

Board of Education Regular Meeting

August 8, 2023 6:00 PM

City Hall Council Chambers

I. CALL TO ORDER Procedural Item	Chair Butch Campbell
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by two additional new principals, Dr. Caitlin Bullard, Discovery School, and Dr. Jeremy Lewis, Bradley Academy.	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item	Chair Butch Campbell
III. COMMUNICATIONS Information Item The City Schools Foundation will host a doubles tennis tournament fundraiser at Adam's Tennis Complex on October 27 and 28. Thank you to the many businesses, faith-based organizations and United Way for the back to school supplies and backpacks provided to our students and schools. In addition, thank you to MTSU athletics and the adult sororities and fraternities that greeted our students on the first days of school. The MCS Hall of Fame is accepting nominations for the 2 nd annual induction ceremony. The Hall of Fame recognizes and honors exceptional career individuals, including teachers and non-teachers, that have made significant contributions to MCS and our students. Nomination opportunities will cease in mid-August. You are invited to the community ribbon cutting and open house for the Cason Lane Pre-K building on August 23. All the details will be sent to you soon. We would like to Thank the following individuals for assisting in the Poverty Simulation recently held at Cason Lane Academy: <ul style="list-style-type: none">• Gabiral Cathey-Prevention Coalition• Kaysi Paul-Prevention Coalition• Greg Lyles- Backpack Food Volunteer• Jolene Radnoti-Read to Succeed• Angela Morrell-Fellowship United Methodist Church• Joann Kavanaugh-Fellowship United Methodist Church• Debbie Summerskill-New Vision Church• Noah Davidson-Benchmark Realty• Dan Morrell-Fellowship United Methodist Church• Crystal Ellis-Patterson Park Community Center (Murfreesboro Parks & Recreation)• Shermarial Finley-MCCAA• Carmen Maples-Rutherford County Health Department• Louise Dixon-MCCAA Head Start	Mrs. Lisa Trail

Also, Publix Market at Victory Village and Frito-Lay for food donations.	
A. Introduction of New Principals Caitlin Bullard-Discovery School Jeremy Lewis-Bradley Academy Procedural Item	Dr. Trey Duke
B. Recognition of SROs Procedural Item	Mr. Don Bartch
C. The Best of MCS-New Vision Backpack Team and Fellowship United Methodist Church Procedural Item	Dr. Trey Duke
D. Spotlight on Education-PreK Building-Roxana Dove and Robin Newell Procedural Item	Dr. Trey Duke
E. Public Comment Procedural Item	Chair Butch Campbell
IV. CONSENT ITEMS Consent Agenda	Chair Butch Campbell
A. Approval of 7-25 Board Minutes Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of the Extended School Advisory Board Action Item	Dr. Trey Duke
B. Approval of the PreK Advisory Council Action Item	Dr. Trey Duke
C. Approval of the Director's Evaluation Document for the New School Year-Presented by the Director Action Item	Dr. Trey Duke
D. Approval of Board Policy 1.901 Charter School Applications on First Reading Action Item	Ms. Lauren Bush
E. Approval of Board Policy 1.902-Charter School Agreements on First Reading Action Item	Ms. Lauren Bush
F. Approval of Board Policy 1.904-Charter School Intervention on First Reading Action Item	Ms. Lauren Bush
G. Approval of Board Policy 1.905 Charter School Renewal on First Reading Action Item	Ms. Lauren Bush
H. Approval of Board Policy 1.906 Charter School Revocation on First Reading Action Item	Ms. Lauren Bush
I. Approval of Board Policy 2.805 Purchasing on First Reading Action Item	Ms. Lauren Bush
J. Approval of Board Policy 2.808-Purchase Orders and Contracts on First Reading Action Item	Ms. Lauren Bush
K. Approval of Board Policy 4.203 Summer Learning Programs (New) on First Reading Action Item	Ms. Lauren Bush
L. Approval of Board Policy 6.2011 Voluntary Pre-K Attendance on First Reading	Ms. Lauren Bush

Action Item	
M. Approval of Contract for HVAC Renovations at Hobgood Elementary Action Item	Dr. Trey Duke
N. Approval of Contract for HVAC Renovations at Reeves Rogers Action Item	Dr. Trey Duke
VI. REPORTS AND INFORMATION Information Item	Chair Butch Campbell
A. Enrollment Update Information Item	Mr. Ken Rocha
B. District TNReady Scores Report Information Item	Dr. Trey Duke and Dr. Chris George
C. Director's Update Information Item	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Butch Campbell
VIII. ADJOURNMENT Action Item	Chair Butch Campbell



Public Comment Registration Form

Public Comment Period Information

Pursuant to Board Policy 1.401, any public meeting of the Murfreesboro City Schools Board of Education with actionable items on the agenda will have 15 minutes set aside at the beginning of the meeting for public comment. Individuals wishing to make a public comment will be allowed 3 minutes to speak with respect to an action item on the agenda for the meeting subject to the following:

- All comments are restricted to comments on action items on the agenda for the meeting.
- The Chair shall have the authority to declare an individual out of order, if after an initial warning, an individual continues to speak on a topic that is unrelated to an action item on the agenda.
- The Chair shall have the authority to terminate the remarks of any individual who violates state law or does not adhere to board rules.

If you wish to address the Board during the public comment period, you must sign up **at least 6 hours** prior to the meeting's scheduled start time by:

- Sending an e-mail to lisa.vancleave@cityschools.net with this completed form or an e-mail with your name/phone number/address and the action on which you are wishing to speak and whether you are speaking in support or against the action; OR
- Calling Lisa Van Cleave at 615-893-2313, Ext. 10010, before the meeting with the request to speak and your name/phone number/address and the action on which you are wishing to speak and whether you are speaking in support or against the action.

Speakers will be recognized in the order their request was received.

Speaker Information

Name _____

Phone _____

Email _____

Address _____

Action Item you are addressing: _____

Are you in support of or opposed to action item? _____

Murfreesboro City Schools

2552 South Church Street, Murfreesboro, TN 37127

Phone: (615) 893-2313

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MINUTES

Board of Education Regular Meeting

July 25, 2023 6:00 PM

City Hall Council Chambers

<p>I. CALL TO ORDER Procedural Item Present: Mr. Wesley Ballard, Mr. Butch Campbell, Ms. Amanda Moore, Mr. Jimmy Richardson III, Mr. David Settles, Absent: Ms. Karen Dodd, Ms. Barbara Long.</p> <p>In attendance: Dr. Trey Duke, Dr. Chris George, Angela Fairchild, Adam Bryson, Christy Robinson, Sheri Arnette, Amanda Adams, Ken Rocha, Andy Taylor, Robin Newell, Ynetia Campbell, Don Bartch, Maria Johnson, Roxanna Dove, Patti McCloy, Lisa Trail, and Kim Williams</p> <p>Assistant City Attorney Lauren Bush. City Liaison Bill Shacklett was absent.</p>	Chair Butch Campbell
<p>A. Pledge of Allegiance Procedural Item</p> <p>The Pledge of Allegiance was led by new John Pittard Principal Dr. Christy Robinson, new School Safety Supervisor Andy Taylor, and new City Schools Attorney Lauren Bush.</p>	
<p>B. Moment of Silence Procedural Item</p>	
<p>C. Public Comment Procedural Item</p>	
<p>II. APPROVAL OF AGENDA Action Item</p> <p>Motion to approve the agenda. This motion, made by Ms. Amanda Moore and seconded by Mr. Wesley Ballard, passed. Yea: 5, Nay: 0, Absent: 2</p>	Chair Butch Campbell
<p>III. COMMUNICATIONS Information Item</p>	Dr. Trey Duke
<p>A. Introduction of New Staff Dr. Christy Robinson-Principal at John Pittard Ms. Lauren Bush-Assistant City Attorney Mr. Andy Taylor-New Security Supervisor Procedural Item</p>	Dr. Trey Duke
<p>B. The Best of MCS-Patti McCloy Procedural Item</p>	Dr. Trey Duke
<p>C. Spotlight on Education-New Teacher Orientation Procedural Item</p> <p>Ms. Arnette explained that the New Teacher Orientation took place last Wednesday and Thursday at MTSU. There were 90 new teachers in attendance. She added that 27 teachers</p>	Ms. Sheri Arnette

Minutes
Page 1 of 7
July 25, 2023
Recorded by L. VanCleave

MISSION STATEMENT: To assure academic and personal success for each child.

<p>participated in the Gifted Academy, 25 teachers participated in the Literacy Training, 37 teachers participated in Project Optimal, and 350 teachers participated in the MCS Virtual PD Conference.</p>	
<p>IV. CONSENT ITEMS Consent Agenda</p>	Chair Butch Campbell
<p>A. Approval of 6-13-23 Board Minutes Consent Item</p> <p>Motion to approve the consent agenda. This motion, made by Mr. David Settles and seconded by Mr. Jimmy Richardson III, passed. Yea: 5, Nay: 0, Absent: 2</p>	
<p>V. ACTION ITEMS Action Item</p>	Chair Butch Campbell
<p>A. Waive Board Policy 1.600 Policy Development and Adoption Action Item</p> <p>Motion to Waive Board Policy 1.600 Policy Development and Adoption. This motion, made by Mr. David Settles and seconded by Mr. Wesley Ballard, passed. Yea: 5, Nay: 0, Absent: 2</p>	Ms. Lauren Bush
<p>B. Approval of Board Policy 1.102 Board Members Legal Status on First and Final Reading Action Item</p> <p>Motion to approve Board Policy 1.102 Board Members Legal Status on First and Final Reading. This motion, made by Mr. David Settles and seconded by Mr. Jimmy Richardson III, passed. Yea: 5, Nay: 0, Absent: 2</p>	Ms. Lauren Bush
<p>C. Approval of Board Policy 1.106 Code of Ethics on First and Final Reading Action Item</p> <p>Motion to approve Board Policy 1.106 Code of Ethics on First and Final Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 5, Nay: 0, Absent: 2</p>	Ms. Lauren Bush
<p>D. Approval of Board Policy 1.400 School Board Meetings on First and Final Reading Action Item</p> <p>Motion to approve Board Policy 1.400 School Board Meetings on First and Final Reading. This motion, made by Mr. David Settles and seconded by Mr. Wesley Ballard, passed. Yea: 5, Nay: 0, Absent: 2</p>	Ms. Lauren Bush
<p>E. Approval of Board Policy 1.401 Public Participation in Board Meetings on First and Final Reading Action Item</p> <p>Motion to approve Board Policy 1.401 Public Participation in Board Meetings on First and Final Reading. This motion, made by Mr. Wesley Ballard and seconded by Ms. Amanda Moore, passed.</p>	Ms. Lauren Bush

Yea: 5, Nay: 0, Absent: 2	
<p>F. Approval of Board Policy 1.402 Notification of Meetings on First and Final Reading Action Item</p> <p>Motion to approve Board Policy 1.402 Notification of Meetings on First and Final Reading. This motion, made by Mr. David Settles and seconded by Mr. Wesley Ballard, passed. Yea: 5, Nay: 0, Absent: 2</p>	Ms. Lauren Bush
<p>G. Approval of Board Policy 3.202 Emergency Preparedness Drills on First and Final Reading Action Item</p> <p>Motion to approve Board Policy 3.202 Emergency Preparedness Drills on First and Final Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Amanda Moore, passed. Yea: 5, Nay: 0, Absent: 2</p>	Ms. Lauren Bush
<p>H. Approval of Board Policy 3.204 Threat Assessment Team on First and Final Reading Action Item</p> <p>Motion to approve Board Policy 3.204 Threat Assessment Team on First and Final Reading. This motion, made by Ms. Amanda Moore and seconded by Mr. Wesley Ballard, passed. Yea: 5, Nay: 0, Absent: 2</p>	Ms. Lauren Bush
<p>I. Approval of Board Policy 3.205 Security on First and Final Reading Action Item</p> <p>Motion to approve Board Policy 3.205 Security on First and Final Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 5, Nay: 0, Absent: 2 Dr Duke explained that our SROs check these doors several times a day. Dr. Duke told the board that we are changing our policy, not our practice.</p>	Ms. Lauren Bush
<p>J. Approval of Board Policy 4.300 Extracurricular Activities on First and Final Reading Action Item</p> <p>Motion to approve Board Policy 4.300 Extracurricular Activities on First and Final Reading. This motion, made by Mr. David Settles and seconded by Mr. Wesley Ballard, passed. Yea: 5, Nay: 0, Absent: 2</p>	Ms. Lauren Bush
<p>K. Approval of Board Policy 5.106 Application and Employment on First and Final Reading Action Item</p> <p>Motion to approve Board Policy 5.106 Application and Employment on First and Final Reading. This motion, made by Mr. David Settles and seconded by Mr. Jimmy Richardson III, passed. Yea: 5, Nay: 0, Absent: 2</p>	Ms. Lauren Bush
<p>L. Approval of Board Policy 5.1061 Employment of Retirees on First and Final Reading Action Item</p> <p>Motion to approve Board Policy 5.1061 Employment of Retirees on First and Final Reading. This motion, made by Mr. Wesley Ballard and seconded by Ms. Amanda Moore, passed.</p>	Ms. Lauren Bush

<p>Yea: 5, Nay: 0, Absent: 2 Ms. Bush explained that Career Ladder has been removed from retired teachers' pay. That policy actually went into effect last year.</p>	
<p>M. Approval of Board Policy 5.305 Family and Medical Leave on First and Final Reading Action Item</p> <p>Motion to approve Board Policy 5.305 Family and Medical Leave on First and Final Reading. This motion, made by Ms. Amanda Moore and seconded by Mr. Wesley Ballard, passed. Yea: 5, Nay: 0, Absent: 2</p>	Ms. Lauren Bush
<p>N. Approval of Board Policy 5.307 Physical Assault Leave on First and Final Reading Action Item</p> <p>Motion to approve Board Policy 5.307 Physical Assault Leave on First and Final Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 5, Nay: 0, Absent: 2</p>	Ms. Lauren Bush
<p>O. Approval of Board Policy 6.202 Home Schools on First and Final Reading Action Item</p> <p>Motion to approve Board Policy 6.202 Home Schools on First and Final Reading. This motion, made by Mr. David Settles and seconded by Mr. Wesley Ballard, passed. Yea: 5, Nay: 0, Absent: 2</p>	Ms. Lauren Bush
<p>P. Approval of Board Policy 6.309 Zero Tolerance Offenses on First and Final Reading Action Item</p> <p>Motion to approve Board Policy 6.309 Zero Tolerance Offenses on First and Final Reading. This motion, made by Mr. Wesley Ballard and seconded by Mr. David Settles, passed. Yea: 5, Nay: 0, Absent: 2 Dr. Duke explained that he will be working with the communications department to put out a statement regarding this new law. He said that we will take every threat seriously. He said that we have a strong threat assessment protocol, and he asked parents to please help explain to their children what we do say at school and what we don't say. Mass violence is any threat impacting two or more students.</p>	Ms. Lauren Bush
<p>Q. Approval of Board Policy 6.4001 Student Surveys, Analyses, and Evaluations on First and Final Reading Action Item</p> <p>Motion to approve Board Policy 6.4001 Student Surveys, Analyses, and Evaluations on First and Final Reading. This motion, made by Mr. David Settles and seconded by Mr. Wesley Ballard, passed. Yea: 5, Nay: 0, Absent: 2</p>	Ms. Lauren Bush
<p>R. Approval of Board Policy 6.402 Physical Examinations and Immunizations on First and Final Reading Action Item</p>	Ms. Lauren Bush

