vacant private property within the City or the agent of such owner to properly dispose of litter located on such owner's property which is dangerous to public health, safety or welfare. The procedure, notice, hearing rights, and corrective steps set forth in Code §§ 14-55—14-57 are incorporated herein by reference.

(Ord. No. 90-41 § 1, 09-20-90)

Section 14-122 - Penalty.

A violation of any of the provisions in Code §§ 14-101—14-121 shall be punishable as provided in Code § 1-8.

(Ord. No. 90-41 § 1, 09-20-90)

Sections 14-123—14-200 - Reserved.

ARTICLE IV. - RECYCLING

Section 14-201 - Recycle Murfreesboro.

This article shall be known as the "Recycle Murfreesboro Ordinance".

(Ord. No. 90-13 § 1, 03-22-90)

Section 14-202 - Purposes.

The purpose of the Recycle Murfreesboro Ordinance is to provide flexibility in developing and implementing recycling plans in the City, a means to protect our environment, a means to prolong the life of landfills, a means to preserve our natural resources, a means to prevent waste, and an alternative means of disposing of refuse.

(Ord. No. 90-13 § 1, 03-22-90)

Section 14-203 - Recyclables.

The recycling program may include any or all of the following materials: clear, brown, green food glass only and; steel, tin and aluminum; paper plastic bottles; cardboard; newspaper or any other item approved by the Solid Waste Department Director. The term "recyclables," as hereinafter referred to in this chapter, shall include any item approved by the Solid Waste Department Director for collection as a commodity designated for reuse or delivery to an established recycling center, from all residences and establishments, public and private, but shall not include hazardous waste, infectious waste, commercial, industrial or residential solid waste, sewage, body wastes, recognizable industrial or medical by-products.

(Ord. No. 90-13 § 1, 03-22-90)

Section 14-204 - Authority.

The City Manager is authorized and directed to cooperate with public and not-for-profit organizations, corporations (private, for-profit), and individuals in developing recycling plans for the City, subject to the terms and provisions of this article. Any plan developed by the City Manager in cooperation with any public or private organization, corporation, or individual shall be subject to the approval of the Council after a public hearing has been advertised a minimum of ten days in a local newspaper. Copies of the plan will be available at City Hall for inspection and review by the public for a minimum of ten days prior to the public hearing. The Council may

alter or amend the plan following the public hearing. A plan may be approved by resolution. When applicable, all requirements for the grant of a franchise must be satisfied.

(Ord. No. 90-13 § 1, 03-22-90)

Section 14-205 - Dropoff centers.

- (A) The recycling plan may involve dropoff centers. The dropoff centers plan may involve an exclusive franchise for a portion or all of the City. The plan may permit the use of City property (such as City schools or fire halls) for collections points. The plan may involve the City actually providing the collection containers. The plan may provide an exclusive franchise for all existing and new dropoff centers within the designated territory for a designated period of time. Any such plan must address the matter of cleanup, maintenance, publicity, and regular collection of recyclable materials. The plan should address the availability of a market for the recyclable materials collected.
- (B) If there is no existing franchise, and there are two or more applicants for the same franchise, a not-for-profit organization will be favored over a for-profit organization or individual, all other things being equal. If a for-profit organization or individual has an existing franchise, then it will have priority over all other applicants for the same franchise, provided all other things are equal.

(Ord. No. 90-13 § 1, 03-22-90)

Section 14-206 - Curbside collection.

The plan may involve curbside collection of recyclable materials. The plan may provide for a central collection point one day a month at one location in each block in the franchise territory. The plan may involve City equipment and employees actually picking up and hauling the recyclable materials to a central dropoff point. The plan may provide the exclusive rights to curbside pickup in the designated area of the City for a definite period of time. Before such a plan is implemented, proof of public acceptance and willingness to voluntarily participate in the plan for curbside pickup of recyclable materials must be demonstrated by the applicant. The factors set forth in Code § 14-205(A) in evaluating and reviewing plans and applicants are incorporated herein by reference. The priorities set forth in Code § 14-205(B) are incorporated by reference.

(Ord. No. 90-13 § 1, 03-22-90)

Section 14-207 - Buy-back centers.

Nothing in this article shall limit or prevent the establishment of commercial buy-back centers. In other words, an exclusive grant of franchise under this article which involves voluntary recycling will not in any way impair, impede, or limit the ability of free enterprise to establish a buy-back center.

(Ord. No. 90-13 § 1, 03-22-90)

Section 14-208 - Anti theft and anti-scavenger provision.

It shall be unlawful for any person to steal or to rummage through materials involved in a recycling program. It shall be unlawful for any person to steal materials or rummage through refuse, whether involved in a voluntary recycle program or not, when the refuse is placed at the curb for collection.

(Ord. No. 90-13 § 1, 03-22-90)

Section 14-209 - Non-recyclable material.

It shall be unlawful for any person to deposit trash, refuse, garbage, or rubbish at a Recycle Murfreesboro collection point which is not a recyclable material designated for collection at the Recycle Murfreesboro collection point.

(Ord. No. 90-13 § 1, 03-22-90)

Section 14-210 - Penalty.

A violation of any of the provisions in Code § 14-208 or Code § 14-209 shall be punishable as provided in Code § 1-8.

(Ord. No. 90-13 § 1, 03-22-90)

RESOLUTION 21-R-11 adopting Solid Waste Collection and Disposal Fee Schedule.

WHEREAS, Murfreesboro City Code, Section 14-9, Fees; states that “The City Mayor and Council shall establish by resolution a schedule of fees, rates, and/or credits for the following: (1) The collection and disposal of all solid waste generated within the corporate limits of the City of Murfreesboro; (2) The collection and disposal of all solid waste generated through any solid waste authority, utility district, or other entity controlled by the City; and (3) Disposal of all solid waste in any City owned or controlled, Class 1-class 4 disposal site, transfer station, convenience center and/or recycling station or center.”

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. The following Solid Waste Collection and Disposal Fee Schedule are hereby adopted:

(a) Solid Waste Collection

<i>Residential Collection:</i> One time a week service	\$7.50 per month per cart
<i>Residential Drop-Off:</i> City Convenient Center	\$0.00
<i>Commercial:</i> Two times a week service	\$30.00 per month per cart

(b) Brush, Limb and Yard Waste Collection:

<i>Residential Curbside Collection</i>	
6’x6’x6’ (8 CY) collection or less	\$0.00
12’x6’x6’ (16 CY) collection	\$25.00 per load
1 full Boom Truck Load 22 yds of service	\$50.00 per load
Bagged Grass Clippings	\$0.00 per load
Loose Grass Clippings	\$5.00 per load
<i>Commercial Curbside Collection</i>	\$150.00 per load
<i>Residential Drop-Off at Mulching Facility</i>	
Murfreesboro City Resident	\$0.00
<i>Commercial Drop-Off at Mulching Facility</i>	\$75 per ton, \$75 minimum

(c) Bulk Item Collection:

For pickup of curbside bulky items such as couches, chairs, furnishings, mattresses, and box springs, please call 24 hours in advance of your trash service day. Service charges will apply for bulk item collection at \$10 per item for the first 3 items and \$30 per item for every item over 3. Applicable charges will be applied to your utility account.

(d) Replacement Solid Waste Carts Current Market Cost

(e) Special Event or Property Clean-up Solid Waste Services Determined by Solid Waste Director per event or occurrence

SECTION 2. This Resolution shall be effective upon the effective date of Ordinance 21-O-06.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

COUNCIL COMMUNICATION

Meeting Date: 04/22/21

Item Title: Resolution 21-R-12 - Unclaimed Property Request

Department: Finance

Presented by: Melissa B. Wright, City Recorder

Requested Council Action:

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

Summary

Annual request to State to return unclaimed property remitted by the City.

Staff Recommendation

Approve Resolution 21-R-12.

Background Information

The City remits unclaimed property to the State on an annual basis. Upon request, the State returns unclaimed property to the City after the required holding period has been met and the property remains unclaimed, provided the City agrees to accept liability for future claims of these funds and to report to the State, on an annual basis, of any claims made.

Council Priorities Served

Responsible budgeting

Funds held by the City are available for investment earnings in the City's General Fund.

Fiscal Impacts

Funds are returned to the City and the liability for future claims is generally low. To date we have not had a claim for funds after return from the State.

Attachment:

Resolution 21-R-12

RESOLUTION 21-R-12 requesting unclaimed balance of accounts remitted to State Treasurer under Unclaimed Property Act.

WHEREAS, Tennessee Code Annotated Section 66-29-102 and Section 66-29-123, provide that a municipality or county in Tennessee may request payment for the unclaimed balance of funds reported and remitted by or on behalf of the local government and its agencies if it exceeds \$100, less a proportionate share of the cost of administering the program; and,

WHEREAS, the City of Murfreesboro and/or its agencies have remitted accounts to the State of Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act for the report year ending December 31, 2020; and,

WHEREAS, the City of Murfreesboro agrees to meet all of the requirements of Tennessee Code Annotated Section 66-29-101 et seq. and to accept liability for future claims against accounts represented in funds paid to it and to submit an annual report of claims received on these accounts to the State Treasurer by September 1 each year; and,

WHEREAS, it is agreed that the City of Murfreesboro will retain a sufficient amount to ensure prompt payment of allowed claims without deduction for administrative costs or service charge and that the balance of funds will be deposited in the City’s General Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. The City of Murfreesboro requests the State Treasurer to pay the unclaimed balance of funds remitted for the 2020 report year to it in accordance with the provisions of Tennessee Code Annotated Section 66-29-121. A list of remittances made by or on behalf of the City and its agencies is attached.

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

DocuSigned by:
Adam F. Tucker

43A2035E51F04011
Adam F. Tucker
City Attorney

04/19/21

REMITTANCES FILED BY OR ON BEHALF OF LOCAL GOVERNMENT AND ITS AGENCIES

Name of County/Municipality City of Murfreesboro

Mailing Address P. O. Box 1139
Murfreesboro TN 37133-1139

Name of Holder or Agency Submitting Report and Remittance	Holder Identification Number	Amount of Remittance (If Available)	Date of Remittance (If Available)	Federal employer tax ID #
City of Murfreesboro	15830	13504.93	10/14/2020	62-6000374

I certify that any agencies included in this request are chartered under this local government.

615-893-5210

Phone Number

Melissa Wright

Printed Name

Date April 19, 2021

(Signature)

Finance Director

(Title)

This report and accompanying Resolution may be filed with the Unclaimed Property office of the State Treasury Department at any point between the actual remittance of unclaimed accounts and the June 1 eighteen months following.

COUNCIL COMMUNICATION

Meeting Date: 04/22/2021

Item Title: Planning Commission Recommendations

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Scheduling matters previously heard by the Planning Commission for public hearings before Council.

Staff Recommendation

Schedule public hearings for the items below on May 20, 2021.

Background Information

During its regular meeting on April 7, 2021, the Planning Commission conducted public hearings on the items listed below. After the public hearings, the Planning Commission discussed the matters and then voted to recommend their approval.

- a. Zoning application [2021-402] for approximately 0.66 acres located along Lee Street to be rezoned from CM-R and CCO to PRD (Lee Street Towns PRD) and CCO, Lee Street Partnership applicant.
- b. Zoning application [2021-404] to amend the One East College PUD zoning for approximately 2.42 acres located along East College Street, North Spring Street, East Lytle Street, and North Church Street, 705 4th Avenue South Holding Company, LLC applicant.
- c. Zoning application [2021-405] for approximately 116.7 acres located along Burnt Knob Road, Blackman Road, and Vaughn Road to be zoned GDO-3 and for approximately 101.7 acres of same property to be rezoned from P to CH, City Administration Department applicant.
- d. Zoning application [2021-406] for approximately 52.9 acres located along Veterans Parkway, Burnt Knob Road, and Vaughn Road to be zoned GDO-1, City Administration Department applicant.

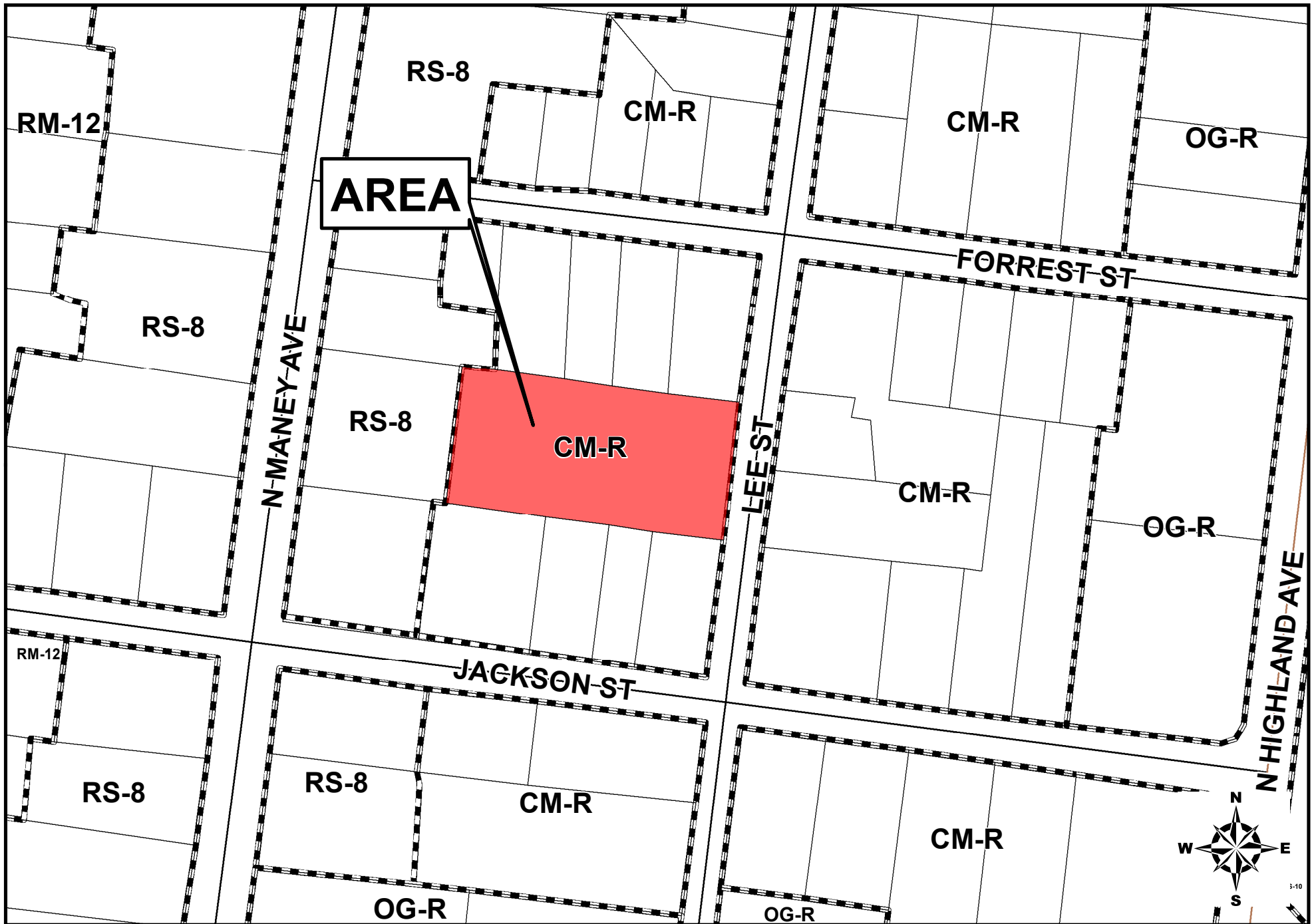
Fiscal Impact

The only fiscal impact is the cost of advertising in the newspaper (exact cost unknown at this time).

Attachments:

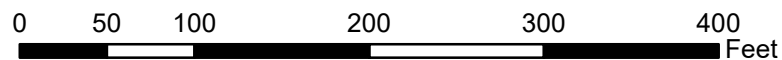
1. Map for zoning application for approximately 0.66 acres located along Lee Street

2. Map for zoning application for approximately 2.42 acres located along East College Street, North Spring Street, East Lytle Street, and North Church Street
3. Map for zoning application for approximately 116.7 acres located Burnt Knob Road, Blackman Road, and Vaughn Road
4. Map for zoning application for approximately 52.9 acres located along Veterans Parkway, Burnt Knob Road, and Vaughn Road

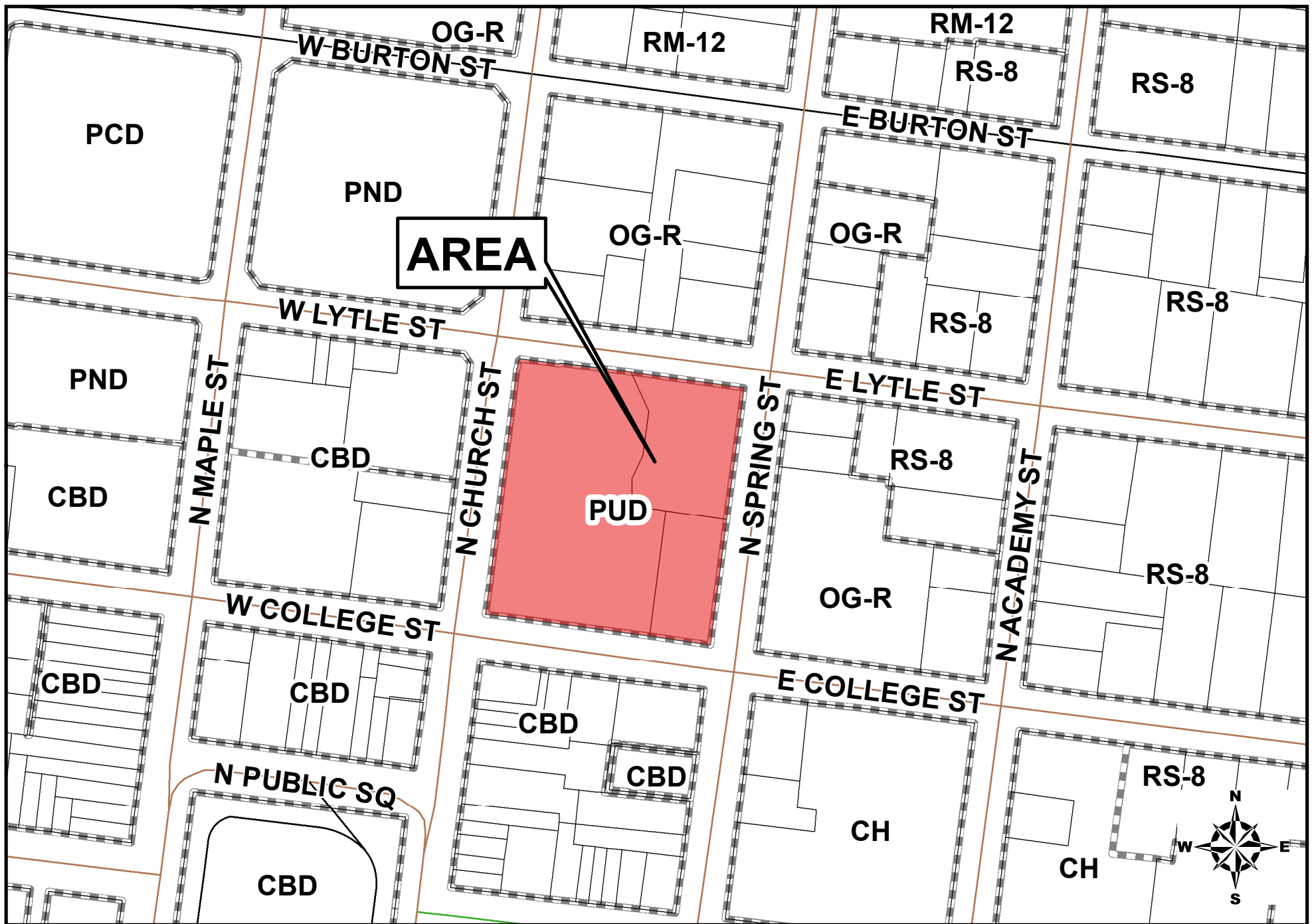


T E N N E S S E E

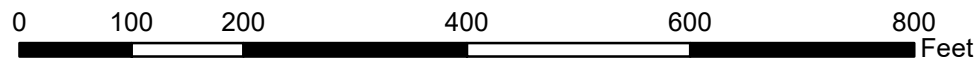
Zoning Request for Property Along Lee Street
CM-R to PRD (Lee Street Towns PRD)



Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov



Zoning Request for Property Along East College Street,
North Church Street, North Spring Street & East Lytle Street
PUD Amendment (One East College PUD)

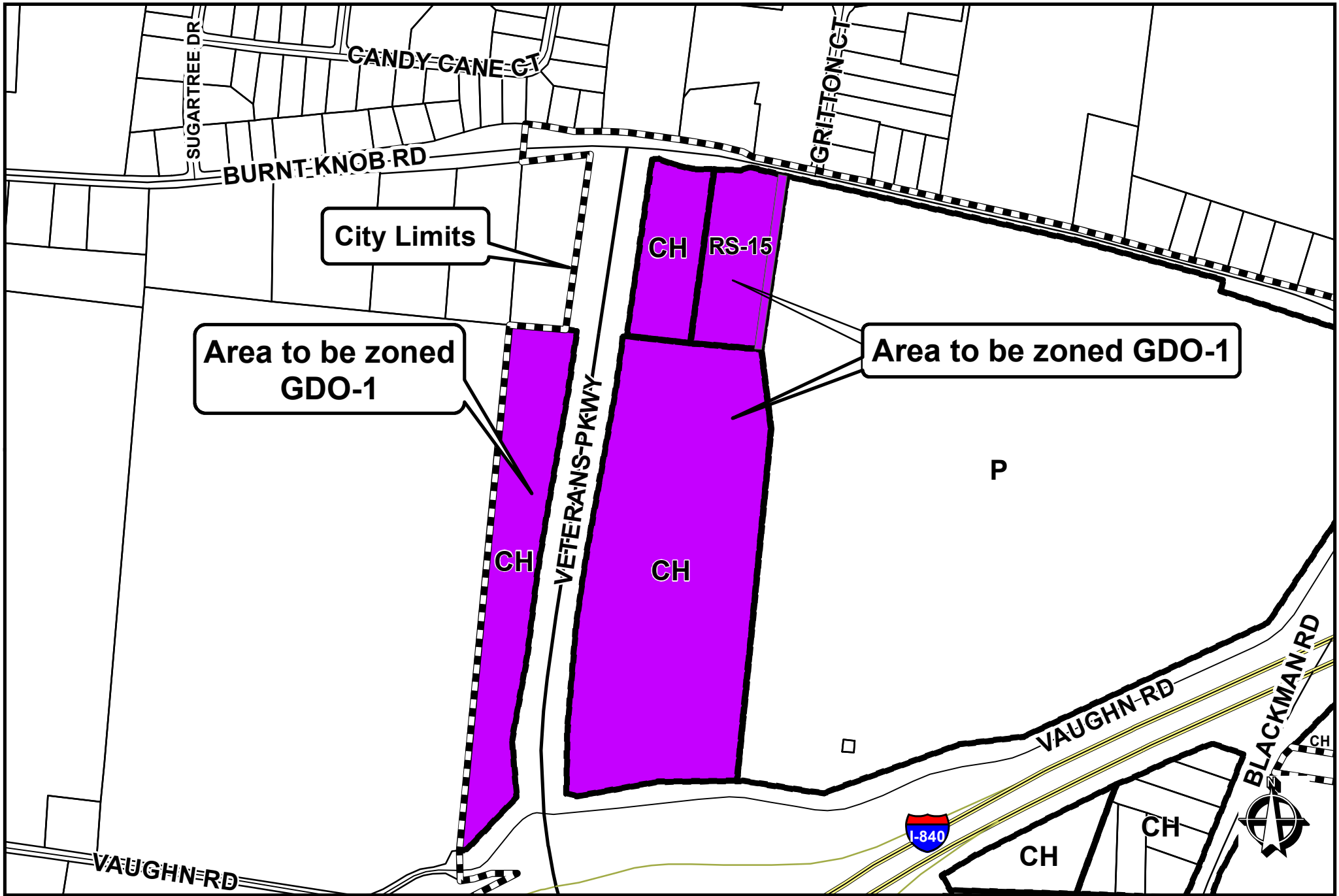


Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov

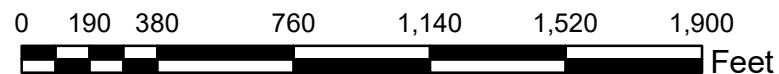


A horizontal bar divided into segments representing different materials or layers. The segments are labeled with their lengths in feet: 0, 195, 390, 780, 1,170, 1,560, and 1,950. The word "Feet" is at the end.

Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov



**Zoning request for property along Burnt Knob Road and
Vererans Parkway to be zoned GDO-1**



Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov

COUNCIL COMMUNICATION

Meeting Date: 04/22/2021

Item Title: Boyce Ballard Construction Change Order No. 1 for Indoor Soccer Facility Foundation

Department: Parks and Recreation

Presented by: Nate Williams, Director

Requested Council Action:

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

Summary

Boyce Ballard Construction Change Order No. 1 for Indoor Soccer Facility Foundation.

Staff Recommendation

Approve Boyce Ballard Construction Change Order No. 1

Background Information

On March 27, 2020, Council approved a contract with Boyce Ballard to construct the foundation for the 90,000sf indoor practice facility. Due to the uncertainty at the onset of the COVID-19 pandemic, this element of the total project was paused indefinitely.

This proposed change order reflects increased material costs from Spring 2020 to Spring 2021. Upon completion of construction of the foundation, the ClearSpan structure will be erected, as specified in the Cooperative Use Agreement with the Tennessee State Soccer Association that was approved by Council in April 2019.

Council Priorities Served

Improve economic development

Improvements to the Richard Siegel Soccer Complex will allow for increased regional and national tournaments that will have a significant impact in direct revenue, sales tax revenue, and the local economy.

Establish strong City brand

This project will help bring further recognition to the City as "The Sports Capital of Tennessee" by increasing exposure both regionally and nationally.

Fiscal Impact

Total cost for Change Order No. 1 with Boyce Ballard Construction is \$22,880 and is funded through the CIP Budget for Siegel improvements.

Attachment

Boyce Ballard Construction Change Order No. 1

Transmittal

Johnson + Bailey Architects P. C.



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

To: Mr. Adam Tucker, City Attorney

From: R. Lyle Lynch AIA

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

Date: March 31, 2021

Re: Renovations at
Richard Siegel Soccer Park
Murfreesboro, Tennessee
J+B No. 1818

CC: Mike Boyce

☒ For Signature

☐ For Records

☐ Please Forward

☐ Return ASAP

☐ For your use

☐ For Review

☐ Please Comment

☐ Please Reply

Copies	Date	Description
03	2-26-21	Change Order No. 1

• **Comments:**

For Owner signature.

Please sign all three originals, retain one for your records, and return two to this office. We will forward one to the Contractor and retain the other for our records.

TRANSMITTED VIA :

☐ Mail

☐ Fax

☐ UPS

☐ Next Day Air

☒ Hand Delivered

Johnson + Bailey Architects P.C.

City Center
100 East Vine St., Suite 700
Murfreesboro, TN 37130
(615) 890-4560 • Fax (615) 890-4564



CHANGE ORDER NO. 1

PROJECT: Soccer Practice Facility at
Siegel Soccer Park
Foundation Bid Package

CHANGE ORDER NO: 1

DATE: February 26, 2021

CONTRACTOR: Boyce Ballard Construction, LLC
10-B Public Square North
Murfreesboro, TN 37130

ARCHITECT'S PROJECT NO: 1818

CONTRACT FOR: Foundation Construction

CONTRACT DATED: February 28, 2020

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

ITEM 1: Reference AIA Document A101 - 2017, Standard Form of Agreement Between Owner and Contractor, dated February 28, 2020, Page 2, Article 3.1. Change "July 15, 2020", to "May 3, 2021", at two occurrences.

ITEM 2: Increase contract sum by \$22,879.84 due to increased materials costs incurred since bid date of February 6, 2020.

SEE ATTACHMENTS

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The current Contract Sum as revised by previous Changer Orders is \$776,800.00

Net change by previously authorized Change Orders \$0.00

The Contract Sum prior to this Change Order was \$776,800.00

The Contract Sum will be increase by this Change Order \$22,879.84

The new Contract Sum including this Change Order will be \$799,679.84

The Contract Time will be UNCHANGED

The Contract Time extensions by previous Change Orders is ZERO (0) DAYS

The Date of Substantial Completion as of the date of this Change Order therefore is 84 Days After NTP

JOHNSON + BAILEY
ARCHITECTS P.C.
ARCHITECT

BY 
John T. Trail, Vice President

BOYCE BALLARD
CONSTRUCTION, LLC
CONTRACTOR

BY 
Mike Boyce, Co-Owner

CITY OF MUFREESBORO
OWNER

BY
Shane McFarland, Mayor

DATE 3-24-2021

DATE 3-31-21

DATE

Approved as to form:


Adam F. Tucker, City Attorney

CHANGE ORDER NO. ONE (1)

Soccer Practice Facility at
Siegel Soccer Park
Foundation Bid Package
J+B No. 1818
February 26, 2021
Page 2

ATTACHMENTS:

- A. Boyce Ballard Construction Cost Itemization Letter dated February 5, 2021
- B. Reinforcing Steel Pricing Letter from Nucor Steel Birmingham dated September 4, 2020
- C. Reinforcing Steel Pricing Letter from Nucor Steel Birmingham dated November 20, 2020
- D. Reinforcing Steel Pricing Letter from Nucor Steel Birmingham dated December 4, 2020
- E. Reinforcing Steel Pricing Letter from Nucor Steel Birmingham dated December 18, 2020
- F. Reinforcing Steel Pricing Letter from Nucor Steel Birmingham dated January 8, 2021



CONSTRUCTION, LLC

February 5, 2021

City of Murfreesboro
Attn: Nate Williams
Director, Murfreesboro Parks & Recreation
111 West Vine Street
Murfreesboro, TN 37130

**Re: Siegel Park Soccer Practice Facility
Material Price Increase**

Mr Williams:

After review of our bid for materials and subcontractors for material cost increases, we have the following list of items that have been affected by the economy changes since we bid the project last February 6th. Please review and let me know if you have any questions regarding any item.

1. Grading & Excavation: There are not cost changes associated with this scope of work at this time. As long as the price of fuel does not go up by the time we start we will not need to add anything for this work.
2. Fencing: As of today, the total cost of this work has gone up \$6,934.86.
3. Sod: The total cost increase for the sod is \$2,544.75
4. Reinforcing Steel Package: As of today, the total cost increase is \$12,124.98
5. Welded Wire Mesh: As of today, the total cost increase is \$851.61
6. Anchor Bolts: As of today there are not cost changes.
7. Stone Base: The total cost increase for the stone is \$423.64
8. Electrical: As of today there are no cost changes.

The total add for material price increases for the above list of items is a total of \$22,879.84. Most of the price increase are due to the volatility of the steel market. Most of the vendors will only hold their prices for 15 days or at most 30 days. I have also included letters from some of the steel suppliers about their price increases. Please review and let me know if you have any questions regarding any of the items above.

Sincerely,

Mike Boyce
Co-Owner
Boyce Ballard Construction, LLC
Cell: 615-603-9395
Office: 615-617-3812
Email: mike@boyceballard.com

NUCOR

BAR MILL GROUP

NUCOR STEEL BIRMINGHAM, INC.

September 4, 2020

Dear Valued Customer:

Effective with new orders received Tuesday, September 8, 2020, Nucor Steel Birmingham, Inc. will increase our transaction price on Concrete Reinforcing Bars by \$2.00/cwt. or \$40.00 per ton.

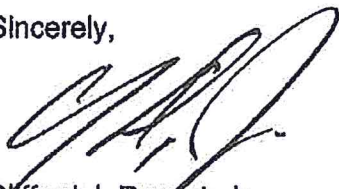
All confirmed orders as of the close of business on September 4, 2020 will be price protected if shipped before September 19, 2020.

As always, we will monitor the marketplace and respond accordingly in order to assure you of receiving a competitively priced product.

If you have any questions, please contact your District Sales Manager or the mill direct at (866) 862-4796.

Nucor Steel Birmingham, Inc. thanks you for your business and appreciates your continued support and cooperation.

Sincerely,



Clifford J. Drouet, Jr.
Sales Manager
Nucor Steel Birmingham, Inc.
Office: (205)250-7467

NUCOR

BAR MILL GROUP

NUCOR STEEL BIRMINGHAM, INC.

November 20, 2020

Dear Valued Customer:

Effective with new orders received Monday, November 23, 2020, Nucor Steel Birmingham, Inc. will increase our transaction price on Concrete Reinforcing Bars by \$1.50/cwt. or \$30.00 per ton.

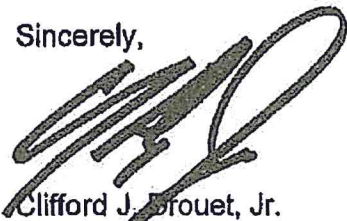
All confirmed orders as of the close of business on November 20, 2020 will be price protected if shipped before December 12, 2020.

As always, we will monitor the marketplace and respond accordingly in order to assure you of receiving a competitively priced product.

If you have any questions, please contact your District Sales Manager or the mill direct at (866) 862-4796.

Nucor Steel Birmingham, Inc. thanks you for your business and appreciates your continued support and cooperation.

Sincerely,



Clifford J. Brouet, Jr.
Sales Manager
Nucor Steel Birmingham, Inc.
Office: (205)250-7467

NUCOR

BAR MILL GROUP

NUCOR STEEL BIRMINGHAM, INC.

December 4, 2020

Dear Valued Customer:

Effective immediately, Nucor Steel Birmingham, Inc. we are increasing our transaction price on Concrete Reinforcing Bars by \$3.25/cwt. or \$65.00 per ton.

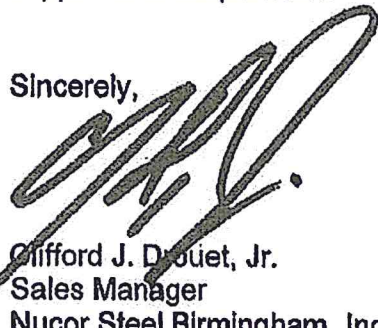
All confirmed orders as of the close of business on December 3, 2020 will be price protected if shipped before January 1, 2021.

