

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
August 17, 2023

PRAYER

Ms. Madelyn Scales Harris

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

STARS Award: Joel Aguilera

Public Comment on Actionable Agenda Items

Consent Agenda

1. Strategic Partnerships (Administration)
2. Wayfinding Downtown Task Order (Administration)
3. Retail Liquor Certificate of Compliance - Gateway Wine & Spirits - Ownership Change (Finance)
4. Request to Purchase Reel Mower (Parks)
5. RTA Contract Amendment 2 (Transportation)

New Business

Land Use Matters

6. Amending the Zoning Ordinance – Building Height (Planning)
 - a. Public Hearing: Amending the Zoning Ordinance
 - b. First Reading: Ordinance 23-O-26
7. Rezoning property west of Memorial Boulevard (Planning)
 - a. Public Hearing: Rezone 34.2 acres
 - b. First Reading: Ordinance 23-OZ-27
8. Rezoning property along Veterans Parkway (Planning)
 - a. Public Hearing: Rezone 16.46 acres
 - b. First Reading: Ordinance 23-OZ-28
9. Rezoning Property Along East Vine Street (Planning)
 - a. Public Hearing: Rezone 0.64 acres
 - b. First Reading: Ordinance 23-OZ-29
10. Sewer Allocation Variance- Old Fort Parkway – Dutch Bros. Coffee (Planning)

Resolution

11. Resolution 23-R-25 Schools Budget Amendment #1 (Schools)

On Motion

12. Brinkley Road Phase 1 Final Change Order (Engineering)
13. Medical Center Phase 1 Construction (Engineering)
14. Purchase of Two New Trucks (Fire Rescue)
15. Old Fort Golf Course Renovation Project (Golf)

16. State SRO Grant and MOU with Mufreesboro City Schools (Police)

17. Purchase of Vehicle Equipment from On-Duty (Police)

18. Purchase of Body Armor from Galls (Police)

19. HVAC Replacement at Reeves-Rogers and Hobgood Elementary
(Schools)

20. TDOT Contract for Improve Act Funds (Transportation)

Board & Commission Appointments

Licensing

21. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 08/17/2023

Item Title: Strategic Partnerships
Department: Administration
Presented by: Angela Jackson, Executive Director of Strategic Services

Requested Council Action:

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

Summary

Funding recommendations and alignments for Strategic Partnerships.

Staff Recommendation

Approve funding as shown on the attached Strategic Partnership Funding Schedule.

Background Information

Strategic Partnerships have historically included funding for agencies that provide services for economic development, tourism, health, education, welfare, safety, arts and culture, and enhanced public services. Strategic Operating Partners are aligned for review of application and funding recommendations with Community Development, Economic Development, Parks and Recreation, Police, Schools, and Transportation. Governmental Services Partners are aligned to the Community Services Division, with oversight in cooperation with Rutherford County Government, and Strategic Funding Partners completed an application through the Community Services Division to align with funding designations. An assessment and reporting process ensures measurable goals and objectives are met, and funding is disbursed with successful completion and compliance to written agreements or benchmarks.

The transitional implementation from the historically funded "Outside Agencies" to "Strategic Partnerships" began in FY20. This fiscal year marks the final recommendation for this funding structure for agencies that are not providing direct governmental services. In 2024, funding requests from nonprofit organizations will be directed to a new application process through the Community Investment Trust.

Council Priorities Served

Responsible Budgeting

This process identifies and supports value added services that directly impact and enhance the City's mission and vision in a way that stewards the City's limited financial resources.

Fiscal Impact

Recommended funding levels are budgeted for FY24.

Attachment

Funding Schedule

FY24 STRATEGIC PARTNERSHIPS FUNDING SCHEDULE

Strategic Operating Partners: Community Development	
Boys & Girls Club	\$10,000
Greenhouse Ministries	\$10,000
Journeys in Community Living	\$10,000
Primary Care and Hope Clinic	\$10,000
Special Kids Therapy and Nursing Center	\$10,000
The Family Center (Exchange Club)	\$6,000
Second Harvest Food Bank of Middle Tennessee	\$5,000
Portico	\$3,500
Strategic Operating Partners: Economic Development	
Main Street Murfreesboro/Rutherford County, Inc.	\$40,000
Main Street Murfreesboro/Rutherford County, Inc.	*lease
Strategic Operating Partners: Police	
CASA of Rutherford County	\$5,000
Child Advocacy Center	\$90,000
Domestic Violence Program, Inc. – Emergency Safe Shelter	\$10,000
Domestic Violence Program, Inc. – Sexual Assault Services	\$2,500
Strategic Operating Partners: Parks and Recreation	
Discovery Center	\$20,000
Oaklands Association	\$20,000
Mid-Cumberland Human Resource Agency - Meals-on-Wheels	\$10,000
Leadership Academy, Dr. Martin Luther King, Jr. Scholarship Fund	\$8,000

Strategic Operating Partners: Schools	
Read to Succeed	\$10,000
Wee Care Day Care	\$2,500
Wee Care Day Care	*lease
Strategic Operating Partners: Transportation	
Transit Alliance of Middle Tennessee	\$5,000
Governmental Services	
Rutherford County Library System - Linebaugh	\$1,004,563
Rutherford County Library System - MGL Library at Patterson	\$230,979
Rutherford County Library System - TEC	\$112,583
Rutherford County PAWS	\$80,000
Tennessee Rehabilitation Center at Murfreesboro	\$52,530
Rutherford County Health Department	\$11,000
Rutherford County Soil Conservation District	\$2,500
Strategic Funding Partners	
Center for the Arts	\$25,000
Tennessee Philharmonic Orchestra	\$15,000
Ethos Youth Ensembles	\$10,000
Jesse C Beesley Animal Humane Foundation	\$3,000

COUNCIL COMMUNICATION

Meeting Date: 08/17/2023

Item Title: Wayfinding Downtown Task Order
Department: Administration
Presented by: Sam A. Huddleston, Assistant City Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Wayfinding Proposal and Agreement for downtown wayfinding program

Staff Recommendation

Approve the Wayfinding Agreement

Background Information

After a competitive, qualification-based process, The City selected Kerestes-Martin Associates (KMA Design) as the most qualified firm. KMA Design will provide recommendation for a Wayfinding program to be implemented in the downtown area. The agreement set fees at \$68,605 with a not-to-exceed budget of \$150,000. The project budget will allow for additional tasks to be authorized as needed. Funding for this initial Proposal is from the FY24 Planning budget.