<p>Motion to approve Board Policy 6.402 Physical Examinations and Immunizations on First and Final Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Amanda Moore, passed. Yea: 5, Nay: 0, Absent: 2</p>	
<p>S. Approval of School Resource Officer Memorandums of Understanding Action Item</p> <p>Motion to approve the School Resource Officer Memorandums of Understanding. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 5, Nay: 0, Absent: 2</p>	Dr. Trey Duke
<p>T. Approval of the Architect Agreement for the new MNE Playground Action Item</p> <p>Motion to approve the Architect Agreement for the new MNE Playground. This motion, made by Mr. David Settles and seconded by Mr. Wesley Ballard, passed. Yea: 5, Nay: 0, Absent: 2 Chair Campbell asked if this is the playground at the elementary school. Dr. Duke said yes, this will put the playground in a safer location behind the school. Dr. Duke explained that the long term plan is to put in additional parking where the playground is located now. Mr. Ballard asked if this was in the budget. Dr. Duke explained that this move is being funded through the ESP budget and would not require a budget amendment. Don Barch told the Board that the goal to have this completed by March 2024.</p>	Dr. Trey Duke
<p>U. Approval of 2023-2024 Student Field Trips \$20 or less Action Item</p> <p>Motion to approve the 2023-2024 Student Field Trips \$20 or less. This motion, made by Mr. David Settles and seconded by Mr. Jimmy Richardson III, passed. Yea: 5, Nay: 0, Absent: 2</p>	Dr. Trey Duke
<p>V. Approval of the FY24 Federal Stronger Connections Grant-Budget Amendment Action Item</p> <p>Motion to approve the FY24 Federal Stronger Connections Grant-Budget Amendment. This motion, made by Mr. David Settles and seconded by Ms. Amanda Moore, passed. Yea: 5, Nay: 0, Absent: 2 Dr. Duke recognized Amanda Adams for her hard work on this grant. Ms. Amanda Moore said that she was so pleased to hear of the addition of these calm coaches and was so happy that the grant came through. David Settles agreed.</p>	Dr. Trey Duke
<p>W. Approval of the FY24 GPS United Way Grant/Budget Amendment Action Item</p> <p>Motion to approve the FY24 GPS United Way Grant/Budget Amendment. This motion, made by Mr. David Settles and seconded by Mr. Jimmy Richardson III, passed. Yea: 5, Nay: 0, Absent: 2</p>	Dr. Trey Duke
<p>X. Approval of the FY24 Nutrition LFS Grant Action Item</p> <p>Motion to approve the FY24 Nutrition LFS Grant. This motion, made by Mr. David Settles and seconded by Ms. Amanda Moore, passed.</p>	Dr. Trey Duke

Yea: 5, Nay: 0, Absent: 2	
<p>Y. Approval of FY24 Federal AALN Grant Action Item</p> <p>Motion to approve the FY24 Federal AALN Grant. This motion, made by Ms. Amanda Moore and seconded by Mr. David Settles, passed. Yea: 5, Nay: 0, Absent: 2</p>	Dr. Trey Duke
<p>Z. Approval of FY24 TISA Budget Amendment Action Item</p> <p>Motion to approve the FY24 TISA Budget Amendment. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 5, Nay: 0, Absent: 2 David Settles thanked Dr. Duke and his team for the hard work that goes into the budget process. Dr. Duke thanked the attendance team along with Dr. Chris George, Ms. Sandy Scheele, and Ms. Melissa Snyder.</p>	Dr. Trey Duke
<p>AA. Approval of Revenue and Expenditure Report Action Item</p> <p>Motion to approve the Revenue and Expenditure Report. This motion, made by Mr. David Settles and seconded by Mr. Jimmy Richardson III, passed. Yea: 5, Nay: 0, Absent: 2 Mr. Jimmy Richardson congratulated Kim Williams for a great job of estimating items in our budget.</p> <p>There was some discussion regarding the county taking pennies off of property tax again this year. Ms. Moore explained to the public what moving pennies could mean for our budget.</p>	Ms. Kim Williams
<p>VI. REPORTS AND INFORMATION Information Item</p>	Chair Butch Campbell
<p>A. Update on Capital Improvement Projects Information Item</p> <p>Don Barch gave a report on several major projects that had happened over the summer.</p> <p>He shared some before and after pictures with the board of the new multipurpose courts at Erma Seigel and Cason Lane. All five schools with tennis courts will be completed over the next two year. Thanks to Darla Sampson for completing the grant to get this done.</p> <p>He told the board that Reeves Rogers had lots of painting going on over the summer, along with closing in some classrooms. Resurfacing of four playgrounds at Bradley, Scales, Pittard, and Northfield. A brand-new ceiling has been installed at Mitchell Neilson, along with a complete new roof. Painting had also been completed at MNE and MNP. New gym dividers were installed at Black Fox, Northfield, Erma Seigel, Cason Lane, and Overall. And lots of work at Cason Lane Prek.</p> <p>Dr. Duke and Mr. Barch gave a shout-out to the maintenance and technology departments for their hard work.</p>	Mr. Don Barch

<p>Jimmy Richardson thanked the city for gaining the new preschool site.</p> <p>Dr. Duke added that the work that the city has done to help with this project has been phenomenal. He said that the ribbon cutting will be the middle or end of August.</p>	
<p>B. Director's Update Information Item</p> <p>Dr. Duke told the board that Principals and Assistant Principals are back. Teachers and EAs will return on Monday. Students first half day is August 7 and Open Houses at schools are August 3.</p> <p>Dr. Duke told the board that we will be working with new 3rd grade families to explain the 3rd grade promotion to make sure they are well aware again this year. He said that letters will go home with every 3rd grader on the first day of school. He will host zoom meetings and information will be given out at open houses.</p> <p>Dr. Duke told the board that Dr. George has been working with 3rd grade families and that less than 1% will be retained this year and most of those were at the request of the parents.</p> <p>Dr. Duke informed the board that the enrollment verification process is going on now. He said that even if students are returning, they need to complete the registration process so that all information is up-to-date.</p> <p>Dr. Duke said that next week every school will go through safety training. He said that he is very happy to have Mr. Andy Taylor as our new School Safety Supervisor.</p> <p>Dr. Duke is looking forward to having students back in our schools.</p>	<p>Dr. Trey Duke</p>
<p>VII. OTHER BUSINESS Information Item</p>	<p>Chair Butch Campbell</p>
<p>VIII. ADJOURNMENT Action Item</p> <p>Motion to adjourn at 7:21. This motion, made by Mr. David Settles and seconded by Mr. Wesley Ballard, passed. Yea: 5, Nay: 0, Absent: 2</p>	<p>Chair Butch Campbell</p>

Director of Schools

Agenda Item Title: ESP Parent Advisory Board

Board Meeting Date: August 8, 2023

Department: Extended School Program

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Summary

As a recipient of 21st Century Community Learning Center, ESP is required to maintain a Parent Advisory Board. This Board meets twice per year, once in the Fall and once in the Spring. We value the opinions of the families we serve and want to align our programming with what our families desire and need for their students. We strive to provide opportunities for student growth; academically, physically, and beyond.

2023/2024 ESP Advisory Board

Black Fox Elementary- Demetria Corlew

Bradley Academy- Deidre Shelley

Cason Lane Academy- Whitney Thornton

Discovery School- Lauren Agee

Erma Siegel Elementary- Lashae Brickle

Hobgood Elementary- Stacie Kirby

John Pittard Elementary- Katherine Tennant

Mitchell-Neilson Schools- Jeanna Racquel

Northfield Elementary- Ibel Sanchez Mesa

Overall Creek Elementary- Kendra Smithson

Reeves-Rogers Elementary- Denise Desarli

Salem Elementary- George Deshields

Scales- Danielle Hicks

Central Office Representatives- Sheri Arnette, Assistant Superintendent of Instruction

Kandy Powers, ESP Supervisor

Jessica Weakley, ESP Lead Accounts Manager

Site Director Representative- Brooke Zeis

Staff Recommendation

Recommend approval of the ESP Parent Advisory Board for the 2023-2024 school year.

Fiscal Impact

The 21st Century Community Learning Grant will provide MCS with \$571,156.50 in funding for FY24. This amount has approved during the FY24 budget approval process.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Agenda Item Title: Approval of the PreK Advisory Board

Board Meeting Date: August 8, 2023

Department: Instruction and Special Education

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Summary

The Community Pre-K Advisory Council (CPAC) is a committee of members representing the local school board, parents, teachers, non-profit providers, for-profit providers, Head Start and the business community. The council shall provide input to the local board of education in considering the number and type of existing programs currently serving children four years of age within the geographical area served by the LEA.

The CPAC committee is a requirement of the state VPK grant.

Staff Recommendation

2023-24 Members of the Murfreesboro City Schools CPAC:

Dr. Trey Duke- Director of Schools

MCS Board Member as assigned (Barbara Long currently assigned)

Sheri Arnette- Assistant Superintendent of Curriculum/Instruction

Angela Fairchild- Supervisor of Special Education

Robin Newell- Principal of Cason Lane Preschool for MCS

Roxana Dove- Preschool Specialist for MCS

Latoya Pinkney- Area Manager for Mid-Cumberland Head Start

Melissa Rising- Pre-K Teacher/ Leadership Team for MCS

Patti McCloy- Pre-K Teacher/Leadership Team for MCS

Bill Shacklett- City Councilman, Business Owner- City Council, Shacklett Photography

Jacque Johnson- It Takes a Village- For- Profit Provider

Connie Casha- MTSU Department of Education- Non-Profit Provider

Elizabeth Parker- Parent

Ella Weaver- Imagination Library-United Way Rutherford County

Jolene Radnoti- Executive Director/Chairperson- Read to Succeed

Katie Turner- Youth Services- Linebaugh Public Library System

Fiscal Impact

No Fiscal Impact

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Agenda Item Title: Director of Schools Evaluation Tool

Board Meeting Date: August 8, 2023

Department: Director of Schools Office

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Summary

The 2023-2024 Director of Schools' evaluation tool is being presented to the Board for approval. The tool was revised through consultation with the Board Chair using TSBA's recommended documents. Changes from the 2022-2023 tool are identified in red.

Staff Recommendation

Recommended approval of the Director of Schools' evaluation tool for 2023-2024

Fiscal Impact

Not applicable

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success



Dr. Trey Duke
Director of Schools

~~2022-2023~~2023-2024
Performance Evaluation Instrument

Adapted from the Tennessee School Boards Association
525 Brick Church Park Drive
Nashville, TN 37027

Director of Schools Performance Evaluation Guidelines

1. An Annual evaluation of the Director of Schools shall take place in June.
2. The evaluation shall be based on the duties and responsibilities of the Director of Schools as set forth by the laws of the State of Tennessee and his/her contract.
3. The evaluation instrument utilized in this process shall be cooperatively developed by the Board and Director of Schools.
4. The evaluation rating scale to be used is as follows:

- 5 – Significantly above expectations
- 4 – Above expectations
- 3 – At expectations
- 2 – Below expectations
- 1 – Significantly below expectations

5. A satisfactory score will be if the average overall score is 3.00 or above.
6. Weighted sectional averages will be:

Section I Qualitative:

Appendix A-Administrator Survey 33 %
Appendix B-Board Observational Data 33 %

Section II Quantitative:

Appendix C-Achievement of Board 33 %
Goals/Strategic Plan

7. Appendix A needs to be distributed to administrators in May in order to be completed and included in the written evaluation to Director of Schools in June.
8. Appendix B and C needs to be distributed to all board members in May in order to be completed and included in the written evaluation to Director of Schools in June.
9. The Board shall meet with the Director of Schools to discuss the evaluation results at the June board meeting. The evaluation shall include a recommendation for improvement in any areas where the Board deems the

Director of School's performance to be unsatisfactory or in need of improvement.

10. The Director of Schools shall have the right to make a written or oral response to the evaluation.

11. A copy of the written evaluation shall be delivered to the Director of Schools two weeks prior to the June board meeting.

**SECTION I-QUALITATIVE:
APPENDIX A-Administrator Survey**

Administrators' Perceptions of Director's Performance	5 – Significantly Above Expectations	4 – Above Expectations	3 – At Expectations	2 – Below Expectations	1 – Significantly Below Expectations
1. The director develops clear expectations.					
2. The director models good communication skills.					
3. The director is knowledgeable about the curriculum.					
4. The director ensures that funds are spent wisely.					
5. The director holds me accountable for my job responsibilities.					
6. The director supports professional learning activities for teachers and administrators.					
7. The director maintains positive relationships with administrators.					
8. The director enforces board policy in a fair and consistent manner.					
9. The director ensures the safety of students and school personnel.					
10. The director administers the schools in accordance with state laws.					
11. The director has an effective plan to recruit effective employees.					
12. The director takes an active leadership role in the instructional improvement.					
13. The director evaluates my performance in a fair and consistent manner.					
14. The director interacts effectively with system employees.					
15. The director is accessible to administrators.					
16. The director develops good staff morale and loyalty to the system.					
17. The director works effectively with the school board.					
18. The director involves administrators as much as possible in decision-making.					
19. The director listens to suggestions from the administrative staff.					
20. The director demonstrates a caring attitude.					

**SECTION I-QUALITATIVE:
APPENDIX B-Board Observational Data**

Board Observational Data	5 – Significantly Above Expectations	4 – Above Expectations	3 – At Expectations	2 – Below Expectations	1 – Significantly Below Expectations
BOARD RELATIONSHIPS					
1. Keeps all board members informed on issues, needs and operation of the school system, including employment, promotion and dismissal of personnel.					
2. Has a positive working relationship with the board.					
3. Offers professional advice to the board on items requiring board action, with appropriate recommendations based on thorough study and analysis.					
4. Maintains a high degree of understanding and respect between staff and the board.					
5. Interprets and executes the intent of board policy through the development and review of administrative procedures.					
6. Supports board policy and actions to the public and staff.					
7. Remains impartial toward the board, treating all board members alike.					
8. Refrains from criticism of members of the board.					
9. Uses legal counsel in governance and procedures to avoid civil and criminal liabilities.					
10. Goes immediately and directly to the board when he/she feels an honest, objective difference of opinion exists between him/her and any or all members of the board, in an earnest effort to resolve such difference immediately.					
11. Bases position with regard to matters discussed by the board upon principle, and is willing to maintain that position without regard for its popularity until an official position has been reached, after which time the superintendent supports the decision of the board, as long as he/she remains in its employ.					
12. Seeks and accepts constructive criticism from the Board.					
13. Maintains/improves relations with the Board by consistent and appropriate interpersonal and professional interactions including but not limited to periodic joint seminars, workshops, and training sessions.					
Total Mean Score for Board Relationships					

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	5 – Significantly Above Expectations	4 – Above Expectations	3 – At Expectations	2 – Below Expectations	1 – Significantly Below Expectations
COMMUNITY RELATIONSHIPS					
1. Is an effective spokesperson for the school system.					
2. Models the highest professional standards to the community.					
3. Builds public support for the school district through structured events and engagements.					
4. Secures available community resources to help the school district solve problems and achieve goals.					
5. Establish partnerships with area businesses, institutions of higher education, and community groups to strengthen programs and support school district goals.					
6. Treats community stakeholders equitably.					
7. Recognizes and values diversity.					
8. Models community collaboration for staff.					
9. Encourages parental involvement <u>and</u> seeks parental feedback, <u>and uses feedback in program planning.</u>					
10. Works effectively with public and private agencies.					
Total Mean Score for Community Relationships					
STAFF AND PERSONNEL RELATIONSHIPS					
1. Develops good staff morale and loyalty to the system.					
2. Treats all personnel fairly.					
3. Delegates authority to staff members appropriately.					
4. Demonstrates use of system and staff evaluation data for personnel policies, decision-making, promotion of career growth and professional development.					
5. Offers professional development that is focused on student learning consistent with the school districts vision and goals.					
6. Recognizes staff for their professional achievements.					
7. Provides shared leadership and decision-making opportunities for staff that promotes a climate of collaboration and collegiality.					
8. <u>Provides opportunity for leadership development and implements strategies designed to retain high quality educators and leaders.</u>					
Total Mean Score for Staff and Personnel Relationships					