As always, we will monitor the marketplace and respond accordingly in order to assure you of receiving a competitively priced product.

If you have any questions, please contact your District Sales Manager or the mill direct at (866) 862-4796.

Nucor Steel Birmingham, Inc. thanks you for your business and appreciates your continued support and cooperation.

Sincerely,



Clifford J. Drouiet, Jr.
Sales Manager
Nucor Steel Birmingham, Inc.
Office: (205)250-7467

NUCOR

BAR MILL GROUP

NUCOR STEEL BIRMINGHAM, INC.

December 18, 2020

Dear Valued Customer:

Effective immediately, Nucor Steel Birmingham, Inc. we are increasing our transaction price on Concrete Reinforcing Bars by \$2.00/cwt. or \$40.00 per ton.

All confirmed orders as of the close of business on December 17, 2020 will be price protected if shipped before January 9, 2021.

As always, we will monitor the marketplace and respond accordingly in order to assure you of receiving a competitively priced product.

If you have any questions, please contact your District Sales Manager or the mill direct at (866) 862-4796.

Nucor Steel Birmingham, Inc. thanks you for your business and appreciates your continued support and cooperation.

Sincerely,



Clifford J. Drouet, Jr.
Sales Manager
Nucor Steel Birmingham, Inc.
Office: (205)250-7467

NUCOR

BAR MILL GROUP

NUCOR STEEL BIRMINGHAM, INC.

January 8, 2021

Dear Valued Customer:

Effective immediately, Nucor Steel Birmingham, Inc. we are increasing our transaction price on Concrete Reinforcing Bars by \$2.50/cwt. or \$50.00 per ton.

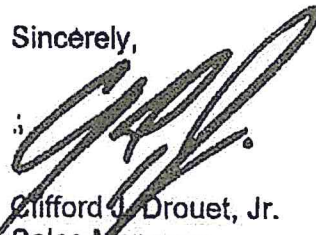
All confirmed orders as of the close of business on January 7, 2021 will be price protected if shipped before January 23, 2021.

As always, we will monitor the marketplace and respond accordingly in order to assure you of receiving a competitively priced product.

If you have any questions, please contact your District Sales Manager or the mill direct at (866) 862-4796.

Nucor Steel Birmingham, Inc. thanks you for your business and appreciates your continued support and cooperation.

Sincerely,



Clifford L. Drouet, Jr.
Sales Manager
Nucor Steel Birmingham, Inc.
Office: (205)250-7467

COUNCIL COMMUNICATION

Meeting Date: 04/22/2021

Item Title: ClearSpan Fabric Structures Agreement for Indoor Soccer Training Facility

Department: Parks and Recreation

Presented by: Nate Williams, Director

Requested Council Action:

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

Summary

ClearSpan Fabric Structures Agreement for Indoor Soccer Training Facility.

Staff Recommendation

Approve ClearSpan Fabric Structures Agreement.

Background Information

On March 27, 2020, Council approved a contract with ClearSpan Fabric Structures to erect a 90,000sf indoor practice facility at the Richard Siegel Soccer Complex, as specified in the Cooperative Use Agreement with the Tennessee State Soccer Association that was approved by Council in April 2019.

Due to the uncertainty of the COVID-19 pandemic, this element of the total project was not executed.

Council Priorities Served

Improve economic development

Improvements to the Richard Siegel Soccer Complex will allow for increased regional and national tournaments that will have a significant impact in direct revenue, sales tax revenue, and the local economy.

Establish strong City brand

This project will further recognize the City as "The Sports Capital of Tennessee" by increasing exposure both regionally and nationally.

Fiscal Impact

Total project cost is \$2,637,292 and is funded through the CIP Budget for Siegel improvements.

Attachments

ClearSpan Fabric Structures Agreement with Supporting Documents



AIA® Document A105™ – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the ____ day of _____ in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Murfreesboro, Tennessee, a Tennessee municipal corporation
111 West Vine Street
Murfreesboro, TN 37130

and the Contractor:

(Name, legal status, address and other information)

ClearSpan Fabric Structures International, Inc.
1395 John Fitch Blvd.
South Windsor, CT 06074
A105-2017 C

for the following Project:

(Name, location and detailed description)

Richard Siegel Soccer Park Indoor Training Facility
Hwy 231N at Cherry Lane
Murfreesboro, TN

The Structural Engineer:

(Name, legal status, address and other information)

Richard Barrios
1021 Worthington Lane
Prospect, KY 40059
License in TN 22187

The Electrical Engineer:

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Engineers, dated as set forth below, and enumerated as follows:

Drawings:

Number	Title	Date
00122	Johnson & Bailey Architects Structure # 00122	January 22, 2020

Specifications:

Section	Title	Pages
On drawings		

- .3 addenda prepared by the Engineers as follows:

Number	Date	Pages
None		

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

1. Exhibit A – Supplemental Conditions
Truss Arch Maintenance & Warranty
Labor Warranty
Owner provided design requirements - Order No. 7565468
2. Exhibit B – Insurance Requirements
3. Exhibit C – ClearSpan Quote #928740 dated January 12, 2021
4. Exhibit D – Sourcewell Contract #091319-CSS
5. Exhibit E – Performance Bond
6. Exhibit F – Payment Bond
7. Exhibit G – Building Drawings
8. Exhibit H – Affidavit of Compliance with Drug Free Workplace
9. Exhibit I – Affidavit of Non-collusion
10. Exhibit J – Iran Divestment Act
11. Exhibit K – Siegel Soccer Park Improvements Phase I Project Schedule
12. Exhibit J – Owner Tax Exempt Form

In the event of a conflict between the terms of this Agreement and those of either Exhibit A or Exhibit B, the exhibit's terms shall take precedence.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

The date of commencement shall be the date
(Paragraphs deleted)
on which the Owner issues the Notice to Proceed upon completion of the foundation.

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work which includes the structure and electrical work:

(Check the appropriate box and complete the necessary information.)

☒ [X] Not later than one hundred and twenty (180) calendar days from the date of Contractor accepts the pre-engineered building on the Project site..

☐ [] By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

\$2,637,292.00 as reflected in greater detail in Exhibit C.

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

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User Notes: (1649962600)

(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
N/A	N/A

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

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

N/A

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

(Identify each allowance.)

Item	Price
N/A	N/A

§ 3.5 Unit prices, if any, are as follows:

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§3.6 The Contractor shall pay all taxes, levies, duties, and assessments of any nature, that are applicable to any Work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. The Contractor shall make any and all payroll deductions required by law. The Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions. The Owner shall provide their sales tax exemption certificate for this project.

ARTICLE 4 PAYMENTS

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

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

any undisputed amount not later than thirty (30) days after the Owner receives the Contractor's Application, provided, however, the Owner may withhold five percent (5%) of any undisputed amount as retainage

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

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

3.0 % per annum

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1 and Exhibit B:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than Two Million Dollars (\$2,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00) general aggregate, and Two Million Dollars (\$2,000,000.00) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Umbrella/Excess	Three Million Dollars (\$3,000,000.00)
Equipment Property Insurance	One Million Dollars (\$1,000,000.00)
Builder's Risk Policy	

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Engineer, Engineer's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

§ 5.6 Payment and Performance Bonds.

§ 5.6.1 Unless waived by the Owner in the event of a Contract Sum less than \$100,000, the Contractor shall secure performance and payment bonds for 100% of the Contract Sum on a form acceptable to the Owner covering the faithful performance and completion of the Agreement and the payment of all obligations arising there under. Bonds shall be issued by a surety licensed in the State of Tennessee and satisfactory to the Owner.

§ 5.6.2 The Contractor must provide evidence of Bonds prior to the beginning of work. If the Performance and Payment Bonds are not furnished within 30 days of Notice of Award, the Contractor Bid Bond may be forfeited, and the Contract may be awarded to an alternate contractor.

§ 5.6.3 The Owner will require the Contractor to increase the Performance and Payment Bonds to accommodate Change Orders that individually or cumulatively exceed 10% of the original Contract Sum. The Contractor shall furnish to the Owner and keep in force during the term of the Contract, performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and materials furnished for the Work.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.2.1 Specifications may describe types and quantities of materials, equipment, and other items of the Work and methods of installation that cannot be easily shown on the Drawings. It is not intended that the Specifications will mention every item of Work that can be adequately shown on the Drawings nor is it intended that the Drawings will show all items of Work adequately described or required by the Specifications, even if it is the case that such Work could have been shown thereon. The Contract Documents are complimentary, and what is required by, or reasonably inferable, by one shall be as binding as if required by all. In the event of conflicts or discrepancies among the Contract Documents, this Agreement will take precedent over the Specifications and Drawings.

§ 6.2.2 Prior to the inspections for Substantial Completion and Final Completion, as applicable, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces;;; clean site; remove trash for Contractor's scope of work and surplus materials from the site;; and repair all Work damaged during cleaning.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In the event there are conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. Amendments or Change Orders, with those of later date having precedence over those of earlier date
2. The Agreement
3. Exhibits and Addenda, with those of later date having precedence over those of earlier date.
4. Drawings and Specifications
5. In the case of any conflicts or discrepancies between Drawings and Specifications or within or among the Contract Documents and not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation.

§ 6.4 Ownership and Use of Engineers' Drawings, Specifications and Other Documents

Documents prepared by the Engineers are instruments of the Engineers' service for use solely with respect to this Project. The Engineers shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Engineers.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

Init.

/

To Owner:	To Contractor:
Craig Tindall, City Manager ctindall@murfreesborotn.gov	Brad Williams bwilliams@clearspan.com
with copies to:	
<ul style="list-style-type: none"> Greg McKnight, Owner's Representative gmcknight@murfreesborotn.gov Nate Williams, MPRD Director nwilliams@murfreesbrotn.gov Gary Whitaker, Assistant City Manager gwhitaker@murfreesborotn.gov 	

Any notice sent via email shall be sent requesting a delivery receipt for the message. If the party sending the notice does not receive a delivery receipt within 24 hours, the party shall send notice via Certified U.S. Mail, private courier, or hand delivery to the other party.

§ 6.5 Non-Discrimination. It is the policy of the Owner 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, the Contractor certifies and warrants it will comply with this policy.

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges. If the Contractor's bid includes fees that the Owner has paid, or is required to pay directly, or that the Owner may waive, the Contractor shall, at the Owner's option, either pay these fees as a part of their bid or deduct fees from Contract Sum as a deductive change order.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents or is in default of its material obligations under the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made or default is cured, for which there will be no Change Order extending the Contract Time or the Contract Sum.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Owner may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Owner. In addition, if payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner immediately upon the Owner's written demand.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Owner. Reports of errors, inconsistencies, or omissions must be made in writing and copies provided directly to the Owner.

§ 8.1.3 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

- .1** That the Contractor is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2** That the Contractor is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- .3** That the Contractor is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental authorities having jurisdiction over it, the Work, or the site of the Project; and
- .4** That the execution of the Contract and its performance thereof are within the duly-authorized powers of the Contractor and the signatory on behalf of the Contractor.

§ 8.1.4 Contractor shall be responsible for ascertaining correct dimensions, and Contractor is not to ascertain dimensions simply by scaling drawings unless directed to do so by the Owner or Project Engineer. In case of any discrepancy between Drawings and Specifications, Contractor shall consult the Project Engineer promptly for an interpretation before proceeding with the Work.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work. Contractor must maintain an updated project schedule and if milestones are negatively impacted, Contractor must, prior to submission of the next application for payment, provide Owner with a specific plan to return the project to the project schedule.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Contractor's Scope of Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner have made a timely and reasonable objection.

§ 8.3.3 Layout new construction lines and verify slab slope and conditions. If discrepancies between actual lines and elevations and those indicated on plans exist, notify Project Engineer and Owner and obtain a decision before starting work. This is not applicable

§ 8.3.4 The Contractor shall establish and maintain reference points required for the work. Contractor shall lay out on the rough floor the exact locations of partitions, openings, etc. as a guide to all trades. Contractor shall verify elevations, lines, levels, and dimensions indicated on the drawings before commencing work. This is not applicable

§ 8.3.5 The Contractor shall be responsible to the Owner for the acts and omissions of all Contractor's employees and all Subcontractors, their agents and employees, and all other persons performing any of the Work under a contract with the Contractor.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.4.3 Contractor agrees to keep the Project free and clear from all mechanic's liens, materialmen liens, and other liens. The Contractor shall discharge any such lien immediately but in no event more than 30 days after filing of such a lien. In the event such lien is not released or discharged within such 30 days period, the Owner shall have the right to pay all sums necessary to discharge such liens and the Owner shall have the right to deduct such amounts from any amounts due hereunder or demand immediate payment from the Contractor. In the event of any such deduction, the Contract Sum due under the Contract Documents automatically shall be reduced by the amount of such payment without the need for any Change Order. In no instance shall this provision affect any limitation or restriction imposed by law or regulation on the placement or enforcement of liens.

§ 8.4.4 Substitutions:

.1 Where materials, equipment, apparatus, or other products are specified by manufacturer, brand name, type or catalog number, such designation shall establish standards of quality and style desired. Any reasonable request for substitution will be considered, if in the opinion of the Owner such materials are equal to the material specified and entirely satisfactory for use in the project. The Owner shall be the sole judge of acceptability of substitution.

.2 By making requests for substitutions, the Contractor:

- A. Represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- B. Represents that it will provide the same warranty for the substitution as it would for the product specified;
- C. Certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
- D. Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects. .

.3 When a material, equipment or system is specified by the name of one or more manufacturers, such material, equipment, or system shall form the basis of the Contract. If the Contractor desires to make a substitution, Contractor shall comply with Specification Sections 01 25 13 and 00 43 25.

.4 The Owner shall be entitled to reimbursement from the Contractor for amounts the Owner pays to an engineer or consultant for reviewing the Contractor proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

§ 8.4.5 The use of undocumented workers is not permitted.

§ 8.4.6 The Contractor shall have the Subcontractor who installs them, correct defects in bases, surfaces, or substrates on which finishing materials are to be applied, construction is to be added, or equipment is to be mounted.

§ 8.4.7 The Contractor shall disclose the existence and extent of any financial interest, whether direct or indirect, he has in subcontractors or material suppliers which he may propose for this project.

§ 8.5 Warranty

§ 8.5.1 The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the contract documents. The warranty provided in this Section shall be in addition to and not in limitation of any other warranty, including, manufacturer or supplier warranties, or remedy required by law or by the Contract Documents, and notwithstanding anything to the contrary contained in the Contract Documents. This warranty commences upon Final Completion. The Contractor shall promptly repair and replace, at the Contractor's sole cost and expense, any materials, equipment, or Work covered by and violating the warranty. All warranty work shall be coordinated with the Owner in order to limit the disruption of operation and completed Project. All such warranty work shall be completed in compliance with the terms and conditions of the Contract Documents.

§ 8.5.2 Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse of Owner or Owner's invitees, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 8.5.3 Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferrable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed. The Owner shall provide a sales tax exemption form for this project.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and electrical permit, licenses, necessary for proper execution and completion of the Contractor's Scope of Work. The required inspections shall be preformed by the company contracted and hired by the Owner with all the required inspections to be set up by the Contractor.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Owner shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials. If the Contractor fails to clean-up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor and deducted from the remaining. No on-site burning of trash is allowed.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Engineers, Engineers' consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The provisions of this Section 8.12 shall survive the completion of the Work or termination of the Agreement.

ARTICLE 9 PROJECT MANAGEMENT

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

§ 9.2 The Owner will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work. Representatives of the Owner and Contractor shall meet periodically at mutually agreed-upon intervals for the purposes of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participation in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationship which may otherwise exist.

§ 9.3 The Owner will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Owner's observations and evaluations of the Contractor's Applications for Payment, the Owner will review and certify the amounts due the Contractor.

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

§ 9.6 The Owner will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Owner will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Owner will be consistent with the intent of, and reasonably inferable from the Contract Documents.

(Paragraph deleted)

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing.

§ 10.1.1 Changes in the Work may be accomplished by Change Order, Change Directive, or Field Order, all of which the Contractor shall diligently effectuate and carry out.

- .1** A Change Order is a written instrument prepared by the Owner and signed by the Owner and the Contractor, stating their agreement upon all of the following: (i) the change of the Work; (ii) the amount of the adjustment, if any, in the Contract Sum; and (iii) the extent of the adjustment, if any, in the Contract Time. No change to the Contract Sum or Contract Time is effective without a written, signed Change Order. The Contractor's sole remedy for any changes is to secure a Change Order.
- .2** A Change Directive is a change required by the Owner that does not affect the Contract Time or Contract Sum and will be issued by the Owner in writing to the Contractor.
- .3** A Field Order is a minor change or deviation in the Specifications or Drawings and not inconsistent with the Contract that do not affect the Contract Time or Contract Sum and can be made verbally by the Owner and summarized within seven days in writing provided to the Contractor. The Contractor may request that the Owner convert a Field Order to a Change Directive.

§ 10.1.2 Should the Contractor believe a Change Directive requires a Change Order, the Contractor must make a Claim in accordance with the Agreement within 15 days of the Change Directive being issued.

§ 10.1.3 The Owner's representative shall have authority to authorize contract modifications less than \$10,000.00. Contract modifications of \$10,000.00 or greater require approval by Murfreesboro City Council.

§ 10.2 The Owner may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

§ 10.4 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based upon the following schedule:

- .1** For the Contractor, for Work performed by the Contractor's own forces at the fee negotiated with the owner of the cost.
- .2** For the Contractor, for Work performed by the Contractor's Subcontractor, five percent (5%) of the amount due the Subcontractor.
- .3** For each Subcontractor or Sub-Subcontractor involved, for Work performed by that Subcontractor's or Sub-Subcontractor's own forces, ten percent (10%) of the cost.
- .4** For each Subcontractor, for Work performed by the Subcontractor's Sub-Subcontractors, five percent (5%) of the amount due the Sub-Subcontractor.
- .5** Cost to which overhead and profit is to be applied shall be determined in accordance with Section 10.1.1.
- .6** In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract. Extensions of time will not be granted for delays caused by inadequate construction force, the failure of the Contractor to place orders for equipment or materials sufficiently in advance to ensure delivery when needed, or the failure of Contractor to protect properly the site from inclement weather.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment. If the Contractor is delayed at any time in progress of the work by an act or neglect of the Owner or its employee(s), or of a separate Contractor employed by the Owner, or by changes ordered in the work that affect the "critical path" of the work, or by labor disputes, fire, unavoidable casualties, or other causes beyond the Contractor's control, except as defined in Articles 3 and 15, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as Owner may determine. Extended overhead, profit, and other indirect costs related to the extension of the contract time will not be allowed.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing. The form of Application for Payment duly notarized shall be a current authorized edition of AIA Document G702-1992 Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703-1992, Continuation Sheet.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.2.3 In Applications for Payment, the amount represented as total completed and stored to date shall reflect the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work, and materials and equipment suitably stored in accordance with Subparagraph 4.2 and not exceed the Contract Sum less the value of incomplete work and corrections required. This total completed and stored to date shall not be construed to define completion as determined for Substantial Completion or final completion of the Work according to 12.5 or 12.6.

§ 12.2.4 Applications for Payment shall indicate retainage withheld from the total completed and stored to date as follows: Five percent (5%) until acceptance of a Certificate of Substantial Completion, and thereafter two percent (2%) until final payment. The resulting amount shall be indicated as the total earned less retainage. Applications that reduce retainage shall be accompanied by Consent of Surety.

§ 12.2.5 Applications for Payment shall indicate the total earned less retainage, and the aggregate of previous payments made subtracted therefrom, and an amount requested.

§ 12.3 Certificates for Payment

§ 12.3.1 The Owner will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Owner determines is properly due, and notify the Contractor and Owner in writing of the Owner's reasons for withholding certification in part; or (3)

withhold certification of the entire Application for Payment, and notify the Contractor of the Owner's reason for withholding certification in whole. If certification or notification is not made within such seven-day period, the Contractor may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.3.2 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor and the Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount for which the Owner is able to make such representations. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions, because of, but not limited to:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 persistent failure to carry out the Work in accordance with the Contract Documents or unsatisfactory execution of the Work;
- .8 failure of the Contractor to comply with applicable Codes, Laws, or Regulations;
- .9 failure to update as-built drawings or provide construction photographs with the Application for Payment as required by the Contract Documents. (If these documents/items are not provided for actual work performed for a period of work covered by an Application for Payment and cannot be accurately provided due to passage of time, the Owner may deduct a reasonable amount from the Agreement sum to reflect work not performed that cannot be recovered due to progress of work.)
- .10 failure to update the CPM schedule concurrent with the request for payment; or
- .11 Any other reasonable basis to withhold certification.

§ 12.3.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall have no liability whatsoever for interest or other charges resulting from withholding of payment for any reason stated in this Article.

§ 12.3.5 If any claim or lien is made or filed with or against the Owner, the Project or the Premises by any person claiming that the Contractor or any Subcontractor or other person under it has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, the Owner might become liable and which is chargeable to the Contractor, or if the Contractor or any Subcontractor or other person under it causes damage to the Work or to any other work on the Project, or if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, the Owner shall withhold certification, and the Owner shall have the right to retain from any payment then due or thereafter to become due an amount which the Owner shall deem sufficient to:

- .1 satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgement which may be recovered thereon,
- .2 make good any such nonpayment, damage, failure or default, and
- .3 compensate the Owner for and indemnify it against any and all losses, liability, damages, costs and expenses, including reasonable attorneys' fees and disbursements, which may be sustained or incurred by the Owner in connection therewith. The Owner shall have the right to apply and charge against the Contractor so much of the amount retained as may be required for the foregoing purposes. If such amount is insufficient therefore, the Contractor shall be liable for the difference and pay the same to the Owner.

§ 12.4 Progress Payments

§ 12.4.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 The Owner shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.4.5 The Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall reflect such payment on the next Certificate for Payment.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficient complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use and when all required occupancy permits have been issued such as, but not limited to, Local Building Occupancy Permits, and copies of same have been delivered to the Owner. In order to occupy or utilize the Work for its intended use, Owner must have received complete Project Data, Operating and Maintenance Data, orientation and training, as may be required by the specifications. The work will not be considered ready for Substantial Completion if any of the following conditions exist:

- .1 Excessive punch list work remains to be completed that would prevent or interfere with the occupancy and intended use of the facility in the Owner's reasonable judgment;
- .2 Incomplete or defective work remains which would prevent or interfere with the occupancy and intended use of the facility;
- .3 The building mechanical systems have not been tested, balanced, and accepted as being fully complete;
- .4 The building electrical and life safety systems have not been tested and accepted as being fully complete;
- .5 The building commissioning process is not complete;
- .6 Final clean-up is not complete to support the occupancy and intended use of the facility other than clean-up associated with punch list items;
- .7 Final Inspections, approvals, and temporary or final Certificates of Occupancy by regulatory officials are not received and complete;
- .8 Successful compliant testing of all data cabling (copper, fiber or other) and labeling of all data ports is incomplete; or
- .9 Any other basis for the Owner's reasonable determination that Substantial Completion has not been achieved.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Owner and the Owner will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete, the Owner shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.5.3 Upon receipt of the Certificate of Substantial Completion, Contractor may submit a final Application for Payment that includes the retainage withheld from prior Applications pursuant to Section 4.1.

§ 12.5.4 Unless the project has phased Substantial Completion dates, the Owner will make only one such inspection to determine Substantial Completion. Clearspan shall schedule all inspections for their scope of work with the Owner and any outside firm that the Owner may hire on their behalf. If this inspection determines that the work is not substantially complete, either because of major items not completed or an excessive number of punch list items, successive inspections requested by the Contractor shall be charged to the Contractor at a rate of \$1,000.00 per person per day plus expenses. The costs of these re-inspections shall be added to the contract by change order.

§ 12.6 Final Completion and Final Payment

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

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, claims, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 12.6.4 Unless the project has phased Final Completion dates, The Owner will make only one such inspection to determine Final Completion. If this inspection determines that the work is not finally complete, successive inspections requested by the Contractor shall be charged to the Contractor at a rate of \$1,000.00 per person per day plus expenses. The costs of these re-inspections shall be added to the contract by change order.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

§ 13.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

§ 13.2 The Contractor is responsible for compliance with any requirements included in the Contract Documents and all applicable laws, rules, and regulations regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. The Contractor shall provide the Owner with notice of all hazardous substances as regulated by the Comprehensive Environmental and Liability Act as amended and/or regulated under any other applicable law which the Contractor brings on to the site.

§ 13.3 When the storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

§ 13.4 Protect owners, persons, building components not to be demolished or modified, and building grounds from damage of any sort. Furnish necessary equipment to provide this protection during the life of the contract. Construct and maintain necessary temporary drainage to keep excavations free of water.

§ 13.5 Provide protection for the stored materials against wind, storms, cold or heat. At the end of each day's work, cover new work or stored items likely to be damaged.

§ 13.6 Provide shoring and bracing required for safety and for the proper execution of the work and have same removed when the work is completed.

§ 13.7 Protect, maintain and restore any bench marks, monuments, etc. affected by this work. If bench marks or monuments are displaced or destroyed, points shall be re-established and markers reset under the supervision of a licensed surveyor, who shall furnish certificates of his work. This is not applicable .

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents. This provision does not relieve the Contractor from conforming to the requirements of the Contract Documents or correcting items not compliant with the Contract Documents per applicable laws, statutes, or any regulations, whether they are observable, concealed, or in any other condition or status, nor does this provision in any way limit any warranties, service contractors, or similar agreements with third party service, equipment, or materials providers.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other. In addition, the Contractor may not assign its responsibilities, duties, obligations, and rights under this Agreement, without the express written consent of the Owner. This does not prevent the Contractor from engaging subcontractors to perform various phases of the Project, but the Contractor shall be fully responsible to the Owner for the work, actions, and omissions of all such subcontractors. No person or entity shall be deemed to be a third-party beneficiary of any provisions of the Contract, nor shall any provisions thereof be interpreted to create a right of action or otherwise permit anyone not a signatory party to the Contract to maintain an action for personal injury or property damage.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange tests, inspections, and approvals of portions of the Work required by the Contract Documents, including specifically Section 15.2.4, or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. The Owner shall bear the costs of the required inspections.

§ 15.2.2 If the Owner requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.2.4 In addition to any test, inspections, and approvals by applicable law or elsewhere in the Contract Documents, Owner shall arrange and bear the costs for the following tests:

1. Building pad and parking lot subgrade proof-roll test
2. Concrete testing
3. Structural Steel Visual Inspection of Bolts and Connections

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 15.4 Venue

Exclusive venue for any dispute arising from this Agreement or relating to this Project shall be in the Circuit or Chancery Courts of Rutherford County, Tennessee.

§ 15.5 Attorneys' Fees

If either party is required to bring an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party.

§ 15.6 No Mandatory Arbitration

Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 15.7 Subject to Applicable Law; Severability

This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Tennessee or of the United States shall not affect the validity of the remainder of this Agreement.

§ 15.8 No Waiver; Cumulative Duties and Remedies

No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded under the Contract Documents, nor shall any such action or failure to act constitute any approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing. The duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or equity.

§ 15.9 Theft-Deterrence Program

The Contractor shall institute a theft-deterrence program designed to restrict construction worker access to properties of the Owner that are currently in use, to maintain supervision of the Contractor's and the Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from the Contractor's forces or the Contractor's subcontractor's forces, as charged and determined by the local authorities having jurisdiction. This is not applicable

§ 15.10 No Construction Against Maker of Modifications

As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 15.11 Independent Contractors

The parties agree that the contractual relationship of the Contractor to the Owner is one solely of an independent contractor in all respects and that the Contract Documents do not in any way create a partnership, joint venture, or any other relationship between the parties other than the contractual relationship as specified in the Contract.

§ 15.12 Binding on Successors and Assigns

This Agreement in its entirety shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators, or assigns.

§ 15.13 Execution

The Contract Documents may be executed in any number of counterparts, all of which taken together shall constitute one and the same Agreement. Any signature of or pursuant to the Contract Documents shall be considered for all purposes an original signature and of the same legal effect as an original, provided that at the request of a party any signature sent by facsimile shall subsequently be confirmed by an original re-execution.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

§ 16.3.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. In such case, the Owner will provide the Contractor seven days written notice of intent to terminate. Upon receipt of such notice, the Contractor shall take immediate action to mitigate any damage or additional expense. The Contractor shall be entitled to receive payment for Work executed.

§ 16.3.2 The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by the Owner for the performance of this Contract. If sufficient appropriations and authorizations are not made by the Owner, this Contract shall terminate, without penalty or expense to the Owner of any kind whatsoever, upon written notice being given by the Owner to the Contractor. Upon receipt of such notice, the Contractor shall take immediate action to mitigate any damage or additional expense. The Contractor shall be entitled to receive payment for Work executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

§ 17.1 Claims and Disputes

§ 17.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and the Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 17.1.2 Notice of Claims.

- .1 Claims by either the Owner or the Contractor must be initiated by written notice to the other party. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.
- .2 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a contractor default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 17.1.3 **Continuing Contract Performance.** Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 17.1.4 Claims

- .1 **For Additional Cost.** If the Contractor makes a Claim for an increase in the Contract Sum, written notice to the Owner shall be given before proceeding to execute the Work if practical or within 15 days of any Change Directive. Prior notice is not required for Claims relating to an emergency endangering life or property.
- .2 **For Additional Time.** If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice to the Owner shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions that were clearly abnormal for the period of time such that they could not have been reasonably anticipated and clearly had an adverse effect on the scheduled construction.
 - A. Claims for increase in the Contract Time shall set forth, in detail the circumstances that form the basis for the Claim, the date upon which the cause of the delay began to affect the progress of the Work, the date upon which the cause of delay ceased to affect the progress of the Work, and the number of days increased in the Contract Time claimed as a consequence of each cause of delay.
 - B. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all of the activities affected by the circumstances forming the basis of the claim. The Contractor shall not be entitled to a separate increase of the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the work, or for concurrent delays due to the fault of the Contractor.

§ 17.1.5 Initial Decision on Claims Made by Contractor

- .1 The Owner will make an initial decision on all claims submitted by the Contractor. An initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Owner with no decision having been rendered.
- .2 The Owner will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (i) request additional supporting data from the claimant or a response with supporting data from the other party, (ii) reject the Claim in whole or in part, (iii) approve the Claim, (iv) suggest a compromise, or (v) advise the Contractor that the Owner is unable to resolve the Claim because the Owner lacks sufficient information to evaluate the merits of the Claim.
- .3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist Owner in rendering a decision.
- .4 The Owner will render an initial decision approving or rejecting the Claim or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (i) be in writing; (ii) state the reasons therefor; and (iii) notify the Contractor of any recommended Change Order.

§ 17.1.6 Mediation.

- .1 Claims, disputes, or other matters in controversy arising out of or related to the contract not resolved by the Initial Decision-Making process, nor waived under this Contract, shall be subject to mediation as a condition precedent to binding dispute resolution.
- .2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.
- .3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- .4 Exceptions:

- A. Neither the Owner nor Contractor are not be required to mediate any third-party claim, cross-claim, counter claim, or other claim or defenses in any action that is commenced by a third-party who is not obligated by contract to arbitrate disputes with the Owner and Contractor.
- B. The Owner or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice (but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Tennessee law), without the first requesting mediation.
- C. This section 17.1.6 does not apply to, and may not be construed to require mediation of, any claims, actions or other process undertaken, filed, or issued by the City of Murfreesboro Building and Codes Department, Planning Department, Police Department, Fire Department, or any other agency of the Owner (the City) acting in its governmental permitting, for the benefit of public health, safety, and welfare, or other regulatory capacity.

§ 17.1.7 Binding Dispute Resolution. For any Claim subject to, but not resolved by, mediation per this agreement, the method of binding dispute resolution shall be litigated only in a Rutherford County court of competent jurisdiction.

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

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)

Shane McFarland, Mayor

(Printed name and title)

CONTRACTOR (Signature)

, Matt Niaura, Vice President

(Printed name and title)

LICENSE NO.: 73013

JURISDICTION: Tennessee

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

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

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

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PAGE 1

AGREEMENT made as of the ____ day of _____ in the year 2021

...

City of Murfreesboro, Tennessee, a Tennessee municipal corporation
111 West Vine Street
Murfreesboro, TN 37130

...

ClearSpan Fabric Structures International, Inc.
1395 John Fitch Blvd.
South Windsor, CT 06074
A105-2017 C

...

Richard Siegel Soccer Park Indoor Training Facility
Hwy 231N at Cherry Lane
Murfreesboro, TN

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

Richard Barrios
1021 Worthington Lane
Prospect, KY 40059
License in TN 22187

...

The Electrical Engineer:

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

PAGE 2

9 **ARCHITECTOWNER**

...

- .2 the drawings and specifications prepared by the ~~Architect, dated~~, Engineers, dated as set forth below, and enumerated as follows:

...

00122 Johnson & Bailey Architects January 22, 2020
Structure # 00122

...

On drawings

- .3 addenda prepared by the ~~Architect~~ Engineers as follows:
PAGE 3

None

...

- 1. Exhibit A – Supplemental Conditions
 - Truss Arch Maintenance & Warranty
 - Labor Warranty
 - Owner provided design requirements - Order No. 7565468
- 2. Exhibit B – Insurance Requirements
- 3. Exhibit C – ClearSpan Quote #928740 dated January 12, 2021
- 4. Exhibit D – Sourcwell Contract #091319-CSS
- 5. Exhibit E – Performance Bond
- 6. Exhibit F – Payment Bond
- 7. Exhibit G – Building Drawings
- 8. Exhibit H – Affidavit of Compliance with Drug Free Workplace
- 9. Exhibit I – Affidavit of Non-collusion
- 10. Exhibit J – Iran Divestment Act
- 11. Exhibit K – Siegel Soccer Park Improvements Phase I Project Schedule
- 12. Exhibit J – Owner Tax Exempt Form

In the event of a conflict between the terms of this Agreement and those of either Exhibit A or Exhibit B, the exhibit's terms shall take precedence.

...