Council Priorities Served

Establish strong City brand

The Wayfinding program will include a unique branded signage and wayfinding system that will assist in the development of the City's brand identification.

Fiscal Impact

The expense, \$68,605, is funded by the Planning Department FY24 operating budget.

Attachments

KMA Design Agreement



**Society for Experiential Graphic Design
Standard Form of Agreement for Professional Services**

Project Data	Master Design and Implementation of Downtown Wayfinding Program
Date	July 5, 2023
Design Consultant [“Designer”]	<p>Kerestes-Martin Associates, Inc. (dba KMA Design) 1276 McEwen Avenue Canonsburg, PA 15317</p> <p>Contact: Barbara J. Martin - Chief Executive Officer Tel: 412-429-4071 724-263-9804 cell</p>
Client	City of Murfreesboro
Client Contact	Sam Huddleston, Asst. City Manager
Owner	<p>City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130</p>
Project	<p>Wayfinding Program for Downtown Murfreesboro. Project will establish a wayfinding and directional signage system that will serve current residents, direct new citizens and visitors to civic features and active developments promoting the downtown area. (Attachments B and C area to be included maps)</p>

Pittsburgh

104 Broadway Street
Carnegie, PA 15106
855.878.2350

Tampa

16057 Tampa Palms
Boulevard, Suite 579,
Tampa, FL 33647
855.878.2350

Philadelphia

630 Freedom Business
Center Drive, Floor 3,
King of Prussia, PA 19406
855.878.2350



Designer
Responsibilities

Scope of Services

Assessment/Analysis, design, code research and construction documents to update wayfinding signage throughout the downtown area as per Fee Proposal (Attachment A). Wayfinding includes direction to city amenities and key destinations. Bidding and Construction Administration services will be a part of this scope of work through the completion of the initial phase of installation.

Deliverables to be provided in digital format.

Project Completion

December 31, 2024

Optional Services

The services listed below are optional and are available at the hourly rates listed plus related reimbursable expenses. The designer shall receive written authorization from the client before performing any of these services.

Optional services include, but are not limited to, the following:

Electrical or Structural Engineering
Engineer fees are not a part of this agreement.

Revisions or Changes

Revisions include changes to previously approved work, changes in the extent of work or project parameters, including city land outside of the downtown area, changes in the complexity of any elements of the project, activities performed out of sequence, changes necessitated by strikes, code revisions, schedule changes, client personnel changes, field changes, structural/electrical conflicts, fabricator price increases or other causes not within the designer's control.

Additional Consultation

Services not listed in main agreement. For an explanation of these items, see the Menu of Possible Additional Consultation & Design Services in Appendix A.

Client Responsibilities

- Appointment of a sole representative with full authority or ability to provide or obtain any necessary information and approvals required by the designer.
- Coordination of the decision-making processes with parties other than the designer.
- Timely communication of administrative or operational decisions if they affect the design or production of signage or graphic items; coordination of required public approvals and meetings.
- Timely provision of accurate and complete information and materials requested by designers such as site plans, building plans and elevations, utility locations, color/material samples and all applicable code information.

Compensation
Fees

This project will be completed for a lump sum fee of \$59,105.00 for Design Services plus \$9,500 for Reimbursable Expenses as



per Fee Proposal. This assumes one phase of installation. As per Fee Proposal (Attachment A - Fee Breakdown), services will include Task 1: Analysis; Task 2: Planning Process/Design; Task 3: Construction Administration. Total project cost for specific Tasks and Expenses is **\$68,605.00**.

Any additional work necessary due to multiple phases of implementation or due to negligence on the part of the fabricator or installation crew will be billed at an hourly rate in addition to the lump sum fee, **total contract value not to exceed \$150,000**. Any Additional work to be charged must first be approved by City staff via a Task Order to this Agreement, and all Task Orders and/or invoices bringing the cumulative compensation above the total contract value shall first be approved by City Council.

Hourly Rates (these rates apply to optional services)

Standard hourly rates are listed below and shall apply for twelve (12) months from the date of this proposal

Principal-In-Charge	\$175.00
Project Director/Sr Project Manager	\$150.00
Design Director	\$120.00
Senior Graphic Designer	\$110.00
Project Manager	\$95.00
Project Coordinator	\$75.00
Graphic Designer	\$85.00
Administrative	\$65.00

Reimbursable Expenses

Reimbursable expenses anticipated for this project are \$9,500.00. Expenses associated with mileage, meals, prints and other miscellaneous charges will be assessed a 1.10 administrative fee. Cost of airfare, mileage and rental cars are subject to price increase depending on availability and economy.

Expenses include six (6) in-person trips with a minimum of two persons per visit. A maximum number of trips during the construction phase will be two (2) site visits. Additional visits required due to fabrication or installation errors or delays will be assessed as additional expenses.

List of in-person visits to the city:

- Kick-off Meeting
- Public Session (1)
- Design Presentation
- Pre-bid Meeting with prospective bidders
- Site walk-thru with awarded fabricator
- Final installation review / punch list

Cost of additional in-person trips to the city will be assessed at \$1,150.00 per person, which includes all travel, meals and miscellaneous costs.

Payment Schedule

Billing shall occur no more frequently than every thirty (30) days. Payment is due within thirty (30) days. Payments not



received within thirty (30) days will bear interest at prime rate plus two percent (2%). The designer reserves the right to temporarily suspend services when an invoice is not paid within ninety (90) days. The designer shall be entitled to reimbursement of all costs incurred in collecting overdue accounts.

Terms and Conditions

Governing Law and Choice of Forum

The validity and interpretation of this Agreement shall be construed in accordance with, and governed by the internal laws of the State of Tennessee. All claims, would be subject to jurisdiction in the Circuit Court for Rutherford County, Tennessee. Each of the parties hereto agrees to submit to the jurisdiction of such courts and that the same shall be proper for all purposes of this Agreement. The substantially prevailing party in such matter shall be entitled to its reasonable attorney's fees and costs.

Assignment

Neither the client nor the designer may assign or transfer their interest in this agreement without the written consent of the other party.

This Agreement constitutes the entire Agreement between the parties and supersedes any prior or concurrent agreements, understandings, arrangements and negotiations. No amendment or modification of this agreement shall be valid or enforceable unless in writing and signed by the parties affected.