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FACILITIES, FINANCE and HUMAN RESOURCES	5 – Significantly Above Expectations	4 – Above Expectations	3 – At Expectations	2 – Below Expectations	1 – Significantly Below Expectations
1. Demonstrates knowledge of school facilities and develops a process that builds internal and public support for facility needs, including bond issues and capital improvement plans.					
2. Meets and works collaboratively with the Board and appropriate staff to determine priorities for budgeting and the effective allocation of space and human resources.					
3. Utilizes human and material resources outside the district that may support and/or enhance the achievement of goals and objectives.					
4. Provides accurate and timely reports to the board on the financial condition of the school system.					
5. Acquires, allocates and manages district resources in compliance with all laws to ensure the effective and equitable support of all of the district's students, schools and programs.					
6. Establishes and sustains partnerships with community agencies to provide additional resources to support the social and emotional growth and development of at-risk students.					
Total Mean Score for Facilities and Finance					
VISION					
1. Works effectively with board, staff, and community to develop long-range strategic plans.					
2. Initiates communication and facilitates cooperation and collaboration among staff regarding the district's mission, curriculum and program initiatives.					
3. Keeps board and community informed of progress towards long-range goals.					
4. Clearly articulates system's vision, mission and priorities to community and media.					
5. Uses assessment data related to student learning to develop the school district vision and goals.					
6. Uses relevant demographic data pertaining to students and their families in developing the school district mission and goals.					
7. Seeks and obtains needed resources to support the implementation of the school district mission and goals.					
8. Monitors, evaluates and advises the vision, mission, and implementation plans regularly.					
9. Recognizes and celebrates the contributions of school community members to the realization of vision.					
Total Mean Score for Vision					

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STUDENT ACHIEVEMENT	5 - Significantly Above Expectations	4 - Above Expectations	3 - At Expectations	2 - Below Expectations	1 - Significantly Below Expectations
1. Develops, implements, promotes and monitors continuous improvement in student achievement by using a variety of appropriate techniques.					
2. Applies effective methods of providing, monitoring, evaluating and reporting student achievement.					
3. Involves faculty and stakeholders in enhancement and renewal of curriculum to ensure alignment of curriculum, instruction and assessment.					
4. Reviews analyses of student academic achievement through standardized test results and other academic sources <u>by school and by subgroup</u> .					
5. Applies and communicates qualitative and quantitative findings to identify strengths and weaknesses in programs and practices in order to ensure continuous improvement.					
6. Works collaboratively with members of the staff in using student achievement data to determine relevant professional development opportunities.					
7. Meets with principals regularly to provide feedback on goal achievement and to assess ongoing school improvement efforts.					
8. Reviews, reports and <u>reacts-responds</u> appropriately to state accountability measures.					
9. Identifies, clarifies and addresses barriers to student learning.					
10. Recognizes and celebrates student accomplishments.					
11. Develops, monitors, and assesses district and school improvement plans, including the regular review and analysis of the district's test scores by school and subgroup. <u>Leads district and school level leaders in the development of specific district/school objectives and key results action plans in response to student achievement data. Regularly monitors the implementation of action plan with leaders.</u>					
Total Mean Score for Student Achievement					
MANAGEMENT AND OPERATIONS					
1. Aligns financial, human, and material resources to the goals of school district.					
2. Identifies multiple points of view for problem solving situation and involves stakeholders in decisions affecting schools.					
3. Solicits staff input to discuss issues and to promote effective problem-framing and problem-solving skills.					
4. Uses effective communication skills.					
5. Participates in professional learning that is aligned with strategic plan and enhances leadership skills.					
6. Implements and enforces school district code of conduct and appropriate and effective disciplinary policies, procedures and programs in a timely and consistent manner.					

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7. Promotes a climate of trust and teamwork within the district.					
8. Establishes, Develops, implements, and promotes procedures and practices dealing with emergencies such as weather, threats to the school, student violence and trauma.					
Total Mean Score for Management and Operations					
INTEGRITY, FAIRNESS AND ETHICS	5 – Significantly Above Expectations	4 – Above Expectations	3 – At Expectations	2 – Below Expectations	1 – Significantly Below Expectations
1. Examines personal and professional values to develop a personal and professional code of ethics that demonstrates personal integrity.					
2. Demonstrates values, beliefs, and attitudes that inspire others to higher levels of performance.					
3. Serves as a role model.					
4. Accepts responsibility for school operations.					
5. Treats people fairly, equitably, and with dignity and respect.					
6. Protects the rights and confidentiality of students and staff.					
7. Demonstrates appreciation for and sensitivity to the diversity in the school community.					
8. Exhibits multicultural and ethnic understanding and sensitivity.					
9. Recognizes and respects the legitimate authority of others.					
10. Applies laws and procedures fairly, wisely, and considerately.					
Total Mean Score for Integrity, Fairness and Ethics					
POLITICAL/SOCIAL/CULTURAL CONTEXT					
1. Ensures that the environment in which schools operate is influenced on behalf of students and their families.					
2. Ensures that communication occurs among the school community concerning trends, issues, and potential changes in the environment in which schools operate.					
3. Ensures that there is ongoing dialogue with representatives of diverse community groups.					
4. Ensures that the school community works within the framework of policies, laws, and regulations enacted by local, state, and federal authorities.					
5. Ensures that lines of communication are developed with decision-makers outside the school community.					
6. Promotes and expects a district-based climate of tolerance, acceptance and civility.					
7. Establishes a culture that encourages responsible risk-taking while requiring accountability for results.					
Total Mean Score for Political/Social/Cultural Context					

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**SECTION II-QUANTITATIVE:
APPENDIX C-Achievement of Board Goals/Strategic Plan**

Annual Objectives	5 – Significantly Above Expectations	4 – Above Expectations	3 – At Expectations	2 – Below Expectations	1 – Significantly Below Expectations
Performance Objective 1: Ensure that there is a continuous improvement plan for student achievement and growth.					
1. District's final determination status based on TN accountability protocol Exemplary = 5 Advancing = 4 Satisfactory = 3 Marginal = 2 In Need of Improvement = 1 <i>Data Source: District Heat Maps</i>					
2. Success Rate Score (proficiency in ELA, Math, and Science if included) for "All Students" Status based on TDOE Accountability Rules using AMOs/Absolute Performance 4 points earned on success rate = evaluation score of 5 3 points earned on success rate = evaluation score of 4 2 points earned on success rate = evaluation score of 3 1 points earned on success rate = evaluation score of 2 0 points earned on success rate = evaluation score of 1 <i>Data Source: District Heat Maps</i>					
3. Average Score for student subgroups (BHN, ED, EL, SWD) status based on TDOE Accountability Rules. Includes success rate, chronically out of school, English Language Proficiency) 3.1-4.0 points earned on success rate = evaluation score of 5 2.1-3.0 points earned on success rate = evaluation score of 4 1.1-2.0 points earned on success rate = evaluation score of 3 .5-1.0 points earned on success rate = evaluation score of 2 0-.5 points earned on success rate = evaluation score of 1 <i>Data Source: District Heat Maps</i>					
4. TVAAS system-wide literacy 5 =5 4=4 3=3 2=2 1=1					
5. TVAAS system-wide numeracy 5 =5 4=4 3=3 2=2 1=1					

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Annual Objectives	5 – Significantly Above Expectations	4 – Above Expectations	3 – At Expectations	2 – Below Expectations	1 – Significantly Below Expectations
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Performance Objective 2: Develop a school district strategic plan.

Performance Indicators - The performance objective is complete when the Director of Schools reports:

1. Annual CIP has been revised annually to address most pressing needs.					
2. Five Year Strategic Plan has been tracked and updated annually to address current needs					

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Performance Objective 3: Implementation of the Five-Year Strategic Plan

Performance Indicators - The performance objective is complete when the Director of Schools reports on the progress made on the items below from the district's strategic plan.

1. Increase school coverage for mental health providers from 60% to 100% daily for coverage in all schools					
2. Decrease the percentage of students who are chronically absent from 14.2 % to 9% by meeting yearly chronically absent AMOs. Decrease the percentage of out-of-school suspensions using the state's AMO reduction target formula.					
3. Maintain labor costs so that they do not exceed 88% of the total general purpose budget. Maintain a minimum of 10% in unassigned fund balance while proactively creating a long-term plan for fund balance reserves above 10%.					
4. Ensure TDOE district security assessment accurately reports 100% of all schools meet security domains - needs of all schools and utilize local and grant funding to increase the physical security of all schools.					
5. Adjust and maintain salary scale for certified and classified positions to ensure MCS offers competitive pay at all pay steps. Create a salary comparison with neighboring districts and revise classified and certified salary scales to ensure MCS remains highly competitive in pay.					

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Performance Objective 4: Develop a budget for the school board as outlined in school policies, activities in the school board annual agenda, and guidelines established by the State Department of Education.

Performance Indicator - The performance objective is complete when the Director of Schools reports:

1. A budget document has been formulated using procedures required by school board policies, activities in the school board annual agenda, and guidelines established by the State Department of Education.					
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2. District budget aligns to needs of the school system as well as includes feedback from stakeholders.														Formatted: Font color: Auto
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**Director of Schools
Overall Evaluation Score**

Section I Qualitative:

Appendix A-Administrator Survey _____ X ____% = _____

Appendix B-Board Observational Data _____ X ____% = _____

Section II Quantitative

Appendix C-Achievement of Board Goals/Strategic Plan _____ X ____% = _____

OVERALL EVALUATION SCORE _____

Agenda Item Title: Approval of Board Policy 1.901, Charter School Applications, on first reading

Board Meeting Date: August 8, 2023

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

Changes recommended to Board Policy 1.901 are made to comply with changes made to State Board Policy 6.111 that now requires school districts to provide a response to charter school operators who file a letter of intent if the letter of intent is completed incorrectly. Additionally, TCA 49-13-108 gives charter schools additional appeal options if an amended application is denied; this language has been added to Policy 1.901.

Staff Recommendation

Recommend approval of changes to Board Policy 1.901, Charter School Applications, on first reading

Fiscal Impact

Not applicable

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Charter School Applications	Descriptor Code: 1.901	Issued Date: 12/08/20
		Rescinds: 1.704	Issued:

1 General

2 This policy shall apply to sponsors and potential sponsors of charter schools. It shall not apply to
3 charter schools converting from existing public schools. Proposals from existing charter school
4 operators or replicators and applicants proposing to contract with educational service providers shall
5 include the information required by state law.¹

6 APPLICATION PROCES²

7 A prospective charter school sponsor shall send the Director of Schools notice of its intent sixty (60)
8 days prior to February 1st of the year preceding the year in which the proposed charter school plans to
9 begin operation as a charter school. The Director of Schools/designee shall determine whether the
10 sponsor has selected the correct application category within ten (10) business days of receiving the
11 letter of intent and notify the sponsor within five (5) business days of a determination that the incorrect
12 application category has been selected.²

13 A sponsor seeking board approval of an initial charter school application shall complete the forms
14 provided by the Department of Education. The application shall provide all the information required by
15 state law. The sponsor shall demonstrate that the proposed charter school meets the purpose prescribed
16 by law for the formation of a charter school, and the proposed charter school will be able to implement
17 a viable program of quality education for its students.³

18 Applications shall be submitted to the Board and Department of Education on or before ~~4:30~~11:59
19 p.m. Central Time on ~~16~~ February 1st of the year preceding the year in which the proposed charter
20 school plans to begin operation as a charter school. If the 1st of February falls on a Saturday, Sunday,
21 or holiday on which the school district offices are closed, applications will be accepted on the next
22 business day on or before ~~4:30~~11:59 p.m. Late applications will not be accepted, without exception.
23 The sponsor shall pay an application fee of \$2,500.00.²

24 REVIEW TEAM¹

25 If necessary, the Board shall appoint a review team to assist in reviewing and evaluating charter school
26 applications. The team shall be composed of members of the administrative staff for the district,
27 community members, and a member of the Board with relevant educational, organizational, financial,
28 and legal experience. At the board meeting in December of each year, the Director of Schools shall
29 make a recommendation to the Board on which members of his/her administrative staff should be
30 appointed to the team. The Board shall name the members of the team at its meeting in January of each

1 year. The Board shall designate a Chair of the review team as the contact person for answering
2 questions about the application process and receiving applications. The Director of Schools or designee
3 shall develop an orientation for the team to ensure consistent evaluation standards and the elimination
4 of real or perceived conflicts of interest.

5 The Board shall require the Director of Schools to develop a procedure for receiving, reviewing, and
6 ruling on applications for the establishment of charter schools by the review team. The procedure shall
7 include a timeline for the application and review process. A copy of the procedure, including the
8 review criteria, shall be available ~~to any interested party upon request~~ on the district's website.

9 The review team shall:

10 1. Evaluate all charter school applications based on the review criteria adopted by the Board;

11 ~~2. Recommend one of the following options to the Board for each application: approve, reject, or~~
12 ~~reject with stipulations for reconsideration.~~⁴ ~~and~~

13 ~~3.2. Make recommendations for revocation, renewal, or non-renewal of charter school contracts.~~
14

15 **APPROVAL/DENIAL OF ~~APPLICATION~~⁴ APPLICATION⁵**

16
17 The Board shall rule by resolution on the approval or denial of a charter school application within
18 ninety (90) days of receipt of the completed application, or the application shall be deemed approved
19 by state law. The Director of Schools shall report the action taken by the Board to the Department of
20 Education.
21

22 *Approval*

23 The sponsor of a charter school that is approved by the Board shall enter into a written agreement with
24 the Board which shall be binding on the charter school's governing body. The charter school agreement
25 shall be in writing and signed by the sponsor and the Board.

26 The Board will receive an annual authorizer fee of three percent (3%) of the annual per student state
27 and local allocations or thirty-five thousand dollars (\$35,000), whichever is less.⁵⁶

28 Charter schools approved by the Board are expected to implement the application as submitted and
29 approved. Material variations in operations from the approved application require amendment pursuant
30 to statute and the charter school agreement.⁷

31 The Board shall not provide services to charter schools that are not requested during the application
32 process except for those services that are required under state or federal laws. Services agreed to be
33 provided to the charter school by the Board shall be provided at board actual cost. The Board and
34 charter school shall execute a service contract for any additional services.

35 New charter school agreements are approved for a ten (10) year period.^{6,8} The Board may revoke or
36 deny renewal of a charter school agreement for any of the reasons enumerated in state law.⁷⁹

1 Denial
2

3 If the initial charter school application is denied, the Board shall notify the sponsor in writing within
4 ten (10) calendar days, specifying the objective reasons for the denial and the deadline by which the
5 sponsor may submit an amended application. Upon written receipt of the grounds for denial, the
6 sponsor shall have thirty (30) calendar days within which to submit an amended application to correct
7 the deficiencies. The Board shall have sixty (60) calendar days either to deny or to approve the
8 amended application, or the application shall be deemed approved by state law.⁵

9 If the amended charter school application is denied, the Board shall notify the sponsor in writing
10 within five (5) calendar days, specifying the objective reasons for denial and the sponsor’s right to an
11 appeal. Within ten (10) calendar days of final denial, an appeal may be filed with the Tennessee Public
12 Charter School Commission.¹⁰

13 Upon written receipt of the grounds for denial, the sponsor shall have thirty (30) days within which to
14 submit an amended application to correct the deficiencies. The Board shall have sixty (60) days either
15 to deny or to approve the amended application, or the application shall be deemed approved by law.