Unless otherwise set forth below, the
The date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

on which the Owner issues the Notice to Proceed upon completion of the foundation.

...

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire ~~Work~~ Work which includes the structure and electrical work;

...

[☒] Not later than one hundred and twenty (180) calendar days from the date of ~~commencement~~ Contractor accepts the pre-engineered building on the Project site.

...

~~(\$)~~ \$2,637,292.00 as reflected in greater detail in Exhibit C.

PAGE 4

N/A

N/A

...

N/A

...

N/A

N/A

...

§3.6 The Contractor shall pay all taxes, levies, duties, and assessments of any nature, that are applicable to any Work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. The Contractor shall make any and all payroll deductions required by law. The Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions. The Owner shall provide their sales tax exemption certificate for this project.

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

...

any undisputed amount not later than thirty (30) days after the Owner receives the Contractor's Application, provided, however, the Owner may withhold five percent (5%) of any undisputed amount as retainage

...

3.0 % per annum

...

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this ~~Section 5.1~~ Section 5.1 and Exhibit B:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) each occurrence, Two Million Dollars (\$ 2,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

PAGE 5

§ 5.1.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

...

Umbrella/Excess

Three Million Dollars (\$3,000,000.00)

Equipment Property Insurance
Builder's Risk Policy

One Million Dollars (\$1,000,000.00)

...

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's Engineer, Engineer's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

§ 5.6 Payment and Performance Bonds.

§ 5.6.1 Unless waived by the Owner in the event of a Contract Sum less than \$100,000, the Contractor shall secure performance and payment bonds for 100% of the Contract Sum on a form acceptable to the Owner covering the faithful performance and completion of the Agreement and the payment of all obligations arising there under. Bonds shall be issued by a surety licensed in the State of Tennessee and satisfactory to the Owner.

§ 5.6.2 The Contractor must provide evidence of Bonds prior to the beginning of work. If the Performance and Payment Bonds are not furnished within 30 days of Notice of Award, the Contractor Bid Bond may be forfeited, and the Contract may be awarded to an alternate contractor.

§ 5.6.3 The Owner will require the Contractor to increase the Performance and Payment Bonds to accommodate Change Orders that individually or cumulatively exceed 10% of the original Contract Sum. The Contractor shall furnish to the Owner and keep in force during the term of the Contract, performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and materials furnished for the Work.

PAGE 6

§ 6.2.1 Specifications may describe types and quantities of materials, equipment, and other items of the Work and methods of installation that cannot be easily shown on the Drawings. It is not intended that the Specifications will mention every item of Work that can be adequately shown on the Drawings nor is it intended that the Drawings will show all items of Work adequately described or required by the Specifications, even if it is the case that such Work could have been shown thereon. The Contract Documents are complimentary, and what is required by, or reasonably inferable, by one shall be as binding as if required by all. In the event of conflicts or discrepancies among the Contract Documents, this Agreement will take precedent over the Specifications and Drawings.

§ 6.2.2 Prior to the inspections for Substantial Completion and Final Completion, as applicable, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces;;; clean site; remove trash for Contractor's scope of work and surplus materials from the site;;; and repair all Work damaged during cleaning.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In the event there are conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. Amendments or Change Orders, with those of later date having precedence over those of earlier date
2. The Agreement
3. Exhibits and Addenda, with those of later date having precedence over those of earlier date.
4. Drawings and Specifications

5. In the case of any conflicts or discrepancies between Drawings and Specifications or within or among the Contract Documents and not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation.

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

Documents prepared by the ~~Architect-Engineers~~ are instruments of the ~~Architect's-Engineers'~~ service for use solely with respect to this Project. The ~~Architect-Engineers~~ shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the ~~Architect-Engineers~~.

PAGE 7

To Owner:	To Contractor:
<u>Craig Tindall, City Manager</u> <u>ctindall@murfreesborotn.gov</u>	<u>Brad Williams</u> <u>bwilliams@clearspan.com</u>
with copies to: <ul style="list-style-type: none"> • <u>Greg McKnight, Owner's Representative</u> <u>gmcknight@murfreesborotn.gov</u> • <u>Nate Williams, MPRD Director</u> <u>nwilliams@murfreesbrotn.gov</u> • <u>Gary Whitaker, Assistant City Manager</u> <u>gwhitaker@murfreesborotn.gov</u> 	

Any notice sent via email shall be sent requesting a delivery receipt for the message. If the party sending the notice does not receive a delivery receipt within 24 hours, the party shall send notice via Certified U.S. Mail, private courier, or hand delivery to the other party.

§ 6.5 Non-Discrimination. It is the policy of the Owner 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, the Contractor certifies and warrants it will comply with this policy.

PAGE 8

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges. If the Contractor's bid includes fees that the Owner has paid, or is required to pay directly, or that the Owner may waive, the Contractor shall, at the Owner's option, either pay these fees as a part of their bid or deduct fees from Contract Sum as a deductive change order.

...

If the Contractor fails to correct Work which is not in accordance with the Contract Documents or is in default of its material obligations under the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made-made or default is cured, for which there will be no Change Order extending the Contract Time or the Contract Sum.

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect-Owner may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect-the Owner. In addition, if payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner immediately upon the Owner's written demand.

PAGE 9

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect-Owner. Reports of errors, inconsistencies, or omissions must be made in writing and copies provided directly to the Owner.

§ 8.1.3 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which

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User Notes:

(1649962600)

representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

- .1 That the Contractor is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 That the Contractor is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- .3 That the Contractor is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental authorities having jurisdiction over it, the Work, or the site of the Project; and
- .4 That the execution of the Contract and its performance thereof are within the duly-authorized powers of the Contractor and the signatory on behalf of the Contractor.

§ 8.1.4 Contractor shall be responsible for ascertaining correct dimensions, and Contractor is not to ascertain dimensions simply by scaling drawings unless directed to do so by the Owner or Project Engineer. In case of any discrepancy between Drawings and Specifications, Contractor shall consult the Project Engineer promptly for an interpretation before proceeding with the Work.

...

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. Contractor must maintain an updated project schedule and if milestones are negatively impacted, Contractor must, prior to submission of the next application for payment, provide Owner with a specific plan to return the project to the project schedule.

...

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Contractor's Scope of Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, Owner the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.3.3 Layout new construction lines and verify slab slope and conditions. If discrepancies between actual lines and elevations and those indicated on plans exist, notify Project Engineer and Owner and obtain a decision before starting work. This is not applicable

§ 8.3.4 The Contractor shall establish and maintain reference points required for the work. Contractor shall lay out on the rough floor the exact locations of partitions, openings, etc. as a guide to all trades. Contractor shall verify elevations, lines, levels, and dimensions indicated on the drawings before commencing work. This is not applicable

§ 8.3.5 The Contractor shall be responsible to the Owner for the acts and omissions of all Contractor's employees and all Subcontractors, their agents and employees, and all other persons performing any of the Work under a contract with the Contractor.

PAGE 10

§ 8.4.3 Contractor agrees to keep the Project free and clear from all mechanic's liens, materialmen liens, and other liens. The Contractor shall discharge any such lien immediately but in no event more than 30 days after filing of such a lien. In the event such lien is not released or discharged within such 30 days period, the Owner shall have the right to pay all sums necessary to discharge such liens and the Owner shall have the right to deduct such amounts from any amounts due hereunder or demand immediate payment from the Contractor. In the event of any such deduction, the Contract Sum due under the Contract Documents automatically shall be reduced by the amount of such payment

without the need for any Change Order. In no instance shall this provision affect any limitation or restriction imposed by law or regulation on the placement or enforcement of liens.

§ 8.4.4 Substitutions:

.1 Where materials, equipment, apparatus, or other products are specified by manufacturer, brand name, type or catalog number, such designation shall establish standards of quality and style desired. Any reasonable request for substitution will be considered, if in the opinion of the Owner such materials are equal to the material specified and entirely satisfactory for use in the project. The Owner shall be the sole judge of acceptability of substitution.

.2 By making requests for substitutions, the Contractor:

A. Represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

B. Represents that it will provide the same warranty for the substitution as it would for the product specified;

C. Certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, and waives all claims for additional costs related to the substitution that subsequently become apparent; and

D. Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects. .

.3 When a material, equipment or system is specified by the name of one or more manufacturers, such material, equipment, or system shall form the basis of the Contract. If the Contractor desires to make a substitution, Contractor shall comply with Specification Sections 01 25 13 and 00 43 25.

.4 The Owner shall be entitled to reimbursement from the Contractor for amounts the Owner pays to an engineer or consultant for reviewing the Contractor proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

§ 8.4.5 The use of undocumented workers is not permitted.

§ 8.4.6 The Contractor shall have the Subcontractor who installs them, correct defects in bases, surfaces, or substrates on which finishing materials are to be applied, construction is to be added, or equipment is to be mounted.

§ 8.4.7 The Contractor shall disclose the existence and extent of any financial interest, whether direct or indirect, he has in subcontractors or material suppliers which he may propose for this project.

~~The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.~~

§ 8.5.1 The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the contract documents. The warranty provided in this Section shall be in addition to and not in limitation of any other warranty, including, manufacturer or supplier warranties, or remedy required by law or by the Contract Documents, and notwithstanding anything to the contrary contained in the Contract Documents. This warranty commences upon Final Completion. The Contractor shall promptly repair and replace, at the Contractor's sole cost and expense, any materials, equipment, or Work covered by and violating the warranty. All warranty work shall be coordinated with the Owner in order to limit the disruption of operation and completed Project. All such warranty work shall be completed in compliance with the terms and conditions of the Contract Documents.

§ 8.5.2 Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse of Owner or Owner's invitees, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 8.5.3 Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferrable to the Owner, and shall commence in accordance with Section 12.5.

PAGE 11

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed. The Owner shall provide a sales tax exemption form for this project.

...

§ 8.7.1 The Contractor shall obtain and pay for the building permit and ~~other permits and governmental fees, licenses, and inspections~~ electrical permit, licenses, necessary for proper execution and completion of the ~~Work~~ Contractor's Scope of Work. The required inspections shall be preformed by the company contracted and hired by the Owner with all the required inspections to be set up by the Contractor.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the ~~Architect~~ Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

...

The Contractor shall promptly review, approve in writing, and submit to the ~~Architect~~ Owner shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

PAGE 12

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials. If the Contractor fails to clean-up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor and deducted from the remaining. No on-site burning of trash is allowed.

...

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, ~~Architect, Architect's Engineers, Engineers'~~ consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The provisions of this Section 8.12 shall survive the completion of the Work or termination of the Agreement.

ARTICLE 9 — ARCHITECT

ARTICLE 9 PROJECT MANAGEMENT

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

§ 9.2 The ~~Architect~~ Owner will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work. Representatives of the Owner and Contractor shall meet periodically at mutually agreed-upon intervals for the purposes of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participation in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationship which may otherwise exist.

§ 9.3 The ~~Architect-Owner~~ will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The ~~Architect-Owner~~ will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the ~~Architect's-Owner's~~ observations and evaluations of the Contractor's Applications for Payment, the ~~Architect-Owner~~ will review and certify the amounts due the Contractor.

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

§ 9.6 The ~~Architect-Owner~~ will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the ~~Architect-Owner~~ will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the ~~Architect-Owner~~ will be consistent with the intent of, and reasonably inferable from the Contract Documents, ~~and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.~~ Documents.

~~§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.~~

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. ~~If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.~~

§ 10.1.1 Changes in the Work may be accomplished by Change Order, Change Directive, or Field Order, all of which the Contractor shall diligently effectuate and carry out.

- .1 A Change Order is a written instrument prepared by the Owner and signed by the Owner and the Contractor, stating their agreement upon all of the following: (i) the change of the Work; (ii) the amount of the adjustment, if any, in the Contract Sum; and (iii) the extent of the adjustment, if any, in the Contract Time. No change to the Contract Sum or Contract Time is effective without a written, signed Change Order. The Contractor's sole remedy for any changes is to secure a Change Order.
- .2 A Change Directive is a change required by the Owner that does not affect the Contract Time or Contract Sum and will be issued by the Owner in writing to the Contractor.
- .3 A Field Order is a minor change or deviation in the Specifications or Drawings and not inconsistent with the Contract that do not affect the Contract Time or Contract Sum and can be made verbally by the Owner and summarized within seven days in writing provided to the Contractor. The Contractor may request that the Owner convert a Field Order to a Change Directive.

§ 10.1.2 Should the Contractor believe a Change Directive requires a Change Order, the Contractor must make a Claim in accordance with the Agreement within 15 days of the Change Directive being issued.

§ 10.1.3 The Owner's representative shall have authority to authorize contract modifications less than \$10,000.00. Contract modifications of \$10,000.00 or greater require approval by Murfreesboro City Council.

§ 10.2 The ~~Architect-Owner~~ may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.

Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

PAGE 13

§ 10.4 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based upon the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces at the fee negotiated with the owner of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor, five percent (5%) of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-Subcontractor involved, for Work performed by that Subcontractor's or Sub-Subcontractor's own forces, ten percent (10%) of the cost.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub- Subcontractors, five percent (5%) of the amount due the Sub-Subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 10.1.1.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract. Extensions of time will not be granted for delays caused by inadequate construction force, the failure of the Contractor to place orders for equipment or materials sufficiently in advance to ensure delivery when needed, or the failure of Contractor to protect properly the site from inclement weather.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment. If the Contractor is delayed at any time in progress of the work by an act or neglect of the Owner or its employee(s), or of a separate Contractor employed by the Owner, or by changes ordered in the work that affect the "critical path" of the work, or by labor disputes, fire, unavoidable casualties, or other causes beyond the Contractor's control, except as defined in Articles 3 and 15, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as Owner may determine. Extended overhead, profit, and other indirect costs related to the extension of the contract time will not be allowed.

PAGE 14

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect-Owner an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing. The form of Application for Payment duly notarized shall be a current authorized edition of AIA Document G702-1992 Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703-1992, Continuation Sheet.

...

§ 12.2.3 In Applications for Payment, the amount represented as total completed and stored to date shall reflect the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work, and materials and equipment suitably stored in accordance with Subparagraph 4.2 and not exceed the Contract Sum less the value of incomplete work and corrections required. This total completed and stored to date shall not be construed

to define completion as determined for Substantial Completion or final completion of the Work according to 12.5 or 12.6.

§ 12.2.4 Applications for Payment shall indicate retainage withheld from the total completed and stored to date as follows: Five percent (5%) until acceptance of a Certificate of Substantial Completion, and thereafter two percent (2%) until final payment. The resulting amount shall be indicated as the total earned less retainage. Applications that reduce retainage shall be accompanied by Consent of Surety.

§ 12.2.5 Applications for Payment shall indicate the total earned less retainage, and the aggregate of previous payments made subtracted therefrom, and an amount requested.

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven-day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.3.1 The Owner will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Owner determines is properly due, and notify the Contractor and Owner in writing of the Owner's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor of the Owner's reason for withholding certification in whole. If certification or notification is not made within such seven-day period, the Contractor may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.3.2 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor and the Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount for which the Owner is able to make such representations. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions, because of, but not limited to:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 persistent failure to carry out the Work in accordance with the Contract Documents or unsatisfactory execution of the Work;
- .8 failure of the Contractor to comply with applicable Codes, Laws, or Regulations;
- .9 failure to update as-built drawings or provide construction photographs with the Application for Payment as required by the Contract Documents. (If these documents/items are not provided for actual work performed for a period of work covered by an Application for Payment and cannot be accurately provided due to passage of time, the Owner may deduct a reasonable amount from the Agreement sum to reflect work not performed that cannot be recovered due to progress of work.)
- .10 failure to update the CPM schedule concurrent with the request for payment; or
- .11 Any other reasonable basis to withhold certification.

§ 12.3.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall have no liability whatsoever for interest or other charges resulting from withholding of payment for any reason stated in this Article.

§ 12.3.5 If any claim or lien is made or filed with or against the Owner, the Project or the Premises by any person claiming that the Contractor or any Subcontractor or other person under it has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, the Owner might become liable and which is chargeable to the Contractor, or if the Contractor or any Subcontractor or other person under it causes damage to the Work or to any other work on the Project, or if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, the Owner shall withhold certification, and the Owner shall have the right to retain from any payment then due or thereafter to become due an amount which the Owner shall deem sufficient to:

- .1 satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgement which may be recovered thereon,
- .2 make good any such nonpayment, damage, failure or default, and
- .3 compensate the Owner for and indemnify it against any and all losses, liability, damages, costs and expenses, including reasonable attorneys' fees and disbursements, which may be sustained or incurred by the Owner in connection therewith. The Owner shall have the right to apply and charge against the Contractor so much of the amount retained as may be required for the foregoing purposes. If such amount is insufficient therefore, the Contractor shall be liable for the difference and pay the same to the Owner.

PAGE 16

§ 12.4.1 After the Architect-Owner has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

...

§ 12.4.3 Neither the Owner nor the Architect. The Owner shall have responsibility for payments to a subcontractor or supplier.

...

§ 12.4.5 The Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall reflect such payment on the next Certificate for Payment.

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently sufficient complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use and when all required occupancy permits have been issued such as, but not limited to, Local Building Occupancy Permits, and copies of same have been delivered to the Owner. In order to occupy or utilize the Work for its intended use, intended use, Owner must have received complete Project Data, Operating and Maintenance Data, orientation and training, as may be required by the specifications. The work will not be considered ready for Substantial Completion if any of the following conditions exist:

- .1 Excessive punch list work remains to be completed that would prevent or interfere with the occupancy and intended use of the facility in the Owner's reasonable judgment;
- .2 Incomplete or defective work remains which would prevent or interfere with the occupancy and intended use of the facility;
- .3 The building mechanical systems have not been tested, balanced, and accepted as being fully complete;
- .4 The building electrical and life safety systems have not been tested and accepted as being fully complete;
- .5 The building commissioning process is not complete;
- .6 Final clean-up is not complete to support the occupancy and intended use of the facility other than clean-up associated with punch list items;

- .7 Final Inspections, approvals, and temporary or final Certificates of Occupancy by regulatory officials are not received and complete;
- .8 Successful compliant testing of all data cabling (copper, fiber or other) and labeling of all data ports is incomplete; or
- .9 Any other basis for the Owner's reasonable determination that Substantial Completion has not been achieved.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the ~~Architect-Owner~~ and the ~~Architect-Owner~~ will make an inspection to determine whether the Work is substantially complete. When the ~~Architect-Owner~~ determines that the Work is substantially complete, the ~~Architect-Owner~~ shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.5.3 Upon receipt of the Certificate of Substantial Completion, Contractor may submit a final Application for Payment that includes the retainage withheld from prior Applications pursuant to Section 4.1.

§ 12.5.4 Unless the project has phased Substantial Completion dates, the Owner will make only one such inspection to determine Substantial Completion. Clearspan shall schedule all inspections for their scope of work with the Owner and any outside firm that the Owner may hire on their behalf. If this inspection determines that the work is not substantially complete, either because of major items not completed or an excessive number of punch list items, successive inspections requested by the Contractor shall be charged to the Contractor at a rate of \$1,000.00 per person per day plus expenses. The costs of these re-inspections shall be added to the contract by change order.

PAGE 17

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

§ 12.6.2 Final payment shall not become due until the Contractor submits to the ~~Architect-Owner~~ releases and waivers of liens, claims, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

...

§ 12.6.4 Unless the project has phased Final Completion dates, The Owner will make only one such inspection to determine Final Completion. If this inspection determines that the work is not finally complete, successive inspections requested by the Contractor shall be charged to the Contractor at a rate of \$1,000.00 per person per day plus expenses. The costs of these re-inspections shall be added to the contract by change order.

~~The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.~~ § 13.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

§ 13.2 The Contractor is responsible for compliance with any requirements included in the Contract Documents and all applicable laws, rules, and regulations regarding hazardous materials. If the Contractor encounters a hazardous

material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. The Contractor shall provide the Owner with notice of all hazardous substances as regulated by the Comprehensive Environmental and Liability Act as amended and/or regulated under any other applicable law which the Contractor brings on to the site.

§ 13.3 When the storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

§ 13.4 Protect owners, persons, building components not to be demolished or modified, and building grounds from damage of any sort. Furnish necessary equipment to provide this protection during the life of the contract. Construct and maintain necessary temporary drainage to keep excavations free of water.

§ 13.5 Provide protection for the stored materials against wind, storms, cold or heat. At the end of each day's work, cover new work or stored items likely to be damaged.

§ 13.6 Provide shoring and bracing required for safety and for the proper execution of the work and have same removed when the work is completed.

§ 13.7 Protect, maintain and restore any bench marks, monuments, etc. affected by this work. If bench marks or monuments are displaced or destroyed, points shall be re-established and markers reset under the supervision of a licensed surveyor, who shall furnish certificates of his work. This is not applicable .

PAGE 18

§ 14.1 The Contractor shall promptly correct Work rejected by the ~~Architect-Owner~~ as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents. This provision does not relieve the Contractor from conforming to the requirements of the Contract Documents or correcting items not compliant with the Contract Documents per applicable laws, statutes, or any regulations, whether they are observable, concealed, or in any other condition or status, nor does this provision in any way limit any warranties, service contractors, or similar agreements with third party service, equipment, or materials providers.

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Neither party to the Contract shall assign the Contract as a whole without written consent of the other. In addition, the Contractor may not assign its responsibilities, duties, obligations, and rights under this Agreement, without the express written consent of the Owner. This does not prevent the Contractor from engaging subcontractors to perform various phases of the Project, but the Contractor shall be fully responsible to the Owner for the work, actions, and omissions of all such subcontractors. No person or entity shall be deemed to be a third-party beneficiary of any provisions of the Contract, nor shall any provisions thereof be interpreted to create a right of action or otherwise permit anyone not a signatory party to the Contract to maintain an action for personal injury or property damage.

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§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents, including specifically Section 15.2.4, or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. The Owner shall bear the costs of the required inspections.

§ 15.2.2 If the ~~Architect-Owner~~ requires additional testing, the Contractor shall perform those tests.

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§ 15.2.4 In addition to any test, inspections, and approvals by applicable law or elsewhere in the Contract Documents, Owner shall arrange and bear the costs for the following tests:

1. Building pad and parking lot subgrade proof-roll test
2. Concrete testing
3. Structural Steel Visual Inspection of Bolts and Connections

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§ 15.4 Venue

Exclusive venue for any dispute arising from this Agreement or relating to this Project shall be in the Circuit or Chancery Courts of Rutherford County, Tennessee.

§ 15.5 Attorneys' Fees

If either party is required to bring an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party.

§ 15.6 No Mandatory Arbitration

Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 15.7 Subject to Applicable Law; Severability

This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Tennessee or of the United States shall not affect the validity of the remainder of this Agreement.

§ 15.8 No Waiver; Cumulative Duties and Remedies

No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded under the Contract Documents, nor shall any such action or failure to act constitute any approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing. The duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or equity.

§ 15.9 Theft-Deterrence Program

The Contractor shall institute a theft-deterrence program designed to restrict construction worker access to properties of the Owner that are currently in use, to maintain supervision of the Contractor's and the Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from the Contractor's forces or the Contractor's subcontractor's forces, as charged and determined by the local authorities having jurisdiction. This is not applicable

§ 15.10 No Construction Against Maker of Modifications

As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 15.11 Independent Contractors

The parties agree that the contractual relationship of the Contractor to the Owner is one solely of an independent contractor in all respects and that the Contract Documents do not in any way create a partnership, joint venture, or any other relationship between the parties other than the contractual relationship as specified in the Contract.

§ 15.12 Binding on Successors and Assigns

This Agreement in its entirety shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators, or assigns.

§ 15.13 Execution

The Contract Documents may be executed in any number of counterparts, all of which taken together shall constitute one and the same Agreement. Any signature of or pursuant to the Contract Documents shall be considered for all

purposes an original signature and of the same legal effect as an original, provided that at the request of a party any signature sent by facsimile shall subsequently be confirmed by an original re-execution.

PAGE 19

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the ~~Owner and Architect, Owner~~, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

PAGE 20

§ 16.2.2 When any of the above reasons exist, the ~~Owner, after consultation with the Architect, Owner~~ may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

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~~The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.~~ **§ 16.3.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. In such case, the Owner will provide the Contractor seven days' written notice of intent to terminate. Upon receipt of such notice, the Contractor shall take immediate action to mitigate any damage or additional expense. The Contractor shall be entitled to receive payment for Work executed.

§ 16.3.2 The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by the Owner for the performance of this Contract. If sufficient appropriations and authorizations are not made by the Owner, this Contract shall terminate, without penalty or expense to the Owner of any kind whatsoever, upon written notice being given by the Owner to the Contractor. Upon receipt of such notice, the Contractor shall take immediate action to mitigate any damage or additional expense. The Contractor shall be entitled to receive payment for Work executed.

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§ 17.1 Claims and Disputes

§ 17.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and the Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 17.1.2 Notice of Claims.

- .1** Claims by either the Owner or the Contractor must be initiated by written notice to the other party. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.
- .2** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a contractor default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 17.1.3 Continuing Contract Performance. Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 17.1.4 Claims

- .1 For Additional Cost.** If the Contractor makes a Claim for an increase in the Contract Sum, written notice to the Owner shall be given before proceeding to execute the Work if practical or within 15

days of any Change Directive. Prior notice is not required for Claims relating to an emergency endangering life or property.

- .2 For Additional Time. If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice to the Owner shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions that were clearly abnormal for the period of time such that they could not have been reasonably anticipated and clearly had an adverse effect on the scheduled construction.

- A. Claims for increase in the Contract Time shall set forth, in detail the circumstances that form the basis for the Claim, the date upon which the cause of the delay began to affect the progress of the Work, the date upon which the cause of delay ceased to affect the progress of the Work, and the number of days increased in the Contract Time claimed as a consequence of each cause of delay.
- B. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all of the activities affected by the circumstances forming the basis of the claim. The Contractor shall not be entitled to a separate increase of the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the work, or for concurrent delays due to the fault of the Contractor.

§ 17.1.5 Initial Decision on Claims Made by Contractor

- .1 The Owner will make an initial decision on all claims submitted by the Contractor. An initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Owner with no decision having been rendered.
- .2 The Owner will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (i) request additional supporting data from the claimant or a response with supporting data from the other party, (ii) reject the Claim in whole or in part, (iii) approve the Claim, (iv) suggest a compromise, or (v) advise the Contractor that the Owner is unable to resolve the Claim because the Owner lacks sufficient information to evaluate the merits of the Claim.
- .3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist Owner in rendering a decision.
- .4 The Owner will render an initial decision approving or rejecting the Claim or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (i) be in writing; (ii) state the reasons therefor; and (iii) notify the Contractor of any recommended Change Order.

§ 17.1.6 Mediation.

- .1 Claims, disputes, or other matters in controversy arising out of or related to the contract not resolved by the Initial Decision-Making process, nor waived under this Contract, shall be subject to mediation as a condition precedent to binding dispute resolution.
- .2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.
- .3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- .4 Exceptions:
- A. Neither the Owner nor Contractor are not be required to mediate any third-party claim, cross-claim, counter claim, or other claim or defenses in any action that is commenced by a third-party who is not obligated by contract to arbitrate disputes with the Owner and Contractor.

- B. The Owner or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice (but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Tennessee law), without the first requesting mediation.
- C. This section 17.1.6 does not apply to, and may not be construed to require mediation of, any claims, actions or other process undertaken, filed, or issued by the City of Murfreesboro Building and Codes Department, Planning Department, Police Department, Fire Department, or any other agency of the Owner (the City) acting in its governmental permitting, for the benefit of public health, safety, and welfare, or other regulatory capacity.

§ 17.1.7 Binding Dispute Resolution. For any Claim subject to, but not resolved by, mediation per this agreement, the method of binding dispute resolution shall be litigated only in a Rutherford County court of competent jurisdiction.
PAGE 22

Shane McFarland, Mayor

, Matt Niaura, Vice President

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LICENSE NO.: 73013
JURISDICTION: Tennessee

APPROVED AS TO FORM:

Adam

F.

Tucker,

City

Attorney

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:57:36 ET on 03/26/2021 under Order No. 2705956690 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2017, Standard Short Form of Agreement Between Owner and Contractor, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT A

SUPPLEMENTAL CONDITIONS

The undersigned parties agree to the following supplemental conditions to the short form agreement between owner and contractor AIA A105–2017 that the parties have entered into as of the _____ of _____, 2020 (the “Construction Contract”).

1. Contractor shall provide a Truss Arch Maintenance & Warranty as set forth on Exhibit A (1)
2. Contractor shall provide a Labor Warranty as set forth on Exhibit A (2)
3. Owner provided design requirements – Order No. 7565468

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

OWNER City of Murfreesboro _____ By: Shane McFarland Its: Mayor	CONTRACTOR _____ By: Owner Its: Position
Approved as to form: _____ Adam F. Tucker, City Attorney	

ClearSpan Fabric Structures International, Inc

1 year Installation Warranty

ClearSpan Fabric Structures International, Inc warrants the owner of the installed building for a period of one (1) year from the date of installation, that the building shall be free from defects in the workmanship if, BUT ONLY IF:

- a. The Owner notifies ClearSpan Fabric Structures International, Inc of defect within thirty (30) days after the discovery thereof, otherwise such claim is waived. Without limitation on the foregoing, any alleged defect discovered more than one (1) year after installation is excluded from the warranty.
- b. No attempted alteration or repair of the defect was made without written consent of ClearSpan Fabric Structures international, Inc.

Who is covered?

ClearSpan Fabric Structures International, Inc extends this warranty to the original purchaser.

What is covered?

This warranty only applies to products sold and installed by ClearSpan Fabric Structures International, Inc. or an authorized representative of the company.

What is not covered?

This warranty does not cover normal wear and tear; any damage or loss caused by accidents; alteration; misuse; abuse or extraordinary use; improper reinstallation, cleaning or other maintenance. This warranty does not cover any damage or loss caused by non-ClearSpan Fabric Structures personnel in the course of completing work in or around the fabric structure. Warranties will cease if product is moved from its original place of installation.

Warranties from all manufacturers of components and finished products **DO NOT** cover removal, installation, travel or shipping costs after a period of one year.

EXHIBIT B

ADDITIONAL INSURANCE REQUIREMENTS

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

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

- d. The Owner has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.

4. Other Policy Provisions. Each policy to be furnished by Contractor and each Subcontractor must:

- 4.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
- 4.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;
- 4.3 Include the Project per aggregate endorsement;
- 4.4 Waive all rights of subrogation against the Owner;
- 4.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and
- 4.6 Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.

5. Certificates and Endorsements

- 5.1 Within 10 days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements;
- 5.2 Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.
- 5.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.

6. Reduction in Coverage. Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

7. Suppliers and Materialmen Coverages

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

8. Condition Precedent to Starting Work

- 8.1 Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place; together with the original of each bond required under this Agreement. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;
- 8.2 The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.

9. Additional Proofs of Insurance. Contractor must, within 10 days after request, provide the Owner with certified copies of all policies and endorsements obtained in compliance with this Agreement.

10. Indemnity. The fact that Contractor and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the Owner and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.

11. Interpretation. In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.



Corporate Offices

1395 John Fitch Blvd., South Windsor, CT 06074

Phone: 1.866.643.1010 • International Phone: 860.760.0046
Fax: 1.860.760.0210 • www.clearspan.com

Customer ID: 8908238

Quote Number: 928740

QUOTE

Sourcewell Contract #: 091319-CSS

Page: 1 of 2

Quote To:NATE WILLIAMS
CITY OF MURFREESBORO PARKS AND
111 W VINE ST
MURFREESBORO TN 37130-3573
UNITED STATES

Phone: 6158905333

nwilliams@murfreesorotn.gov

Sales Person: BRAD WILLIAMS

Fax: 860-760-0210

BWILLIAMS@CLEARSPAN.COM

Ship To:CITY OF MURFREESBORO PARKS AND
111 W VINE ST

MURFREESBORO, TN 37130-3573

Date: 1/12/2021

Expires: 3/27/2021

Quote Total

2,637,292.00

POST INSTALLATION INSPECTION SERVICES WILL NEED TO BE HIRED BY THE CITY TO AVOID THE
CONFLICT OF INTEREST IF CLEARSPAN WAS TO HIRE THE INSPECTION FIRM.

USD

Line	Part	Description	Expected Qty	Unit Price	Ext. Price
1	100106	250W BY 380L BEAM BUILDING 20'OC	1.00	1,427,261.00	1,427,261.00
2	100106	250W END WALL PACKAGE INCLUDED	2.00	0.00	0.00
3	700001	STAMPED ENGINEERED DRAWING BUILDING Already Purchased	1.00	0.00	0.00
4	100106	7'W DOUBLE DOOR WITH DUAL PANIC HARDWARE AND CLOSER	12.00	6,000.00	72,000.00
6	SRF33640	72" BD 230/460V 3HP 1SPD 3PH 5-ALUM BLD, AL SH C-H	12.00	3,165.00	37,980.00
7	SRF33644	MOTORIZED LOUVER FOR 60"X60"RSO 120/240V	34.00	890.00	30,260.00
9	113883	TRI-LITE HVLS FAN 24' (INCLUDED IN ELECTRICAL PACKAGE)	6.00	0.00	0.00
11	113885	HVLS LOW VOLTAGE CONTROLLER (INCLUDED IN ELECTRICAL PACKAGE)	3.00	0.00	0.00
12	113881	VFD FOR HVLS THREE PHASE (INCLUDED IN ELECTRICAL PACKAGE)	6.00	0.00	0.00

Proposal reflects Sourcewell Pricing. Only available through the purchasing CoOp. PO must state Sourcewell contract # to qualify.