Ownership/Identity

All work performed shall be deemed work for hire.

Upon payment of all fees and expenses, the designer transfers ownership of the final documents to the client.

Representations

The client represents that it has full power and authority to enter into this Agreement and that it is binding and enforceable in accordance with its terms.

The design firm represents that it has full power and authority to enter into this agreement and that it is binding and enforceable in accordance with its terms.

Sales Tax

The client is exempt from paying sales tax.

Severability

All provisions of this Agreement are separate and divisible, and if any part is held invalid, the remaining provisions shall continue in full force and effect.

Termination

Either party may terminate this agreement after giving 10 days written notice. In event of the termination of this contract, the designer shall be paid in full for all services performed up to the termination date, based on standard hourly rates, along with associated reimbursable expenses.

This proposal, made on 7/5/23, shall remain valid until



12/31/24 and will become a binding contract when signed below by the client and design firm.

Optional Terms & Conditions

ADA Compliance

All signs shall be designed to comply with the current understanding of the Americans with Disabilities Act. However, as this act is a Civil Rights act and not a specific code, there is no definitive way to guarantee that a specific design will be judged acceptable.

Insurance

The designer shall maintain in force, during the duration of this agreement, the following insurance coverage:

- Automobile Liability - \$1,000,000 per occurrence
- General Liability - \$1,000,000 per occurrence with a \$2,000,000 aggregate
- Workers' Compensation - \$1,000,000 per occurrence

The designer shall name the client as an additional insured/certificate holder, as the case may be, and ensure 30 days advance written notice is given before termination, modification or expiration of the above coverage's. The client may request certificates of insurance and applicable endorsements as evidence of coverage.

Project schedule

Upon acceptance of this proposal, the designer and client shall formulate a schedule that is acceptable to both.

Records

The designer shall maintain records of hours and reimbursable expenses. These records shall be available to the client at mutually convenient times. The designer shall maintain all project records for a period of not less than five (5) years from the project completion date.

Proposal Acceptance

Signed:



 Barbara J. Martin Date 7/5/23
 Chief Executive Officer
 Kerestes-Martin Associates, Inc.
 DBA - KMA Design

Accepted by:

 Shane McFarland Date
 Mayor
 City of Murfreesboro, TN

APPROVED AS TO FORM:

DocuSigned by:


 43A2035E51F9401...
 Adam Tucker, City Attorney



APPENDIX A

Menu of Possible Additional Consultation & Design Services:

ADA Audit

Evaluation of a facility's compliance with the Americans with Disabilities Act.

Architectural, Interiors or Site Documentation

Preparation of accurate base plans or elevations.

Additional Meetings

Meetings or site visits in addition to those listed due to phased installation, contractor error or client request.

As-Builts

Preparation of "as built" design drawings, message schedules or sign location plans that document the final installation and include field changes; review of "as built" documents prepared by contractor.

Commemorative Signs

Planning, design or documentation of donor recognition or commemorative signs.

Custom Artwork

Design, artwork or retouching of letterforms, imagery, maps, diagrams

Document Translation

Development or translation of drawings, plans or sign formats into client's computer format.

Electronic Signs

Planning, design or documentation of electronic signs or components, computer-driven, video or interactive devices and their accompanying software and hardware.

Engineering Services

Contracting with engineering professionals for electrical/structural design, documentation or drawing seals. Traffic or parking studies.

Environmental Enhancements

Planning, design or documentation of ornamental or decorative elements.

Exhibit Design

Planning, design or documentation of exhibits, displays, or interpretive graphics.

Identity Design

Design, revision or redrawing of logos, logotypes or typographic identities; design of print applications.

Miscellaneous Items

Design, specification or documentation of uniforms, vehicle graphics, construction signs, murals, billboards, temporary signs, etc.

Mock-ups, Models

Manufacture or procurement of models, mock-ups or prototypes for evaluation of design concept, legibility, color, size and/or typography.

Phasing Plan

Preparation of plan for phased manufacture or installation of elements based on specific client parameters.

Public Review

Assistance in obtaining sign permits or variances; assistance with sign reviews, presentation of designs to parties outside the project team such as government officials, historical commissions,



end users, neighborhood organizations, employee groups, ADA user groups, etc.; preparation of renderings or additional presentation materials for such meetings unless otherwise identified in the RFP.

Schedule Alterations

Additional time required if the project schedule is extended four (4) weeks or more, or if all items in the project scope cannot be designed, documented, fabricated or installed together.

Sign Maintenance Assistance

Formulation of guidelines manual to facilitate future extension of program; formulation of ordering procedures for ongoing replacements and reorders; recommendations for in-house sign making or maintenance equipment.

Tenant Criteria

Sign guidelines for tenants or other third parties.

Utility Coordination

Determining locations of building or underground utilities; obtaining permission for sign installation at specific locations.



\$175.00 \$120.00 \$85.00 \$100.00 \$75.00

Item	Description	PIC	SPM	PM	SGD	GD	Subtotal Hours	Subtotal Costs
Task 1: Analysis								
1	Review History of the City						0	\$ -
2	Kick-off Meeting	1	1	1	1	1	5	\$ 555.00
3	Complete Photographic Inventory of Existing Signage		16	16	16	16	64	\$ 6,080.00
4	Document Existing Conditions						0	\$ -
5	Create Survey		4	8		8	20	\$ 1,760.00
6	Distribute Survey		2				2	\$ 240.00
7	Assess Feedback from Survey		4	8			12	\$ 1,160.00
8	Conduct Public Sessions		4	4	4	4	16	\$ 1,520.00
9	Recommendations for Existing Signage		8	16	8	16	48	\$ 4,320.00
10	Review Existing Studies and Relevant Documents		2	4			6	\$ 580.00
11	Review and Organize Guidelines		2	4			6	\$ 580.00
12	Identify Routes that may be Affected by Future Construction		2	4			6	\$ 580.00
13	Define Nomenclature		2	4			6	\$ 580.00
14	Create Preliminary Location Plan and Message Schedule		8	24			32	\$ 3,000.00
15	Prepare Project Area Analysis Document		16	32	16	32	96	\$ 8,640.00
16	Present Project Area Analysis	1	1	1	1	1	5	\$ 555.00
17	Approval of Project Area Analysis						0	\$ -
Totals:		2	72	126	46	78	324	\$ 30,150.00