16 Within ten (10) days of final denial, an appeal may be filed with the Tennessee Charter School
17 Commission.

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Legal References

1. TCA 49-13-106; State Board of Education Policy 6.111
2. TCA 49-13-107; TCA 1-3-102; TCA 49-13-108; TRR/MS 0520-14-01(1)(b), (e)
3. TRR/MS 0520-14-01(1)(i)
4. TRR/MS 0520-14-01
5. TCA 49-13-108; TRR/MSS 0520-14-01
6. TCA 49-13-128
7. TCA 49-13-110(d)-(e); TRR/MSS 0520-14-01
8. TCA 49-13-110(c)

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9. TCA 49-13-122
10. TCA 49-13-108(b)(5)
1. ~~TCA 49-13-106; State Board of Education Policy 6.11~~
2. ~~TCA 49-13-107; TCA 01-03-102; TCA 49-13-108; TRR/MS 0520-14-01; Public Acts of 2019, Chapter No. 219~~
3. ~~TCA 49-13-110~~
4. ~~TCA 49-13-108; TRR/MS 0520-14-01~~
5. ~~TCA 49-13-128~~
6. ~~TCA 49-13-121~~
7. ~~TCA 49-13-122~~

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Agenda Item Title: Approval of Board Policy 1.902, Charter School Agreements, on first reading

Board Meeting Date: August 8, 2023

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

State Board Policy 6.111 was updated to include requirements for charter agreements that include adding performance standards for charter school academic, financial, and organizational performance and fee-based services. Board Policy 1.902 was updated to include those requirements.

Staff Recommendation

Recommend approval of changes to Board Policy 1.902, Charter School Applications, on first reading

Fiscal Impact

Not applicable

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Murfreesboro City School Board

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Agreements	Descriptor Code: 1.902	Issued Date: 05/10/22
		Rescinds:	Issued:

1 Charter agreements shall articulate the rights and responsibilities of each party regarding school
2 autonomy, funding, administration and oversight, outcomes, measures for evaluating success or failure,
3 performance consequences, and other material terms. These agreements shall be separate from the
4 application and contain terms and performance standards under which the school shall operate.¹

5 All charter agreements shall:¹

- 6 1. Clearly state the rights and responsibilities of the charter school and the authorizer;
- 7
- 8 2. Define the material terms of the agreement as being those relevant to renewal;
- 9
- 10 3. Allow amendments subject to the approval of both parties;
- 11 4. State and respect the autonomies to which schools are entitled (e.g. programming, staffing,
12 budgeting, and scheduling);
- 13
- 14 5. Define performance standards, criteria, and conditions for renewal, intervention, revocation,
15 and non-renewal;
- 16
- 17 6. State the amount of the authorizer fee and when the authorizer fee will be collected;
- 18
- 19 7. Establish the consequences for meeting or not meeting standards as outlined by the Board;
- 20
- 21 8. State the statutory, regulatory, and procedural terms and conditions for the charter school's
22 operation;
- 23
- 24 9. State reasonable pre-opening requirements or conditions for new charter schools to ensure that
25 they meet all health, safety, and other legal requirements prior to opening;
- 26
- 27 10. State the responsibility and commitment of the charter school to adhere to essential
28 public education obligations, including admitting and serving all eligible students so long as
29 space is available, and not expelling or counseling out students except pursuant to a legal
30 discipline policy approved by the Board; and
- 31
- 32 11. State the responsibilities of the charter school and the authorizer in the event of school closures.
- 33

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PERFORMANCE STANDARDS

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Charter agreements shall include clear academic, financial, and organizational performance standards. Sources for obtaining this information shall be outlined in the agreement. At a minimum, these agreements shall include the following:

- 1. Academic performance standards that set expectations for student achievement and growth, incorporate state and federal accountability systems, and set expectations for postsecondary readiness (for high schools);
- 2. Financial performance standards that enable the Board to evaluate the charter’s financial stability; and
- 3. Organizational performance standards that define the vital components of the educational program, the financial management standards, state and federal legal requirements, and school environment expectations for which the Board shall hold the charter accountable.

The performance standards included in the charter agreement shall establish specific expectations using objective measures of student achievement. This shall be the primary measure of school quality.

FEE-BASED SERVICES

Any fee-based services shall be outlined in a separate agreement. The provision of any such fee-based services shall not be a condition of charter approval, continuation, or renewal.²

~~9.~~

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Legal References

- 1. TCA 49-13-110; State Board of Education Policy 6.111
- +2. State Board of Education Policy 6.111

Agenda Item Title: Approval of Board Policy 1.904, Charter School Intervention, on first reading

Board Meeting Date: August 8, 2023

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

Public Chapter 206 added three tiers of progressive interventions that must be taken by a charter school authorizer before the revocation of the charter agreement. The addition of tiered interventions for charter school deficiencies has been added to Board Policy 1.904.

Staff Recommendation

Recommend approval of changes to Board Policy 1.904, Charter School Intervention, on first reading

Fiscal Impact

Not applicable

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Murfreesboro City School Board

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Intervention	Descriptor Code: 1.904	Issued Date: 05/10/22
		Rescinds:	Issued:

1 *General*¹

2 The Board shall develop a clear plan for monitoring charter schools that shall be set forth in the charter
3 agreement. If the Board identifies a deficiency in charter school operations, the Director of
4 Schools/designee shall communicate the problem to the charter school. Any intervention shall be
5 proportionate to the identified problem and adhere to the provisions of the charter agreement, and
6 intervention strategies shall preserve the school autonomy and responsibility while clearly stating
7 consequences for noncompliance.¹

8 **INTERVENTION**⁺

9 The Director of Schools/designee shall give the charter school timely notice of any charter agreement
10 violations or performance deficiencies requiring intervention. Notices shall state the:

- 11 1. Deficiency;
- 12
- 13 2. Applicable regulatory, performance, or contractual provision(s) not achieved;
- 14
- 15 3. Expected remedy; and
- 16
- 17 4. Timeframe by which the Board expects the deficiency to be remedied or a corrective action
18 plan to be submitted.

19 The Director of Schools shall provide charter schools with reasonable time and opportunity to remedy
20 the deficiency or to submit a corrective action plan.

21 **PROGRESSIVE INTEVENTIONS**²

22 The Board shall assign a level of intervention for the charter school as defined by the charter
23 agreement if deficiencies are identified. Depending on the severity of the deficiency, the Board
24 reserves the right to revoke the charter agreement in accordance with state law.

25 Tier I – Notice of Deficiency

26 The Board shall provide the charter school with notice of the specific deficiency with supporting
27 documentation as well as information on possible consequences.

28 Tier II – Notice of Probationary Status

1 Tier II shall be implemented if the interventions in Tier I are unsuccessful. These interventions shall
2 consist of a letter to the charter's governing board as notice of probationary status, outlining the terms
3 of the probation and the timeline for correction.

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4 *Tier III – Review of Status*

5 Tier III shall be implemented if the interventions in Tier II are unsuccessful. These interventions shall
6 consist of a recommendation to revoke the charter contract or other sanctions as determined by the
7 Board.

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8 **REMEDIES¹**

9 Charter schools shall be responsible for notifying the Board:

- 10 1. When a deficiency has been remedied;
- 11
- 12 2. If the charter school requires an extension of time to remedy a deficiency; or
- 13
- 14 3. If the charter school requests a modification to its corrective action plan.

Legal References

1. State Board of Education Policy 6.111
2. TCA 49-13-122; Public Acts of 2023, Chapter No. 206

Agenda Item Title: Approval of Board Policy 1.905, Charter School Renewal, on first reading

Board Meeting Date: August 8, 2023

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

State statute now requires a charter school authorizer to conduct an interim review in the fifth year of the charter school's term in accordance with guidelines provided by the Tennessee Department of Education. This statutory requirement has been added to Board Policy 1.905. Additionally, state statute and State Board Policy 6.111 establishes standards for renewal criteria to be used in renewal determinations by the Board. This language was also added to Board Policy 1.905.

Staff Recommendation

Recommend approval of changes to Board Policy 1.905, Charter School Renewal, on first reading

Fiscal Impact

Not applicable

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Charter School Renewal	Descriptor Code: 1.905	Issued Date: 05/10/22
		Rescinds:	Issued:

INTERIM REVIEW

The Director of Schools/designee shall conduct an interim review of a charter school in the fifth year of a charter term in accordance with guidelines developed by the Department of Education. As part of this process, the charter school shall submit a report on the progress of the school in achieving the goals and objectives set forth in the charter agreement.¹

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CUMULATIVE PERFORMANCE REPORT

Three (3) months prior to the date on which a charter school is required to submit a renewal application, the Director of Schools/designee shall submit a performance report to the charter school that summarizes the school's performance record over the charter term and states the summative findings concerning the school's performance and prospects for renewal.²

APPLICATION AND EVALUATION

No later than April 1st of the year prior to the year in which the charter school agreement expires, the governing body of a charter school shall submit a renewal application to the Board.³

The Director of Schools/designee shall conduct a renewal evaluation site visit to each charter school that submits a charter school renewal application.⁴

The Board will make renewal decisions by February 1st in the year the charter school agreement expires.

RENEWAL CRITERIA⁴

The Board shall define and communicate with schools the criteria for renewal that is consistent with the charter agreement. The Board shall make its renewal decision based on the renewal application, annual progress reports, and renewal performance report.

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Within ten (10) days of the Board voting by resolution on a renewal application, the Director of Schools/designee shall promptly notify a school of its renewal recommendation and decision, including the reasons for the decision and any rights to an appeal. The Director of Schools/designee shall promptly communicate renewal decisions to the school community and public.

~~The Board shall make its renewal decision based on the renewal application, annual progress reports, and renewal performance report.~~

Legal References

1. [TCA 49-13-121\(k\)](#)
2. [TCA 49-13-120](#); State Board of Education Policy 6.111; [TCA 49-13-121](#)
3. [TCA 49-13-121\(a\)](#)
4. [TCA 49-13-121](#); State Board of Education Policy 6.111

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Agenda Item Title: Approval of Board Policy 1.906, Charter School Revocation, on first reading

Board Meeting Date: August 8, 2023

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

State Board Policy 6.111 adds language outlining the reasons for charter agreement revocation. The language of Board Policy 1.906 has been updated to reflect the changes to State Board Policy 6.111. Changes to Board Policy 1.906 also include additional statutory appeal rights granted to the charter school if the agreement is revoked. TCA 49-13-130 requires the charter authorizer to develop protocols for charter school closures prior to the Board denying renewal or revoking a charter school agreement. Board Policy 1.906 has been updated to require the Director of Schools to develop administrative directives to establish procedures for transition of a charter school in the event of a closure.

Staff Recommendation

Recommend approval of changes to Board Policy 1.906, Charter School Revocation, on first reading

Fiscal Impact

Not applicable

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Murfreesboro City School Board

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Revocation	Descriptor Code: 1.906	Issued Date: 05/10/22
		Rescinds:	Issued:

1 *General*

2 The Board shall revoke a charter school agreement if the charter school:¹

- 3 1. Failed to meet ~~the minimum~~ make sufficient progress toward the performance ~~requirements~~
4 expectations set forth in the charter school agreement;
- 5 2. Committed a material violation of any of the conditions, standards, or procedures set forth in
6 the charter school agreement;
- 7 3. Failed to meet generally accepted standards of fiscal management; or
- 8 4. Performed any of the acts that are conditions for non-approval of charter schools under state
9 law.

10
11
12
13 **NOTICE**

14 The Director of Schools/designee shall notify the charter school of the Board's intent to revoke the
15 charter school agreement in writing at least thirty (30) days prior to the revocation.²

16 Within ten (10) days of the Board voting to renew, not renew, or revoke a charter school agreement,
17 the Director of Schools/designee shall report the Board's decision to the Department of Education. The
18 Director of Schools/designee shall also provide a copy of the Board's resolution setting forth the
19 decision and the reasons for the decisions, and an explanation of the right to appeal.³

20 **REVOCAION DUE TO PRIORITY STATUS**

21 The Board may revoke a charter school agreement if the charter school is identified as a priority school
22 under state law. Revocation shall take effect immediately following the close of the school year in
23 which the charter school is identified as a priority school.⁴

24 The Board shall revoke a charter school agreement if the charter school is identified as a priority
25 school for two consecutive cycles (beginning in 2017). Revocation shall occur immediately after the
26 close of the school year in which the charter school is identified as a priority school for the second
27 consecutive cycle.

28 **PROCEDURES FOR CLOSURE**

29 The Director of Schools shall develop administrative ~~procedures~~directives regarding charter school
30 closures prior to the Board denying renewal or revoking a charter school agreement.⁵ These directives
31 shall outline a detailed protocol that will ensure timely notification to parents, orderly transition of
32 students and student records, and disposition of school funds, property, and assets in accordance with
33 state law.▲

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Legal References

1. TCA 49-13-122(b); State Board of Education Policy
6.111
2. TCA 49-13-122(ee)
3. ~~TCA 49-13-122(e)~~
4. ~~3. TCA 49-13-122(a);~~ State Board of Education Policy
6.110
4. TCA 49-13-122(a)
5. TCA 49-13-130

Agenda Item Title: Approval of Board Policy 2.805, Purchasing, on first reading

Board Meeting Date: August 8, 2023

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

Changes are recommended to Board Policy 2.805 to clarify when coordination with City of Murfreesboro will be required for purposes of purchasing. Purchases requiring or involving contracted services for the following will require coordination with the City of Murfreesboro Purchasing and Project Development departments:

1. Construction or maintenance involving architecture, engineering, or landscape architecture;
2. Remodeling of existing buildings, facilities, or permanent fixtures;
3. Addition of buildings, facilities, or permanent fixtures;
4. Changing grading and/or drainage; or,
5. Land disturbances.

MCS staff have been working closely with the City of Murfreesboro on these types of projects. This policy adjustment provides clarity and formalizes practice.

Staff Recommendation

Recommend approval of changes to Board Policy 2.805, Purchasing, on first reading

Fiscal Impact

Not applicable

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Murfreesboro City School Board

Monitoring: Review: Annually, in January	Descriptor Term: Purchasing	Descriptor Code: 2.805	Issued Date: 02/28/23
		Rescinds: FM 8	Issued: 01/01/12

1 *General*

2 The school system will purchase competitively and seek maximum educational value for every dollar
3 expended. Authorization to purchase shall be provided by the Board. The Executive
4 Committee/Designee shall serve as purchasing agent for system-wide purchasing.¹ Principals shall serve
5 as purchasing agents for individual schools.

6 Purchases made by anyone not authorized by the appropriate officials shall become the personal
7 responsibility of the persons making the purchase agreement. The Board will not, under any
8 circumstances, be responsible for payment for any materials, supplies, or services purchased by
9 unauthorized individuals or in an un-prescribed manner.

10 No school shall be obligated to pay for any expenditure made by a student or a teacher or by any other
11 employee unless he/she first receives a written purchase order from the proper office or unless prior
12 written permission or arrangements are made with the principal.