Corporate Offices

1395 John Fitch Blvd., South Windsor, CT 06074

Phone: 1.866.643.1010 • International Phone: 860.760.0046
Fax: 1.860.760.0210 • www.clearspan.com**Customer ID: 8908238****Quote Number: 928740****QUOTE****Sourcewell Contract #: 091319-CSS****Page: 2 of 2**

13	100106	LED SPORTS LIGHTING PACKAGE (INCLUDED IN ELECTRICAL PACKAGE)	1.00	0.00	0.00
15	700000	STANDARD WAGE INSTALLATION	1.00	457,900.00	457,900.00
16	111506	DURACOIL OPT 35X20-ROLLING STL DOOR W/OPNR	1.00	34,924.00	34,924.00
17	700000	STANDARD WAGE 35X20 DOOR INSTALLATION	1.00	24,615.00	24,615.00
19	100106	ELECTRICAL PACKAGE BY SUBCONTRACTOR INCLUDING CONTROLLERS FOR FANS ETC	1.00	456,470.00	456,470.00
20	100106	PERF BOND COST UP TO 2.5 MILLION	1.00	28,500.00	28,500.00
21	100106	CERTIFIED WELD INSPECTION	1.00	700.00	700.00
22	700001	CLEARSPAN STAMP ON CUSTOMER PROVIDED INSPECTION REPORT IF REQUIRED	1.00	550.00	550.00

QUOTE - Miscellaneous Charge -

Description	Ext. Price
1.) FREIGHT	66,132.00

*Please Note:**Additional Sales Tax will apply for materials and installation if the project is not tax exempt.*

Lines Total	2,571,160.00
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	66,132.00
Quote Total	2,637,292.00

BUILDING LOADS / DESCRIPTION:

WIDTH: 250 LENGTH: 380.83 HEIGHT: 26.0 / 26.0

(BUILDING DIMENSIONS ARE NOMINAL. REFER TO PLANS).

THIS STRUCTURE IS DESIGNED UTILIZING THE LOADS INDICATED AND APPLIED AS REQUIRED BY : IBC 18

THE CONTRACTOR IS TO CONFIRM THAT THESE LOADS COMPLY WITH THE REQUIREMENTS OF THE LOCAL BUILDING DEPARTMENT.

ROOF DEAD LOAD: 2.000 PSF (ROOF PANELS & PURLINS)

COLLATERAL LOAD: 5.5 PSF SNOW EXPOSURE: 1.0000

ROOF LIVE LOAD: 20.00 PSF WIND EXPOSURE: C

ROOF SNOW LOAD: 7.88 PSF INTERNAL PRESSURE COEFF.:

GROUND SNOW LOAD: 10 PSF 0.18 / -0.18

BASIC WIND SPEED: 105 MPH SPECTRAL RESPONSE COEFF. MAPPED SPECTRAL RESPONSE ACC.

SEISMIC ZONE: A Sds 0.15 Ss 0.25

THERMAL FACTOR: 1.20 Sd1 0.07 St 0.12

IMPORTANCE FACTORS: DESIGN BASE SHEAR, V:

WIND LOAD 1.00 EXPANDED FORMULA 0.667*Ie*Fa*Ss*W/R

SNOW LOAD 1.0000 LONGITUDINAL 82.98

SEISMIC LOAD 1.00 TRANSVERSE 86.92

GENERAL NOTES:

- 1) ALL STRUCTURAL STEEL SECTIONS AND WELDED PLATE MEMBERS ARE DESIGNED IN ACCORDANCE WITH THE AISC "SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS" AS REQUIRED BY THE SPECIFIED BUILDING CODE.
- 2) ALL WELDING OF STRUCTURAL STEEL IS BASED ON AWS D1.1 "STRUCTURAL WELDING CODE", LATEST EDITION.
- 3) MATERIALS:
PLATE, FLANGE, AND WEB MATERIAL..... A572 GRADE 50 OR A529 GRADE 50
STRUCTURAL TUBE..... A500, Fy = 50 ksi MIN.
HOT-ROLLED STRUCTURAL..... A992 OR A572 GRADE 50
ROD BRACING..... A572 GRADE 50 OR A529 GRADE 50 OR F1554 GRADE 55
HIGH-STRENGTH BOLTS..... A325
BLIND BOLTS..... "HOLLO-BOLT" OR "BOXBOLT" BRANDS ACCEPTABLE
FABRIC..... DAF 28CPPVDF##G75 (FIRE-RATED PER NFPA 701)
- 4) BOLT TIGHTENING REQUIREMENTS:
ALL HIGH STRENGTH BOLTS ARE A325 UNLESS NOTED OTHERWISE.
ALL BOLTED CONNECTIONS SHALL BE SNUG TIGHT.
WASHERS ARE NOT REQUIRED UNLESS NOTED OTHERWISE.
- 5) ALL STRUCTURAL STEEL TO RECEIVE A PRIMER. THIS PAINT IS NOT INTENDED FOR LONG TERM EXPOSURE TO THE ELEMENTS.

FOUNDATION AND ANCHOR BOLTS:

- 1) FOUNDATION AND ANCHOR DESIGN IS NOT BY CLEARSPAN. THE FOUNDATION AND ANCHOR DESIGN IS BY OTHERS. REFER TO ANCHOR BOLT PLAN GENERAL NOTES - NOTE 2 ON SHEET B1 FOR FURTHER INFORMATION.

SITE ADDRESS: CHERRY LANE DRIVE
MURFREESBORO, TN 37129

BUILDER / CONTRACTOR RESPONSIBILITIES

IT IS THE RESPONSIBILITY OF THE BUILDER/CONTRACTOR TO INSURE THAT ALL PROJECT PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE REQUIREMENTS OF ANY GOVERNING BUILDING AUTHORITIES. THE SUPPLYING OF SEALED ENGINEERING DATA AND DRAWINGS FOR THE METAL BUILDING SYSTEM DOES NOT IMPLY OR CONSTITUTE AN AGREEMENT THAT THE METAL BUILDING SYSTEM MANUFACTURER OR ITS DESIGN ENGINEER IS ACTING AS THE ENGINEER OF RECORD OR DESIGN PROFESSIONAL FOR A CONSTRUCTION PROJECT.

THE CONTRACTOR MUST SECURE ALL REQUIRED APPROVALS AND PERMITS FROM THE APPROPRIATE AGENCY AS REQUIRED. APPROVAL OF THE METAL BUILDING SYSTEM MANUFACTURER'S DRAWINGS AND CALCULATIONS INDICATE THAT THE METAL BUILDING SYSTEM MANUFACTURER CORRECTLY INTERPRETED AND APPLIED THE REQUIREMENTS OF THE CONTRACT DRAWINGS AND SPECIFICATIONS. (SECT. 4.2.1 AISC CODE OF STANDARD PRACTICES, 9TH ED.) WHERE DISCREPANCIES EXIST BETWEEN THE METAL BUILDING SYSTEM MANUFACTURER'S STRUCTURAL STEEL PLANS AND THE PLANS FOR OTHER TRADES, THE STRUCTURAL STEEL PLANS SHALL GOVERN. (SECT. 3.3 AISC CODE OF STANDARD PRACTICE 9TH ED.) DESIGN CONSIDERATIONS OF ANY MATERIALS IN THE STRUCTURE WHICH ARE NOT FURNISHED BY THE METAL BUILDING SYSTEM MANUFACTURER ARE THE RESPONSIBILITY OF THE CONTRACTORS AND ENGINEERS OTHER THAN THE METAL BUILDING SYSTEM MANUFACTURER'S ENGINEER UNLESS SPECIFICALLY INDICATED.

THE CONTRACTOR IS RESPONSIBLE FOR ALL ERECTION OF STEEL AND ASSOCIATED WORK IN COMPLIANCE WITH THE METAL BUILDING SYSTEM MANUFACTURER "FOR CONSTRUCTION" DRAWINGS.

ALL BRACING AS SHOWN AND PROVIDED BY THE METAL BUILDING SYSTEM MANUFACTURER FOR THIS BUILDING IS REQUIRED AND SHALL BE INSTALLED BY THE ERECTOR AS A PERMANENT PART OF THE STRUCTURE.

TEMPORARY SUPPORTS, SUCH AS TEMPORARY GUYS, BRACES, FALSE WORK, CRIBBING OR OTHER ELEMENTS REQUIRED FOR THE ERECTION OPERATION WILL BE DETERMINED AND FURNISHED AND INSTALLED BY THE ERECTOR. THESE TEMPORARY SUPPORTS WILL SECURE THE STEEL FRAMING, OR ANY PARTLY ASSEMBLED STEEL FRAMING, AGAINST LOADS COMPARABLE IN INTENSITY TO THOSE FOR WHICH THE STRUCTURE WAS DESIGNED, RESULTING FROM WIND, SEISMIC FORCES AND ERECTION OPERATIONS, BUT NOT THE LOADS RESULTING FROM THE PERFORMANCE OF WORK BY OR THE ACTS OF OTHERS, NOR SUCH UNPREDICTABLE LOADS AS THOSE DUE TO TORNADO, EXPLOSION, OR COLLISION. (SECT. 7.9.1 AISC CODE OF STANDARD PRACTICE, 9TH ED.)

WARNING : IN NO CASE SHOULD GALVALUME STEEL PANELS BE USED IN CONJUNCTION WITH LEAD OR COPPER. BOTH WARNING: LEAD AND COPPER HAVE HARMFUL CORROSION EFFECTS ON THE ALUMINUM ZINC ALLOY COATING WHEN THEY ARE USED IN CONTACT WITH GALVALUME STEEL PANELS. EVEN RUN-OFF FROM COPPER FLASHING, WIRING, OR TUBING ONTO GALVALUME SHOULD BE AVOIDED.

APPROVAL NOTES

THE FOLLOWING CONDITIONS APPLY IN THE EVENT THAT THESE DRAWINGS ARE USED AS APPROVAL DRAWINGS: IT IS IMPERATIVE THAT ANY CHANGES TO THESE DRAWINGS BE MADE IN CONTRASTING INK (PREFERABLY RED INK), HAVE ALL INSTANCES OF CHANGE CLEARLY INDICATED, AND BE LEGIBLE AND UNAMBIGUOUS. A SIGNATURE AND DATE IS REQUIRED ON ALL PAGES. MANUFACTURER RESERVES THE RIGHT TO RE-SUBMIT DRAWINGS WITH EXTENSIVE OR COMPLEX CHANGES REQUIRED TO AVOID MIS-FABRICATION. THIS MAY IMPACT THE DELIVERY SCHEDULE. APPROVAL OF THESE DRAWINGS INDICATES CONCLUSIVELY THAT THE METAL BUILDING SYSTEM MANUFACTURER HAS CORRECTLY INTERPRETED THE CONTRACT REQUIREMENTS, AND FURTHER CONSTITUTES AGREEMENT THAT THE BUILDING AS DRAWN WITH INDICATED CHANGES REPRESENTS THE TOTAL OF THE MATERIALS TO BE SUPPLIED BY MANUFACTURER. ANY CHANGES NOTED ON THE DRAWINGS NOT IN CONFORMANCE WITH THE TERMS AND REQUIREMENTS OF THE CONTRACT BETWEEN MANUFACTURER AND ITS CUSTOMER ARE NOT BINDING ON MANUFACTURER UNLESS SUBSEQUENTLY SPECIFICALLY ACKNOWLEDGED AND AGREED TO IN WRITING BY CHANGE ORDER OR SEPARATE DOCUMENTATION. MANUFACTURER RECOGNIZES THAT RUBBER STAMPS ARE ROUTINELY USED FOR INDICATING APPROVAL, DISAPPROVAL, REJECTION, OR MERE REVIEW OF THE DRAWINGS SUBMITTED. HOWEVER, MANUFACTURER DOES NOT ACCEPT CHANGES OR ADDITIONS TO CONTRACTUAL TERMS AND CONDITIONS THAT MAY APPEAR WITH USE OF A STAMP OR SIMILAR INDICATION OF APPROVAL, DISAPPROVAL, ETC. SUCH LANGUAGE APPLIED TO MANUFACTURER'S DRAWINGS BY THE CUSTOMER, ARCHITECT, ENGINEER, OR ANY OTHER PARTY WILL BE CONSIDERED AS UNACCEPTABLE ALTERNATIONS TO THESE DRAWING NOTES, AND WILL NOT ALTER THE CONTRACTUAL RIGHTS AND OBLIGATIONS EXISTING BETWEEN MANUFACTURER AND ITS CUSTOMER.

DRAWING INDEX

COVER SHEET: C1


ANCHOR BOLT PLAN: B1, B2

ANCHOR BOLT REACTIONS: BR1

PRIMARY PLANS / SECTIONS: E1, E2, E3, E4, E5, E6, E7, E8

DETAILS: D1, D2, D3, D4

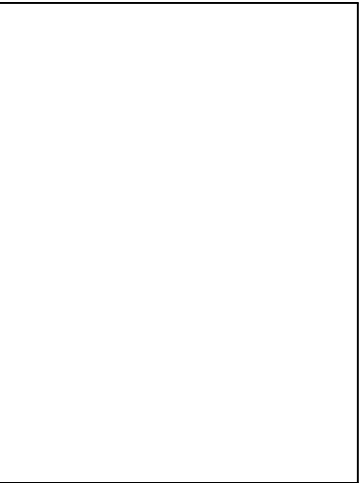
DEVELOPED BY:



ENGINEERING SERVICES & PRODUCTS CO.
1440 16TH AVENUE SW
DYERSVILLE, IA 52040
P.563.875.6113
WWW.ESAPCO.COM
WWW.CLEARSPAN.COM

ORDER #: 7565468

CUSTOMER #: 8873881



PROFESSIONAL SEAL

CUSTOMER INFORMATION:
JOHNSON AND BAILEY ARCHITECTS P
100 E VINE ST STE 700
MURFREESBORO, TN 37130

CUSTOMER CONTACT:
LYLE LYNCH

CONTACT PHONE:
615-631-5372

STRUCTURE SKU #:
00122

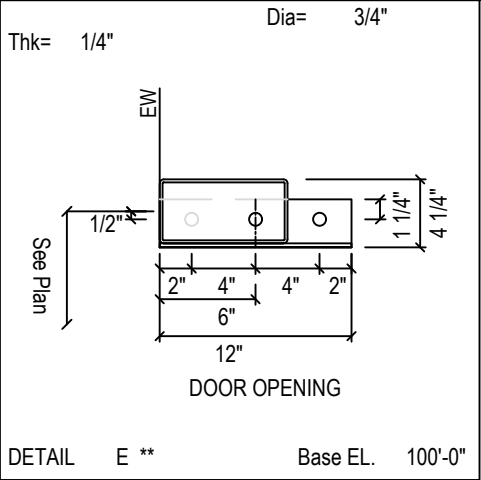
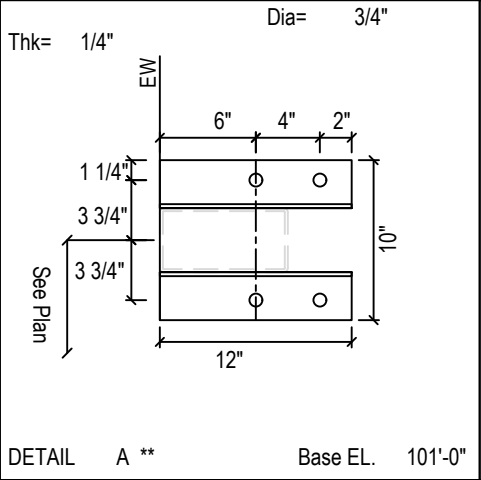
STRUCTURE SIZE:
250'-0" x 380'-10" x 26'-0"

SHEET TITLE:
COVER SHEET

JOHNSON AND BAILEY ARCHITECTS P 100 E VINE ST STE 700 MURFREESBORO, TN 37130		CUSTOMER CONTACT: LYLE LYNCH	CONTACT PHONE: 615-631-5372
STRUCTURE SKU #: 00122			
STRUCTURE SIZE: 250'-0" x 380'-10" x 26'-0"			
SHEET TITLE: COVER SHEET			

DRAWING DETAILS	
DRAWN BY: JKP	CREATION DATE: 10/23/2019
REVISIONS:	
NO.	DESCRIPTION:
1	UPDATE PER CUSTOMER REQUESTS
2	UPDATE PER CUSTOMER REQUESTS
3	UPDATE PER CUSTOMER REQUESTS
4	
NO SCALE	
SHEET SIZE: 11X17	SHEET: C1

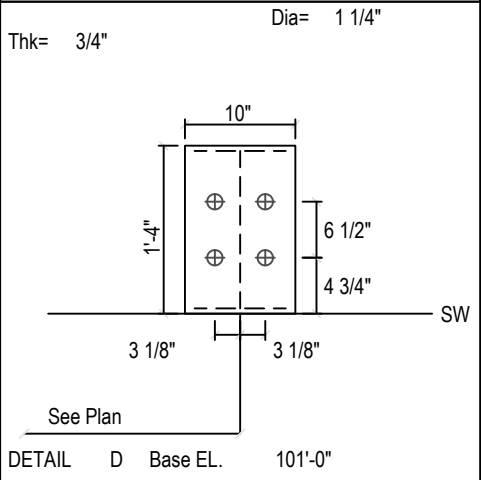
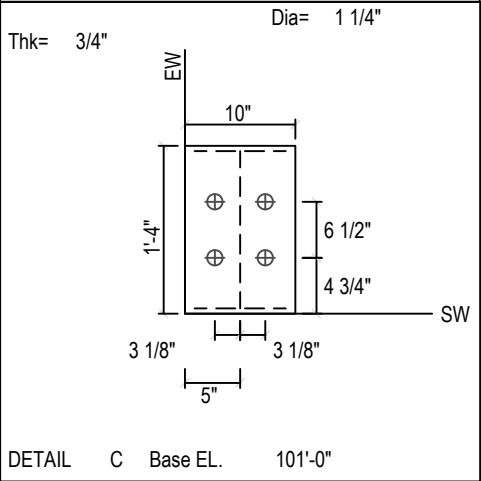
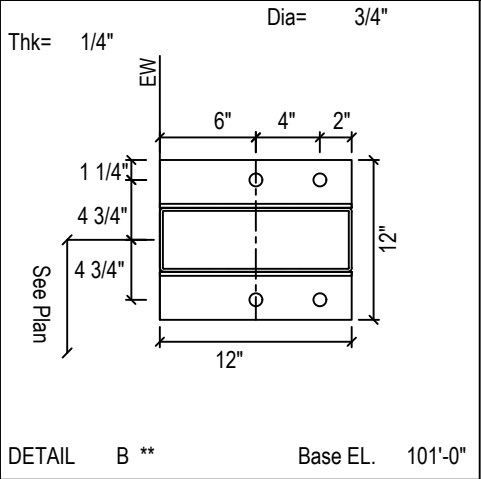
IMPORTANT NOTE: FINAL DETAILING, FABRICATION, AND DELIVERY DATE OF THIS PROJECT CANNOT BE COMPLETED UNTIL THE SIGNED APPROVALS ARE RETURNED TO THE BUILDING MANUFACTURER.



NOTE: " Dia" DIMENSIONS SHOWN REPRESENT REQUIRED ANCHOR BOLT DIAMETER. USE TABLE BELOW TO DETERMINE BASE PLATE ANCHOR HOLE SIZE PER ANCHOR DIAMETER.


ANCHOR BOLT DIAMETER	BASE PLATE ANCHOR HOLE SIZE	PROJECTION
5/8"	3/4"	3"
3/4"	7/8"	3"
1"	1 1/8"	3"
1 1/4"	1 3/8"	N/A. SEE STRUCTURAL FOUNDATION DETAILS.

** REFER TO FOUNDATION DRAWINGS FOR WHICH HOLES TO USE.



ANCHOR BOLT PATTERN

DEVELOPED BY:



ENGINEERING SERVICES & PRODUCTS CO.
1440 16TH AVENUE SW
DYERSVILLE, IA 52040
P:563.875.6113
WWW.ESAPCO.COM
WWW.CLEARSPAN.COM

ORDER #: 7565468

CUSTOMER #: 8873881

PROFESSIONAL SEAL

CUSTOMER INFORMATION: JOHNSON AND BAILEY ARCHITECTS P 100 E VINE ST STE 700 MURFREESBORO, TN 37130	CONTACT PHONE: 615-631-5372	STRUCTURE SKU #: 00122	STRUCTURE SIZE: 250'-0" x 380'-10" x 26'-0"	SHEET TITLE: ANCHOR BOLT PATTERN
	CUSTOMER CONTACT: LYLE LYNCH			

DRAWING DETAILS				
DRAWN BY: JKP		CREATION DATE: 10/23/2019		
REVISIONS:				
NO.	BY:	DATE:	DESCRIPTION:	
1	JKP	11/21/2019	UPDATE PER CUSTOMER REQUESTS	
2	JKP	12/04/2019	UPDATE PER CUSTOMER REQUESTS	
3	JTF	1/22/2019	UPDATE PER CUSTOMER REQUESTS	
4				
NO SCALE			SHEET: B2	
SHEET SIZE: 11X17				

NOTES FOR REACTIONS

1. All loading conditions are examined and only maximum/minimum H or V and the corresponding H or V are reported.

2. Positive reactions are as shown in the sketch. Foundation loads are in opposite directions.

3. Bracing reactions are in the plane of the brace with the H pointing away from the braced bay. The vertical reaction is downward.

4. Building reactions are based on the following building data:
- Width (ft)

Length (ft)

Eave Height (ft)

Roof Slope (rise/12)

Dead Load (psf)

Collateral Load (psf)

Roof Live Load (psf)

Frame Live Load (psf)

Snow Load (psf)

Wind Speed (mph)

Wind Code

Exposure

Closed/Open

Importance Wind

Importance Seismic

Seismic Zone

Seismic Coeff (Fa*Ss)

= 250.0

= 380.8

= 26.0/ 26.0

= 4.0/ 4.0

= 2.0

= 5.5

= 20.0

= 12.0

= 7.9

= 105.0

= IBC 18

= C

= C

= 1.00

= 1.00

= A

= 0.22

5. Loading conditions are:
- 1 Dead+Collateral+Live

2 0.6Dead+0.6Wind_Left1

3 0.6Dead+0.6Wind_Right1

4 0.6Dead+0.6Wind_Long1L

5 0.6Dead+0.6Wind_Long2L

6 Dead+Collateral+F1UNB_SL_L

7 Dead+Collateral+F1UNB_SL_R

8 0.6Dead+0.6Wind_Right2+0.6Wind_Suction

9 0.6Dead+0.6Wind_Pressure+0.6Wind_Long2L

10 1.02Dead+1.02Collateral+0.52Seismic_LongR

BUILDING BRACING REACTIONS

Wall		Col Line	Reactions in plane of wall		Panel_Shear (lb/ft)		Note
Loc	Line		Wind Horz	Seismic Horz	Wind	Seis	
L_EW	1						(h)
F_SW	Q	1,2	*	5.05	2.12		
		2,3	*	5.05	2.12		
		5,6	*	5.05	2.12		
		6,7	*	5.05	2.12		
		9,10	*	5.05	2.12		
		10,11	*	5.05	2.12		
		11,12	*	5.05	2.12		
		14,15	*	5.05	2.12		
		15,16	*	5.05	2.12		
		18,19	*	5.05	2.12		
		19,20	*	5.05	2.12		
R_EW	20						(h)
B_SW	A	20,19	*	5.05	2.12		
		19,18	*	5.05	2.12		
		16,15	*	5.05	2.12		
		15,14	*	5.05	2.12		
		12,11	*	5.05	2.12		
		11,10	*	5.05	2.12		
		10,9	*	5.05	2.12		
		7,6	*	5.05	2.12		
		6,5	*	5.05	2.12		
		3,2	*	5.05	2.12		
		2,1	*	5.05	2.12		

(h)Rigid frame at endwall

*See RF reactions table for vertical and horizontal reactions in plane of the rigid frame.

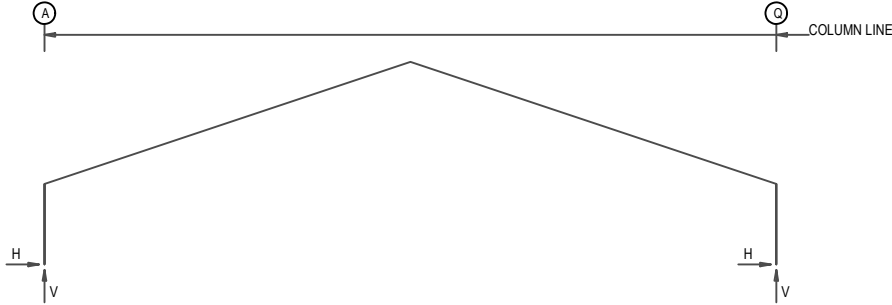
ENDWALL COLUMN:

		BASIC COLUMN REACTIONS (k)			
Frm Line	Col Line	--Dead--		Wind Press	Wind Suct
		Horz	Vert	Horz	Horz
1	B	0.00	1.24	-5.84	6.76
1	C	0.00	2.14	-7.47	8.25
1	D	0.00	2.48	-9.03	9.97
1	E	0.00	4.26	-11.42	12.60
1	F	0.00	4.86	-11.94	13.18
1	G	0.00	5.36	-9.40	10.37
1	H	0.00	5.65	-6.81	7.51
1	I	0.00	5.90	-6.72	7.42
1	J	0.00	5.65	-6.81	7.51
1	K	0.00	5.36	-9.40	10.37
1	L	0.00	4.86	-11.94	13.18
1	M	0.00	4.26	-11.29	12.47
1	N	-0.91	6.53	-12.68	13.99
1	P	-1.14	2.59	-8.71	9.81
20	P	0.00	0.86	-5.12	5.93
20	O	0.00	1.99	-6.96	7.68
20	N	0.00	2.37	-8.64	9.53
20	M	0.00	4.10	-10.97	12.10
20	L	0.00	4.62	-11.35	12.53
20	K	0.00	5.25	-9.19	10.15
20	J	0.00	5.48	-8.61	7.29
20	I	0.00	5.69	-6.48	7.15
20	H	0.00	5.48	-6.61	7.29
20	G	0.00	5.25	-9.19	10.15
20	F	0.00	4.62	-11.35	12.53
20	E	0.00	4.10	-10.97	12.10
20	D	0.00	2.37	-8.64	9.53
20	C	0.00	1.99	-6.96	7.68
20	B	0.00	0.86	-5.12	5.93

ENDWALL COLUMN:

		MAXIMUM REACTIONS			
Frm Line	Col Line	Column_Reactions(k)		Load Id	Vert
		Horz	Vert		
1	B	6	4.03	0.75	
		7	-3.48	0.75	
		8	0.00	1.27	
1	C	6	4.93	1.28	
		7	-4.45	1.28	
		8	0.00	2.18	
1	D	6	5.96	1.49	
		7	-5.38	1.49	
		8	0.00	2.53	
1	E	6	7.53	2.56	
		7	-6.79	2.56	
		8	0.00	4.35	
1	F	6	7.88	2.92	
		7	-7.10	2.92	
		8	0.00	4.96	
1	G	6	6.20	3.22	
		7	-5.59	3.22	
		8	0.00	5.47	
1	H	6	4.49	3.39	
		7	-4.05	3.39	
		8	0.00	5.76	
1	I	6	4.43	3.54	
		7	-4.00	3.54	
		8	0.00	6.02	
1	J	6	4.49	3.39	
		7	-4.05	3.39	
		8	0.00	5.76	
1	K	6	6.20	3.22	
		7	-5.59	3.22	
		8	0.00	5.47	
1	L	6	7.88	2.92	
		7	-7.10	2.92	
		8	0.00	4.96	
1	M	6	7.53	2.56	
		7	-6.79	2.56	
		8	0.00	4.35	
1	N	6	-2.19	7.38	
		9	3.97	2.03	
		10	-2.19	2.03	
1	P	6	-3.50	8.31	
		9	6.10	2.36	
		10	-3.50	2.36	
20	P	6	3.54	0.52	
		7	-3.05	0.52	
		8	0.00	0.88	
20	O	6	4.59	1.20	
		7	-4.14	1.20	
		8	0.00	2.03	
20	N	6	5.70	1.42	
		7	-5.14	1.42	
		8	0.00	2.42	
20	M	6	7.23	2.46	
		7	-6.53	2.46	
		8	0.00	4.18	
20	L	6	7.49	2.77	
		7	-6.75	2.77	
		8	0.00	4.72	
20	K	6	6.07	3.15	
		7	-5.47	3.15	
		8	0.00	5.35	
20	J	6	4.36	3.29	
		7	-3.93	3.29	
		8	0.00	5.59	
20	I	6	4.28	3.42	
		7	-3.86	3.42	
		8	0.00	5.81	
20	H	6	4.36	3.29	
		7	-3.93	3.29	
		8	0.00	5.59	
20	G	6	6.07	3.15	
		7	-5.47	3.15	
		8	0.00	5.35	
20	F	6	7.49	2.77	
		7	-6.75	2.77	
		8	0.00	4.72	
20	E	6	7.23	2.46	
		7	-6.53	2.46	
		8	0.00	4.18	
20	D	6	5.70	1.42	
		7	-5.14	1.42	
		8	0.00	2.42	
20	C	6	4.59	1.20	
		7	-4.14	1.20	
		8	0.00	2.03	
20	B	6	3.54	0.52	
		7	-3.05	0.52	
		8	0.00	0.88	

FRAME LINES: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20



RIGID FRAME:

		MAXIMUM REACTIONS			
Frm Id	Col Line	Column_Reactions(k)		Load Id	Vert
		Horz	Vert		
1*	A	1	38.92	39.41	
		2	-9.56	-11.17	
		4	-4.95	-15.24	
1*	Q	1	-38.89	47.72	
		3	9.58	-6.18	
		5	4.97	-10.26	
1*	Frame lines:	1	20		

RIGID FRAME:

		Column_Reactions(k)												
Frm Id	Col Line	Load Id	Horz								Vert			
2*	A	1	59.20								61.78			
		2	-27.82								-30.33			
		4	-18.99								-34.66			
2*	Q	1	-59.20								61.78			
		3	27.82								-30.33			
		5	18.99								-34.66			
2*	Frame lines:	2	3	4	5	6	7	8	9	10	11	12		

RIGID FRAME:

		BASIC COLUMN REACTIONS (k)															
Frame Id	Column Line	----Dead----		--Collateral--		----Live----		----Snow----		--Wind_Left1-		-Wind_Right1-					
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert				
1*	A	12.13	14.33	7.57	7.64	15.68	15.81	10.29	10.51	-31.77	-35.05	-22.93	-29.03				
1*	Q	-12.13	14.33	-7.57	7.64	-15.68	15.81	-10.29	10.51	22.93	-29.03	31.77	-35.05				
Frame Id	Column Line	--Wind_Left2-		-Wind_Right2-		--Wind_Long1-		--Wind_Long2-		-Seismic_Left		Seismic_Right					
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert				
1*	A	-22.79	-23.15	-14.02	-17.14	-24.09	-41.61	-30.03	-34.83	-0.66	-0.12	0.66	0.12				
1*	Q	14.02	-17.14	22.79	-23.15	30.03	-34.83	24.09	-41.61	-0.66	-0.12	0.66	-0.12				
Frame Id	Column Line	-Seismic_Long		F1UNB_SL_L-		F1UNB_SL_R-											
		Horiz	Vert	Horiz	Vert	Horiz	Vert										
1*	A	0.00	-4.37	18.54	20.05	18.60	12.82										
1*	Q	0.00	-4.37	-18.60	12.82	-18.54	20.05										
Frame Id	Column Line	----Dead----		--Collateral--		----Live----		----Snow----		--Wind_Left1-		-Wind_Right1-					
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert				
2*	A	14.53	16.75	14.55	14.67	30.12	30.36	19.77	20.18	-60.90	-67.30	-43.94	-55.74				
2*	Q	-14.53	16.75	-14.55	14.67	-30.12	30.36	-19.77	20.18	43.94	-55.74	60.90	-67.30				
Frame Id	Column Line	--Wind_Left2-		-Wind_Right2-		--Wind_Long1-		--Wind_Long2-		-Seismic_Left		Seismic_Right					
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert				
2*	A	-43.70	-44.45	-26.86	-32.91	-46.18	-74.52	-57.60	-61.49	-0.87	-0.16	0.87	0.16				
2*	Q	26.86	-32.91	43.70	-44.45	57.60	-61.50	46.18	-74.52	-0.87	0.16	0.87	-0.16				
Frame Id	Column Line	-Seismic_Long		F2UNB_SL_L-		F2UNB_SL_R-											
		Horiz	Vert	Horiz	Vert	Horiz	Vert										
2*	A	0.00	-2.45	18.58	20.05	18.65	12.82										
2*	Q	0.00	-2.46	-18.65	12.82	-18.58	20.05										
Frame lines:		1 20 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19															



PROFESSIONAL SEAL

DRAWING DETAILS				
DRAWN BY: JKP			CREATION DATE: 10/23/2019	
REVISIONS:				
NO.	BY:	DATE:	DESCRIPTION:	
1	JKP	11/21/2019	UPDATE PER CUSTOMER REQUESTS	
2	JKP	12/04/2019	UPDATE PER CUSTOMER REQUESTS	
3	JTF	1/22/2019	UPDATE PER CUSTOMER REQUESTS	
4				
NO SCALE			SHEET: E1	
SHEET SIZE: 11X17				

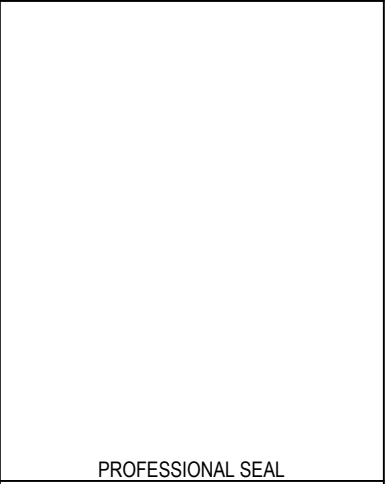
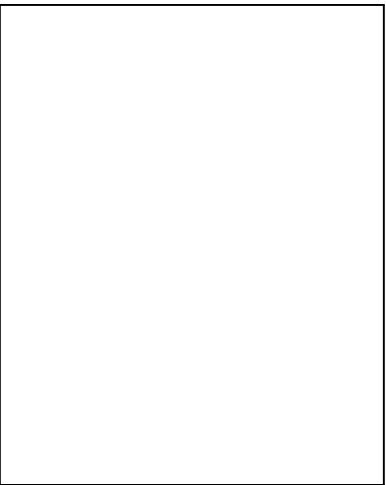
MEMBER TABLE			
ROOF PLAN			
MARK	PART	SIZE	LENGTH
CB-#	---	BR5/8"	---
CB-#	---	BR5/8"	---
CB-#	---	BR5/8"	---
CB-#	---	BR5/8"	---