Task 2: Planning Process / Design								
1	Review Architectural and Structural Plans	1			1	1	3	\$ 350.00
2	Review Branding Standards	1			1	1	3	\$ 350.00
3	Further Prepare Preliminary Location Plans/Message Schedule		8	16			24	\$ 2,320.00
4	Create List of Sign Types		2	4			6	\$ 580.00
5	Create Design Concepts and Prepare Design Package				8	16	24	\$ 2,000.00
6	Present Design Package	1	1	1	1	1	5	\$ 555.00
7	Approval of Single Design Concept						0	\$ -
8	Modify and Develop Chosen Design Scheme				8	16	24	\$ 2,000.00
9	Establish Fabrication Capabilities of the City		1		1		2	\$ 220.00
10	Coordination with Local Regulatory Agencies, DOT		1	8			9	\$ 800.00
11	Update Location Plans / Message Schedule		4	8			12	\$ 1,160.00
12	Prepare Full-scale Mock-ups, Samples and Prototypes				2	4	6	\$ 500.00
13	Update Location Plans / Message Schedule		4	8			12	\$ 1,160.00
14	Detail Mounting Methods				4	8	12	\$ 1,000.00
15	Develop Phasing Plan		2	4			6	\$ 580.00
16	Develop Management and Maintenance Plan				2	4	6	\$ 500.00
17	Provide Statement of Probable Costs			4	4		8	\$ 740.00
18	Prepare Final Package		4	8	4	8	24	\$ 2,160.00
19	Present Final Package		1	1	1	1	4	\$ 380.00
20	Revise Final Package and Re-submit		2	4	2	4	12	\$ 1,080.00
21	Submit Final Package		1				1	\$ 120.00
22	Approval of Final Package						0	\$ -
Totals:		3	31	66	39	64	203	\$ 18,555.00

Task 3: Construction Administration								
1	Bi-Weekly Conference Calls with Fabricators/Owner		20		20		40	\$ 4,400.00
2	Approve Shop Drawings, Samples, Paints, Colors, and Layouts			8		8	16	\$ 1,280.00
3	Approve Pay Applications		4				4	\$ 480.00
4	Do Walk-through Locating All Signs			8		8	16	\$ 1,280.00
5	Execute Punch List			16		16	32	\$ 2,560.00
6	Obtain As-builts				4		4	\$ 400.00
Totals:		0	24	32	24	32	112	\$ 10,400.00

Expenses								\$ 9,500.00
Grand Total - Not to Exceed								\$ 68,605.00

EXPLORE HISTORIC

Downtown Murfreesboro

SHOPPING

- Bella's Boutique
- Brohalla
- Church Street Gallery
- Flowers 'N More
- Forrest York Guitars
- FunTiques
- Holden Hardware
- M&J home
- Quinn's Mercantile
- Sugaree's
- Terri Leigh's
- The Backroom
- The Country Gourmet
- The Humidor
- The Market Place
- The Write Impression
- Trendy Pieces
- Veda's Flowers & Gifts

FOOD & DRINKS

- Boro Bowls
- Brass Horn Coffee Roasters
- City Café
- Domenico's Italian Deli
- Doodle's Kitchen & Bakery
- Hattie Jane's Creamery
- Happy's Sports Lounge
- Jack Brown's Beer & Burger
- Joanie's
- Liquid Smoke
- Marina's On The Square
- Music City Tea
- Overflow Brews & Bakes
- Puckett's Grocery Restaurant

SERVICES

- CMS Contract Management
- Concert Production
- Cultivate Coworking
- Edward Jones, Jessica Wheeler
- HireQuest Direct
- KDGi Solutions
- Mitchell & Mitchell Attorneys
- Pinnacle Financial Partners
- Regions Bank
- Shacklett's Photography
- Smith-Wright Law
- State Farm Michael Busey, Agent
- Synergy Insurance
- Team George Weeks Real Estate
- Tenpenny Heating & Air
- The Abbey Murfreesboro

HEALTH, WELLNESS & BEAUTY

- Aesthetic + Wellness
- Beckman's Prescription Shop
- Copper & Co. Hair Studio
- Dr. Jean Anne Rogers Optometrist
- Garage Barre + Bike
- Head Trip Hair Studio
- Maple Street Medical Clinic
- Onyx Shear Hair Art
- Wand & Willow Day Spa
- Woodsviking Barbershop

HOME IMPROVEMENT

- BA Homes
- Century 21 Wright Realty



EXPLORE

Greater Downtown Murfreesboro

SHOPPING

- City Tile
- Garden Patch Thrift Shoppe
- Jr's Foodland
- The Lamp Gallery

FOOD & DRINKS

- Franklin's Fruit Tea
- The Curious Kitchen
- JR's Foodland

ENTERTAINMENT

- Bradley Academy Museum & Cultural Center
- Cannonsburgh Village
- Discovery Center
- NDC National Dance Clubs
- WGNS News Radio

SERVICES

- The Bug Man
- Cultivation Network
- FASTSIGNS
- Ogles Electric
- Shane McFarland Construction

HEALTH, WELLNESS & BEAUTY

- Blink of an Eye Optometry
- Milestone Chiropractic
- Serendipity Massage & Wellness
- The Nurture Nook Day Spa & Gift Shoppe
- Urban Image Salon

HOME IMPROVEMENT

- Bill Jakes Realty
- The Bug Man

ATTRACTIONS / NON-PROFITS

- Bradley Academy Museum and Cultural Center



COUNCIL COMMUNICATION

Meeting Date: 08/17/2023

Item Title: Retail Liquor Certificate of Compliance – Gateway Wine & Spirits - Ownership Change

Department: Finance

Presented by: Jennifer Brown

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Information pertaining to the issuance of a certificate of compliance for a retail liquor store.

Background Information

State law requires that an applicant for retail liquor stores obtain a certificate of compliance from the local jurisdiction to be submitted to the Tennessee Alcoholic Beverage Commission as part of the Commission’s licensing process. Compliance for the certificate is based only on the applicant’s criminal background information and that the location complies with local zoning ordinances and distance requirements.

A certificate of compliance is requested by Dhara Chaudhary to be a co-owner of Gateway Wine & Spirits at 3119 Medical Center Parkway Ste. A5, along with present owners Mukesh Chaudhary. This request complies with statutory requirements.

Council Priorities Served

Maintain public safety

The City’s role in issuing a Certificate of Good Moral Character allows the City to be aware of locations that would like to operate as a retail liquor store, to review zoning restrictions, review applicant background issues, and check for past problems with following City Code.