13 The Board shall purchase locally whenever the conditions are comparable or when it is most practical
14 under the circumstances.

15 *Individual Schools*

16 The Director of Schools/Designee must approve the following purchases:

- 17 1. A single piece of equipment costing more than five thousand dollars (\$5,000.00);
- 18 2. One that is to be attached to or one that requires alteration of the building; or
- 19 3. One that will become a permanent fixture.

20 *Central Office*

21 **ROUTINE PURCHASES**

22 Routine purchases shall include expenditures for supplies, salaries, and routine expenditures required
23 for the operation of the school system. These expenditures shall be anticipated and provided for in the
24 budget and will normally be authorized by the Board at the beginning of the fiscal year. The Director
25 of Schools or their designee shall make all routine purchases without further Board authorization;
26 however, the Board shall be promptly informed if any substantial variation from budgeted estimates
27 occurs or becomes necessary.

28 SPECIAL PURCHASES

29 Special purchases are those which are not routine, and which may or may not be specifically identified
30 by line item in the budget. Examples of special purchases are all capital expenditures such as for vehicles,
31 buildings, major contracts, purchases of major equipment, items for long-term use and supplies of an
32 unusual quantity or nature. All purchases in this category shall require specific prior Board approval on
33 an item-by-item basis. In its approval, the Board may place constraints on the Director of Schools
34 requiring Board evaluation and/or approval at various steps in the procurement process. This will be
35 determined by the Board on an individual basis depending on the nature of the procurement action.

36 EMERGENCY PURCHASES

37 Emergency purchases are those which are necessary to avert hazards which threaten health or safety, to
38 protect property from damage or to avoid major disruption of educational activities. If within budgetary
39 limits and deemed essential, emergency purchases may be made by the Director of Schools. However,
40 if the purchase is of such significant magnitude as to impact on the integrity of the budget, the Board
41 Chair shall call a special or emergency meeting of the Board to deal with the matter. In any event, the
42 Board shall be advised promptly of all emergency purchases.

43 PURCHASING OF SURPLUS PROPERTY

44
45 The Director of Schools and other employees designated by the Board shall be authorized to act for the
46 Board in acquiring federal surplus property through the Tennessee General Services Department for
47 surplus property and in entering into agreements, certifications and covenants of compliance concerning
48 the use of federal surplus property.

49 Further, the Director of Schools is authorized to purchase any needed items through suppliers approved
50 on the state bid list.

51 COOPERATIVE PURCHASING

52 The Board, at its option, will join in cooperative purchasing with other school systems to take advantage
53 of lower prices for bulk purchasing and to reduce the cost involved in bidding whenever such buying
54 appears to be to the benefit of the system.

55 ONLINE PURCHASING FOR INDIVIDUAL SCHOOLS²

56 The Board recognizes that online purchasing may provide opportunities for savings, but extra precaution
57 should be used to ensure that accounting procedures are followed. Online purchasing shall be permitted
58 with the following requirements:

- 59 1. Prior authorization must be obtained from the Director of Schools before setting up new online
60 accounts, and schools shall maintain a list of accounts.
- 61 2. Online purchases must be for school purposes and made in accordance with established policies
62 and procedures. School employees are prohibited from making personal purchases even with

- 63 the intent of reimbursing the school system. School employees are prohibited from using a
- 64 school's tax-exempt status for personal purchases of any kind.³
- 65
- 66 3. The availability of money for the fund/account in question should be determined before
- 67 Purchase Orders are approved.
- 68
- 69 4. All Purchase Orders must be properly filled out and approved prior to a purchase.
- 70
- 71 5. Price quotes should be obtained where possible and/or practical and retained with other
- 72 purchase documentation.

73 **PURCHASING WITH FEDERAL GRANT FUNDS⁴**

74 Before grant funds are obligated or expended, the Director of Schools or their designee shall review
75 the cost of a proposed expenditure and determine if it is an allowable use of federal grant funds.⁴

76 No person officially connected with or employed by the school system may participate in the selection,
77 award, or administration of a contract supported by a federal award if he or she has a real or apparent
78 conflict of interest. A real or apparent conflict of interest arises when the employee, officer, or agent,
79 any member of his or their immediate family, partner, or an organization which employs or is about to
80 employ any of the parties indicated herein, has a financial or other interest in or a tangible personal
81 benefit from a firm considered for a contract. Upon discovery of any potential conflict, the Director
82 shall disclose the potential conflict to the federal awarding agency in writing.⁵

83 **PURCHASING REQUIRING COORDINATION WITH CITY OF MURFREESBORO**

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84 Purchases requiring or involving contracted services for any of the following will require coordination
85 with the City of Murfreesboro Purchasing and Project Development departments and may require
86 additional approval by Murfreesboro City Council:

- 87 1. Construction or maintenance involving architecture, engineering, or landscape architecture;
- 88 2. Remodeling of existing buildings, facilities, or permanent fixtures;
- 89 3. Addition of buildings, facilities, or permanent fixtures;
- 90 4. Changing grading and/or drainage; or,
- 5. Land disturbances.

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For the purposes of this policy, remodeling is defined as a change to an existing building or facility, including, but not limited to, renovation, rehabilitation, reconstruction, historic restoration, changes or rearrangement in the plan configuration of walls and full-height partitions. Remodeling does not include routine maintenance, painting, or wallpapering, or changes to mechanical and/or electrical systems so long as the changes do not affect the usability of the building or facility.

Legal References

1. TCA 49-2-206(b)(3); TCA 6-36-115
2. *Tennessee Internal School Uniform Accounting Procedure Manual*, Section 4-9, 4-12
3. TCA 49-2-608(1)
4. 2 CFR 200.403
5. 2 CFR § 200.112

Cross Reference

- 5.601 Conflict of Interest

Agenda Item Title: Approval of Board Policy 2.808, Purchase Orders and Contracts, on first reading

Board Meeting Date: August 8, 2023

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

Board Policy 2.808 has been updated to include changes to clarify requirements for contract approval and signatory authority. Specifically, the policy now includes requirements that contracts equal to or greater than \$50,000.00 require board approval and Executive Committee signature and contracts less than \$50,000.00 may be approved and signed by the Director of Schools. The policy requires that any contracts approved with a value between \$25,000 and \$50,000 be included for board review at the board meeting following the contract's approval. The policy has also been updated to include a list of contracts that require board approval regardless of the dollar amount.

Staff Recommendation

Recommend approval of changes to Board Policy 2.808, Purchase Orders and Contracts, on first reading

Fiscal Impact

Not applicable

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Murfreesboro City School Board

Monitoring: Review: Annually, in January	Descriptor Term: Purchase Orders and Contracts	Descriptor Code: 2.808	Issued Date: 11/28/17 01/15/19
		Rescinds: FM 16	Issued: 01/01/12

1 *General*

2 All purchases made by the school system shall be by purchase order or formal contract, and no purchase
3 shall be made nor payment approved unless covered by an approved purchase order.

4 Purchase orders shall include the following essentials:

- 5 1. A specification which adequately describes to the supplier the characteristics and the quality
6 standards of the item required;
- 7 2. A firm, quoted, net delivered price, whenever possible; and
8
- 9 3. Electronic approval from the Finance Office assigning a Purchase Order number.

10 Contracts shall be made only with responsible suppliers with the following considerations:

- 11 1. The supplier has the potential ability to perform successfully under the terms and conditions of a
12 proposed procurement;
- 13 2. A system for contract administration shall be maintained to assure supplier conformance with
14 terms, conditions, and specifications of the contract or purchase order, and to assure adequate
15 and timely follow-up of all purchases;
- 16 3. Contracts shall contain such provisions or conditions which will allow for administrative,
17 contractual, or legal remedies in instances where suppliers violate or breach contract terms, and
18 provide for such sanctions and penalties as may be appropriate.
- 19 4. All contracts, including those of individual schools, will meet all requirements of state and
20 federal laws, rules, and regulations.¹

21 *Contract Approval and Signatory Authority*²

22 The Board is responsible for the provision of financial resources through the adoption of a budget and
23 approval of expenditures. The district requires the allocation and expenditure of funds through an
24 appropriate contract approval process. In compliance with applicable state law, all written contracts
25 and agreements equal to or greater than fifty thousand dollars (\$50,000.00) shall require Board
26 approval and Executive Committee signatures. All written contracts and agreements less than or equal

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1 to fifty thousand dollars (\$50,000.00) may be approved and signed by the Director of Schools, unless
2 the contract requires Board approval in compliance with State or federal law or Board policy. The
3 Board shall be provided with a list of written contracts and agreements with a value between twenty-
4 five thousand dollars (\$25,000.00) and fifty thousand dollars (\$50,000.00) at the regularly scheduled
5 Board meeting immediately following approval of the contract or agreement.

6 Notwithstanding the foregoing, the following contracts and agreements require Board approval:

- 7 1. Contracts or agreements extending beyond one (1) year, regardless of dollar amount;
- 8 2. Legal settlements involving the school district, regardless of dollar amount;
- 9 3. Real property contracts or agreements;
- 10 4. Construction contracts or agreements;
- 11 5. Charter school agreements;
- 12 6. Intergovernmental contracts or agreements;
- 13 7. Grant contracts or agreements; and
- 14 8. Collaborative conferencing memoranda of understanding, and all subsequent addenda.

15 -All contracts or agreements approved by the school system must be approved as to form by legal counsel from
16 the City Attorney's office. The Director of Schools shall develop administrative directives to implement this
17 policy.

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Legal References

- 1. TCA 49-2-203(a)(3); Tennessee Internal School Uniform Accounting Policy Manual, Section A-1
- 2. TCA 49-2-203; TCA 49-2-206

Agenda Item Title: Approval of Board Policy 4.203, Summer Instructional Programs, on first reading

Board Meeting Date: August 8, 2023

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

State Board Policy 3.300 was updated in May 2023 to require local boards to include information on summer programming and summer make up days in board policy. Board Policy 4.203 is a new policy that complies with the requirements of State Board Policy 3.300.

Staff Recommendation

Recommend approval of changes to Board Policy 4.203, Summer Instructional Programs, on first reading

Fiscal Impact

Funding for summer learning camps are provided through a state grant. In FY23, MCS received \$2,013,657 to operate the camps and to provide transportation.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Murfreesboro City School Board

Monitoring: Review: Annually, in August	Descriptor Term: Summer Instructional Programs	Descriptor Code: 4.203	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The following programs will be made available to students:^{1,2}

- 3 1. Learning loss bridge camps;
4
5 2. After-school learning mini camps; and
6
7 3. Summer learning camps.

8 These programs shall be organized and operated in accordance with state law as well as guidelines
9 provided by the Tennessee Department of Education. Funding for all programming shall be provided
10 for in the annual budget and take into account any available grants.

11 **SUMMER PROGRAMMING²**

12 The Director of Schools shall present a recommended summer programming plan to the Board each
13 year, no later than March 30th, outlining the following:

- 14 1. Courses offered;
15
16 2. Transportation;
17
18 3. Class size ratios;
19
20 4. Budget, including staff compensation;
21
22 5. School nutrition needs;
23
24 6. Staffing;
25
26 7. Enrollment criteria; and
27
28 8. Any additional necessary information.

29 **ATTENDANCE REQUIREMENTS²**

30 Priority students, as defined by state law, shall not be required to attend summer programs. The
31 Director of Schools shall be responsible for developing administrative procedures regarding the
32 attendance requirements of priority students in each program.

1 THIRD GRADE PROMOTION/RETENTION LAW & MAKE UP DAYS

2 Students who are required to attend summer programming in order to be promoted to fourth grade shall
3 attend with a ninety percent (90%) attendance rate. Students shall attend eighteen (18) days out of the
4 twenty (20) days required for summer school attendance. If more days are missed, students may make
5 up a total of 2 days. Missed days will be documented, and options for make up days will be provided
6 during the summer program.

7 The Director of Schools/designee shall develop administrative procedures regarding the documentation
8 of student attendance including make up days and the administration of the post-test for students who
9 participate in summer programming.

Legal References

1. TRR/MS 0520-01-03-.03(9); Public Acts of 2023, Chapter No. 144
2. TCA 49-6-1504
3. State Board of Education Policy 3.300

Cross References

Extended Contracts 5.112

Agenda Item Title: Approval of Board Policy 6.2011, Voluntary Pre-K Attendance, on first reading

Board Meeting Date: August 8, 2023

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

The Tennessee Department of Education requires each school board operating a voluntary pre-k program to have a policy outlining the requirements of VPK attendance and process for dismissal of children from the program, if necessary. Board Policy 6.2011 is a new policy that will comply with the requirements of the Department of Education.

Staff Recommendation

Recommend approval of changes to Board Policy 6.2011, Voluntary Pre-K Attendance, on first reading

Fiscal Impact

MCS will receive \$1,075,538.30 during the 2023-2024 school year through the state's VPK grant program.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Murfreesboro City School Board

Monitoring: Review: Annually, in March	Descriptor Term: Voluntary Pre-K Attendance	Descriptor Code: 6.2011	Issued Date:
		Rescinds:	Issued:

1 The Board may establish an early childhood education program to address the educational needs of
2 eligible four (4) year old children. The program shall provide educational services in accordance with
3 state law, the policies, rules, and regulations of the State Board of Education, and the Department of
4 Education.¹

5 While enrollment in an approved pre-kindergarten program is voluntary,² attendance is a key factor in
6 student achievement; therefore, students are expected to be present each day that school is in session.

7 **EXCUSED ABSENCES**

8 Absences shall be classified as either excused or unexcused as determined by the site-level
9 administrator. Excused absences shall include, but not be limited to:

- 10 1. Personal illness or injury;
- 11
- 12 2. Ongoing health related ailments which temporarily prevent attendance;
- 13
- 14 3. Communicable disease (virus or flu);
- 15
- 16 4. Religious observances;
- 17
- 18 5. Death in the family; and
- 19
- 20 6. Limited medical/dental/therapy appointments.

21 **UNEXCUSED ABSENCES**

22 Students who have four (4) or more unexcused absences within one (1) month shall be reported to the
23 site-level administrator who will, in turn, contact the parent(s)/guardian(s) of the student and determine
24 the child's participation status in the program. The site-level administrator shall document all
25 communication attempts to contact the parent(s)/guardian(s) and the outcomes of those attempts.

26 Students who have five (5) or more unexcused absences in a three (3) month period shall be reported to
27 the site-level administrator who will, in turn, contact the parent(s)/guardian(s) of the student and
28 develop an attendance plan with the help of the parent(s)/guardian(s) and other appropriate school
29 personnel. The attendance plan shall:

- 30 1. Identify the reasons for the absences;

- 1 2. Include a specific plan and date for establishing regular attendance or alternative services that
2 meet the student’s educational goals; and
3
4 3. Include the documentation of services and student outcomes to determine the effectiveness of
5 the attendance plan.

6 **DISMISSAL**

7 Students who are absent five (5) days or more within one (1) month or ten (10) days in one (1) year
8 without adequate excuse may be terminated from the program. The site-level administrator shall
9 submit dismissal documentation to the Department of Education’s Voluntary Pre-K director for
10 approval.

11 The district shall not dismiss a student without first implementing an attendance plan unless there are
12 special circumstances approved by the state Voluntary Pre-K director.

13 Once dismissal is approved, a waiting list applicant who meets eligibility determinations may fill the
14 vacant position.

15 The student may re-enter the program after a 30-day waiting period and a parent conference if there are
16 any available vacancies.