DEVELOPED BY:

ClearSpan

ENGINEERING SERVICES & PRODUCTS CO.
1440 16TH AVENUE SW
DYERSVILLE, IA 52040
P:563.875.6113
WWW.ESAPCO.COM
WWW.CLEARSPAN.COM

ORDER #:	7565468
CUSTOMER #:	8873881



PROFESSIONAL SEAL

CUSTOMER INFORMATION:
JOHNSON AND BAILEY ARCHITECTS P
100 E VINE ST STE 700
MURFREESBORO, TN 37130

CUSTOMER CONTACT:
LYLE LYNCH

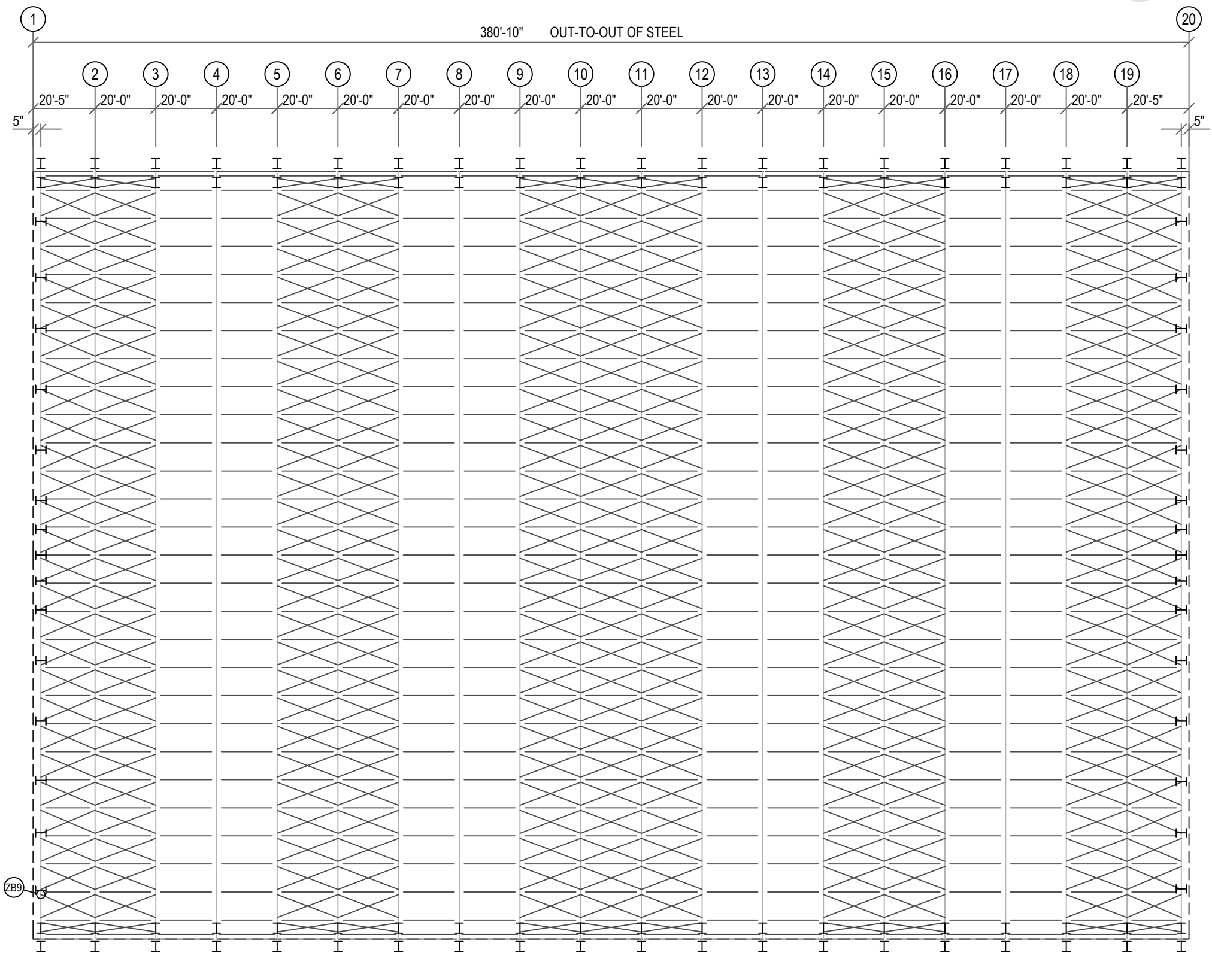
CONTACT PHONE:
615-631-5372

STRUCTURE SKU #:
00122

STRUCTURE SIZE:
250'-0" x 380'-10" x 26'-0"

SHEET TITLE:
ROD BRACING PLAN

DRAWING DETAILS			
DRAWN BY: JKP		CREATION DATE: 10/23/2019	
REVISIONS:			
NO.	BY:	DATE:	DESCRIPTION:
1	JKP	11/21/2019	UPDATE PER CUSTOMER REQUESTS
2	JKP	12/04/2019	UPDATE PER CUSTOMER REQUESTS
3	JTF	1/22/2019	UPDATE PER CUSTOMER REQUESTS
4			
NO SCALE			SHEET: E2
SHEET SIZE: 11X17			



ROD BRACING PLAN

SPLICE BOLT TABLE						
Mark	Qty Top	Bot	Int	Type	Dia	Length
SP-1	4	4	8	A325	1 1/2	5"
SP-2	4	4	4	A325	1"	3 1/2"
SP-3	4	4	6	A325	1"	3"
SP-4	4	4	4	A325	3/4"	2 1/2"

STIFFENER TABLE				
Mark	Stiff Mark	Width	Plate Size Thick	Length
RF1-1	St- 1	3.880	0.375	66.08
RF1-1	St- 2	3.875	0.250	32.00

BASE PLATE TABLE			
Col Mark	Width	Plate Size Thick	Length
BP-1	10"	3/4"	1'-4"

BRACE TABLE				
Part	Part Number	Material	Length (H-H)	Length (Total)
LBM	-	-	-	-
-	-	-	-	-
PCB	CBB56T4B22900	5.563" DIA x 0.258 TUBE	229"	-
ECB	SEE SIDEWALL ELEVATION SHEET		-	-
BCB	SEE SIDEWALL ELEVATION SHEET		-	-
TCB	TCB6X4X2L2365S1	6x4x1/8" SQ TUBE	236 1/2"	-
EE-L	PIBEE##L	-	-	-
EE-R	PIBEE##R	-	-	-
AB1	-	4"x1/8" RND TUBE	-	-

MEMBER TABLE						
Mark	Weight	Length	Web Depth	Web Plate		Outside Flange W x Thk x Length
			Start/End	Thick	Length	
RF1-1 / RF1-8	2935	24'-11 3/4"	14.7/49.9	0.313	14'-10 1/2"	10 x 1/2" x 24'-10 9/16"
RF1-2 /RF1-7	4276 / 4281	42'-10"	49.9/64.0	0.500	11'-2 9/16"	10 x 3/8" x 3'-9 11/16"
			62.0/64.0	0.375	7'-9 1/2"	10 x 1/2" x 40'-0"
			54.0/40.0	0.313	19'-11"	10 x 1/2" x 2'-7 1/2"
			40.0/34.1	0.250	14'-11"	
RF1-3 / RF1-6	2963 / 2965	45'-0 1/4"	34.0/32.0	0.250	5'-0 1/2"	10 x 1/2" x 40'-0"
			32.0/32.0	0.250	19'-11"	10 x 1/2" x 4'-10 1/2"
			32.0/44.0	0.250	19'-11"	
			43.9/26.0	0.250	19'-11"	
RF1-4 / RF1-5	2688 / 2690	39'-11 3/4"	26.0/38.0	0.250	19'-11"	10 x 5/8" x 39'-10"

DEVELOPED BY:

ClearSpan

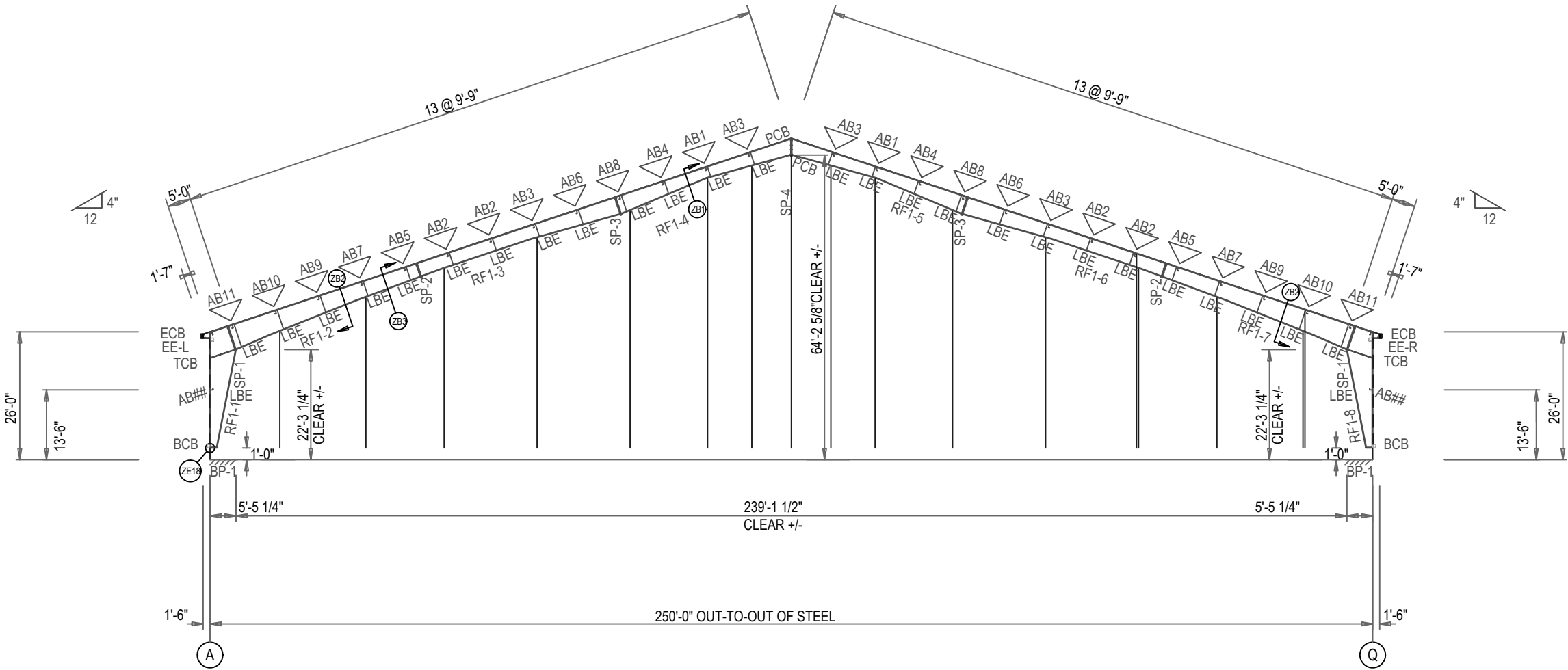
ENGINEERING SERVICES & PRODUCTS CO.
1440 16TH AVENUE SW
DYERSVILLE, IA 52040
P:563.875.6113
WWW.ESAPCO.COM
WWW.CLEARSPAN.COM

ORDER #:

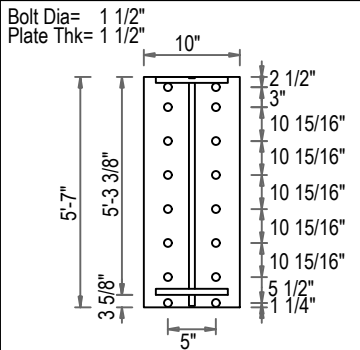
7565468

CUSTOMER #:

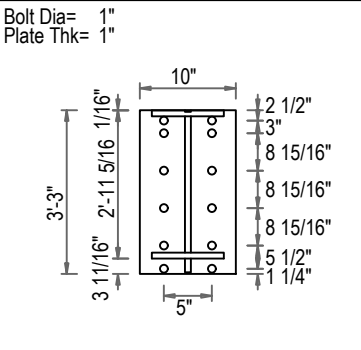
8873881



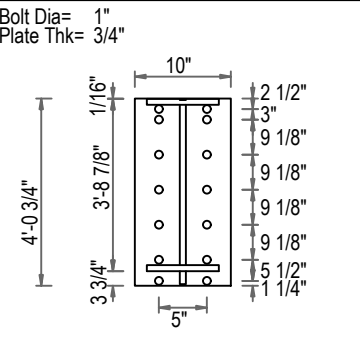
RIGID FRAME ELEVATION: FRAME LINE 1 20



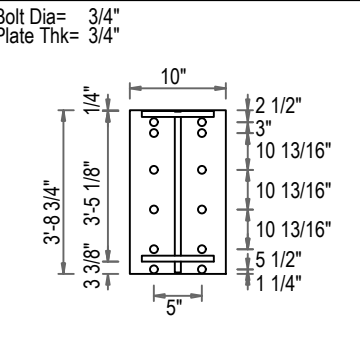
SP-1



SP-2



SP-3



SP-4

PROFESSIONAL SEAL

CUSTOMER INFORMATION: JOHNSON AND BAILEY ARCHITECTS P 100 E VINE ST STE 700 MURFREESBORO, TN 37130		CONTACT PHONE: 615-631-5372	STRUCTURE SKU #: 00122	STRUCTURE SIZE: 250'-0" x 380'-10" x 26'-0"	SHEET TITLE: RIGID FRAME ELEVATION
CUSTOMER CONTACT: LYLE LYNCH					

DRAWING DETAILS			
DRAWN BY: JKP		CREATION DATE: 10/23/2019	
REVISIONS:			
NO.	BY:	DATE:	DESCRIPTION:
1	JKP	11/21/2019	UPDATE PER CUSTOMER REQUESTS
2	JKP	12/04/2019	UPDATE PER CUSTOMER REQUESTS
3	JTF	1/22/2019	UPDATE PER CUSTOMER REQUESTS
4			
NO SCALE			SHEET: E4
SHEET SIZE: 11X17			

SPLICE BOLT TABLE						
Mark	Qty Top	Bot	Int	Type	Dia	Length
SP-1	4	4	8	A325	1 1/2	5"
SP-2	4	4	4	A325	1"	3 1/2"
SP-3	4	4	6	A325	1"	3"
SP-4	4	4	4	A325	3/4"	2 1/2"

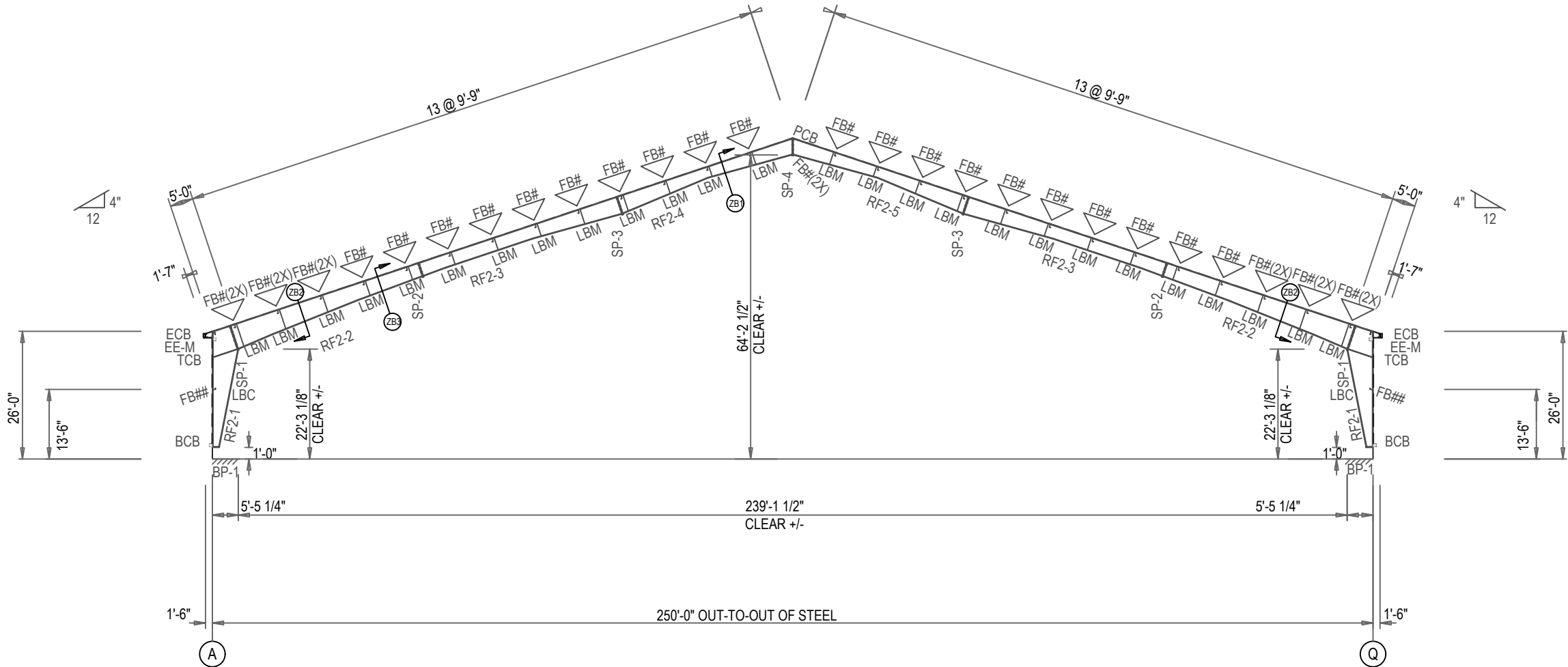
STIFFENER TABLE				
Mark	Stiff Mark	Width	Plate Size Thick	Length
RF2-1	St- 1	3.880	0.500	66.06
RF2-1	St- 2	3.875	0.250	32.00

BASE PLATE TABLE			
Col Mark	Width	Plate Size Thick	Length
BP-1	10"	3/4"	1'-4"

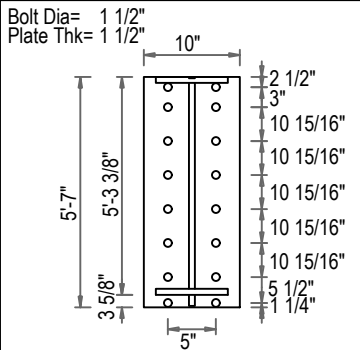
BRACE TABLE				
Part Mark	Part Number	Material	Length (H-H)	Length (Total)
LBM	-	-	-	-
-	-	-	-	-
PCB	CBB56T4B22900	5.563" DIA x 0.258 TUBE	229"	-
ECB	SEE SIDEWALL ELEVATION SHEET		-	-
BCB	SEE SIDEWALL ELEVATION SHEET		-	-
TCB	TCB6X4X2L2365S1	6x4x1/8" SQ TUBE	236 1/2"	-
EE-M	PIBEE##M	-	-	-
FB1	-	2x1/8" ANGLE	-	-

NOTE: FOR FB H-H TAKE LENGTH MINUS 2"

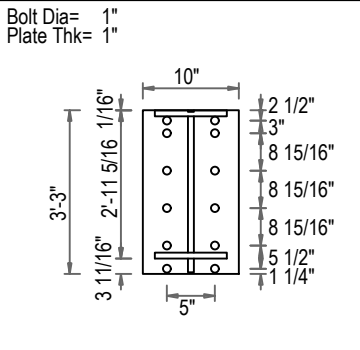
MEMBER TABLE						
Mark	Weight	Length	Web Depth	Web Plate		Outside Flange W x Thk x Length
			Start/End	Thick	Length	
RF2-1	2952	24'-11 5/8"	14.7/49.9	0.313	14'-10 1/2"	10 x 1/2" x 24'-10 7/16"
RF2-2	4271	42'-10 1/16"	49.9/64.0	0.500	11'-2 7/16"	10 x 3/8" x 3'-9 11/16"
			62.0/64.0	0.375	7'-9 9/16"	10 x 1/2" x 40'-0"
			54.0/40.0	0.313	19'-11"	10 x 1/2" x 2'-7 9/16"
RF2-3	2958	45'-0 3/16"	40.0/34.1	0.250	14'-11"	10 x 3/4" x 7'-9 7/8"
			34.0/32.0	0.250	5'-0 7/16"	10 x 3/4" x 19'-11 3/8"
			32.0/32.0	0.250	19'-11"	10 x 3/4" x 14'-11 1/16"
			32.0/44.0	0.250	19'-11"	10 x 3/8" x 5'-0 1/2"
RF2-4 / RF2-5	2528	39'-11 13/16"	43.9/26.0	0.250	19'-11"	10 x 3/8" x 19'-11 5/16"
			26.0/38.0	0.250	19'-11"	8 x 3/8" x 19'-11 5/8"
				0.250	19'-11"	8 x 3/8" x 18'-10 1/2"



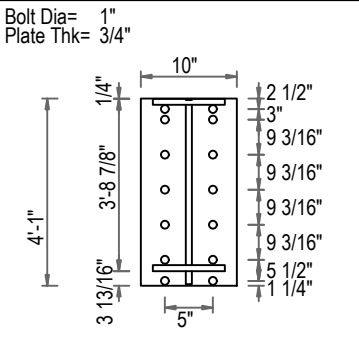
RIGID FRAME ELEVATION: FRAME LINE 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19



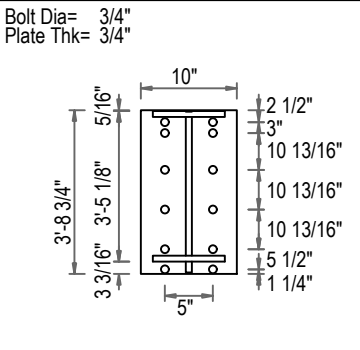
SP-1



SP-2



SP-3



SP-4

DEVELOPED BY:

ClearSpan

ENGINEERING SERVICES & PRODUCTS CO.
1440 16TH AVENUE SW
DYERSVILLE, IA 52040
P: 563.875.6113
WWW.ESAPCO.COM
WWW.CLEARSPAN.COM

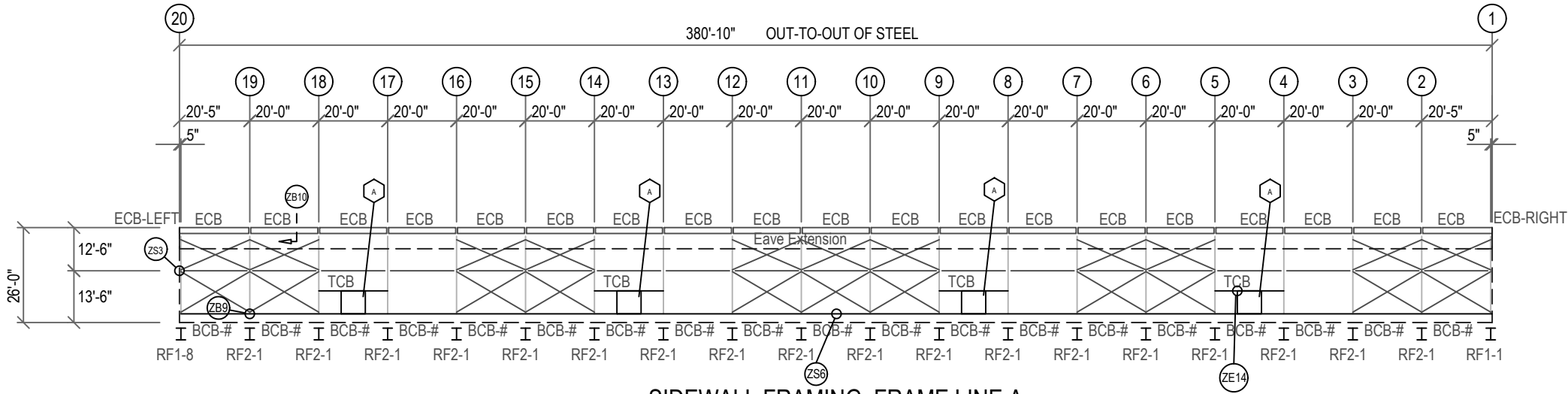
ORDER #: 7565468

CUSTOMER #: 8873881

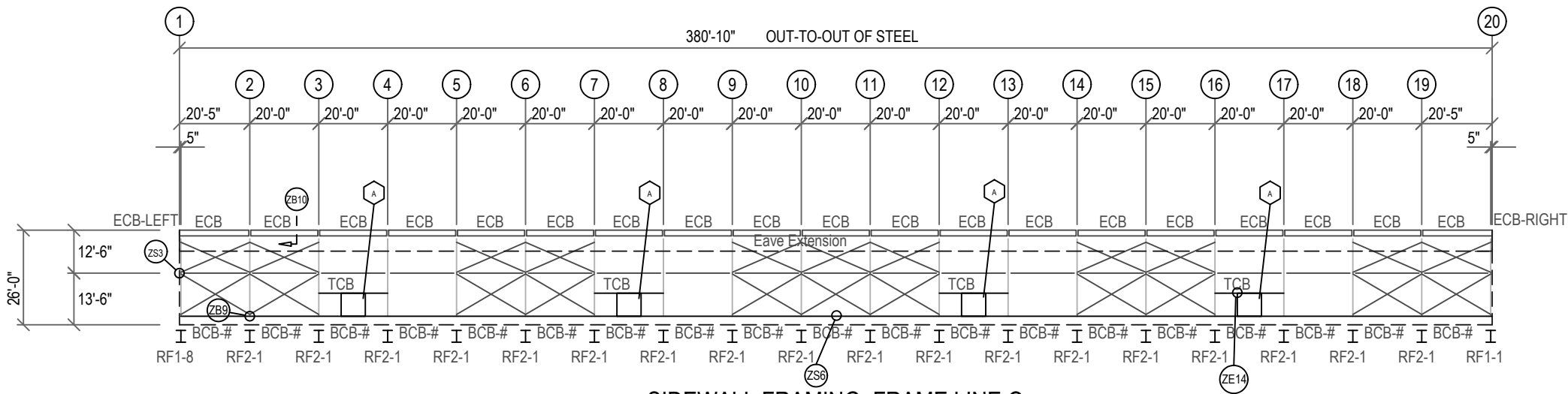
PROFESSIONAL SEAL

CUSTOMER INFORMATION: JOHNSON AND BAILEY ARCHITECTS P 100 E VINE ST STE 700 MURFREESBORO, TN 37130		CONTACT PHONE: 615-631-5372	STRUCTURE SKU # 00122	STRUCTURE SIZE: 250'-0" x 380'-10" x 26'-0"	SHEET TITLE: RIGID FRAME ELEVATION
CUSTOMER CONTACT: LYLE LYNCH					

DRAWING DETAILS			
DRAWN BY: JKP		CREATION DATE: 10/23/2019	
REVISIONS:			
NO.	BY:	DATE:	DESCRIPTION:
1	JKP	11/21/2019	UPDATE PER CUSTOMER REQUESTS
2	JKP	12/04/2019	UPDATE PER CUSTOMER REQUESTS
3	JTF	1/22/2019	UPDATE PER CUSTOMER REQUESTS
4			
NO SCALE			SHEET: E5
SHEET SIZE: 11X17			



SIDEWALL FRAMING: FRAME LINE A



SIDEWALL FRAMING: FRAME LINE Q

MEMBER TABLE			
FRAME LINE A			
MARK	PART	SIZE	LENGTH
BCB	-	-	-
ECB	-	8x6x3/16" RECT TUBE	239 1/2"
ECB-LEFT	-	8x6x3/16" RECT TUBE	4"
ECB-RIGHT	-	8x6x3/16" RECT TUBE	4"
CB-#	---	BR5/8"	---
CB-#	---	BR5/8"	---

FRAME-OUT SCHEDULE		
CALL-OUT	DESCRIPTION	ROUGH OPENING
A	DOUBLE MAN DOOR	VERIFY

MEMBER TABLE			
FRAME LINE Q			
MARK	PART	SIZE	LENGTH
BCB	-	-	240"
ECB	-	8x6x3/16" RECT TUBE	239 1/2"
ECB-LEFT	-	8x6x3/16" RECT TUBE	4"
ECB-RIGHT	-	8x6x3/16" RECT TUBE	4"
CB-#	---	BR5/8"	---
CB-#	---	BR5/8"	---

DEVELOPED BY:

ClearSpan

ENGINEERING SERVICES & PRODUCTS CO.
1440 16TH AVENUE SW
DYERSVILLE, IA 52040
P:563.875.6113
WWW.ESAPCO.COM
WWW.CLEARSPAN.COM

ORDER #: 7565468

CUSTOMER #: 8873881



PROFESSIONAL SEAL

CUSTOMER INFORMATION:
JOHNSON AND BAILEY ARCHITECTS P
100 E VINE ST STE 700
MURFREESBORO, TN 37130

CUSTOMER CONTACT:
LYLE LYNCH

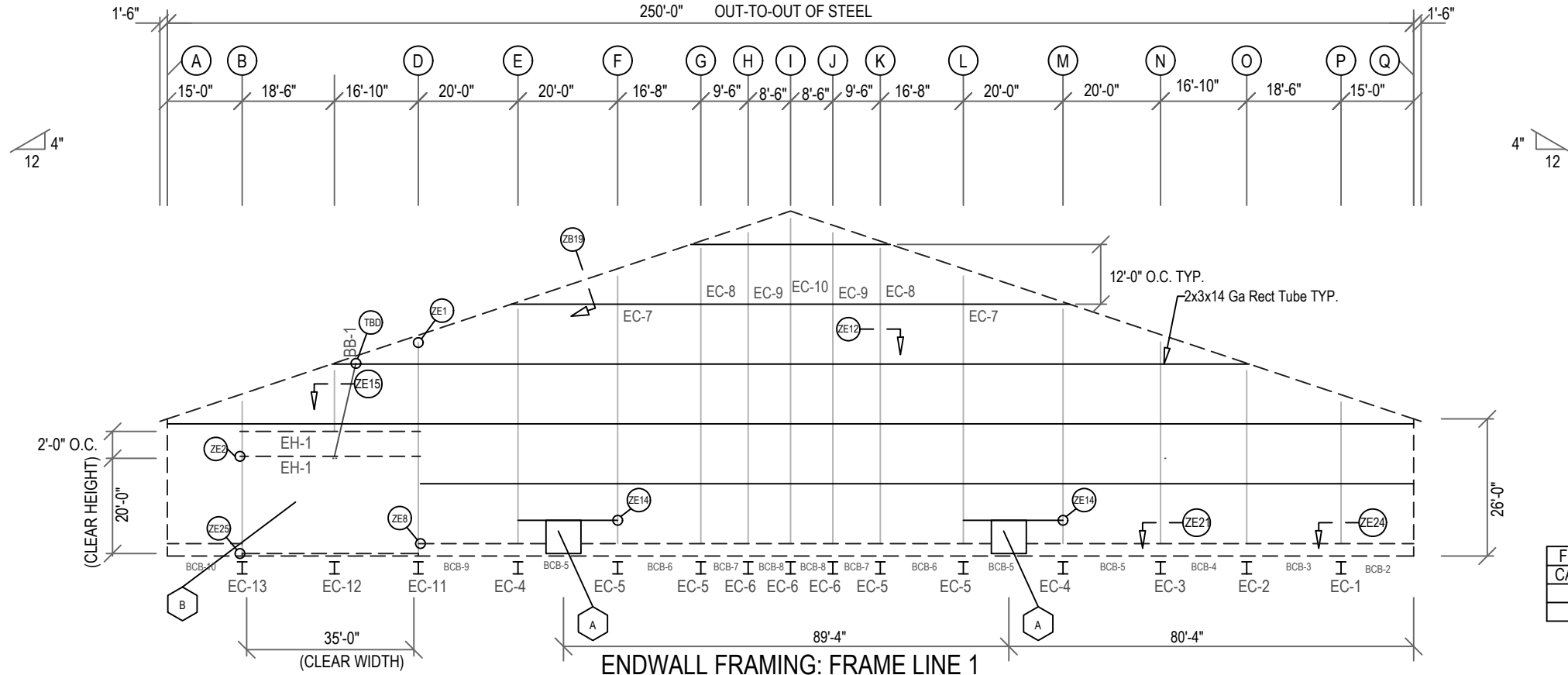
CONTACT PHONE:
615-631-6372

STRUCTURE SKU #:
00122

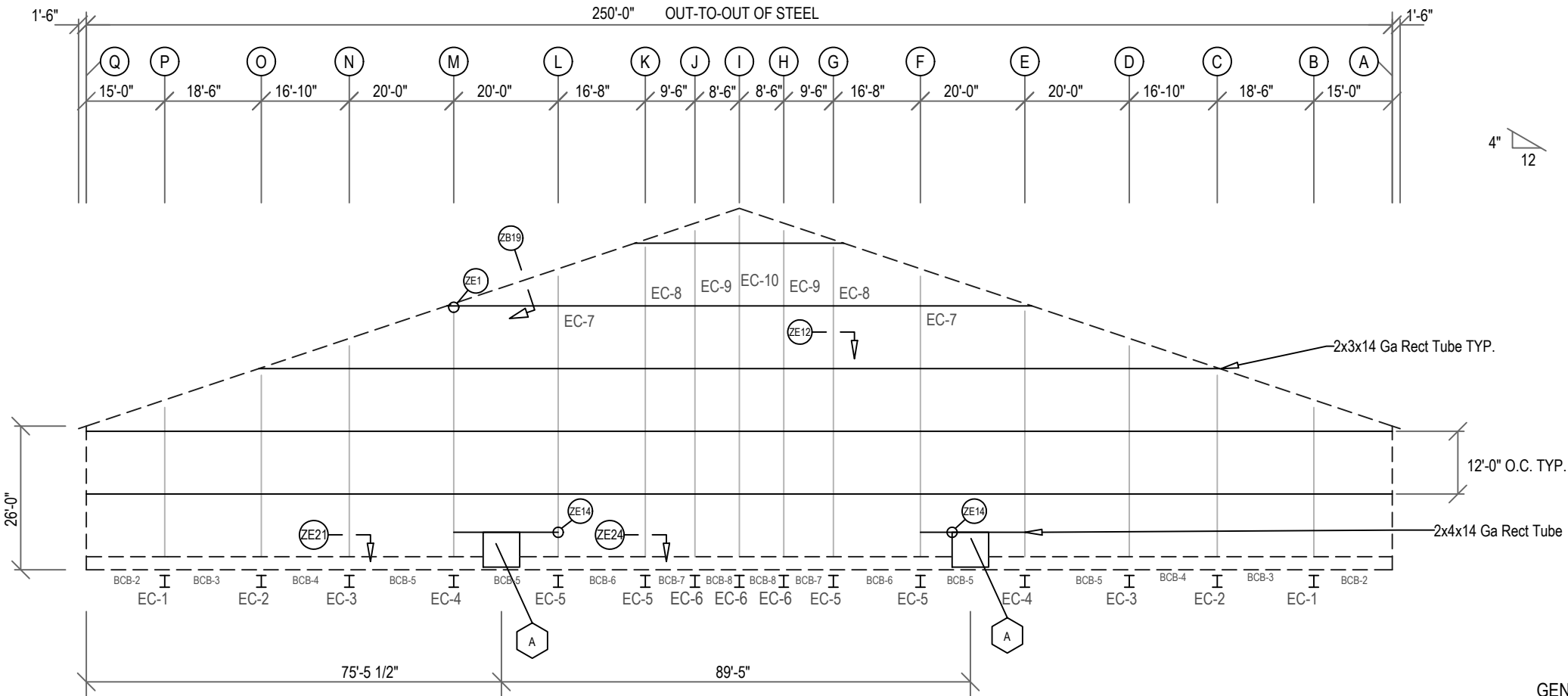
STRUCTURE SIZE:
250'-0" x 380'-10" x 26'-0"