Attachments

Summary of Request for Certificate of Compliance for Retail Liquor Store

City of Murfreesboro

Request for Certificate of Compliance for Retail Liquor Store

Summary of information from the application:

Owners/Partners/Stockholders/Officers:

Name	Dhara Chaudhary
Age	39
Home Address	1813 Sanctuary Place
Residency City/State	Murfreesboro, TN 37128
Race/Sex	Indian/F
Background Check Findings:	
City of Murfreesboro:	None
Rutherford County:	None
Nashville Criminal Court:	None
TBI:	None

Name of Business	Gateway Wine & Spirits
Business Location	3119 Medical Center Pkwy Ste A5

Type of Application:

New Location	_____
Ownership Change	_____ X _____
Name Change	_____
Corporation	_____ X _____
Partnership	_____
LLC	_____
Sole Proprietor	_____

Application Completed Properly?	Yes
Application Completion Date:	8/3/2023

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

COUNCIL COMMUNICATION

Meeting Date: 08/17/2023

Item Title: Request to Purchase Reel Mower
Department: Parks and Recreation
Presented by: Nate Williams, Executive Director of Recreation Services

Requested Council Action:

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

Summary

Request to purchase reel mower through a Sourcewell co-op contract.

Staff Recommendation

Approve Purchase of Reel Mower.

Background Information

To optimize natural playing surfaces on athletic fields throughout the park system, adequate equipment is necessary. The proposed purchase of the Reelmaster 3575-D, which is the industry standard for large accommodation agencies like MPRD, will aid in the quality of playing surfaces and maximize their usage. The mower is available locally at Smith Turf and Irrigation through a Sourcewell co-op contract.

Council Priorities Served

Establish strong City brand

The reel mower would allow field maintenance staff to better provide well-maintained playing surfaces for the local and out-of-town athletic leagues and tournaments.

Fiscal Impact

Cost of mower is \$64,622, with \$57,000 to be paid from CIP funds and \$7,622 from the FY24 budget.

Attachment

Contract with Smith Turf and Irrigation, LLC

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
SMITH TURF & IRRIGATION, LLC
FOR PURCHASE OF TORO REELMASTER 3575-D**

This Contract is entered into and effective as of _____, 2023 (the "Effective Date") by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **SMITH TURF & IRRIGATION, LLC**, a limited liability company of the State of North Carolina ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Sourcewell Contract #031121-TTC with Smith Turf and Irrigation, LLC ("Sourcewell Contract")*
- *Price Quotation from Smith Turf & Irrigation, LLC for One (1) Toro Reelmaster 3575-D with options as listed dated July 26, 2023 ("Contractor's Quote")*
- *Any properly executed amendments to this Agreement*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, the Sourcewell Contract*
- *Fourth, Contractor's Quote*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase **One (1) Toro Reelmaster 3575-D with options as listed** as set forth on Contractor's Quote, and as set forth in the Sourcewell Contract.
2. **Term.** The term of this contract shall be from the Effective Date to the expiration of the Sourcewell Contract on April 30, 2025. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Contract, the City has the right to immediately terminate the Contract. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Contract immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in the Contractor's Quote for **One (1) Toro Reelmaster 3575-D with options as listed** reflecting a **Total Purchase Price of Sixty-Four Thousand, Six Hundred Twenty-Two Dollars and Thirty-Three Cents (\$64,622.33)**. Any compensation due Contractor under the Contract shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. Invoices should be sent to accountspayable@murfreesborotn.gov.
 - b. Deliveries and pick-up of all items shall be made within nine months of issuance of Purchase Order to Attn: Shane Lamb – Parks and Recreation – 136 DeJarnette Lane Murfreesboro, TN 37130. Contact Person Shane Lamb (tel. 615-890-5333; email: slamb@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
 - c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Unless otherwise specified, every item purchased shall meet the warranty requirements set forth by the manufacturer and the bid specifications.

5. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Contract, and, expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

c. Copyright, Trademark, Service Mark, or Patent Infringement.

- i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
- ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

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

If to the Contractor:
Smith Turf & Irrigation, LLC
Jeff Wyatt
525 Fairground Ct.
Nashville, TN 37211
jeff.wyatt@smithturf.com

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor.

Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of

this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

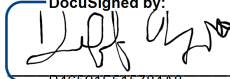
- 16. **Assignment.** The provisions of this Contract inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor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

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2023 (the "Effective Date").

CITY OF MURFREESBORO

SMITH TURF & IRRIGATION, LLC

By: _____
Shane McFarland, Mayor

DocuSigned by:

By: _____
846591F515784A8...
Jeff Wyatt, Account Manager

APPROVED AS TO FORM:

DocuSigned by:

43A2035E51F9401...
Adam F. Tucker, City Attorney

SMITH TURF & IRRIGATION

EQUIPMENT QUOTATION

Quoted To:
Shane Lamb
 City of Murfreesboro



Quoted From:
Nashville Office
 525 Fairground Ct
 Nashville, TN 37211

Account Executive: Jeff Wyatt

704-512-9121

Qty	Model	Description	MSRP	Sourcewell
1	03821	Reelmaster 3575-D	\$53,994.00	\$42,115.32
		22 Inch 7-Inch, 8-Blade (Fsr) Forward Swept Reel		
5	03639	Edgeseries	\$21,600.00	\$16,848.00
		7 Inch Powered Rear Roller Brush For Cutting		
1	03408	Units Without Groomers (Kit Of 5)	\$4,393.00	\$3,426.54
3	121-7924	Optional Turf Tire	\$1,086.54	\$847.50
1	30671	Universal Sunshade, Red	\$974.00	\$759.72
1	03247	Operator Cooling Fan	\$321.00	\$250.38
1	03248	Universal Sunshade Switch Panel	\$284.00	\$221.52
1	138-2993	Power Harness Kit	\$196.60	\$153.35
Total			\$82,849.14	\$64,622.33

Price reflects Sourcewell contract pricing
 contract number 031121-TTC

Payment Terms: Net 10th Prox (Upon Credit Approval)

Due To Market Volatility, Above Prices And Payment Terms Are Subject To Change At Any Time. STI Will Provide As Much Notice As Possible As Changes Occur.