17 **DISTRICT VOLUNTARY PRE-K CONTACT INFORMATION**

18 Instruction and Curriculum
19 Murfreesboro City Schools
20 2552 South Church Street
21 Murfreesboro, TN 37127
22 615-893-2313

Legal References

1. TCA 49-6-101 *et seq.*; TRR/MS 0520-12-01
2. TCA 49-6-103(a)

Cross References

Attendance 6.200

Agenda Item Title: Approval of Contract for HVAC Renovations at Hobgood Elementary School

Board Meeting Date: August 8, 2023

Department: Operations

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Summary

The Purchasing Department for Murfreesboro City received bids for HVAC renovations at Reeves Rogers Elementary and Hobgood Elementary on behalf of Murfreesboro City Schools. Bid responses were reviewed by Murfreesboro City's Purchasing Department, Johnson + Bailey Architects P.C., and Murfreesboro City Schools. Xenergy, Inc. was the lowest bidder for Project ID ITB-62-2023.

Staff Recommendation

Approve contract for HVAC renovations at Hobgood Elementary School

Fiscal Impact

ESSER 3.0; Cost is \$1,489,000.00. This project has been approved by Board as part of the five-year capital improvement plan.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

HVAC RENOVATIONS AT HOBGOOD ELEMENTARY SCHOOL
PROJECT ID: ITB-62-2023

Vendor	Proposal
Rock City Construction Company, LLC	\$1,574,000.00
S.M. Lawrence Company, Inc.	\$1,836,800.00
Unipak Corp.	No Bid
Xenergy, Inc.	\$1,489,000.00

Based on City Purchasing and reviewed by Johnson and Bailey, Xenergy, Inc. is the lowest bidder. The funding source of this project is ESSER 3.0.

AIA[®] Document A101[®] – 2017

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

AGREEMENT made as of the ____ day of August in the year 2023
(In words, indicate day, month and year.)

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

City of Murfreesboro, Tennessee
a municipality organized under the laws of the State of Tennessee
111 West Vine Street
Murfreesboro, Tennessee 37130

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

Xenergy, Inc.
101 Hanover Square
Nashville, TN 37215

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

HVAC Renovations at
Hobgood Elementary School
Murfreesboro City Schools
J+B No. 2302 H

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

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

The Owner and Contractor agree as follows.

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

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

The parties should complete A101[®]–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201[®]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: July 31, 2024

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Four Hundred Eighty-Nine Thousand Dollars (\$ 1,489,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Owner's Contingency Allowance	\$50,000.00

§ 4.4 Unit prices, if any:
(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)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Five hundred dollars (\$500.00) per calendar day

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

§ 4.6.1 The Owner shall not be liable for the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy of Contractor or any Subcontractor for delays of any cause shall be the allowance of addition time for completion of Work, provided such additional time is reflected in a written, signed Change Order.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

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

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

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

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

AIA Document A201-2017, General Conditions of the Contract for Construction Addendum B,
Dispute Resolution Procedures

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Craig Tindall, City Manager
111 West Vine Street
Murfreesboro, TN 37130
Phone: 615-849-2629
Email: ctindall@murfreesborotn.gov

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Ronald Gray, President
Xenergy, Inc.
101 Hanover Square
Nashville, TN 37215
Phone: 615-440-7638
E-mail: rgray@xenergyinc.com

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format 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.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 A101-2017 Attachment A, Federally Required Clauses for Projects Using ARPA Grant Expenses

.5 Drawings

Number	Title	Date
Specification Section 00 01 15	Drawing Index	June 12, 2023

.6 Specifications

Section	Title	Date	Pages
00 01 10	Table of Contents	June 12, 2023	1

.7 Addenda, if any:

Number	Date	Pages
One	July 19, 2023	20
Two	July 21, 2023	1

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

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

Init.

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Section 00 11 13 Advertisement for Bids, June 12, 2023 (2 pages)

Section 00 21 13 Instructions to Bidders, June 12, 2023 (8 pages)

Section 00 22 13 Supplementary Instructions to Bidders, June 12, 2023 (3 pages)

Contractor's Bid Response, July 25, 2023 (17 pages)

J+B No. 2302R Specification Book, June 12, 2023 (149 pages)

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

OWNER *(Signature)*

Shane McFarland, Mayor

(Printed name and title)

CONTRACTOR *(Signature)*

Ronald Gray, President

(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 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.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:55:51 ET on 08/03/2023.

PAGE 1

AGREEMENT made as of the ____ day of August in the year 2023

...

City of Murfreesboro, Tennessee
a municipality organized under the laws of the State of Tennessee
111 West Vine Street
Murfreesboro, Tennessee 37130

...

Xenergy, Inc.
101 Hanover Square
Nashville, TN 37215

...

HVAC Renovations at
Hobgood Elementary School
Murfreesboro City Schools
J+B No. 2302 H

...

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

PAGE 2

The date of this Agreement.

PAGE 3

By the following date: July 31, 2024

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (~~\$ —~~), One Million Four Hundred Eighty-Nine Thousand Dollars (\$ 1,489,000.00), subject to additions and deductions as provided in the Contract Documents.

...

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User Notes:

(1919765807)

Owner's Contingency Allowance \$50,000.00

...

Five hundred dollars (\$500.00) per calendar day

...

§ 4.6.1 The Owner shall not be liable for the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy of Contractor or any Subcontractor for delays of any cause shall be the allowance of addition time for completion of Work, provided such additional time is reflected in a written, signed Change Order.

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~(—)~~ thirty (30) days after the Architect receives the Application for Payment.

...

Five percent (5%)

PAGE 6

Other (*Specify*)

AIA Document A201-2017, General Conditions of the Contract for Construction Addendum B, Dispute Resolution Procedures

...

Craig Tindall, City Manager
111 West Vine Street
Murfreesboro, TN 37130
Phone: 615-849-2629
Email: ctindall@murfreesborotn.gov

...

Ronald Gray, President
Xenergy, Inc.
101 Hanover Square
Nashville, TN 37215
Phone: 615-440-7638
E-mail: rgray@xenergyinc.com

PAGE 7

- .4** AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.) A101-2017 Attachment A, Federally Required Clauses for Projects Using ARPA Grant Expenses

...

Specification Section 00 01 15

Drawing Index

June 12, 2023

...

00 01 10 Table of Contents June 12, 2023 1

...

One July 19, 2023 20
Two July 21, 2023 1

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Section 00 11 13 Advertisement for Bids, June 12, 2023 (2 pages)
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J+B No. 2302R Specification Book, June 12, 2023 (149 pages)

...

Shane McFarland, Mayor

Ronald Gray, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Adam F. Tucker, 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 12:55:51 ET on 08/03/2023 under Order No. 3104238041 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

A101 - 2017 ATTACHMENT A

FEDERALLY REQUIRED CLAUSES FOR PROJECTS USING ARPA GRANT EXPENSES

- **CONFLICT OF INTEREST - 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.

- **SUSPENSION & DEBARMENT** - Debarment and Suspension (Executive Orders 12549 and 12689)
- A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - a. The awarded Proposer shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by an Federal department or agency to be:
 1. Debarred from participation in any federally assisted Award;
 2. Suspended from participation in any federally assisted Award;
 3. Proposed for debarment from participation in any federally assisted Award;
 4. Declared ineligible to participate in any federally assisted Award;
 5. Voluntarily excluded from participation in any federally assisted Award; or
 6. Disqualified from participation in any federally assisted Award.
 - b. By signing submitting a Proposal, Proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C throughout the period of the awarded Agreement. Contractor further agrees to include a provision requiring such compliance in

its lower tier covered transactions.

- **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)** - Contractors that apply for bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- **CIVIL RIGHTS COMPLIANCE**. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.

- **CIVIL RIGHTS REQUIREMENTS**.
 - a. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 12132, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.
 - b. Equal Employment Opportunity. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, awarded Proposer shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the awarded Contract. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment; upgrading demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

c. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, Contractor shall refrain from discrimination against present and prospective employees for reason of age.

d. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

- **2 CFR 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

The City of Murfreesboro in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 41 U.S.C. 2000d to 2000d-4 hereby notifies all proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises ("DBE's") will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, national origin, or handicap in consideration for an award.

- **DOMESTIC PREFERENCES FOR PROCUREMENTS.** (2 CFR § 200.322)

(a) As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this clause:

- "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- **BONDING REQUIREMENTS.** (2 CFR § 200.326)
For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (\$250,000), the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:
 - (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
 - (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s requirements under such contract.
 - (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

- **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148).** (all prime construction contracts in excess of \$2,000 awarded by non-Federal entities) Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor can be found in the solicitation. Award of the contract or subcontract is conditioned upon the acceptance of the wage determination. The City will report all suspected or reported violations to the Federal awarding agency.
 - 1. Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall

maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

a. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

3. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

4. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be

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necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

5. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

- **COPELAND "ANTI-KICKBACK" ACT.** Contractor must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City will report all suspected or reported violations to the Federal awarding agency.

- **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)**. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- **CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED** - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- **PROCUREMENT OF RECOVERED MATERIALS (2 CFR § 200.323)**. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR § 200.216)**.

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(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

- **RECORDKEEPING REQUIREMENTS**. The City must maintain records and financial documents for five years after all funds have been expended or returned to the Department of Treasury, as outlined in paragraph 4.c. of the Award Terms and Conditions. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

The City must agree to provide or make available such records to Treasury upon request, and to the Government Accountability Office (“GAO”), Treasury’s Office of Inspector General (“OIG”), and their authorized representative in order to conduct audits or other investigations.

- **SINGLE AUDIT REQUIREMENTS**. Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.⁷

Note that the Compliance Supplement provides information on the existing, important compliance requirements that the federal government expects to be considered as a part of such audit. The Compliance Supplement is routinely updated, and is made available in the Federal Register and on OMB's website: <https://www.whitehouse.gov/omb/office-federal-financial-management/> Recipients and subrecipients should consult the Federal Audit Clearinghouse to see examples of Single Audit submissions.

- **COMPLIANCE WITH APPLICABLE LAW & REGULATIONS.**

Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulations at 31 CFR Part 19.
- Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- New Restrictions on Lobbying, 31 C.F.R. Part 21.
- Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- Generally applicable federal environmental laws and regulations.
- Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis

- of race, color, or national origin under programs or activities receiving federal financial assistance;
 - The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- **HATCH ACT.** The City agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
 - **PUBLICATIONS.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Murfreesboro by the U.S. Department of the Treasury."
 - **PROTECTIONS FOR WHISTLEBLOWERS.** The City shall inform its employees in writing of the rights and remedies provided under clause 16 of the Grant Agreement, in the predominant native language of the workforce. Specifically, clause 16 states:
 - In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - The list of persons and entities referenced in the paragraph above includes the following:
 - A member of Congress or a representative of a committee of Congress;
 - An Inspector General;
 - The Government Accountability Office;
 - A Treasury employee responsible for contract or grant oversight or management;

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- An authorized official of the Department of Justice or other law enforcement agency;
 - A court or grand jury; or
 - A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
-
- **INCREASING SEAT BELT USE IN THE UNITED STATES.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the City encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

 - **REDUCING TEXT MESSAGING WHILE DRIVING.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

BID FORM

**HVAC Renovation
Hobgood Elementary School
Murfreesboro City Schools
J+B No. 2302H**

DATE SUBMITTED: 7-25-23 CONTRACTOR: Xenergy, Inc.

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

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

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

Time being of the essence, the Bidder proposes and agrees to commence work with an adequate force and equipment on a date to be specified in a written Order of the Architect, and to complete all work by July 31, 2024.

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

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

Whereas the Owner will suffer loss of use if the project is not complete on or before July 31, 2024. Contractor and their Surety shall be liable for and shall pay to the Owner the sum of Five Hundred Dollars (\$500.00) as fixed and agreed liquidated damages for each calendar day of delay (in excess of the Contract Completion Date established herein) until the work is substantially complete as defined in AIA Document A201, Subparagraph 9.8.1. Architect shall issue a Certificate of Substantial Completion (AIA Document G704) to verify date work is substantially complete.

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

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

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

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

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 T.C.A. §12-12-106 (The Iran Divestment Act - 2016).

BID One million four hundred eighty-nine thousand **DOLLARS**

(\$ 1,489,000)

The undersigned states that he has received and taken into consideration

Addenda No. 1 Dated 7-19-23
Addenda No. 2 Dated 7-21-23
Addenda No. _____ Dated _____

EXECUTION OF AGREEMENT:

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

COMPANY: Xenergy, Inc. DATE: 7-25-23

BY: Ron Gray TITLE: President

REFERENCE LISTING FORM

List a minimum of 3 references (other than the City of Murfreesboro) for similar projects and contracts, preferably governmental, which you have completed within the past 5 years.

1 CUSTOMER NAME: Robertson County Schools
ADDRESS: 3470 Hwy 41S, Springfield, TN 37172

TELEPHONE: (615) 384-0213 EMAIL: jimmy.finch@rcstn.net
CONTACT NAME: Jimmy Finch
DATE OF COMPLETION OF PROJECT: 4-19-2023
CONTRACT AMOUNT: \$ \$2,131,465

2 CUSTOMER NAME: Austin Peay State University
ADDRESS: 255 Marion Street #10, Clarksville, TN 37044

TELEPHONE: (931) 221-6153 EMAIL: zochp@apsu.edu
CONTACT NAME: Philip Zoch
DATE OF COMPLETION OF PROJECT: August 15, 2023
CONTRACT AMOUNT: \$ 1,279,640

3 CUSTOMER NAME: Jackson State Community College
ADDRESS: 2046 North Parkway, Jackson, TN 38301

TELEPHONE: (731) 425-2619 EMAIL: pturner@jacc.edu
CONTACT NAME: Preston Turner
DATE OF COMPLETION OF PROJECT: March 23, 2023
CONTRACT AMOUNT: \$ 754,891

My company has been in this type of business for 14 years

State License Number: 64687

Expires: 5-31-2025

Ron Gray

7-14-2023

******SIGN AND SUBMIT WITH BID PACKAGE******

SAM.gov UEI #

Required for projects using ARPA (American Rescue Plan Act) funds. SAM.gov Registration and UEI #. All vendors are required to be registered with SAM.gov and supply their Unique Entity ID (UEI). Registration can be found at <https://sam.gov/content/home>.

Legal Business Name Xenergy, Inc.

UEI # QCDAL9PKBT33

SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all information as required in this solicitation.

COMPANY NAME: Xenergy, Inc.

ADDRESS: 101 Hanover Square, Nashville, TN 37215

TELEPHONE: 615-440-7638 FAX: none

EMAIL: rgray@xenergyinc.com

ADDENDUM ACKNOWLEDGEMENT

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation within your response in the City's eProcurement Portal. Failure to acknowledge all addenda may be cause for rejection of the response.

AUTHORIZED SIGNATURE: *Ron Gray*

TITLE: President

(Print / type name as signed above): Ron Gray

DATE: July 25, 2023

*****SIGN AND SUBMIT WITH BID PACKAGE*****

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Xenergy, Inc.

IVAC Renov at Hobgood Elem

Organization Name

PR/Award Number or Project Name

Ron Gray, President

Name(s) and Title(s) of Authorized Representative(s)

Ron Gray

Signature(s)

7-25-23

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Xenergy, Inc.

IVAC Renov at Hobgood Elem

Organization Name

PR/Award Number or Project Name

Ron Gray, President

Name(s) and Title(s) of Authorized Representative(s)

Ron Gray

Signature(s)

7-25-23

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Purchasing Department
111 West Vine Street
Murfreesboro, TN 37130
615.849.2629
purchasing@murfreesborotn.gov



Thank you for your interest in working with the City of Murfreesboro on this project. Please complete the form below. The information provided will be incorporated into the sample agreement provided in the bid document once the award has been issued.