SHEET TITLE:
SIDEWALL ELEVATION

DRAWING DETAILS			
DRAWN BY: JKP		CREATION DATE: 10/23/2019	
REVISIONS:			
NO.	BY:	DATE:	DESCRIPTION:
1	JKP	11/21/2019	UPDATE PER CUSTOMER REQUESTS
2	JKP	12/04/2019	UPDATE PER CUSTOMER REQUESTS
3	JTF	1/22/2019	UPDATE PER CUSTOMER REQUESTS
4			
NO SCALE			SHEET: E6
SHEET SIZE: 11X17			



ENDWALL FRAMING: FRAME LINE 1



ENDWALL FRAMING: FRAME LINE 20

MEMBER TABLE			
FRAME LINE 1			
MARK	PART	SIZE	LENGTH
EC-1	EWCD8X4X3L3010A	8"x4"x3/16" RECT TUBE	301"
EC-2	EWCD10X4X4L3890A	10"x4"x1/4" RECT TUBE	389"
EC-3	EWCD10X4X4L4640A	10"x4"x1/4" RECT TUBE	464"
EC-4	EWCA12X4X4L5430A	12"x4"x1/4" RECT TUBE	543"
EC-5	EWCB12X6X4L4808A	12"x6"x1/4" RECT TUBE	480 3/4"
EC-6	EWCB12X4X4L4808A	12"x4"x1/4" RECT TUBE	480 3/4"
EC-7	---	12"x6"x1/4" RECT TUBE	---
EC-8	---	12"x6"x1/4" RECT TUBE	---
EC-9	---	12"x4"x1/4" RECT TUBE	---
EC-10	---	12"x4"x1/4" RECT TUBE	---
EC-11	---	12"x4"x3/8" RECT TUBE	---
EC-12	---	10"x4"x3/16" RECT TUBE	---
EC-13	---	12"x4"x1/4" RECT TUBE	---
EH-1	---	12"x8"x3/8" RECT TUBE	---
BCB-2	EWBCB4X4X2L150A4	4"x4"x1/8" SQ TUBE	156"
BCB-3	EWBCB4X4X2L210A4	4"x4"x1/8" SQ TUBE	210"
BCB-4	EWBCB4X4X2L189A4	4"x4"x1/8" SQ TUBE	189"
BCB-5	EWBCB4X4X2L228A4	4"x4"x1/8" SQ TUBE	228"
BCB-6	EWBCB4X4X2L186A4	4"x4"x1/8" SQ TUBE	186"
BCB-7	EWBCB4X4X2L102A3	4"x4"x1/8" SQ TUBE	102"
BCB-8	EWBCB4X4X2L90A2	4"x4"x1/8" SQ TUBE	90"
BCB-9	EWBCB4X4X2L222A4	4"x4"x1/8" SQ TUBE	222"
BCB-10	EWBCB4X4X2L162A4	4"x4"x1/8" SQ TUBE	162"
BB-1	-	-	-

FRAME-OUT SCHEDULE		
CALL-OUT	DESCRIPTION	ROUGH OPENING
A	DOUBLE MAN DOOR	VERIFY
B	35'-0" x 20'-0" ROLLUP DOOR	35'-0" x 20'-0"

MEMBER TABLE			
FRAME LINE 20			
MARK	PART	SIZE	LENGTH
EC-1	EWCD8X4X3L3010A	8"x4"x3/16" RECT TUBE	301"
EC-2	EWCD10X4X4L3890A	10"x4"x1/4" RECT TUBE	389"
EC-3	EWCD10X4X4L4640A	10"x4"x1/4" RECT TUBE	464"
EC-4	EWCA12X4X4L5430A	12"x4"x1/4" RECT TUBE	543"
EC-5	EWCB12X6X4L4808A	12"x6"x1/4" RECT TUBE	480 3/4"
EC-6	EWCB12X4X4L4808A	12"x4"x1/4" RECT TUBE	480 3/4"
EC-7	---	12"x6"x1/4" RECT TUBE	---
EC-8	---	12"x6"x1/4" RECT TUBE	---
EC-9	---	12"x4"x1/4" RECT TUBE	---
EC-10	---	12"x4"x1/4" RECT TUBE	---
BCB-2	EWBCB4X4X2L150A4	4"x4"x1/8" SQ TUBE	156"
BCB-3	EWBCB4X4X2L210A4	4"x4"x1/8" SQ TUBE	210"
BCB-4	EWBCB4X4X2L189A4	4"x4"x1/8" SQ TUBE	189"
BCB-5	EWBCB4X4X2L228A4	4"x4"x1/8" SQ TUBE	228"
BCB-6	EWBCB4X4X2L186A4	4"x4"x1/8" SQ TUBE	186"
BCB-7	EWBCB4X4X2L102A3	4"x4"x1/8" SQ TUBE	102"
BCB-8	EWBCB4X4X2L90A2	4"x4"x1/8" SQ TUBE	90"

GENERAL NOTES:

- FAN & LOUVER LOCATIONS ARE APPROXIMATE.
- MAN DOOR FRAMING TO BE 2"x4" TUBE.
- FAN & LOUVER FRAMING TO BE 2"x3" TUBE.

DEVELOPED BY:

ClearSpan

ENGINEERING SERVICES & PRODUCTS CO.
1440 16TH AVENUE SW
DYERSVILLE, IA 52040
P: 563.875.6113
WWW.ESAPCO.COM
WWW.CLEARSPAN.COM

ORDER #: 7565468

CUSTOMER #: 8873881

PROFESSIONAL SEAL

CUSTOMER INFORMATION:
JOHNSON AND BAILEY ARCHITECTS P
100 E VINE ST STE 700
MURFREESBORO, TN 37130

CUSTOMER CONTACT:
LYLE LYNCH

STRUCTURE SKU #:
00122

STRUCTURE SIZE:
250'-0" x 380'-10" x 26'-0"

SHEET TITLE:
ENDWALL ELEVATION

PROFESSIONAL SEAL

CUSTOMER INFORMATION:
JOHNSON AND BAILEY ARCHITECTS P
100 E VINE ST STE 700
MURFREESBORO, TN 37130

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JOHNSON AND BAILEY ARCHITECTS P
100 E VINE ST STE 700
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LYLE LYNCH

STRUCTURE SKU #:
00122

STRUCTURE SIZE:
250'-0" x 380'-10" x 26'-0"

SHEET TITLE:
ENDWALL ELEVATION

DRAWING DETAILS

DRAWN BY: JKP CREATION DATE: 10/23/2019

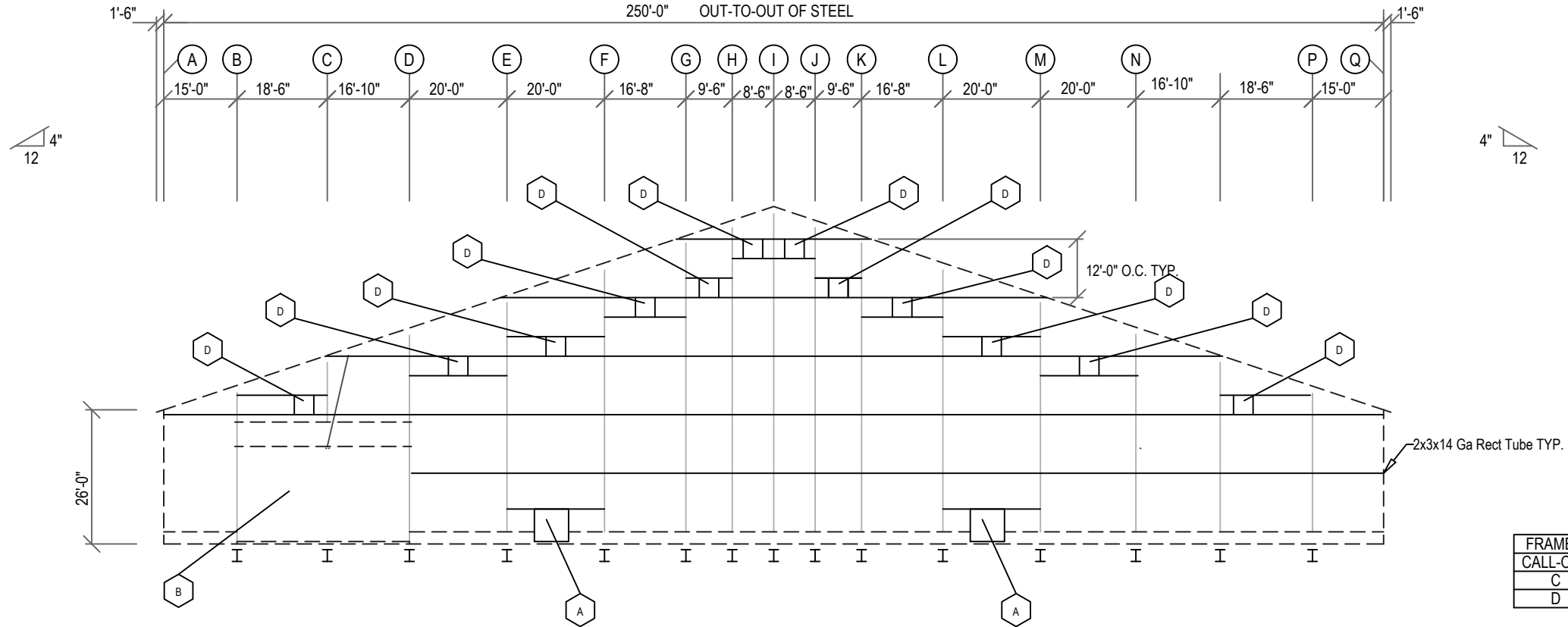
REVISIONS:

NO.	BY:	DATE:	DESCRIPTION:
1	JKP	11/21/2019	UPDATE PER CUSTOMER REQUESTS
2	JKP	12/04/2019	UPDATE PER CUSTOMER REQUESTS
3	JTF	1/22/2019	UPDATE PER CUSTOMER REQUESTS
4			

NO SCALE

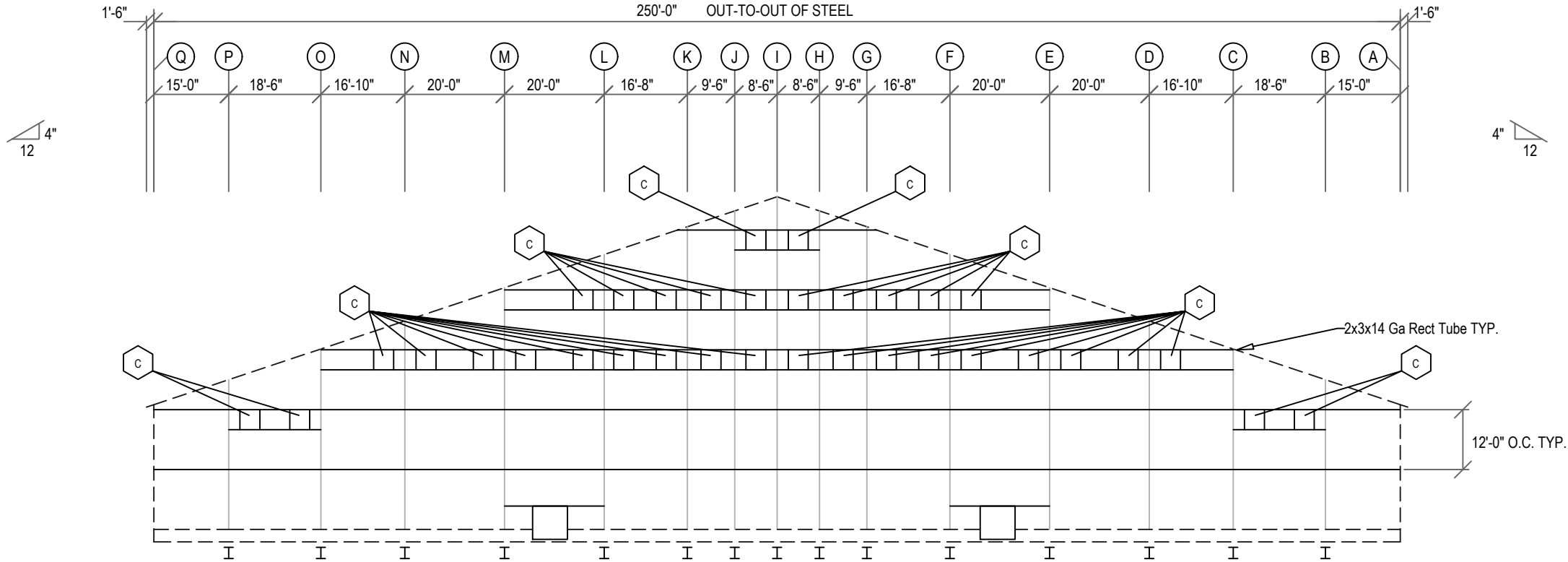
SHEET SIZE: 11X17

SHEET: E7



ENDWALL FRAMING: FRAME LINE 1

FRAME-OUT SCHEDULE		
CALL-OUT	DESCRIPTION	ROUGH OPENING
C	4'-0" x 4'-0" LOUVERS	VERIFY
D	4'-0" x 4'-0" FANS	VERIFY



ENDWALL FRAMING: FRAME LINE 20

GENERAL NOTES:

- 1) FAN & LOUVER LOCATIONS ARE APPROXIMATE.
- 2) MAN DOOR FRAMING TO BE 2"X4" TUBE.
- 3) FAN & LOUVER FRAMING TO BE 2"X3" TUBE.

DEVELOPED BY:

ClearSpan

ENGINEERING SERVICES & PRODUCTS CO.
1440 18TH AVENUE SW
DYERSVILLE, IA 52040
P:563.875.6113
WWW.ESAPCO.COM
WWW.CLEARSPAN.COM

ORDER #: 7565468

CUSTOMER #: 8873881

PROFESSIONAL SEAL

CUSTOMER INFORMATION:
JOHNSON AND BAILEY ARCHITECTS P
100 E VINE ST STE 700
MURFREESBORO, TN 37130

CUSTOMER CONTACT:
LYLE LYNCH

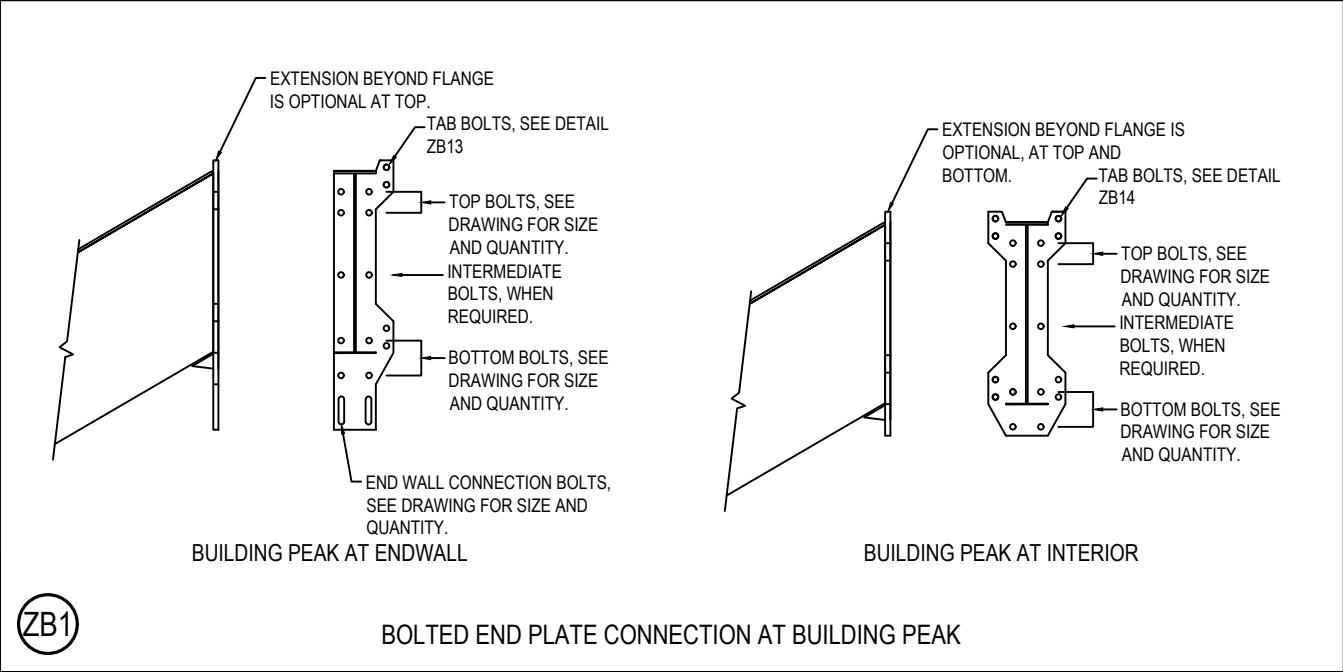
CONTACT PHONE:
615-631-5372

STRUCTURE SKU #:
00122

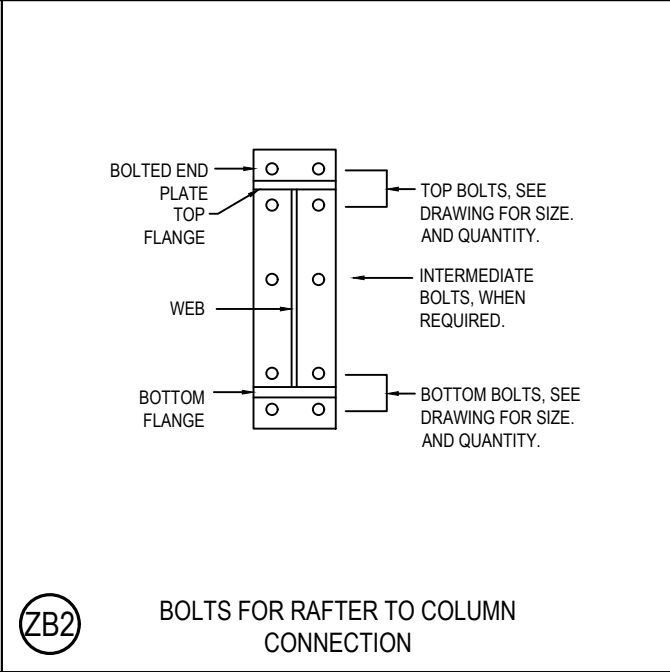
STRUCTURE SIZE:
250'-0" x 380'-10" x 26'-0"

SHEET TITLE:
ENDWALL ELEVATION

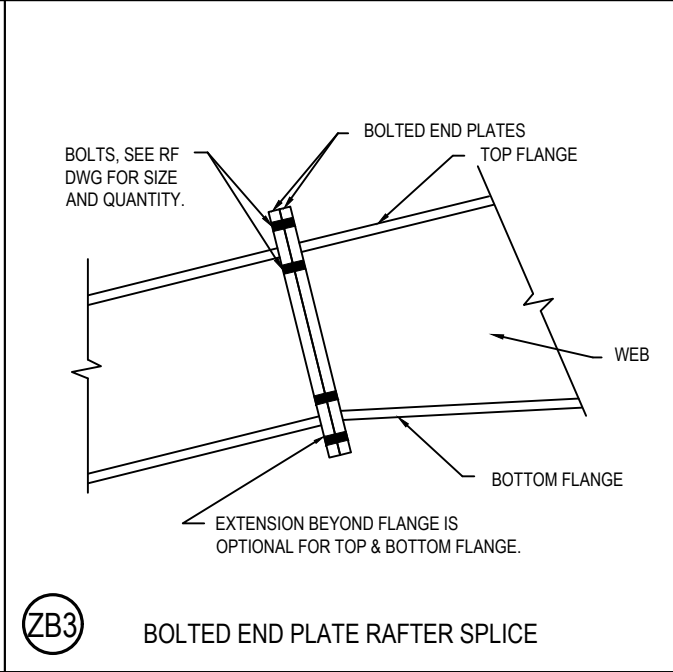
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DRAWN BY: JKP		CREATION DATE: 10/23/2019	
REVISIONS:			
NO.	BY:	DATE:	DESCRIPTION:
1	JKP	11/21/2019	UPDATE PER CUSTOMER REQUESTS
2	JKP	12/04/2019	UPDATE PER CUSTOMER REQUESTS
3	JTF	1/22/2019	UPDATE PER CUSTOMER REQUESTS
4			
NO SCALE			SHEET: E8
SHEET SIZE: 11X17			



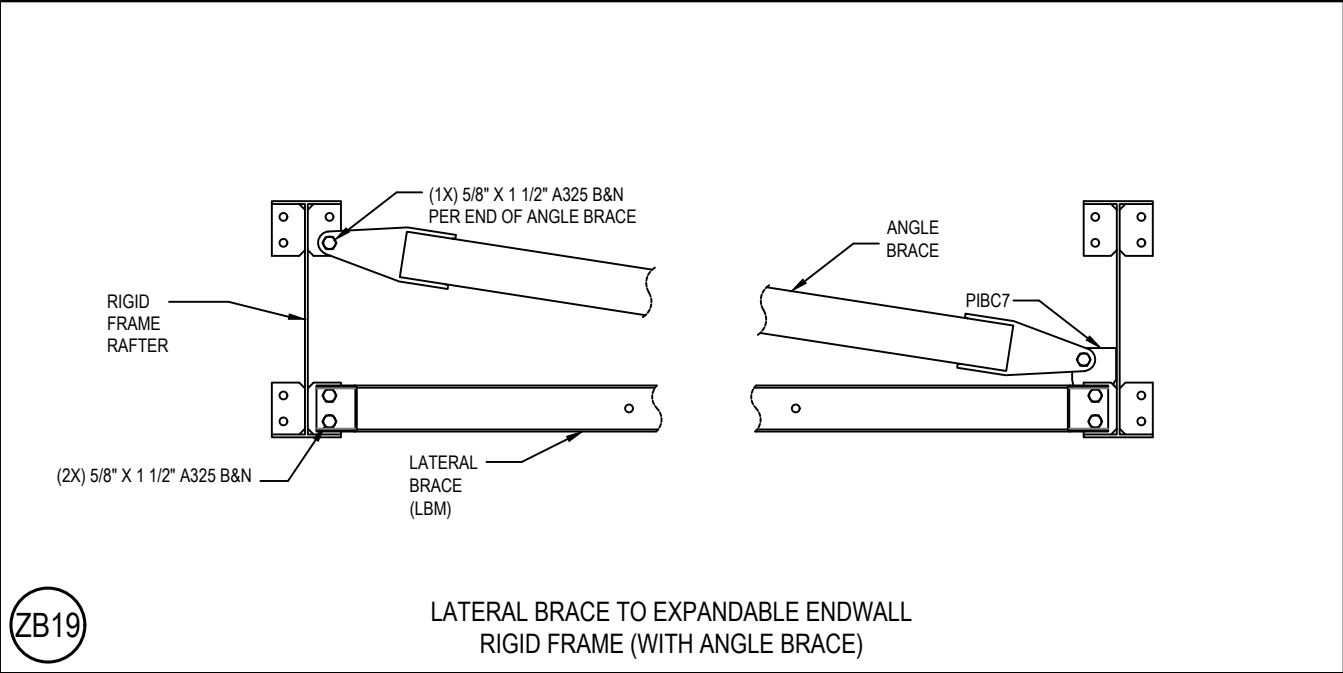
ZB1 BOLTED END PLATE CONNECTION AT BUILDING PEAK



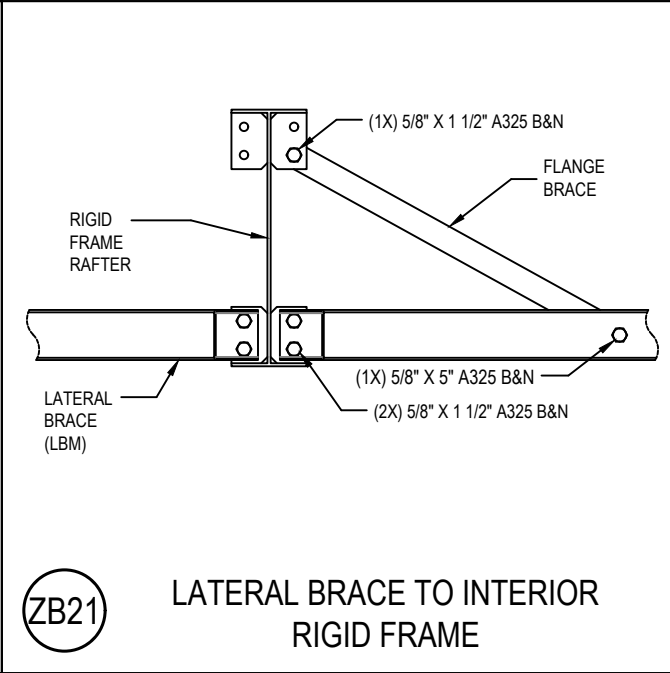
ZB2 BOLTS FOR RAFTER TO COLUMN CONNECTION



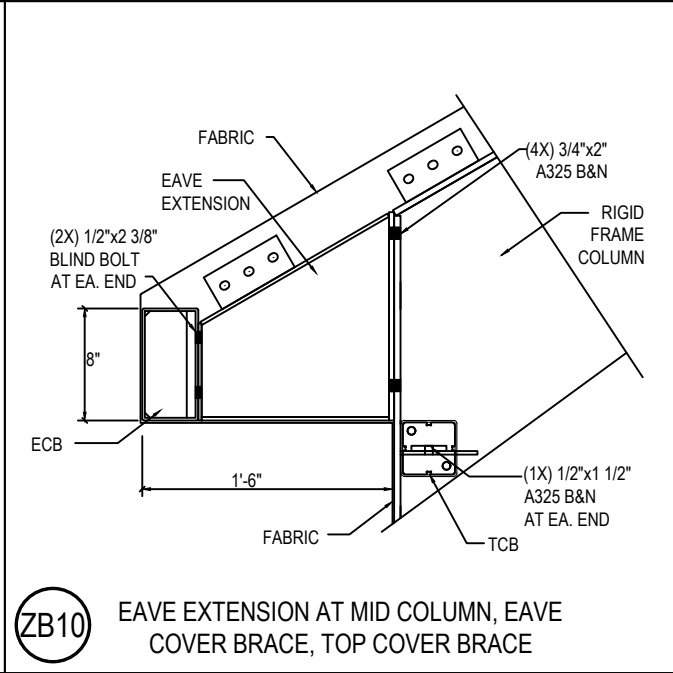
ZB3 BOLTED END PLATE RAFTER SPLICE



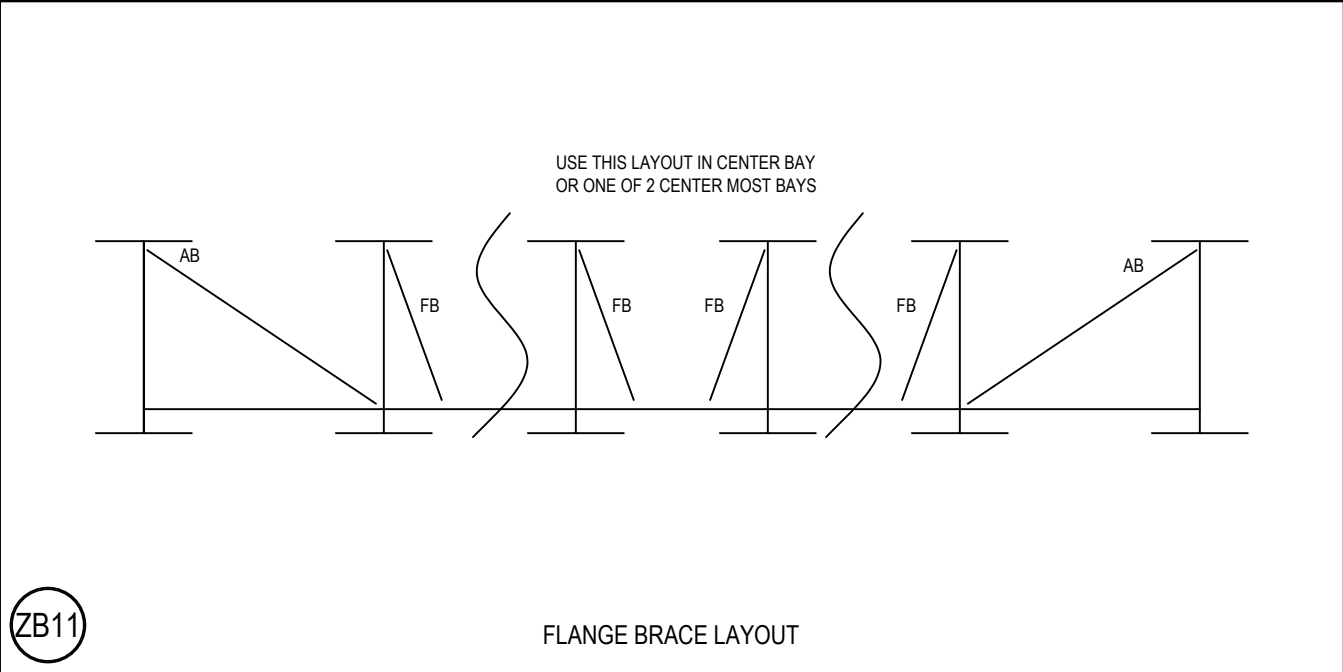
ZB19 LATERAL BRACE TO EXPANDABLE ENDWALL RIGID FRAME (WITH ANGLE BRACE)



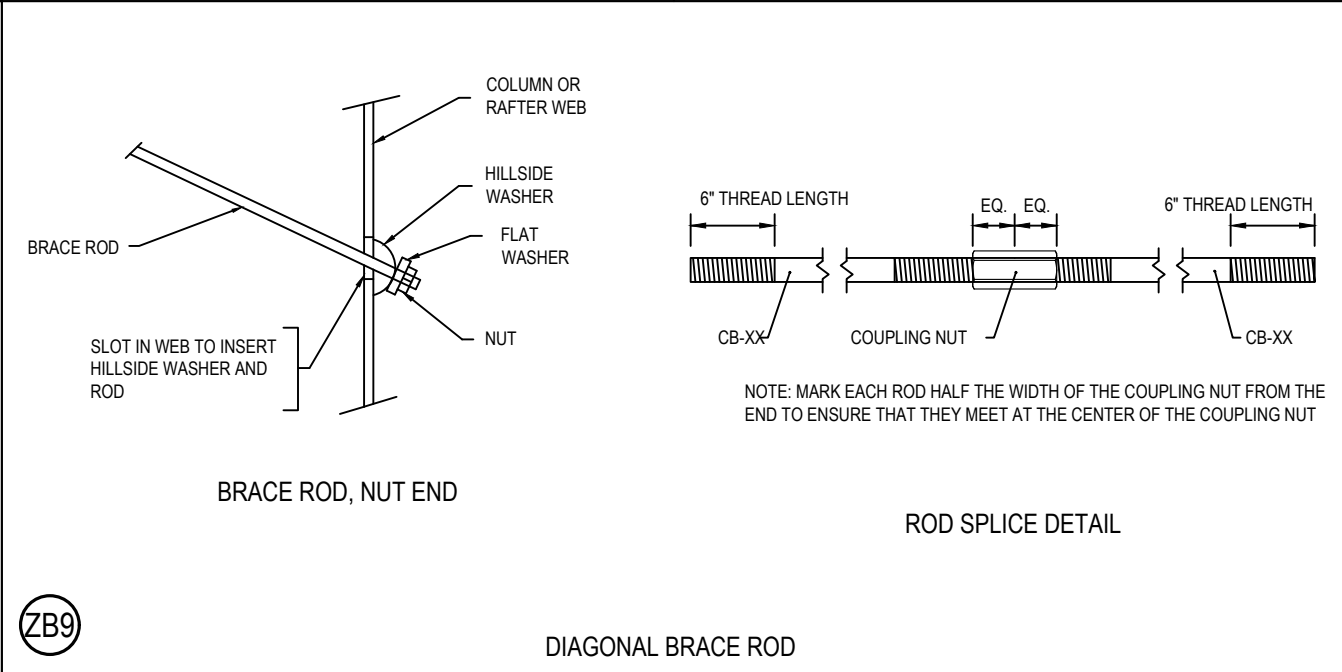
ZB21 LATERAL BRACE TO INTERIOR RIGID FRAME



ZB10 EAVE EXTENSION AT MID COLUMN, EAVE COVER BRACE, TOP COVER BRACE



ZB11 FLANGE BRACE LAYOUT



ZB9 DIAGONAL BRACE ROD

DEVELOPED BY:

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ENGINEERING SERVICES & PRODUCTS CO.
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WWW.CLEARSPAN.COM