Sub Total \$64,622.33

Est. Sales Tax

Total \$64,622.33

Quote Prepared By: Jeff Wyatt

Date: 7/26/2023

Quote Accepted By: _____

Date: _____

COUNCIL COMMUNICATION

Meeting Date: 08/17/2023

Item Title: Amendment 2 to Contract with the Regional Transportation Authority

Department: Transportation (Transit)

Presented by: Russ Brashear, Assistant Transportation Director

Requested Council Action:

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

Summary

Amendment extending term of regional transportation contract to include FY24.

Staff Recommendation

Approve Amendment 2 to contract with the Regional Transportation Authority (RTA).

Background Information

Each year the RTA determines local subsidies based on ridership, as well as Congestion Mitigation and Air Quality (CMAQ) funds. In addition to the City's funds, the Federal Transit Authority and CMAQ funding, the cost of operating RTA service is subsidized by MTSU, Rutherford County, and Davidson County.

The City subsidizes funding for one route operated by the RTA serving Murfreesboro and providing transportation to/from Nashville. The total cost to operate the service for FY24 is \$1,321,504. Murfreesboro's share of the total cost is \$33,610. The City's share of the service is paid 50% with Federal funds (\$16,805), 25%, State (\$8,403), and 25% Local (\$8,403).

Council Priorities Served

Expand Infrastructure

RTA provides a vital alternative mode of transportation for the City's citizens traveling to Nashville and serves to expand the City's transportation infrastructure. As growth continues in our City it is important to continue our partnership with RTA.

Fiscal Impact

The expenditure, \$33,610, is funded by the Department's FY24 Budget with the sources as listed above.

Attachments

1. Amendment 2 to RTA Contract
2. Original RTA Contract

**SECOND AMENDMENT
TO THE
CONTRACT BETWEEN THE
CITY OF MURFREESBORO AND THE
REGIONAL TRANSPORTATION AUTHORITY
FOR THE PROVISION OF
TRANSIT SERVICES**

This 2nd Amendment ("Second Amendment") to the Contract dated July 8, 2021 ("Contract") is effective as of this _____ day of _____, 2023, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and the Regional Transportation Authority ("RTA").

RECITALS

WHEREAS, on July 8, 2021, the City entered into a contract with RTA, for the provision of transit services; and,

WHEREAS, on June 24, 2022, the City and RTA executed the First Amendment to extend the term of the Contract and updated certain attachments thereto; and

WHEREAS, the term of the Contract, as amended between the City and RTA was from July 1, 2022 through June 30, 2023, with the ability to extend the Contract for additional periods of time representing increments of no more than one year and a total contract term of no more than four (4) remaining years, through an amendment to the Contract; and,

WHEREAS, the City and RTA wish to extend the Contract term pursuant to provision B.2. of the current Contract for an additional year; and,

WHEREAS, there have been changes to the routes, the City and RTA wish to replace Attachments 1 & 2 with Revised Attachments 1 & 2; and

NOW THEREFORE, the City and RTA mutually agree to extend the term of the current Contract from July 1, 2023 to June 30, 2024, with the updated budget and route by replacing Attachment 1 and Attachment 2 of the current Contract;

In all other respects the prior contract between the City of Murfreesboro the Regional Transportation Authority, is affirmed and renewed with no changes or modifications.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

RTA

By: _____
Shane McFarland, Mayor

DocuSigned by:
Steve Bland
By: _____
Stephen G. Bland, CEO

DocuSigned by:
Approved as to form:
Adam Tucker

43A2035E51F9401
Adam F. Tucker, City Attorney



March 15, 2023

A Service of RTA

430 Myatt Drive
Nashville, TN 37115
WeGoTransit.com
615-862-5969

Randall Hutto, Chair
Mayor Wilson County

Paige Brown, Vice Chair
Mayor City of Gallatin

Edward Cole, Secretary
Governor Appointee
Davidson County

Stephen G. Bland
Chief Executive Officer

Andy Burke
Chief Operating Officer

Renuka Christoph
Chief Communications Officer

Vince Malone
Chief of Staff & Administration

Nick Oldham
Chief Safety & Security Officer

Edward W. Oliphant
Chief Financial Officer

Trey Walker
Chief Development Officer

Mayor McFarland —

RTA's primary goal is to reduce the amount of weekday traffic along heavily populated Middle TN corridors. In doing so, this can benefit the local population with improvements in the air quality. Because of your continuing support of the Regional Transportation Services (RTA) in Middle Tennessee, we can continue growing our transportation services that will help us make a difference long term.

That being said, the time has come to renew the annual Commuter Bus Service contract for the **84X Murfreesboro Express** services for FY24 (July 1, 2023 to June 30, 2024).

I have attached the following documents for your review:

- Cover letter
- The proposed FY24 service budget(s)
- The invoice for your FY24 subsidy support of \$33,610
- The route schedule(s) with map

You will need to email me a copy of the bus service contract and/or the amendment so that I can get our CEO to sign it.

Feel free to contact me if you have any questions.

Regards,

Jeff Burysek | RTA Grants & Special Projects Administrator
WeGo Public Transit | RTA of Middle Tennessee
430 Myatt Drive | Nashville, TN | 37115
Tel: 615-862-8869 | Fax: 615-862-4127
jeffery.burysek@nashville.gov



INVOICE
FY23-MURF
07/01/23

TO: CITY OF MURFREESBORO
 P.O. BOX 1139
 MURFREESBORO, TN 37133-1139
 ATTN: JIM KERR, TRANSPORTATION DIRECTOR

FROM: Regional Transportation Authority
 430 Myatt Drive
 Madison, TN 37115
 615-862-5969

Description of Charges		AMOUNT
07/01/23	ANNUAL PARTNER SUBSIDY FOR REGIONAL BUS SERVICES FOR ROUTE 84X-MURF EXPRESS FOR THE PERIOD JULY 1, 2023 THRU JUNE 30, 2024	\$33,610.00
QUESTIONS REGARDING THIS INVOICE PLEASE CONTACT Jeff Burysek @ jeffery.burysek@nashville.gov		
Please send remittance to REGIONAL TRANSPORTATION AUTHORITY		TOTAL \$33,610.00