Bid Name/Project	<u>HVAC Renovations at Hobgood Elementary School</u>
Company Name:	<u>Xenergy, Inc.</u>
State of Business Registration	<u>TN</u>
Type of business entity (sole proprietorship, corporations, LLC):	<u>Corporation</u>
<u>Authorized Company Signatory Information</u> (This is the person authorized to bind the company in a contract)*	
Name:	<u>Ronald J. Gray</u>
Title:	<u>President</u>
Email Address:	<u>rgray@xenergyinc.com</u>
Phone Number:	<u>615-440-7638</u>
<u>Notices to Contractor/Vendor to</u>	
Name:	<u>Xenergy, Inc.</u>
Address:	<u>101 Hanover Square, Nashville, TN 37215</u>
Email Address:	<u>rgray@xenergyinc.com</u>

*The City utilizes DocuSign for electronic signature of contracts.



101 Hanover Square
Nashville, TN 37215
Tel. (615) 440-7638

Xenergy, Inc. TN Contractor 64687

July 25, 2023

City of Murfreesboro, TN
Purchasing Department

RE: **Xenergy, Inc. proposal**
HVAC Renovations to Hobgood Elementary School
City of Murfreesboro, TN

To whom it may concern:

Xenergy, Inc. is pleased to make this proposal to the City of Murfreesboro.

Earlier this year we completed a similar project at Krisle Elementary School in Springfield, TN, with Bard classroom units for \$2.1 million. That project also required certified payroll, as it also used ESSR funds.

We are confident that, if awarded this work, we will work well with City and School staff to complete a quality installation in a timely manner and with excellent communication.

Please let us know if you have any questions.

Sincerely,

Ronald J. Gray, P.E.
President

**Background Employee Check
TN Public Chapter 587 of 2008 - Legislation**

The Contractor/Service Provider for Murfreesboro City School System shall provide - comply with the following information:

1. Contract shall comply with the Public Chapter 587 of 2008, as codified in the Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of investigation and the Federal Bureau of investigation for each employee prior to permitting the employee to enter school ground premises when students are present.
2. The Contractor/Service Provider shall maintain documentation. Individual employee letters are to be kept on file regarding employees who work in the Murfreesboro City School Systems.



All employees are in compliance with the Public Chapter 587 of 2008, as codified in the Tennessee Code Annotated Section 49-5-413.

Submitted by:

Company Name:

Xenergy, Inc.

Address:

101 Hanover Square, Nashville, TN 37215

Telephone:

615-440-7638

Fax Number:

none

Representative: (Print Name)

Ronald J. Gray

Signature of Vendor's Authorized Representative:

President

July 14, 2023

Title

Date

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#) (AD-3027) found online at <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint>, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992, Submit your completed form or letter to USDA by:

1. Mail: US Department of Agriculture, Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue SW,
Washington, D.C. 20250-9410;
2. Fax: (202) 690-7442; or
3. Email: program.intake@usda.gov

This institution is an equal opportunity provider.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Xenergy, Inc.
101 Hanover Square
Nashville, TN 37215

OWNER:

(Name, legal status and address)

City of Murfreesboro, Tennessee a municipality organized under the laws of the State of Tennessee
111 West Vine Street
Murfreesboro, TN 37130

SURETY:

(Name, legal status and principal place of business)

The Gray Insurance Company
P.O. Box 6202
Metairie, LA 70009-6202
Mailing Address for Notices
P.O. Box 6202
Metairie, LA 70009-6202

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

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

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

HVAC Renovations at Hobgood Elementary School Murfreesboro City Schools J+B No. 2302 H

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of July, 2023.

Susan Gray

(Witness)


(Witness) Alafey Drane

Xenergy, Inc.
(Principal)



(Seal)

By: Ron Gray, President
(Title)

The Gray Insurance Company
(Surety)

(Seal)

By: 
(Title) Brittany Irby Attorney-in-Fact



**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond

Principal: Xenergy, Inc.

Project: HVAC Renovations at Hobgood Elementary School Murfreesboro City Schools J+B No. 2302 H

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **James L. Roberts III, Theresa S. Stump, Clay Bruin, Brooke Gagne, Robert M. Coon, Windy Lovelady, Brittany Irby, B Jones III, and Katherine Fowler of Lynchburg, Virginia** jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 25th day of July, 2023

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 25th day of July, 2023

Leigh Anne Henican



Purchasing Department
 111 West Vine Street
 Murfreesboro, TN 37130
 615.849.2629
purchasing@murfreesborotn.gov



Copies of the following licenses shall be provided with bid response.

This is to certify that pursuant to Tennessee Code Annotated Title 62, Chapter 6, Part 1, if a bid is \$25,000 or above, the undersigned is a licensed contractor as required by the Contractor's Licensing Act of 1976, Public Chapter No. 822 of the General Assembly of the State of Tennessee as amended, known as the General Contractors Licensing Law.

Bidder: Xenergy, Inc.
 By: Ronald J. Gray
 Title: President

Project: HVAC Renovations at Hobgood Elementary School

BIDDER IDENTIFICATION				
Bidder: <u>Xenergy, Inc.</u>				
Address: <u>101 Hanover Square, Nashville, TN 37215</u>				
TENNESSEE CONTRACTOR'S LICENSE INFORMATION				
Provide copies of the following information if licensed. If unlicensed, please mark "Bidder Unlicensed".				
TN License Number <u>64687</u>				
License Classification Applicable to Project <u>BC-B, CMC</u>				
License Expiration Date <u>5-31-25</u> Dollar Limit (\$ <u>Unlimited</u>)				
<input type="checkbox"/> BIDDER UNLICENSED				
SUBCONTRACTORS TO BE USED ON THIS PROJECT: Provide the following for each listed subcontractor				
Plumbing: Xenergy, Inc.	TN License No. 64687	Expires 5-31-25	Classification CMC	Dollar Limit Unlimited
HVAC: Xenergy, Inc.	64687	5-31-25	CMC	Unlimited
Electrical: Knight Electric, Inc.	38793	11-30-23	CE	Unlimited
Masonry: Jackson Masonry	41799	4-30-25	LMC	1,500,000
Grading: Xenergy, Inc.	64687	5-31-25	BC-B	Unlimited
Geothermal: none required				

00 45 21 – DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF Tennessee

COUNTY OF Davidson

The undersigned, principal officer of Xerergy, Inc., the Contractor, an employer of five or more employees contracting with the State of Tennessee, the Owner, to provide construction services, hereby states under oath as follows:

- 1. The undersigned is a principal officer of the Contractor and is duly authorized to execute this Affidavit on behalf of the Contractor.
- 2. The Contractor submits this Affidavit pursuant to Tennessee Code Annotated (TCA) § 50-9-113, which requires each employer with five or more employees receiving pay who contracts with the state to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with TCA Title 50, Chapter 9.
- 3. The Company is in compliance with TCA § 50-9-113.

Further affiant saith not.

[Signature]
Principal Officer

STATE OF Tennessee

COUNTY OF Davidson

Before me personally appeared Ron Gray, 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 17 day of May, 2023

[Signature]
Notary Public

My commission expires: 05/07/2024

END OF AFFIDAVIT



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

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

1. It has received a Certificate of Compliance with the applicable sections 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, 3006, and 3023 of the City of Murfreesboro Employee Handbook and shall, upon request, provide documentation of such program to the City.

Xenergy, Inc.

Name of Bidder

Ronald J. Gray, President

Printed Name and Title of Principal Officer

Ron Gray

Signature by Principal Officer

*****SIGN AND SUBMIT WITH BID PACKAGE*****

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 a person included within the list created pursuant to T.C.A. § 12-12-106.

Signature: *Ron Gray* Date: July 14, 2023

Title: President

Non-Boycott of Israel

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 supplier is not boycotting Israel pursuant to T.C.A. § 12-4-119, and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.

Signature: *Ron Gray* Date: July 14, 2023

Title: President

Agenda Item Title: Approval of Contract for HVAC Renovations at Reeves Rogers Elementary School

Board Meeting Date: August 8, 2023

Department: Operations

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Summary

The Purchasing Department for Murfreesboro City received bids for HVAC renovations at Reeves Rogers Elementary and Hobgood Elementary on behalf of Murfreesboro City Schools. Bid responses were reviewed by Murfreesboro City's Purchasing Department, Johnson + Bailey Architects P.C., and Murfreesboro City Schools. Xenergy, Inc. was the lowest bidder for Project ID ITB-63-2023.

Staff Recommendation

Approve contract for HVAC renovations at Reeves Rogers Elementary School

Fiscal Impact

ESSER 3.0; Cost is \$1,293,000.00. This project has been approved by Board as part of the five-year capital improvement plan.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

HVAC RENOVATIONS AT REEVES-ROGERS ELEMENTARY SCHOOL
PROJECT ID: ITB-63-2023

Vendor	Proposal
Bernhard MCC LLC	\$1,898,000.00
Demand Mechanical LLC	\$1,686,510.00
Rock City Construction Company, LLC	\$1,785,000.00
S.M. Lawrence Company, Inc.	\$1,784,880.00
Xenergy, Inc.	\$1,293,000.00

Based on City Purchasing and reviewed by Johnson and Bailey, Xenergy, Inc. is the lowest bidder. The funding source of this project is ESSER 3.0.

AIA[®] Document A101[®] – 2017

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

AGREEMENT made as of the _____ day of August in the year 2023
(In words, indicate day, month and year.)

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

City of Murfreesboro, Tennessee
a municipality organized under the laws of the State of Tennessee
111 West Vine Street
Murfreesboro, Tennessee 37130

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

Xenergy, Inc.
101 Hanover Square
Nashville, TN 37125

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

HVAC Renovations at
Reeves-Rogers Elementary School
Murfreesboro City Schools
J+B No. 2302 R

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

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: July 31, 2024

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one million two hundred ninety-three thousand dollars (\$ 1,293,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Owner's Contingency Allowance	\$50,000.00

§ 4.4 Unit prices, if any:

(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)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Five hundred dollars (\$500.00) per calendar day

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

§ 4.6.1 The Owner shall not be liable for the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy of Contractor or any Subcontractor for delays of any cause shall be the allowance of addition time for completion of Work, provided such additional time is reflected in a written, signed Change Order.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

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

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

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

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

AIA Document A201-2017, General Conditions of the Contract for Construction Addendum B, Dispute Resolution Procedures

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Craig Tindall, City Manager
111 West Vine Street
Murfreesboro, TN 37130
Phone: 615-849-2629
Email: ctindall@murfreesborotn.gov

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Ronald Gray, President
Xenergy, Inc.
101 Hanover Square
Nashville, TN 37215
Phone: 615-440-7638
E-mail: rgray@xenergyinc.com

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format 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.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 A101-2017 Attachment A, Federally Required Clauses for Projects Using ARPA Grant Expenses

.5 Drawings

Number	Title	Date
Specification Section 00 01 15	Drawing Index	June 12, 2023

.6 Specifications

Section	Title	Date	Pages
00 01 10	Table of Contents	June 12, 2023	1

.7 Addenda, if any:

Number	Date	Pages
One	July 18, 2023	19

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

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

Init.

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Section 00 11 13 Advertisement for Bids, June 12, 2023 (2 pages)

Section 00 21 13 Instructions to Bidders, June 12, 2023 (8 pages)

Section 00 22 13 Supplementary Instructions to Bidders, June 12, 2023 (3 pages)

Contractor's Bid Response, July 25, 2023 (18 pages)

J+B No. 2302R Specification Book, June 12, 2023 (149 pages)

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

OWNER (Signature)

Shane McFarland, Mayor

(Printed name and title)

CONTRACTOR (Signature)

Ronald Gray, President

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A101® – 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.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:32:09 ET on 08/03/2023.

PAGE 1

AGREEMENT made as of the day of August in the year 2023

...

City of Murfreesboro, Tennessee
a municipality organized under the laws of the State of Tennessee
111 West Vine Street
Murfreesboro, Tennessee 37130

...

Xenergy, Inc.
101 Hanover Square
Nashville, TN 37125

...

HVAC Renovations at
Reeves-Rogers Elementary School
Murfreesboro City Schools
J+B No. 2302 R

...

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

PAGE 2

The date of this Agreement.

PAGE 3

By the following date: July 31, 2024

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~(\$—)~~ one million two hundred ninety-three thousand dollars (\$ 1,293,000.00), subject to additions and deductions as provided in the Contract Documents.

...

Owner's Contingency Allowance \$50,000.00

...

Five hundred dollars (\$500.00) per calendar day

...

§ 4.6.1 The Owner shall not be liable for the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy of Contractor or any Subcontractor for delays of any cause shall be the allowance of addition time for completion of Work, provided such additional time is reflected in a written, signed Change Order.

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

...

Five percent (5%)

PAGE 6

Other (*Specify*)

AIA Document A201-2017, General Conditions of the Contract for Construction Addendum B, Dispute Resolution Procedures

...

Craig Tindall, City Manager
111 West Vine Street
Murfreesboro, TN 37130
Phone: 615-849-2629
Email: ctindall@murfreessorotn.gov

...

Ronald Gray, President
Xenergy, Inc.
101 Hanover Square
Nashville, TN 37215
Phone: 615-440-7638
E-mail: rgray@xenergyinc.com

PAGE 7

4 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)A101-2017 Attachment A, Federally Required Clauses for Projects Using ARPA Grant Expenses

...

Specification Section 00 01 15

Drawing Index

June 12, 2023

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Adam F. Tucker, 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 12:32:09 ET on 08/03/2023 under Order No. 3104238041 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

A101 - 2017 ATTACHMENT A

FEDERALLY REQUIRED CLAUSES FOR PROJECTS USING ARPA GRANT EXPENSES

- **CONFLICT OF INTEREST - 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.

- **SUSPENSION & DEBARMENT** - Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - a. The awarded Proposer shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by an Federal department or agency to be:
 1. Debarred from participation in any federally assisted Award;
 2. Suspended from participation in any federally assisted Award;
 3. Proposed for debarment from participation in any federally assisted Award;
 4. Declared ineligible to participate in any federally assisted Award;
 5. Voluntarily excluded from participation in any federally assisted Award; or
 6. Disqualified from participation in any federally assisted Award.
 - b. By signing submitting a Proposal, Proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C throughout the period of the awarded Agreement. Contractor further agrees to include a provision requiring such compliance in

its lower tier covered transactions.

- **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)** - Contractors that apply for bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- **CIVIL RIGHTS COMPLIANCE**. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.

- **CIVIL RIGHTS REQUIREMENTS**.
 - a. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 12132, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.
 - b. Equal Employment Opportunity. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, awarded Proposer shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the awarded Contract. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment; upgrading demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

c. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, Contractor shall refrain from discrimination against present and prospective employees for reason of age.

d. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

- **2 CFR 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

The City of Murfreesboro in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 41 U.S.C. 2000d to 2000d-4 hereby notifies all proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises ("DBE's") will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, national origin, or handicap in consideration for an award.