ORDER #: 7565468

CUSTOMER #: 8873881

PROFESSIONAL SEAL

PROFESSIONAL SEAL

CUSTOMER INFORMATION:
JOHNSON AND BAILEY ARCHITECTS P
100 E VINE ST STE 700
MURFREESBORO, TN 37130

CUSTOMER CONTACT:
LYLE LYNCH

CONTACT PHONE:
615-631-5372

STRUCTURE SKU #:
00122

STRUCTURE SIZE:
250'-0" x 380'-10" x 26'-0"

SHEET TITLE:
CONNECTION DETAILS

DRAWING DETAILS

DRAWN BY: JKP CREATION DATE: 10/23/2019

REVISIONS:

NO.	BY:	DATE:	DESCRIPTION:
1	JKP	11/21/2019	UPDATE PER CUSTOMER REQUESTS
2	JKP	12/04/2019	UPDATE PER CUSTOMER REQUESTS
3	JTF	1/22/2019	UPDATE PER CUSTOMER REQUESTS
4			

NO SCALE

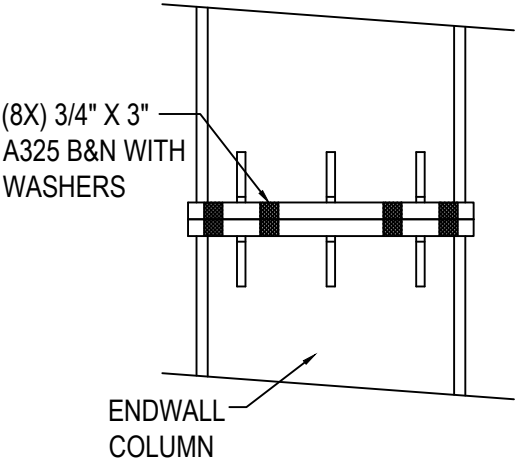
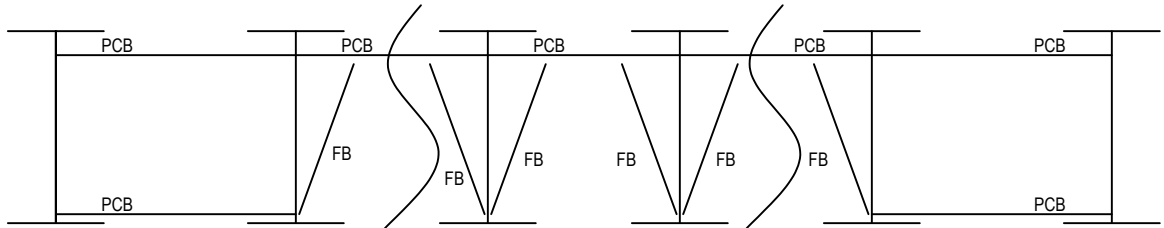
SHEET SIZE: 11X17

SHEET: D1

Double Flange and Angle
Brace Detail TBD

Double Flange and Angle
Brace Layout Detail TBD

Kickback to Rigid
Frame Detail TBD

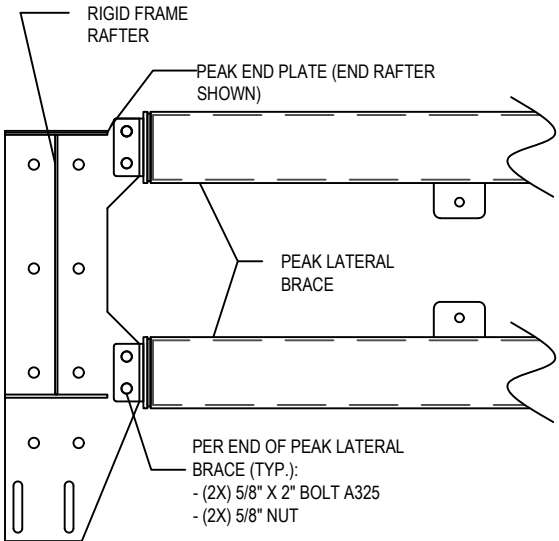


ZB12

PEAK BRACE LAYOUT

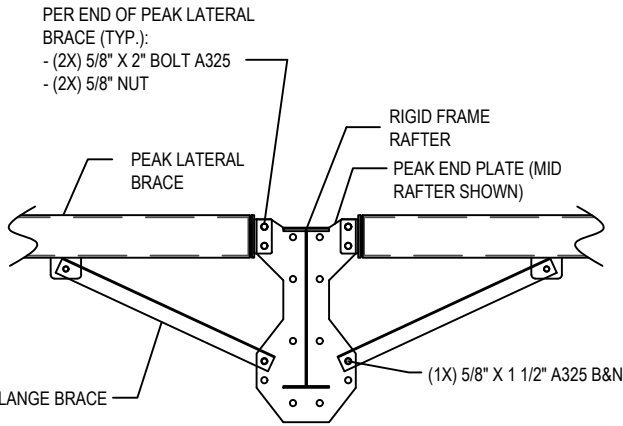
ZE12

ENDWALL COLUMN AT BOLTED SPLICE



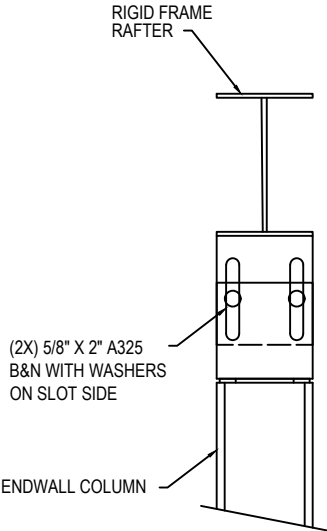
ZB13

PEAK LATERAL BRACE CONNECTION
(EXTERIOR)



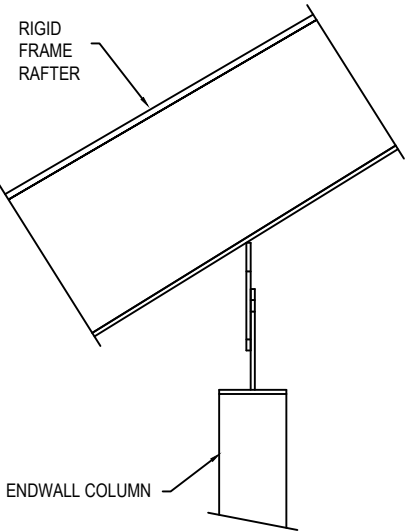
ZB14

PEAK LATERAL BRACE
CONNECTION (INTERIOR)



ZE1

COLUMN TO RIGID FRAME RAFTER



DEVELOPED BY:
ClearSpan
ENGINEERING SERVICES & PRODUCTS CO.
1440 16TH AVENUE SW
DYERSVILLE, IA 52040
P:563.875.6113
WWW.ESAPCO.COM
WWW.CLEARSPAN.COM

ORDER #: 7565468

CUSTOMER #: 8873881

PROFESSIONAL SEAL

CUSTOMER INFORMATION:
JOHNSON AND BAILEY ARCHITECTS P
100 E VINE ST STE 700
MURFREESBORO, TN 37130

CONTACT PHONE:
615-631-6372

CUSTOMER CONTACT:
LYLE LYNCH

STRUCTURE SKU #:
00122

STRUCTURE SIZE:
250'-0" x 380'-10" x 26'-0"

SHEET TITLE:
CONNECTION DETAILS

DRAWING DETAILS

DRAWN BY: JKP CREATION DATE: 10/23/2019

REVISIONS:

NO.	BY:	DATE:	DESCRIPTION:
1	JKP	11/21/2019	UPDATE PER CUSTOMER REQUESTS
2	JKP	12/04/2019	UPDATE PER CUSTOMER REQUESTS
3	JTF	1/22/2019	UPDATE PER CUSTOMER REQUESTS
4			

NO SCALE

SHEET SIZE: 11X17

SHEET: D2

HEADER	BRACKET	BLIND BOLT (PER BRACKET)	TEK SCREW (PER BRACKET)
EH-1	TBD	TBD	TBD

ZE2 HEADER TO COLUMN CONNECTION

COLUMN	BRACKET	BLIND BOLT (PER BRACKET)	TEK SCREW (PER BRACKET)
EC-11	PIBEWCCL2	(3X) 1/2" BLIND BOLT	(8X) #12 X 1 1/2", #5 DRILL POINT
EC-13	PIBEWCCL2	(3X) 1/2" BLIND BOLT	(8X) #12 X 1 1/2", #5 DRILL POINT

ZE8 DOOR COLUMN TO BASE CONNECTION

ZE18 BOTTOM COVER BRACE (BCB) TO CORNER COLUMN FLANGE

ZE15 ENDWALL CONNECTION ABOVE HEADER

ZE21 ENDWALL BOTTOM COVER BRACE (BCB) CONNECTION TO ENDWALL COLUMN

BRACKET	BLIND BOLT (PER BRACKET)	TEK SCREW (PER BRACKET)
PIBEWCCL1	(2X) 1/2" BLIND BOLT	(8X) #12 X 1 1/2", #5 DRILL POINT
PIBEWCCL2L	(3X) 1/2" BLIND BOLT	(8X) #12 X 1 1/2", #5 DRILL POINT
PIBEWCCL2R	(3X) 1/2" BLIND BOLT	(8X) #12 X 1 1/2", #5 DRILL POINT
EWHB3X6X8T25S1	(2X) 1/2" BLIND BOLT	(8X) #12 X 1 1/2", #5 DRILL POINT

ZE24 ENDWALL COLUMN TO BASE PLATE CONNECTION

ZS6 SIDEWALL BASE COVER BRACE (BCB) CONNECTION

DEVELOPED BY:

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DYERSVILLE, IA 52040
P:563.875.6113
WWW.ESAPCO.COM
WWW.CLEARSPAN.COM

ORDER #: 7565468

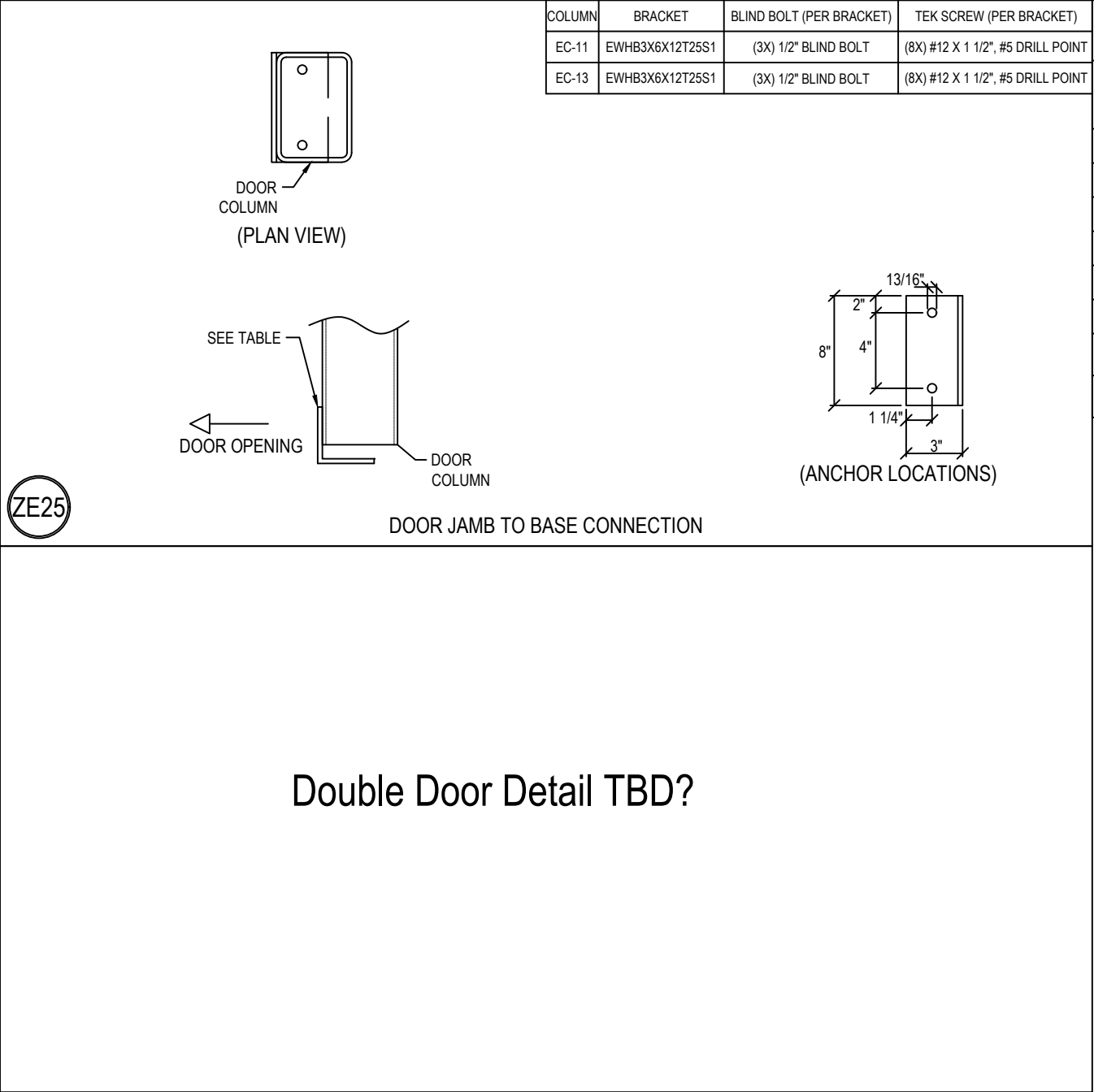
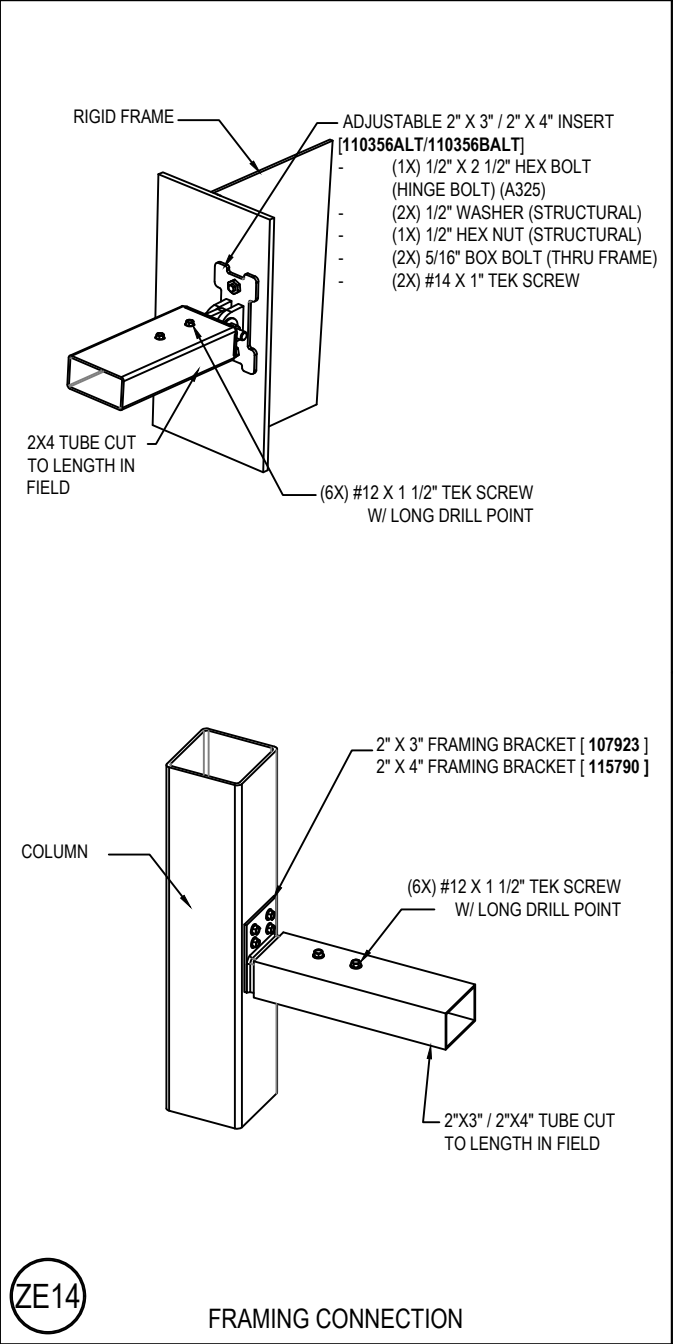
CUSTOMER #: 8873881

PROFESSIONAL SEAL

PROFESSIONAL SEAL

CUSTOMER INFORMATION: JOHNSON AND BAILEY ARCHITECTS P 100 E VINE ST STE 700 MURFREESBORO, TN 37130	CONTACT PHONE: 615-631-5372	STRUCTURE SKU #: 00122	STRUCTURE SIZE: 250'-0" x 380'-10" x 26'-0"	SHEET TITLE: CONNECTION DETAILS
	CUSTOMER CONTACT: LYLE LYNCH			

DRAWING DETAILS				
DRAWN BY:		JKP		
CREATION DATE:		10/23/2019		
REVISIONS:				
NO.	BY:	DATE:	DESCRIPTION:	
1	JKP	11/21/2019	UPDATE PER CUSTOMER REQUESTS	
2	JKP	12/04/2019	UPDATE PER CUSTOMER REQUESTS	
3	JTF	1/22/2019	UPDATE PER CUSTOMER REQUESTS	
4				
NO SCALE				
SHEET SIZE: 11X17				SHEET: D3



COLUMN	BRACKET	BLIND BOLT (PER BRACKET)	TEK SCREW (PER BRACKET)
EC-11	EWHB3X6X12T25S1	(3X) 1/2" BLIND BOLT	(8X) #12 X 1 1/2", #5 DRILL POINT
EC-13	EWHB3X6X12T25S1	(3X) 1/2" BLIND BOLT	(8X) #12 X 1 1/2", #5 DRILL POINT

BLIND BOLT HOLE SIZES & INSTALLATION TORQUE		
BLIND BOLT DIA.	HOLE DIA.	INSTALLATION TORQUE
1/4"	7/16"	14 FT-LB
5/16"	9/16"	18 FT-LB
3/8"	3/4"	33 FT-LB
1/2"	13/16"	59 FT-LB
5/8"	1 1/16"	140 FT-LB
3/4"	1 5/16"	221 FT-LB
NOTE: REFER TO BLIND BOLT TECHNICAL DATA FOR MORE INFORMATION IF USING BLIND BOLTS.		
NOTE: HOLLO-BOLT AND BOX BOLT ARE ACCEPTABLE BLIND BOLTS.		

DEVELOPED BY:

ClearSpan

ENGINEERING SERVICES & PRODUCTS CO.
1440 16TH AVENUE SW
DYERSVILLE, IA 52040
P:563.875.6113
WWW.ESAPCO.COM
WWW.CLEARSPAN.COM

ORDER #: 7565468

CUSTOMER #: 8873881

PROFESSIONAL SEAL

CUSTOMER INFORMATION: JOHNSON AND BAILEY ARCHITECTS P 100 E VINE ST STE 700 MURFREESBORO, TN 37130	CONTACT PHONE: 615-631-5372	STRUCTURE SKU #: 00122	STRUCTURE SIZE: 250'-0" x 380'-10" x 26'-0"	SHEET TITLE: CONNECTION DETAILS
	CUSTOMER CONTACT: LYLE LYNCH			

DRAWING DETAILS		
DRAWN BY:	JKP	CREATION DATE: 10/23/2019
REVISIONS:		
NO.	BY:	DATE: DESCRIPTION:
1	JKP	11/21/2019 UPDATE PER CUSTOMER REQUESTS
2	JKP	12/04/2019 UPDATE PER CUSTOMER REQUESTS
3	JTF	1/22/2019 UPDATE PER CUSTOMER REQUESTS
4		
NO SCALE		SHEET: D4
SHEET SIZE: 11X17		

State of _____)
)ss.
County of _____)

AFFIDAVIT ON COMPLIANCE WITH DRUG-FREE WORKPLACE ACT

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

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

Further affiant sayeth naught.

Signed: _____

Printed Name and Title

[NOTE: Affidavit is invalid if printed name and title is incomplete]

Subscribed and sworn to me this _____ day of _____, 20____.

By: _____

Title: _____

My commission expires: _____

State of _____)
) ss.
County of _____)

Affidavit of Non-Collusion

_____, being first duly sworn,
deposes and says that:

- (1) Representative is _____
(owner, partner, officer, representative, or agent)
of _____ the Bidder who
has submitted the attached Bid;
- (2) Representative is fully informed respecting the preparation and contents of the attached Bid and of all
pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or
parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or
indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the
Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such
Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or
conference with any other Bidder, firm, or person, to fix the price or prices in the attached Bid or of any other
Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid prices of any other Bidder,
or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against
the Owner or any person interested in the Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion,
conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives,
owner, employees, or parties in interest, including this affiant.

Signed: _____

Printed Name and Title ***[NOTE: AFFIDAVIT INVALID IF NOT COMPLETED]***

Subscribed and sworn to me this _____ day of _____, 20____.

By: _____

Title: _____

My commission expires: _____

State of _____)
)ss.
County of _____)

Affidavit of Compliance with The Iran Divestment Act

As of July 1, 2016, T.C.A. § 12-12-101, *et seq.* (the “Act”) requires that no person engaged in investment activities in Iran, as specified by the Act, contract with a political subdivision of the State of Tennessee and that any contract entered into with a political subdivision of the state is void *ab initio*.

When submitting a bid for the Project described in the Agreement, Contractor certified as required by the Act as follows:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

Therefore, the undersigned affiant swears upon his or her oath or affirmation as follows:

1. The contracting entity and all controlling parties are in compliance with the Act, and if this bid for the Project was a joint bid, to the best of affiant’s knowledge and belief all joint bidders are in compliance with the Act.
2. Affiant has the full power, knowledge, and authority to make this Certification.

Further affiant sayeth naught.

Signed: _____

Printed Name and Title

[NOTE: Affidavit is invalid if printed name and title is incomplete]

Subscribed and sworn to me this _____ day of _____, 20____.

By: _____

Title: _____

My commission expires: _____



TENNESSEE SALES OR USE TAX
GOVERNMENT CERTIFICATE OF EXEMPTION

TO: Vendor's Name ClearSpan Fabric Structures International, Inc.
Vendor's Address 1395 John Fitch Blvd., South Windsor, CT 06074

The undersigned hereby certifies that the purchases of tangible personal property or services being made on this certificate of exemption are being made by the State of Tennessee, or a county or municipality within the State of Tennessee, or the Federal Government, or an agency thereof and are for the use of the government or agency.

The undersigned further certifies that the said government or agency is making the purchase direct from the above named vendor, will obtain title or has title to the property immediately when it is delivered, and will use public funds to pay directly to the above named vendor for the tangible personal property or services obtained upon this certificate of exemption.

Name of government or agency City of Murfreesboro

Date: 2/26/20

Signed: Melissa B. Wright

Title: City Recorder



ClearSpan™ Fabric Structures
International, Inc.

Quick Guide to Preventative Maintenance and Care

1. Complete and return all warranty documentation.
2. Perform all initial and periodic inspections.
3. Follow the instructions under the Truss Arch Care heading.
4. Contact your ClearSpan™ representative for answers to your Truss Arch questions.
5. Direct all warranty and warranty-related questions to our ClearSpan™ customer service department at 1.800.245.9881.

TRUSS ARCH MAINTENANCE AND CARE

Inspecting your Truss Arch building after construction and throughout the year is essential. Periodic inspections help maintain the structural integrity of the building and can identify conditions and components that require attention. Read the following information and complete the inspections as presented to adequately and properly maintain and care for your Truss Arch building.

ATTENTION: Failing to complete these post-construction inspections in a timely manner and as instructed may result in injury and damage and may invalidate the warranty.

Initial Inspection

Immediately after completing the construction of your building, check these items:

- Inspect frame components to verify that all connections are tight and to ensure that all bolts and nuts are installed and tight. If fasteners are missing, install the recommended fasteners and tighten. Document any damaged frame components and contact your ClearSpan™ representative for solutions.
- Verify that all cable assemblies (if equipped) are installed and that the turnbuckles are tight.
- Inspect the points where cables are attached to the frame to ensure that no part of the cable is in a position that will damage the main cover or end panels (if equipped).
- Check all fasteners used to secure the frame to the site (or foundation). *ClearSpan™ is not responsible for the design, construction, or maintenance of the foundation.*
- Recheck all mounting bolts for the ratchets and winches used to secure the main cover and end panels (if equipped).
- Inspect all main cover straps to verify that none was damaged during installation. (To ensure that the cover is properly secure, replace any strap that is frayed or damaged.)
- Verify that all main cover straps are properly and equally tightened. Use a torque wrench on winches to ensure that straps are tightened equally (35-45 ft lbs.). **DO NOT EXCEED 45 FT LBS. OF TORQUE.**
- Inspect the cover and end panels (if equipped) for punctures or damage that may have occurred during construction. Contact your sales representative for suggestions if you need to repair cover or end panel damage.
- If equipped with an end wall and doors, inspect the doors and verify that they are properly installed and adjusted. Open and close each door to ensure that it operates as designed. Read all documentation included with the door to properly adjust and maintain it.

Periodic Inspection (Perform this inspection 1-2 weeks after construction is complete.)

Beginning after construction and throughout the life of your building, regional conditions (geologic, meteorologic, etc.) and overall use can affect components of your Truss Arch building. Perform the following inspection 1-2 weeks after completing construction:

- Tighten all straps. Torque straps equally at 35-45 ft. lbs. New covers and end panels may relax after installation. Temperature can also affect the cover material. If covers and end panels were installed during cloudy or cold conditions, check and tighten the strap tension on the first warm, sunny day *after* the covers and panels were installed.

Periodic Inspection (continued)

- Return to each cable assembly and retighten the turnbuckles to ensure that they remain tight. Do not overtighten.
- Inspect the cover (and end panels if equipped) for punctures or damage. Also ensure that the contents of the Truss Arch building are not touching or rubbing on the cover or end panels. Repair all cover and end panel damage as instructed by your ClearSpan™ representative.
- Recheck all doors (if equipped) to verify that they are operating properly.

Semi-Annual Inspections

In addition to the items in the above inspections, check the items that follow *at least* two (2) times throughout the year. (Allow a few months to pass between each inspection *unless weather conditions, weather-related events, or regional influences warrant more frequent inspections.*) Complete the following:

- Verify that all winch (if equipped) and ratchet mounting bolts are tight.
- Inspect all straps. Replace worn or frayed straps immediately. Evenly tighten all straps to 35-45 ft. lbs.
- Inspect the cover for worn or damaged areas. Repair as needed and as instructed by your ClearSpan™ representative.
- Check anchor system components and fasteners to verify that these are in good repair and tight.
- Check base plate bolts to ensure that these are tight and in place.
- Inspect all cable assemblies and tighten turnbuckles if needed. Verify that cables are not rubbing on the frame or cover. Replace broken or worn cables immediately.
- Verify that the contents of the building are not touching or rubbing on the main cover or end panels (if equipped).
- Inspect building components for damage resulting from use. Repair or replace damaged components as instructed by your ClearSpan™ representative.
- Consult the maintenance and care information included with original equipment manufacturer (OEM) components such as pedestrian and overhead doors and service these items as instructed. Contact the OEM for replacement parts and additional servicing information.
- Inspect the foundation. Report any changes, damages, or issues to the contractor responsible for the construction of the foundation. If damage or defects are found, repair as needed and inspect the building components to verify that the building was not affected by the damaged foundation. If the foundation requires repairs, contact a qualified professional to inspect the foundation *after* repairs are made to verify that the foundation is adequate to support the building. *ClearSpan™ is not responsible for the design, construction, or maintenance of the foundation.*

Truss Arch Care

Proper care of your Truss Arch building is important and helps prolong the life of its components. Check the following items periodically to properly care for your Truss Arch building:

- Perform all initial and periodic inspections as previously instructed.
- Remove debris and objects that accumulate on the cover. Use tools that will not damage the cover when removing debris.
- Clean the main cover as needed to remove dirt and grime that can damage the cover and end panel material. Use mild soap and water from a faucet-pressure system, or a pressure washer using the "low-pressure" setting. *Do not use water sprayed from a high-pressure system to clean the cover or end panel.* Damage to the fabric may occur.
- Do not climb or stand on the frame or cover at anytime.
- Remove snow to prevent excess accumulation. Use tools that will not damage the cover when removing snow.

Truss Arch Care (continued)

- Check the building contents and verify that nothing is touching the cover or the end panels (if equipped) that could cause damage.
- Check the anchoring system to ensure that all components are tight and in good repair.
- If needed, contact your ClearSpan™ representative for replacement parts, or for answers to your Truss Arch care and maintenance questions.
- Service all OEM components according to the information provided by the manufacturer.

Special Conditions and Precautions

Snow Accumulation: In areas where snow is common, establish an area *around the perimeter* of the building where snow can safely slide off the cover without damaging the building or its surroundings. **Remove snow that accumulates on or around the building. To prevent damage to the building and its contents, do not allow snow to buildup along the sides or on the building.**

Extreme Weather: Occurrences of severe or extreme weather may damage your building or cover or both. Consult the warranty information that shipped with your building for answers to your warranty questions, or contact your ClearSpan™ representative for additional information.

Additional Maintenance and Care Instructions for Harsh or Corrosive Environments (Recommended)

Some environments require additional steps to properly maintain and care for the Truss Arch building. In addition to the above inspections and care requirements, the following recommendations can further protect the building and its components.

- Use caution when storing corrosive materials inside the building. Do not allow the contents of the building to touch the metal frame parts, cover, or end panel (if equipped).
- Remove any liquid or solids that spill, splash, or come in contact with the building components.
- Lubricate all ratchets, winches, turnbuckles, and fasteners with a film lubricate (e.g., WD-40®) that protects parts from moisture, corrosion, and other affects resulting from a harsh environment.
- Remove environmental residue from the frame, frame components, and cover and end panel material. (See the previous information regarding the cleaning of the cover and end panel materials.) See also the note that follows.

ATTENTION: The use of water to remove some contaminants may be dangerous. Consult a qualified professional when in doubt and to safely remove materials that react violently with water. *Storing these and other chemicals inside the Truss Arch building is not recommended.*

- If manufacturing occurs in or around the Truss Arch building, verify that fumes, residue, and airborne pollutants resulting from that manufacturing are properly managed in an environmentally-sound manner. To ensure structural integrity, protect the components of the Truss Arch building from manufacturing by-products that cause corrosion, or that could weaken or deteriorate the main cover (or end panel) fabric and the main cover security straps.
- To prevent damage, injury, or both, replace deteriorated, damaged, or inoperable parts immediately. Contact your ClearSpan™ representative for all replacement parts.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Smith Brothers Insurance, LLC. 68 National Drive Glastonbury, CT 06033	CONTACT NAME: Kate Bordonaro PHONE (A/C, No, Ext): (860) 430-3244 FAX (A/C, No): E-MAIL ADDRESS: kbordonaro@smithbrothersusa.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Insurance Company INSURER B: Charter Oak Fire Insurance Co INSURER C: Travelers Property Casualty Co of Amer INSURER D: INSURER E: INSURER F:
INSURED Engineering Services & Products Co. Inc. d/b/a Farmtek, d/b/a Tek Supply, dba Growspan Clearspan Fabric Structures Int'l Inc. 1395 John Fitch Boulevard South Windsor, CT 06074-1001	NAIC # 25623 25615 25674

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6308P621994	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-8P624290	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP 8P720634	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB8P646780	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance.

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

TRUSS ARCH LIMITED WARRANTY

A. Limited Warranty: Explanation of Truss Arch Limited Warranty Coverage

Engineering Services & Products Company (herein referred to as ESAPCO) warrants to the Original Building Owner (herein referred to as the Building Owner) that—under normal use, proper installation, maintenance, and those conditions identified in this warranty—new main building frame and end frame components manufactured by ESAPCO and as described in this document are free from manufacturing and material defects. Main building frame covers and end frame panels are also warranted to the Building Owner as described below. *This warranty runs on a straight-line amortization. All repair or replacement costs are pro-rated per year beginning on the day of shipment for the period identified below:*

- **Main Building Frame (50-Year):** Trusses, purlins, and manufactured brackets; does not include cable, cable assemblies, clamps, winches, ratchets, strapping, fasteners, PVC conduit, and other small parts.
- **End Frame (5-Year):** Vertical columns, horizontal braces and frame members, and manufactured brackets; does not include cable, cable assemblies, clamps, winches, ratchets, strapping, fasteners, PVC conduit, and other small parts.
- **Main Building Frame Cover (20-Year for Non-Flame Retardant Material; 10-Year for Flame Retardant Material and Vinyl):** Consists of panels for the main building frame only. Does not include any components used to secure cover panel(s) to the main building frame. *Main Building Frame Cover warranty does not include roll-up panels separate from the main cover and that can be removed independent of the main cover, or any portion of the main cover that may roll up.*
- **End Frame Panels (5-Year):** Consists of the panel(s) used to cover an end frame that was designed, manufactured, and approved by ESAPCO only. *Zippered end panels and those covering an end frame not manufactured and approved by ESAPCO are not warranted.* Excludes all components used to secure the end panel(s) to the end frame.
- **Fabric Doors (1-Year):** Applies to the door membrane only. Excludes all door hardware, conduit, and related components used to secure or raise and lower the door.
- **Small Components (1-Year):** Includes cable, clamps, cable thimbles, turnbuckles, winches, ratchets, fasteners, strapping, PVC conduit, and other small parts.

ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. THERE IS NO GUARANTEE OF SNOW LOAD OR WIND LOAD UNLESS THE BUILDING OWNER HAS RECEIVED *STAMPED ENGINEERED DRAWINGS WITH THE BUILDING*. IF STAMPED ENGINEERED DRAWINGS ARE NOT RECEIVED WITH THE BUILDING, ESAPCO DOES NOT WARRANT THAT THE FRAME WILL COMPLY WITH LOCAL OR STATE BUILDING CODES IN THE LOCATION WHERE THE BUILDING IS ERECTED. THIS WARRANTY IS INTENDED BY BOTH PARTIES TO BE THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT.

B. Registration and Requirements

This limited warranty agreement is valid only when *all* of the following conditions are met:

- Building has been erected according to the instructions and drawings;
- Contractors assembling the building are qualified and experienced in erecting structures similar in design and size;
- Completed Limited Warranty registration card and required photos have been returned and received *within 60 days of the building installation*;
- All required photos have been *approved* by ESAPCO.