REVISED ATTACHMENT 2 - SECOND AMENDMENT



Relax & Ride

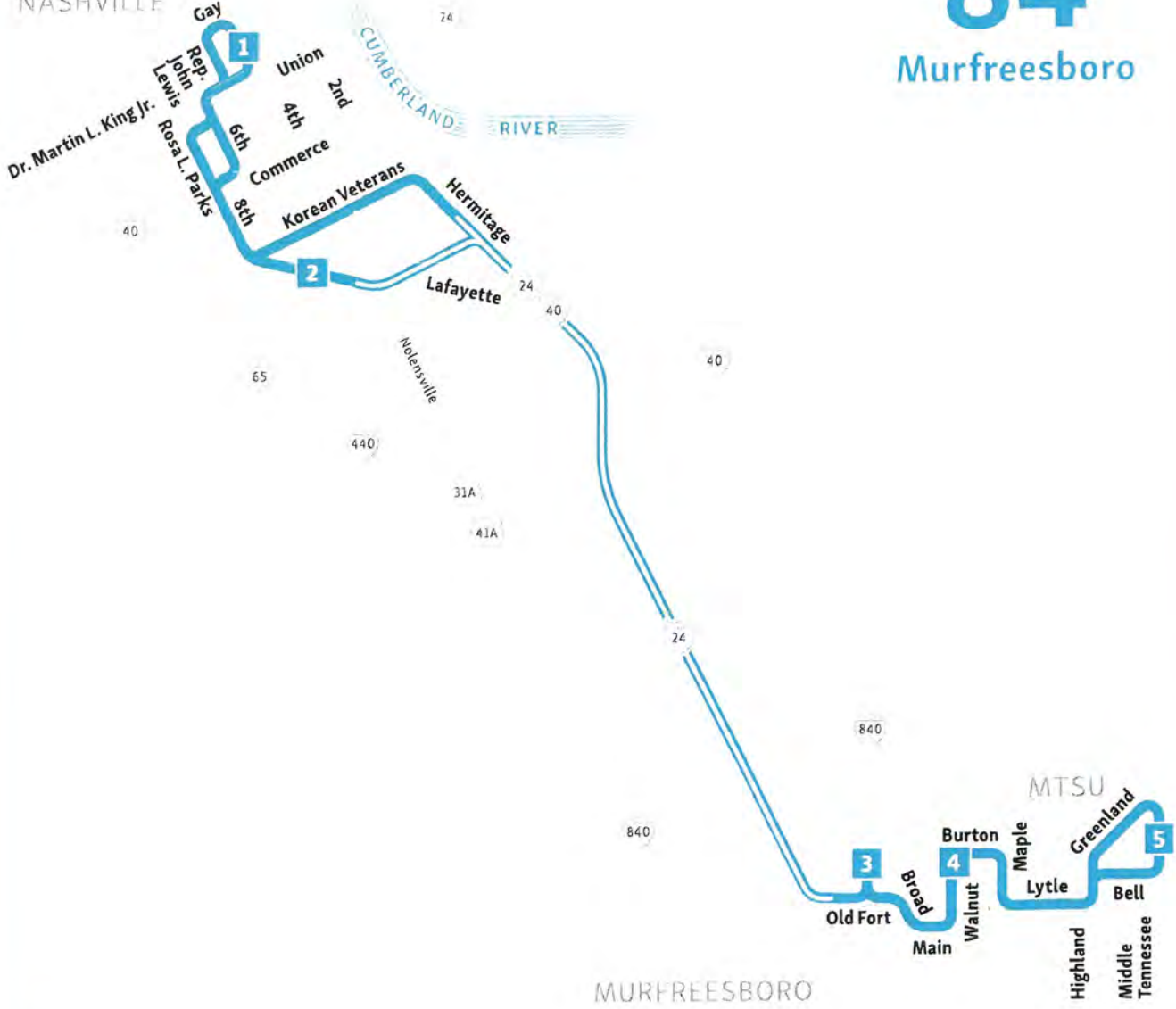
Murfreesboro Express (84X) Relax & Ride Budget FY2022 Budget with Comparative FY2023 Forecast Budget

	FY2023	FY2024
Days of Service [365 days - 104 days in weekends - 7 weekday holidays]	254	253
Number of Daily Trips	22	23
Ridership (estimate)	23,442	25,786
Operating Hours per Day (including deadhead)	40.12	41.46
Cost per hour of Service	\$116.98	\$120.49
TOTAL Daily Cost of Service	\$4,693	\$4,996
Cost of Service		
Cost of Runs [hrs/day X Cost/hr X 254 days]	1,192,082	1,263,865
Board-Initiated R&R RESERVE	98,958	57,639
<i>Total Costs</i>	1,291,040	1,321,504
Estimated Revenues		
Estimated Cash Fares/Pass Sales	51,263	67,687
One Time Contribution from <i>Other Op Revenues (or Reserves)</i>		
CARES ACT Funding to "Keep Service Whole"	551,219	449,461
ADD: RTA \$5307 Operating Funding		
Federal (50%)		
Local Match (50%)		
ADD: CMAQ Funding		
Federal	383,240	485,366
TDOT Match on CMAQ	47,905	60,671
TDOT Operating Subsidy	108,501	109,407
<i>Total Estimated Revenues</i>	1,142,128	1,172,592
<i>Estimated Net Cost</i>	148,912	148,912
Regional Subsidies		
City of Murfreesboro	33,610	33,610
MTSU	25,000	25,000
Rutherford County	36,915	36,915
Davidson County	53,387	53,387
<i>Total Subsidy (100%)</i>	148,912	148,912
Balance	0	0

REVISED ATTACHEMENT 1 - SECOND AMENDMENT

84 Murfreesboro

DOWNTOWN
NASHVILLE



- Map Key
- Non-stop service
 - 1 Timepoint

Weekdays				to Nashville
MTSU/James Union Building	Rover Transit Center	Old Fort Park	Central	
5	4	3	1	
5:25	5:32	5:40	6:30	
5:50	5:57	6:05	7:05	
6:15	6:22	6:30	7:40	
7:40	7:47	7:55	9:00	
9:15	9:22	9:30	10:30	
10:40	10:47	10:55	11:55	
12:05	12:12	12:20	1:20	
1:35	1:42	1:50	2:50	
3:15	3:22	3:30	4:35	
5:15	5:22	5:30	6:35	
8:35	8:42	8:49	9:39	

Bold times denote p.m. hours.