- **DOMESTIC PREFERENCES FOR PROCUREMENTS.** (2 CFR § 200.322)

(a) As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this clause:

- "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- **BONDING REQUIREMENTS.** (2 CFR § 200.326)
For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (\$250,000), the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:
 - (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
 - (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
 - (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148).** (all prime construction contracts in excess of \$2,000 awarded by non-Federal entities) Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor can be found in the solicitation. Award of the contract or subcontract is conditioned upon the acceptance of the wage determination. The City will report all suspected or reported violations to the Federal awarding agency.
 - 1. Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall

maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

a. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

3. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

4. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be

Attachment A

necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

5. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

- **COPELAND “ANTI-KICKBACK” ACT**. Contractor must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City will report all suspected or reported violations to the Federal awarding agency.

- **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)**. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- **CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED** - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- **PROCUREMENT OF RECOVERED MATERIALS (2 CFR § 200.323)**. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR § 200.216)**.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

- **RECORDKEEPING REQUIREMENTS.** The City must maintain records and financial documents for five years after all funds have been expended or returned to the Department of Treasury, as outlined in paragraph 4.c. of the Award Terms and Conditions. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

The City must agree to provide or make available such records to Treasury upon request, and to the Government Accountability Office (“GAO”), Treasury’s Office of Inspector General (“OIG”), and their authorized representative in order to conduct audits or other investigations.

- **SINGLE AUDIT REQUIREMENTS.** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.7

Note that the Compliance Supplement provides information on the existing, important compliance requirements that the federal government expects to be considered as a part of such audit. The Compliance Supplement is routinely updated, and is made available in the Federal Register and on OMB's website: <https://www.whitehouse.gov/omb/office-federal-financial-management/> Recipients and subrecipients should consult the Federal Audit Clearinghouse to see examples of Single Audit submissions.

- **COMPLIANCE WITH APPLICABLE LAW & REGULATIONS.**

Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulations at 31 CFR Part 19.
- Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- New Restrictions on Lobbying, 31 C.F.R. Part 21.
- Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- Generally applicable federal environmental laws and regulations.
- Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis

- of race, color, or national origin under programs or activities receiving federal financial assistance;
 - The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- **HATCH ACT.** The City agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
 - **PUBLICATIONS.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Murfreesboro by the U.S. Department of the Treasury."
 - **PROTECTIONS FOR WHISTLEBLOWERS.** The City shall inform its employees in writing of the rights and remedies provided under clause 16 of the Grant Agreement, in the predominant native language of the workforce. Specifically, clause 16 states:
 - In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - The list of persons and entities referenced in the paragraph above includes the following:
 - A member of Congress or a representative of a committee of Congress;
 - An Inspector General;
 - The Government Accountability Office;
 - A Treasury employee responsible for contract or grant oversight or management;

Attachment A

- An authorized official of the Department of Justice or other law enforcement agency;
 - A court or grand jury; or
 - A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
-
- **INCREASING SEAT BELT USE IN THE UNITED STATES.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the City encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

 - **REDUCING TEXT MESSAGING WHILE DRIVING.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Xenergy, Inc.
101 Hanover Square
Nashville, TN 37215

OWNER:

(Name, legal status and address)

City of Murfreesboro, Tennessee a municipality organized under the laws of the State of Tennessee
111 West Vine Street
Murfreesboro, TN 37130

SURETY:

(Name, legal status and principal place of business)

The Gray Insurance Company
P.O. Box 6202
Metairie, LA 70009-6202
Mailing Address for Notices
P.O. Box 6202
Metairie, LA 70009-6202

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

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

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

HVAC Renovations at Hobgood Elementary School Murfreesboro City Schools J+B No. 2302 H

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

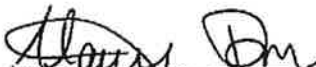
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of July, 2023.

Susan Gray

(Witness)


(Witness) Alaney Drane

Xenergy, Inc.
(Principal)



(Seal)

By: Ron Gray, President
(Title)

The Gray Insurance Company
(Surety)

(Seal)

By: 
(Title) Brittany Irby, Attorney-in-Fact



**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond

Principal: Xenergy, Inc.

Project: HVAC Renovations at Hobgood Elementary School Murfreesboro City Schools J-B No. 2302 H

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **James L. Roberts III, Theresa S. Stump, Clay Bruin, Brooke Gagne, Robert M. Coon, Windy Lovelady, Brittany Irby, B Jones III, and Katherine Fowler of Lynchburg, Virginia** jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 25th day of July, 2023

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 25th day of July, 2023

Leigh Anne Henican



BID FORM

**HVAC Renovation
Reeves Rogers Elementary School
Murfreesboro City Schools
J+B No. 2302R**

DATE SUBMITTED: 7-20-23 CONTRACTOR: Xenergy, Inc.

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

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

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

Time being of the essence, the Bidder proposes and agrees to commence work with an adequate force and equipment on a date to be specified in a written Order of the Architect, and to complete all work by July 31, 2024.

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

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

Whereas the Owner will suffer loss of use if the project is not complete on or before July 31, 2024. Contractor and their Surety shall be liable for and shall pay to the Owner the sum of Five Hundred Dollars (\$500.00) as fixed and agreed liquidated damages for each calendar day of delay (in excess of the Contract Completion Date established herein) until the work is substantially complete as defined in AIA Document A201, Subparagraph 9.8.1. Architect shall issue a Certificate of Substantial Completion (AIA Document G704) to verify date work is substantially complete.

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

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

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

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

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 T.C.A. §12-12-106 (The Iran Divestment Act - 2016).

BID One million two hundred ninety-three thousand **DOLLARS**

(\$ 1,293,000.00)

The undersigned states that he has received and taken into consideration

Addenda No. 1 Dated 7-18-23
Addenda No. Dated
Addenda No. Dated

EXECUTION OF AGREEMENT:

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

COMPANY: Xenergy, Inc. DATE: 7-20-23

BY: Ronald J. Gray TITLE: President

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Tennessee)

County of Davidson)

Ronald J. Gray, being first duly sworn, deposes and says that;

- (1) The undersigned is the (owner, partner, officer, representative, or agent) of Xenergy, Inc.
_____, the bidder submitting the attached bid.
- (2) Bidder 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 unlawful agreement any advantage against the City of Murfreesboro or any person interested in the proposed contract;
- (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 agent, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) Ron Gray

(Title) President

**This form does not require a notary signature; it only requires the officer of the company to sign affirming the affidavit*

REFERENCE LISTING FORM

List a minimum of 3 references (other than the City of Murfreesboro) for similar projects and contracts, preferably governmental, which you have completed within the past 5 years.

1 CUSTOMER NAME: Robertson County Schools
ADDRESS: 3470 Hwy 41S, Springfield, TN 37172

TELEPHONE: (615) 384-0213 EMAIL: jimmy.finch@rcstn.net
CONTACT NAME: Jimmy Finch
DATE OF COMPLETION OF PROJECT: 4-19-2023
CONTRACT AMOUNT: \$ \$2,131,465

2 CUSTOMER NAME: Austin Peay State University
ADDRESS: 255 Marion Street #10, Clarksville, TN 37044

TELEPHONE: (931) 221-6153 EMAIL: zochp@apsu.edu
CONTACT NAME: Philip Zoch
DATE OF COMPLETION OF PROJECT: August 15, 2023
CONTRACT AMOUNT: \$ 1,279,640

3 CUSTOMER NAME: Jackson State Community College
ADDRESS: 2046 North Parkway, Jackson, TN 38301

TELEPHONE: (731) 425-2619 EMAIL: pturner@jacc.edu
CONTACT NAME: Preston Turner
DATE OF COMPLETION OF PROJECT: March 23, 2023
CONTRACT AMOUNT: \$ 754,891

My company has been in this type of business for 14 years

State License Number: 64687

Expires: 5-31-2025

Ron Gray

7-14-2023

*****SIGN AND SUBMIT WITH BID PACKAGE*****

SAM.gov UEI #

Required for projects using ARPA (American Rescue Plan Act) funds. SAM.gov Registration and UEI #. All vendors are required to be registered with SAM.gov and supply their Unique Entity ID (UEI). Registration can be found at <https://sam.gov/content/home>.

Legal Business Name Xenergy, Inc.

UEI # QCDAL9PKBT33

SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all information as required in this solicitation.

COMPANY NAME: Xenergy, Inc.

ADDRESS: 101 Hanover Square, Nashville, TN 37215

TELEPHONE: 615-440-7638 FAX: none

EMAIL: rgray@xenergyinc.com

ADDENDUM ACKNOWLEDGEMENT

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation within your response in the City's eProcurement Portal. Failure to acknowledge all addenda may be cause for rejection of the response.

AUTHORIZED SIGNATURE: *Ron Gray*

TITLE: President

(Print / type name as signed above): Ron Gray

DATE: July 25, 2023

******SIGN AND SUBMIT WITH BID PACKAGE******

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Xenergy, Inc.

IVAC Renov at Hobgood Elem

Organization Name

PR/Award Number or Project Name

Ron Gray, President

Name(s) and Title(s) of Authorized Representative(s)

Ron Gray

Signature(s)

7-25-23

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Purchasing Department
111 West Vine Street
Murfreesboro, TN 37130
615.849.2629
purchasing@murfreesborotn.gov



Thank you for your interest in working with the City of Murfreesboro on this project. Please complete the form below. The information provided will be incorporated into the sample agreement provided in the bid document once the award has been issued.

Bid Name/Project	<u>HVAC Renovations at Hobgood Elementary School</u>
Company Name:	<u>Xenergy, Inc.</u>
State of Business Registration	<u>TN</u>
Type of business entity (sole proprietorship, corporations, LLC):	<u>Corporation</u>
<u>Authorized Company Signatory Information</u> (This is the person authorized to bind the company in a contract)*	
Name:	<u>Ronald J. Gray</u>
Title:	<u>President</u>
Email Address:	<u>rgray@xenergyinc.com</u>
Phone Number:	<u>615-440-7638</u>
<u>Notices to Contractor/Vendor to</u>	
Name:	<u>Xenergy, Inc.</u>
Address:	<u>101 Hanover Square, Nashville, TN 37215</u>
Email Address:	<u>rgray@xenergyinc.com</u>

*The City utilizes DocuSign for electronic signature of contracts.



101 Hanover Square
Nashville, TN 37215
Tel. (615) 440-7638

Xenergy, Inc. TN Contractor 64687

July 25, 2023

City of Murfreesboro, TN
Purchasing Department

**RE: Xenergy, Inc. proposal
HVAC Renovations to Hobgood Elementary School
City of Murfreesboro, TN**

To whom it may concern:

Xenergy, Inc. is pleased to make this proposal to the City of Murfreesboro.

Earlier this year we completed a similar project at Krisle Elementary School in Springfield, TN, with Bard classroom units for \$2.1 million. That project also required certified payroll, as it also used ESSR funds.

We are confident that, if awarded this work, we will work well with City and School staff to complete a quality installation in a timely manner and with excellent communication.

Please let us know if you have any questions.

Sincerely,

Ronald J. Gray, P.E.
President

Purchasing Department
 111 West Vine Street
 Murfreesboro, TN 37130
 615.849.2629
purchasing@murfreesborotn.gov



Copies of the following licenses shall be provided with bid response.

This is to certify that pursuant to Tennessee Code Annotated Title 62, Chapter 6, Part 1, if a bid is \$25,000 or above, the undersigned is a licensed contractor as required by the Contractor's Licensing Act of 1976, Public Chapter No. 822 of the General Assembly of the State of Tennessee as amended, known as the General Contractors Licensing Law.

Bidder: Xenergy, Inc.
 By: Ronald J. Gray
 Title: President

Project: HVAC Renovations at Hobgood Elementary School

BIDDER IDENTIFICATION					
Bidder: <u>Xenergy, Inc.</u>					
Address: <u>101 Hanover Square, Nashville, TN 37215</u>					
TENNESSEE CONTRACTOR'S LICENSE INFORMATION					
Provide copies of the following information if licensed. If unlicensed, please mark "Bidder Unlicensed".					
TN License Number <u>64687</u>					
License Classification Applicable to Project <u>BC-B, CMC</u>					
License Expiration Date <u>5-31-25</u> Dollar Limit (\$ <u>Unlimited</u>)					
<input type="checkbox"/> BIDDER UNLICENSED					
SUBCONTRACTORS TO BE USED ON THIS PROJECT: Provide the following for each listed subcontractor					
Plumbing:	Xenergy, Inc.	TN License No. 64687	Expires 5-31-25	Classification CMC	Dollar Limit Unlimited
HVAC:	Xenergy, Inc.	64687	5-31-25	CMC	Unlimited
Electrical:	Knight Electric, Inc.	38793	11-30-23	CE	Unlimited
Masonry:	Jackson Masonry	41799	4-30-25	LMC	1,500,000
Grading:	Xenergy, Inc.	64687	5-31-25	BC-B	Unlimited
Geothermal:	none required				

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Bidder: Xenergy, Inc.
 By: Ronald J. Gray
 Title: President

Project: HVAC Renovations at Hobgood Elementary School

BIDDER IDENTIFICATION				
Bidder: <u>Xenergy, Inc.</u>				
Address: <u>101 Hanover Square, Nashville, TN 37215</u>				
TENNESSEE CONTRACTOR'S LICENSE INFORMATION				
Provide copies of the following information if licensed. If unlicensed, please mark "Bidder Unlicensed".				
TN License Number <u>64687</u>				
License Classification Applicable to Project <u>BC-B, CMC</u>				
License Expiration Date <u>5-31-25</u> Dollar Limit (\$ <u>Unlimited</u>)				
<input type="checkbox"/> BIDDER UNLICENSED				
SUBCONTRACTORS TO BE USED ON THIS PROJECT: Provide the following for each listed subcontractor				
Plumbing: Xenergy, Inc.	TN License No. 64687	Expires 5-31-25	Classification CMC	Dollar Limit Unlimited
HVAC: Xenergy, Inc.	64687	5-31-25	CMC	Unlimited
Electrical: Knight Electric, Inc.	38793	11-30-23	CE	Unlimited
Masonry: Jackson Masonry	41799	4-30-25	LMC	1,500,000
Grading: Xenergy, Inc.	64687	5-31-25	BC-B	Unlimited
Geothermal: none required				

00 45 21 – DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF Tennessee
COUNTY OF Davidson

The undersigned, principal officer of Xerergy, Inc., the Contractor, an employer of five or more employees contracting with the State of Tennessee, the Owner, to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of the Contractor and is duly authorized to execute this Affidavit on behalf of the Contractor.
2. The Contractor submits this Affidavit pursuant to Tennessee Code Annotated (TCA) § 50-9-113, which requires each employer with five or more employees receiving pay who contracts with the state to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with TCA Title 50, Chapter 9.
3. The Company is in compliance with TCA § 50-9-113.

Further affiant saith not.

[Signature]
Principal Officer

STATE OF Tennessee
COUNTY OF Davidson

Before me personally appeared Ron Gray, 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 17 day of May, 2023

[Signature]
Notary Public

My commission expires: 05/07/2024

END OF AFFIDAVIT



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

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

1. It has received a Certificate of Compliance with the applicable sections 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, 3006, and 3023 of the City of Murfreesboro Employee Handbook and shall, upon request, provide documentation of such program to the City.

Xenergy, Inc.

Name of Bidder

Ronald J. Gray, President

Printed Name and Title of Principal Officer

Ron Gray

Signature by Principal Officer

*****SIGN AND SUBMIT WITH BID PACKAGE*****

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 a person included within the list created pursuant to T.C.A. § 12-12-106.

Signature: *Ron Gray* Date: July 14, 2023

Title: President

Non-Boycott of Israel

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 supplier is not boycotting Israel pursuant to T.C.A. § 12-4-119, and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.

Signature: *Ron Gray* Date: July 14, 2023

Title: President