When the above conditions are satisfied, a Certificate of Warranty will be made available. If a review of the submitted photos reveals incorrect component installation or other deficiencies, a Certificate of Warranty may be withheld until the deficiencies are corrected and additional photos have been submitted for review. Once the photos are approved by ESAPCO, a Certificate of Warranty will be made available. *The Certificate of Warranty applies to the original building owner and is non-transferable.*

TRUSS ARCH LIMITED WARRANTY

(continued)

C. Building Owner's Sole and Exclusive Remedy

In the event that there is a claim of the warranty as set forth in Section A, ESAPCO will, at its sole option, repair the defect or replace the defective part with a new, used, or rebuilt component. If it is determined by ESAPCO that a repair or replacement of the defective part is required, ESAPCO will have sufficient and reasonable time to do so.

The Building Owner *is responsible for these costs* to resolve the defect:

- Costs to return the defective part for repair or replacement;
- Cost of the repair if an on-site repair is deemed necessary by ESAPCO;
- Cost of the replacement part *pro-rated per year* following the warranty starting date as recorded on the Certificate of Warranty;
- Cost to deliver the replacement part;
- Cost to install the replacement part.

If ESAPCO concludes that a part requires replacement or repair under this warranty, the repaired or replaced part will be subsequently warranted *only for the unexpired warranty period of the original part*. When an original part is no longer available due to changes in design and/or materials, ESAPCO reserves the right to replace components with those that are comparable in quality, design, and function. In cases where main cover panels, end frame panels, or roll-up panels are repaired or replaced, ESAPCO will not be liable if the repaired or replaced membrane varies in appearance from the original or is manufactured from different materials comparable in quality and function.

D. Securing Warranty Service

To submit a warranty claim, the Building Owner must complete *each of the following*:

- Send all warranty claims to the ESAPCO contact information printed on the Certificate of Warranty;
- All warranty claims must be *received in writing by ESAPCO within the warranty period*;
- All warranty claims must include supporting photographs that clearly identify the alleged defect.

In the event of a warranty claim, ESAPCO reserves the right to request the alleged defective part prior to resolving the issue. In such cases, the Building Owner must return the part postage (or shipping) paid. Package must include the return authorization code provided by ESAPCO. Any new, repaired, or replacement components will be shipped from ESAPCO to the Building Owner. *Building Owner is responsible for all freight charges.*

E. Limits of Liability

In no event will ESAPCO be liable to the Building Owner for any direct, indirect, incidental, punitive, special or consequential damages (including, but not limited to loss of profit, loss of time, or inconvenience) incurred by the Building Owner as the result of a claim of warranty or ESAPCO's actions under this Agreement, even if ESAPCO has been put on notice that the Building Owner could sustain such damages. Without limiting the foregoing, ESAPCO shall not be liable for personal injury, or loss of use of this product for any purpose. This disclaimer of damages shall apply even in the event that the Building Owner's sole and exclusive remedy shall fail of its essential purpose, and shall apply regardless of the basis of the Building Owner's claim, be it in contract, warranty, tort, product liability, or otherwise.

In no event shall ESAPCO be liable to the Building Owner for more than the cost to repair or replace parts. This limitation of liability shall apply even in the event that the Building Owner's sole and exclusive remedy shall fail of its essential purpose, and shall apply regardless of the basis of the Building Owner's claim, be it in contract, warranty, tort, product liability, or otherwise. *The Building Owner is responsible for all installation and labor costs related to the repair or replacement of the defective part or parts.*

TRUSS ARCH LIMITED WARRANTY

(continued)

ESAPCO is not responsible for damages incurred during the assembly of the building *even when the approved instructions and drawings are followed.*

This warranty gives the Building Owner specific legal rights. The state law of the Building Owner may not permit the limitation of warranty and disclaimer of damages set forth above, so some of the limitations and exclusions may not apply.

Only ESAPCO is authorized to modify the warranty set forth herein. No ESAPCO dealer or distributor is authorized to make any changes to the warranty provided by ESAPCO or to make any representations on behalf of ESAPCO. If the Building Owner has any questions concerning warranty issues, he or she should call 1-800-528-0508.

This warranty does not apply to damage or defects resulting from any of the following: a) improper installation or installation that is not in accordance with the drawings or instructions; b) failure to maintain the building according to the Maintenance and Care document; c) improper anchoring; d) failure of the footings or foundation, or improperly designed footings or foundation; e) unapproved modification of the original design; f) misuse or neglect of the product; g) accident; h) damage from falling objects, punctures or tears, exposure to harmful chemicals, fumes or other substances (foreign or natural); i) "Acts of God", including but not limited to hail, flooding, ice, snow, or wind; j) exposure to corrosive elements; k) failure to clean, or using unapproved cleaning methods or materials; l) use of harmful chemicals or solvents for cleaning; m) normal wear and tear; n) unauthorized repair or modification; o) use of or integration with products or systems not manufactured or approved by ESAPCO; p) exposure to conditions that exceed the wind and snow load specifications; q) improper storage of the building components before and during assembly; r) product upgrade or product recall; s) storage or handling of the building components; t) corrosion caused by any source or use other than a defect affecting an item's corrosion protection; u) the building, roof covers, end panels, or roll-up panels are no longer in the possession of the original Building Owner. This warranty does not apply to foundations.

By registering for and receiving the Certificate of Warranty, the Building Owner enters into this transaction voluntarily and is aware of and agrees with all the terms and conditions set forth in this warranty.

COUNCIL COMMUNICATION

Meeting Date: 04/22/2021

Item Title: Musco Lighting Agreement for Jordan Farm Soccer Fields at Richard Siegel Park

Department: Parks and Recreation

Presented by: Nate Williams, Director

Requested Council Action:

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

Summary

Contract with Musco Lighting to install LED lighting on six fields at the Jordan Farm Fields at the Richard Siegel Soccer Complex.

Staff Recommendation

Approve Musco Lighting Agreement.

Background Information

As part of the cooperative use agreement with the Tennessee State Soccer Association, a variety of enhancements to the Richard Siegel Soccer Complex were committed to. Lighting of the six fields at the Jordan Farm was one of the enhancements that will allow for expanded use and increased capacity that will serve Murfreesboro's rec league, partner organizations, and tournaments that will be hosted at the complex.

Council Priorities Served

Improve economic development

Improvements to the Richard Siegel Soccer Complex will allow for increased regional and national tournaments that will have a significant impact in direct revenue, sales tax revenue, and the local economy.

Establish strong City brand

This project will help bring further recognition to the City as "The Sports Capital of Tennessee" by increasing exposure both regionally and nationally.

Fiscal Impact

Total project cost is \$1,122,792 and is funded through the CIP Budget for Siegel improvements.

Attachments

1. Musco Lighting Agreement
2. Sourcewell Lighting Quote

**Agreement
for
Light-Structure System for Jordan Farms Soccer at Richard Siegel Park**

This Agreement is entered into and effective as of the ____ day of _____ 2021, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Musco Sports Lighting, LLC**, a limited liability company of the State of Iowa ("Contractor").

This Agreement consists of the following documents:

- This document
- Contractor's Sourcewell (Formerly NJPA) Contract Number: 071619-MSL (all relevant documents)
- Contractor's Proposal dated March 17, 2021
- Any properly executed amendments to this Agreement

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority)
- Second, this Agreement
- Third, Contractor's Sourcewell (Formerly NJPA) Contract Number: 071619-MSL (all relevant documents)
- Lastly, the Contractor's Proposal dated March 17, 2021

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor agrees to provide and City agrees to purchase a Light-Structure System with Total Light Control – TLC for LED™ technology from the Contractor's Sourcewell (Formerly NJPA) Contract Number: 071619-MSL in accordance with Contractor's Proposal.
- b. Supervision and Superintendence of Work.
 - i. Contractor will supervise and direct the work efficiently and with Contractor's best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor will be responsible to see that the finished work complies accurately with the Contract documents.
 - ii. Contractor will keep on the work site at all times during work progress a competent resident superintendent, who shall not be replaced without written notice to the City except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- c. Labor, Materials, and Equipment.
 - i. Contractor will provide competent, suitably qualified personnel to survey and lay out the work and perform installation as required by the Contract documents. The Contractor will at all times maintain good discipline and order at the site.
 - ii. Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other

incidentals necessary for the execution, testing, initial operation and completion of the work.

- iii. All materials will be new, except as otherwise provided in the Contract documents. If required by the City, Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.
 - iv. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract documents.
- d. Substitute Materials or Equipment. If it is indicated in the specifications that Contractor may furnish or use a substitute that is equal to any material or equipment specified, and if Contractor wishes to furnish or use a proposed substitute, Contractor shall, promptly after the award of the Contract, make written application to the City's designated representative for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the written approval of the City's designated representative who shall be the sole judge of equality.
- e. Warranty and Guarantee. The Contractor warrants to the City that:
- i. Unless otherwise provided for, all materials, machinery, and equipment used on the work shall be new, of the best quality in their kind and grade, and of the most efficient and effective design and type available for the purposes for which they are intended;
 - ii. All materials, machinery, and equipment conform in every respect with the specifications, drawings, approved samples, and other requirements of the Contract documents;
 - iii. Only such materials, machinery, and equipment shall be used on the work as have been produced or manufactured in accordance with the established and generally accepted standards for goods and workmanship of the type covered by the specifications and are of such a design and construction as to perform properly the function or work for which they are intended and to afford the maximum ease in upkeep and repair;
 - iv. The finish of the exterior surface of the materials, machinery and equipment used on the work shall be in accordance with the specifications, or if there are no applicable specifications, such finish shall be consistent with commercially accepted practices for the services to be rendered by the respective materials, machinery, and equipment; and
 - v. The Contractor agrees that all warranties in the Contract documents shall survive acceptance of, delivery of, and payment for, the goods, whether any defects shall be latent or patent, and agrees to indemnify and hold the City harmless from any loss, damage, or other expense, including attorneys' fees, that the City may suffer as a result of the failure of the materials, machinery, and equipment or workmanship to be as warranted. The Contractor agrees to correct without expense to, and to the satisfaction of, the City, any defects that may develop in material, workmanship, and design during the period of such warranty.
 - vi. The warranties set forth in the preceding paragraph are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or by the Contract documents.

f. Subcontractors.

- i. Contractor will not employ any subcontractor to perform any of the work required under the Contract documents without first obtaining the written approval of the City's designated representative to employ the subcontractor.
- ii. Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract documents shall create any contractual relationships between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor, except as may otherwise be required by law. The City may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.
- iii. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the City.
- iv. All work performed for Contractor by a subcontractor shall be pursuant to an appropriate written agreement between Contractor and the subcontractor.

g. Permits. Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of Contractor's bid. Contractor will also pay all public utility charges.

h. Use of Premises.

- i. Contractor will confine Contractor's equipment, the storage of materials and equipment and the operations of Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents, and shall not unreasonably encumber the premises with materials or equipment.
- ii. Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.

i. Safety and Protection.

- i. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
 1. All employees on the work and other persons who may be affected thereby.
 2. All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and
 3. Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- ii. Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect

and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. Contractor will notify the City of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in subparagraph (2) or (3) of this section caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.

- iii. Contractor will designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the City.

- j. Emergencies. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the City, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.

- k. Cleaning Up. Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the City. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract documents.

l. Coordination of Work.

- i. The City may perform additional work related to the Project by itself, or may let other direct contracts for additional work, which shall contain general conditions similar to these. Contractor will afford the other Contractors who are parties to such direct contracts (or the City, if the City is performing the additional work itself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate Contractor's work with theirs.
- ii. If any part of Contractor's work depends for proper execution or results upon the work of any such other Contractor (or City), Contractor will inspect and promptly report to the City's designated representative in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to report shall constitute an acceptance of the other work as fit and proper for the relationship of Contractor's work except as to defects and deficiencies that may appear in the other work after the execution of Contractor's work.
- iii. Contractor will do all cutting, fitting and patching of Contractor's work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the City's designated representative.

- m. Access to the Work. Representatives of the City will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.
- n. Contractor's Continuing Obligation. Contractor's obligation to perform the work and complete the Project in accordance with the Contract documents shall be absolute. Neither any payment by the City to Contractor under the Contract documents, nor any use or occupancy of the Project or any part by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by the City shall constitute acceptance of work not in accordance with the Contract documents.

2. **Duties and Responsibilities of City.**

- a. Communications to Contractor. The City will issue all communications to Contractor through the Murfreesboro Parks and Recreation Department Director, or the Director's designee. Such individual shall be the City's representative during the construction period.
- b. Clarifications and Interpretations. The City's designated representative will issue with reasonable promptness written clarifications or interpretations of the Contract documents (in the form of drawings or otherwise) as the City may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract documents.
- c. Work Changes. The City reserves the right to order work changes in the nature of additions, deletions, or modification, without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time of termination. All changes will be authorized by written change order signed by the City. The change order will include conforming changes in the Contract and termination time. Work shall be changed, and the Contract price and termination time shall be modified only as set out in the written change order. Any adjustment in the Contract sum resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

3. **Term.** Contractor's performance may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

4. **Price; Compensation; Method of Payment.**

- a. The price for the goods and other items to be provided under this Agreement is set forth in the Contractor's Sourcwell (Formerly NJPA) Contract Number: 071619-MSL and the Contractor's Proposal which reflects a **total purchase price of \$1,116,292.00**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete and the work has been accepted by the City and approved by an inspector from the Murfreesboro Building and Codes Department.
 - b. Deliveries and installation of all items shall be made within six to eight weeks of order to the job site located at 1233 Cherry Lane, Murfreesboro, TN 37129. Contact Person: Nate Williams (tel. 615-642-1080 email. nwilliams@murfreesborotn.gov) 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.
 - c. Deliveries and installation of all items shall be made as stated in the Contractor's Proposal dated March 17, 2021. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. 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 Contractor's Proposal dated March 17, 2021, from Contractor's Sourcwell (Formerly NJPA) Contract Number: 071619-MSL
 - e. All deliveries made pursuant to the Agreement 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 purchase price.
5. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the Contractor's Proposal, from Contractor's Sourcwell (Formerly NJPA) Contract Number 071619-MSL.
6. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor upon request. 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. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.
8. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of

insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

9. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor 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 Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. 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 Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability 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 else approved by Contractor, 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.

10. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

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

If to the Contractor:

Ryan Tighe
Musco Sports Lighting, LLC
100 1st Ave. W.
Oskaloosa, IA 54577
Fax: 800-374-6402
Email: musco.contracts@musco.com

cc: Greg Gilley
Phone: 641-660-2362
Email: greg.gilley@musco.com

11. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
12. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, 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.
13. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
14. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
15. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
16. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

17. **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, Contractor 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's 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 Contractors. 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.
18. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
19. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
20. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
21. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, epidemic, pandemic, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
22. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that

Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

23. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
24. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
25. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2021 (the "Effective Date").

CITY OF MURFREESBORO, TENNESSEE

MUSCO SPORTS LIGHTING, LLC

By: _____
Shane McFarland, Mayor

By: _____

Its: _____

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

Quote

Date: March 17, 2021

Project: Jordan Farms Soccer At Richard Siegal Park
Murfeesboro, TN

Sourcewell

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023

Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Quotation Price – Materials Delivered to Job Site and Installation

Jordan Farms Soccer At Richard Siegal Park (LED)	\$1,116,292.00
Bonding	\$6,500.00

Light-Structure System with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels

System Description Light-Structure System

- (18) Pre-cast concrete bases with integrated lightning grounding
- (18) Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- (132) Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaries
- UL Listed as a complete system

Control Systems and Services

- Control-Link® system with contractors for remote on/off control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Reduction of energy and maintenance costs by 50% to 85% over typical 1500W metal halide equipment
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years

Installation Services Provided

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC

Attn: Ryan Tighe

Fax: 800-374-6402

Email: musco.contracts@musco.com

All purchase orders should note the following:

Sourcewell (Formerly NJPA) purchase – Contract Number: 071619-MSL



Quote

Delivery Timing

6 - 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- Voltage and Phase per plans
- Structural code and wind speed = 2012 IBC, 115 mi/h
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Greg Gilley
Musco Sports Lighting, LLC
Phone: 641-660-2362
E-mail: greg.gilley@musco.com



Turnkey Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction using standard two- wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by "One Call" and mark all irrigation systems and sprinkler heads. Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout.
4. Owner responsible for any power company fees and requirements. **(If necessary).**
5. Contractor will obtain the required permitting.
6. Provide area on site for disposal of spoils from foundation excavation.

Musco Responsibilities:

1. Provide required poles, controls, fixtures, and foundations.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs based on 2500psf soils. VA signed and sealed design

Musco Subcontractor Responsibilities:

1. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
 2. Provide storage containers for material, (including electrical components enclosures), as necessary and waste disposal.
 3. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
 4. Obtain any required permitting. Including Tenn sealed electrical plans if required
 5. Provide materials and equipment to install or upgrade electrical service panels as required or necessary by electrical plan Electrical service and panel will be installed at future building site
 6. Provide materials and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required per electrical design.
 7. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked so as to avoid damage from construction equipment. Repair any such damage during construction.
 8. Provide materials and equipment to install (18) Light Structure® System foundations as specified on Layout.
 9. Remove spoils to owner designated location at jobsite.
 10. Provide materials and equipment to assemble (132) TLC-LED fixtures and terminate all necessary wiring.
 11. Provide equipment and materials to assemble and erect (18) Light Structure® System Poles.
 12. Provide equipment and materials to install (2) Lighting Contactor Cabinet and terminate all necessary wiring.
 13. Provide step down transformer for 120v control circuit if not available.
 14. Contractor will commission Control- Link® by contacting Control- Link Central™ Service Center at (877-347-3319).
 15. Check all Zones to make sure they work in both auto and manual mode.
 16. Keep all heavy equipment off of playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
 17. Provide startup and aiming as required to provide complete and operating sports lighting system.
- Provide as built drawings on completion of installation.



COUNCIL COMMUNICATION

Meeting Date: 04/22/2021

Item Title: Warner's Athletic Construction Change Order No. 2 for Soccer Park Turf

Department: Parks and Recreation

Presented by: Nate Williams, Director

Requested Council Action:

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

Summary

Warner's Athletic Construction Change Order No. 2 for Turf Work at Richard Siegel Soccer Park.

Staff Recommendation

Approve Change Order No. 2 with Warner's for Turf Work at Soccer Park.

Background Information

On March 27, 2020, Council approved a contract with Warner's Athletic Construction to convert eight fields from natural to artificial turf. Due to the uncertainty at the onset of the COVID-19 pandemic, City staff decided to revise the contract and only proceed with four of the fields.

This proposed change order brings the total number of fields transitioned to artificial turf back to eight, as specified in the Cooperative Use Agreement with the Tennessee State Soccer Association that was approved by Council in April 2019.

Council Priorities Served

Improve economic development

Improvements to the Richard Siegel Soccer Complex will allow for increased regional and national tournaments that will have a significant impact in direct revenue, sales tax revenue, and the local economy.

Establish strong City brand

This project will help bring further recognition to the City as "The Sports Capital of Tennessee" by increasing exposure both regionally and nationally.

Fiscal Impact

Total cost of the change order is \$3,101,722 and is funded through the CIP Budget for Siegel improvements.

Attachment

Change Order No. 2 with Warner's Construction

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Soccer Seigel Turf Conversion - Warner Construction Richard Siegel Soccer Complex 515 Cherry Lane Murfreesboro, TN 37129	CONTRACT INFORMATION: Contract For: General Construction Date: 7/7/20	CHANGE ORDER INFORMATION: Change Order Number: 002 Date:
OWNER: <i>(Name and address)</i> City of Murfreesboro, Tennessee, a municipality organized under the laws of the state of Tennessee 111 West Vine Street Murfreesboro, Tennessee 37130	ARCHITECT: <i>(Name and address)</i> William H. Huddleston, IV, P.E., R.L.S. Huddleston-Steele Engineering, Inc. 2115 N.W. Broad Street Murfreesboro, Tennessee 37129	CONTRACTOR: <i>(Name and address)</i> Warner's Athletic Construction Co., LLC, a limited liability company 570 Huntly Industrial Drive Smyrna, Tennessee 37167

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The work performed pursuant to this Change Order will be in accordance with the specifications set forth in Contractor's Phase II Proposal dated January 12, 2021 and the Warner's Athletic Document Phase II Timeline Dated March 24, 2021.

The original Contract Sum was	\$ 3,079,460.00
The net change by previously authorized Change Orders	\$ 120,000.00
The Contract Sum prior to this Change Order was	\$ 3,199,460.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,101,722.00
The new Contract Sum including this Change Order will be	\$ 6,301,182.00

The Contract Time will be increased by Four Hundred Thirty and One Half (430.5) days.
The new date of Substantial Completion will be

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

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

<u>Huddleston-Steele Engineering, Inc.</u> ARCHITECT <i>(Firm name)</i>	<u>Warner's Athletic Construction Co., LLC</u> CONTRACTOR <i>(Firm name)</i>	<u>City of Murfreesboro</u> OWNER <i>(Firm name)</i>
SIGNATURE William H. Huddleston, IV, P.E., R.L.S.	SIGNATURE Ronald (Lou) Warner, President	SIGNATURE Shane McFarland, Mayor
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

Approved as to form:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 04/22/2021

Item Title: Roof Replacement on Street Department's Salt Barn

Department: Street Department

Presented by: Raymond Hillis

Requested Council Action:

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

Summary

Recommendation to award the Salt Barn Roof Replacement contract.

Staff Recommendation

Approval to award the low bidder for the Salt Barn Roof Replacement to Stubblefield Construction LLC.

Background Information

The roof of the Street Department's salt barn roof requires replacement in order to avoid loss in the salt stored for use during the coming year. Two bids were received. Stubblefield Construction was the lowest responsible bidder at \$164,000. The contract documents have been reviewed and are pending Legal approval.

Council Priorities Served

Responsible Budgeting

Protection of stored material from deterioration by weather is necessary for responsible use of public funds.

Fiscal Impact

Funding for this project is included in the FY21 CIP Budget.

Attachments

Award Letter

April 1, 2021

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

**RE: SALT BIN ROOF REPLACEMENT - CITY OF MURFREESBORO
RECOMMENDATION FOR AWARD
G&M FILE #226-196**


Dear Raymond:

On March 25, 2021 at 10:00 A.M., bids were opened for the above referenced project. Two bids were received and subsequently opened and read aloud in Room 218 of Murfreesboro City Hall. The bid tabulation and attendance record are enclosed. The bids ranged from a high of \$211,837 to the apparent low, responsive bid from Stubblefield Construction, LLC of Murfreesboro, Tennessee in the amount of \$164,000.

Please find enclosed the printout of the license information for this Bidder. The Contractor's license appears to be active and in order. Based on these items, we recommend award of the Contract for the lump sum bid in the amount of \$164,000 to the apparent low bidder, Stubblefield Construction, LLC. The Notice of Award Form is also attached. Please sign and return it to me if this award recommendation is acceptable to the City.

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

Sincerely,
GRIGGS & MALONEY, INC.


Ryan Maloney, P.E.

Cc: Kane Adams – City of Murfreesboro
Cathy Smith – City of Murfreesboro

Shaun Knight – City of Murfreesboro

Encl: Bid Tabulation
Contractor License Information
Notice of Award

SECTION 00510

NOTICE OF AWARD

Date of Issuance: April 2, 2021

Owner: City of Murfreesboro

Owner's Contract No.: 226-193

Engineer: Griggs & Maloney, Inc.

Engineer's Project No.: 226-193

Project: Salt Bin Roof Replacement

Bidder: Stubblefield Construction, LLC

Bidder's Address: 2851 Waywood Drive

Murfreesboro, TN 37128

TO BIDDER:

You are notified that Owner has accepted your Bid dated March 25, 2021 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the: Salt Bin Roof Replacement.

The Contract Price of the awarded Contract is: \$164,000.00 based on the bid submitted on March 25, 2021.

[3] unexecuted counterparts of the Agreement accompany this Notice of Award, and three copies of the Contract Documents (except Drawings) accompany this Notice of Award.

[3] sets of the Drawings will be delivered separately from the other Contract Documents.

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

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

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

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

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

END OF SECTION 00510

**SALT BARN ROOF REPLACEMENT
CITY OF MURFREESBORO
MARCH 25, 2021 at 10:00 AM**

NAME	ORGANIZATION	PHONE/EMAIL
Chris Stubblefield	Stubblefield Const	615 335 6104
Rice Const. Tim Rice	Rice Construction	731-616-7473
Ryan Maloney	Griggs & Maloney	615-895-8221
Curtis Broadbert	Griggs & Maloney	615-895-8221
SHAUN KNIGHT	CITY OF MURFREESBORO	N/A

SALT BARN ROOF REPLACEMENT
MURFREESBORO, TENNESSEE
BID DATE: MARCH 25, 2021 AT 10:00 AM CDT
GRIGGS AND MALONEY, INC. PROJECT NO. 226-193

Contractor's Name & Address	Total Lump Sum Bid Amount
Stubblefield Construction, LLC 2851 Waywood Drive Murfreesboro, TN 37128	\$164,000.00
Rice Construction Co., LLC 2327 Gravett St. Murfreesboro, TN 37129	\$211,837.00

I certify this Bid Tabulation to be an accurate and complete summary of the Bids received 03/25/2021 at 10:00 AM CDT.



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

March 25, 2021

Date

License Search and Verification

For best results, please limit the number of search fields. Only exact matches will be displayed. You may need to try different variations of search terms. e.g., "Smith and Smith Construction" and "Smith & Smith Construction." If any name has an apostrophe in it, please replace the apostrophe with a percent sign, entering "Smith's Auto Shop" as "Smith% Auto Shop."

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

For self-insured workers' compensation, or other reports, please submit to the [Public Record Request form](#).

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

License Details

License Status	Active - Fully Licensed
License #	68608
License ID	68608
Expiration Date	Mar 31 2021
Original Date	Mar 25 2015
Profession Code	1801
Profession Name	Contractor
First Name	\
Middle Name	\
Last Name	STUBBLEFIELD CONSTRUCTION, LLC
City	MURFREESBORO
State	TN
Zip Code	37128
Rank	Contractor
License Activity Description	Active - Fully Licensed

Classification and Limit

CLASS	BC-A
CLASS	BC-b(sm)
CLASS	HRA
MONETARY LIMIT	\$1,500,000

Stubblefield Construction LLC
Bidder

3-22-21
Date

LUMP SUM BID FORM
FOR
SALT BIN ROOF REPLACEMENT
CITY OF MURFREESBORO
MURFREESBORO, TENNESSEE
PROJECT NO. 226-193

The undersigned, having examined the Contract Documents, Specifications, Construction Drawings, all related documents and data including a thorough examination of the site, hereby agrees to furnish all labor, materials, equipment and supervision to complete the project in accordance with the Document 00520 (The Agreement) and other Contract Documents.

LUMP SUM BID:

164,000.00

TOTAL LUMP SUM BID IN FIGURES

one hundred sixty four thousand dollars & 0 cents

TOTAL LUMP SUM BID IN WORDS

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

City of Murfreesboro
Administration Office, 1st Floor, City Hall, 111 West Vine Street
Murfreesboro, Tennessee 37130

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

Stubblefield Construction LLC
Bidder

3-22-21
Date

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>3-23-21</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of and all drawings of physical conditions relating to the existing building conditions at or adjacent to the Site. Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

Stubblefield Construction LLC
Bidder

3-22-21
Date

- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

StubbleField Construction LLC
Bidder

3-22-21
Date

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of Bid Bond, cashier's check, or money order;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - C. Contractor's License No.: 68608 ;
 - D. Drug Free Workplace Affidavit;
 - E. Statement of Compliance Certificate Illegal Immigrants; and
 - F. Statement of Compliance Iran Divestment Act.
- 7.02 The following documents shall be submitted by the lowest responsive bidder within 5 days of the bid opening:
- A. List of Proposed Subcontractors;
 - B. List of Proposed Suppliers; and
 - C. List of Project References.

ARTICLE 8 – DEFINED TERMS

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

StubbleField Construction LLC
Bidder

3-22-21
Date

ARTICLE 9 – BID SUBMITTAL

BIDDER: Indicate correct name of bidding entity.

StubbleField Construction LLC

By:

Signature

Chris StubbleField

Printed name

Christopher StubbleField

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Jodi Smith

Signature

Jodi Smith

Printed name

Jodi Smith / Friend

Title:

Managing Member

Submittal Date:

3-23-21

Address for giving notices:

2851 Waywood Dr Murfreesboro TN 37128

Telephone Number:

615 335 6104

Fax Number:

Contact Name and e-mail address:

Chris StubbleField

Chris@stubbleconstruction.com

Bidder's Contractor

License No.:

68608

(where applicable)

Stubblefield Construction LLC
Bidder

3-22-21
Date

DRUG-FREE WORKPLACE AFFIDAVIT

(Submit with Bid for Prime Contractor and all Subcontractors)

STATE OF Tennessee
COUNTY OF Rutherford

The undersigned, principal officer of Stubblefield Construction LLC employer of five (5) or more employees contracting with City of Murfreesboro to provide construction services hereby states under oath as follows:

- 1 The undersigned is a principal officer of Stubblefield Construction LLC (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
- 2 The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
- 3 The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.


Principal Officer

STATE OF Tennessee
COUNTY OF Rutherford

Before me personally appeared with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 23rd day of March, 20 21.


Notary Public

My commission expires 2/19/2024



Stubblefield Construction LLC
Bidder

3-22-21
Date

STATEMENT OF COMPLIANCE CERTIFICATE
ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that Stubblefield Construction LLC have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference.

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid, that attests that such Bidder shall comply with requirements of Chapter No. 878.

Signed: _____

State of Tennessee

County of Rutherford

Personally appeared before me, _____ the undersigned Notary Public, Christopher Stubblefield, the within named bargainer, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the Stubblefield Construction LLC, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this 23rd day of March, 2021.

Tammy R. Horn
Notary Public

My commission expires 2/19/2024

Statement of Compliance – Illegal Immigrants




Stubblefield Construction LLC
Bidder

3-22-21
Date

STATEMENT OF COMPLIANCE
OF
IRAN DIVESTMENT ACT

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106.

Signature:  Date: 3-22-21
Title: Managing Member

END OF SECTION 00410

BID BOND

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

BIDDER (Name and Address): Stubblefield Construction, LLC
2851 Waywood Drive
Murfreesboro, Tennessee 37128

SURETY (Name, and Address of Principal Place of Business): Great Midwest Insurance Company
800 Gessner, Suite 600
Houston, Texas 77024

OWNER (Name and Address): City of Murfreesboro
111 W. Vine Street
Murfreesboro, Tennessee 37130-3573

BID

Bid Due Date: March 23, 2021

Description (Project Name— Include Location): Salt Bin Roof Replacement

BOND

Bond Number: Not Applicable/Bid Bond

Date: March 23, 2021

Penal sum	Five Percent of the Total Amount Bid	\$5% of the Total Amount Bid
	(Words)	(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Stubblefield Construction, LLC (Seal)
Bidder's Name and Corporate Seal

By:

Signature

Christopher Stubblefield
Print Name

Title

Managing Member

Attest:

Signature

Title

Friend

SURETY

Great Midwest Insurance Company (Seal)
Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Pamela D. Puskarich

Print Name

Attorney-in-Fact

Title

Attest:

Signature Alison Lyons

Title

Account Executive

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: **STEPHANIE RICHARDSON, JAMES L. NOE, III, PAMELA D. PUSKARICH, CRAIG WHITLOW, CHARLES MYERS, JAMES MYERS**

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 30th day of November, 2020.

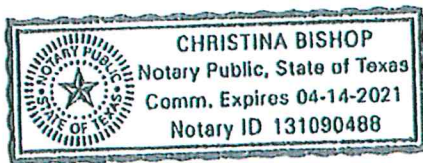



GREAT MIDWEST INSURANCE COMPANY

BY 
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 30th day of November, 2020, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY 
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 23rd Day of March, 2021.



BY 
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



07362268

**Tennessee Limited Liability Company Annual Report Form**

AR Filing #: 07362268

File online at: <https://TNBear.TN.gov/>

FILED: Oct 15, 2020 11:50AM

Due on/Before: 04/01/2020

Reporting Year: 2019

Annual Report Filing Fee Due:

\$300 minimum plus \$50 for each member over 6 to a maximum of \$3000
\$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully
paid for and filed. Please keep this report for
your records.

Payment-ECHECK - State Payment Center
- eCheck

SOS Control Number: 753468

Limited Liability Company - Foreign

Date Formed: 05/07/2007

Formation Locale: FLORIDA

(1) Name and Mailing Address:

Stubblefield Construction LLC
2851 WAYWOOD DR
MURFREESBORO, TN 37128-7689

(2) Principal Office Address:

2851 WAYWOOD DR
MURFREESBORO, TN 37128-7689

(3) Registered Agent (RA) and Registered Office (RO) Address:

STUBBLEFIELD CONSTRUCTION LLC
2851 WAYWOOD DR
MURFREESBORO, TN 37128-7689

Agent Changed: YesAgent County: RUTHERFORD COUNTY

(4) This LLC is (as currently registered in Tennessee): ☐ Director Managed, ☒ Manager Managed, ☐ Member Managed,
☐ Board Managed, ☐ Other.

If board, director, or manager managed, provide the names and business addresses, including zip codes, of the governors, directors, or
managers (or their equivalent). If governed by the pre-2006 LLC act and board managed, list board members and managers.

Name	Business Address	City, State, Zip
Christopher Stubblefield	2851 WAYWOOD DR	MURFREESBORO, TN 37128-7689

(5) Provide the names and business addresses, including zip codes, of any LLC Officers (if governed by the Revised LLC Act), or their
equivalent.

Name	Business Address	City, State, Zip

(6) Number of members on the date the annual report is executed: 1

☐ This LLC is prohibited from doing business in Tennessee (check if applicable)

*Proof of
Signature
LLC*

(7) Signature: Electronic

(8) Date: 10/15/2020

(9) Type/Print Name: Chris Stubblefield

(10) Title: Managing Member

B0937-9810 10/15/2020 11:50 AM Received by Tennessee Secretary of State Tre Hargett