Weekdays					from Nashville
Central Bay 2	Greyhound Bus Station	Old Fort Park	Rover Transit Center	MTSU/James Union Building	
1	2	3	4	5	
6:18	6:26	7:04	7:11	7:19	
7:55	8:05	8:43	8:50	8:58	
9:20	9:30	10:08	10:15	10:23	
10:40	10:50	11:28	11:36	11:44	
12:10	12:20	1:00	1:09	1:17	
1:40	1:50	2:30	2:39	2:47	
3:30	3:42	4:40	4:49	4:57	
4:00	4:12	5:10	5:18	5:26	
4:35	4:47	5:45	5:53	6:01	
5:05	5:18	6:16	6:24	6:32	
7:00	7:12	7:57	8:05	8:13	

No service Saturdays, Sundays, or holidays.

Title VI

Title VI of the Civil Rights Act of 1964 states that "No Person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." For more information on Title VI, visit WeGoTransit.com.

ADA

WeGo Public Transit makes reasonable accommodations in order for individuals with disabilities to fully use transit services. All requests should be made in advance by filling out and submitting a Reasonable Accommodation Request form. For more information on Reasonable Accommodations, visit WeGoTransit.com.



October 2, 2022



For More Information

Customer Care
615-862-5950

6:30 a.m. to 8:00 p.m. – Monday-Friday
8:00 a.m. to 5:00 p.m. – Saturday
10:30 a.m. to 2:30 p.m. – Sunday

Central

400 Dr. Martin L. King Jr. Blvd.
4:45 a.m. to 12:15 a.m. – Monday-Saturday
5:45 a.m. to 11:15 p.m. – Sundays and holidays

Administrative Offices

615-862-5969

430 Myatt Drive

8:00 a.m. to 4:30 p.m. – Monday-Friday

Closed weekends and holidays

8:00 a.m. to 4:30 p.m. – Monday-Friday

Closed weekends and holidays

Stay Connected

- WeGoTransit WeGoTransit.com
- @WeGoTransit WeGoTransit.com/ride/alerts
- @WeGoTransit customer.comments@nashville.gov

Regional Fares & Passes

- Reloadable QuickTicket\$3.00
- 1-Ride Regional Bus\$4.25
- 1-Ride Regional Bus Discounted* ...\$2.00
- 20-Ride Regional Bus\$73.50
- Star Shuttles (Routes 64 & 93)Free
- Children age 4 and younger ride free.

* Youth, seniors, persons with disabilities, and Medicare cardholders may be eligible for discounted fares and passes. Apply at WeGo Central.

All bus and train fares are sold through QuickTicket, WeGo's seamless fare payment system. Through QuickTicket, you can pay for your fare using a reloadable card, a smartphone app, or non-reloadable ticket on all WeGo routes, services, and vehicles.

For more information on QuickTicket, visit QuickTicketTN.com.

**CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND THE REGIONAL TRANSPORTATION AUTHORITY
FOR THE PROVISION OF TRANSIT SERVICES**

This Transit Services Contract, effective July 8, 2021 hereinafter referred to as the "Contract", by and between the City of Murfreesboro, hereinafter referred to as the "City" and the Regional Transportation Authority, hereinafter referred to as the "Contractor" or "RTA," is for the provision of certain transit services as described herein, and as further defined in the "SCOPE OF SERVICES".

The Contractor is a governmental entity. The Contractor's address is:

RTA
430 Myatt Drive
Nashville, TN 37115

A. SCOPE OF SERVICES

- A.1. The RTA shall operate or cause to be operated a regularly scheduled transit service for the route and schedule of said project found in ATTACHMENT 1, a map of bus route 84X, between Nashville/Davidson County, Tennessee and Murfreesboro, Tennessee. This service shall service the City as a transit infrastructure.

Marketing of the project will be done through the collaborative regional transit program, RTA Relax and Ride, which is led by RTA. Any direct expenses related to marketing will be paid through the RTA Relax and Ride budgets. Promotion of said services may include, among other things, information requests, surveys and service identification on vehicles.

The City will designate an employee who shall be responsible for the approval or disapproval of RTA invoices and to respond to inquiries and for approval of the RTA's final work product.

Other than responding to inquiries and explanations of issues addressed in this Contract, the City will not control or instruct the work activities of RTA in fulfilling its requirements under this Contract. RTA shall be responsible for obtaining the end results of work product.

It is understood that RTA will provide sufficient prior written notification to the City when opportunities avail themselves to review possible service changes and schedule modifications to make more efficient use of available transit resources as pertaining to the services described in ATTACHMENT 1.

- A.2. The City is a governmental entity and is the Designated Recipient for federal transit funding under the Federal Transit Authority Urbanized Formula Grant program, 49 U.S.C. § 5307.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2021 and ending on June 30, 2022. The City shall have no obligation for services rendered by the Contractor which are not performed within the specified period or between the specified route terminus.

- B.2. Term Extension. The City reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5)

years, provided that the City notifies the Contractor in writing of its intention to do so prior to the Contract expiration date. An extension of the term of this Contract beyond June 30, 2022 will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the City's maximum liability shall only be affected through an amendment to the Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Obligation for Payments. The RTA represents and acknowledges that the RTA has agreements with Rutherford County, Middle Tennessee State University (MTSU) and Davidson County obligating these participating entities to provide local matching funds and other subsidies for this route.

The RTA shall individually bill each participating entity directly for their individual share in accordance with agreements between the RTA and each participating entity.

The Operating Hours per Day x Cost per Hour x Number Days of Service per Year shall constitute the Total Cost per Year for the RTA service. The City of Murfreesboro shall be responsible for payment of its pro rata share of the actual overall service provided that is determined through application of this formula as exhibited in ATTACHMENT 2, the budget.

The RTA shall bill the City its local share of the service. The City, as designated recipient, will be responsible for submission and receipt of any federally and state reimbursable portion of cost from the Federal Transit Administration (FTA) and Tennessee Department of Transportation (TDOT) respectively. The City portion is exhibited in ATTACHMENT 3, the invoice.

- C.2. Maximum Liability. The Contract Budget, attached and incorporated herein as a part of this Contract as ATTACHMENT 2, shall constitute the maximum amount due the Contractor for the services and all of the City's obligations hereunder. The Contract budget line items include, but are not limited to, all applicable taxes, fees, overhead, any new additional service and all other direct and indirect costs incurred or to be incurred by the Contractor.

- C.3. Compensation Firm. The maximum charge per hour is denoted in ATTACHMENT 2 and is not subject to escalation for any reason unless amended.

- C.4. Payment Methodology. The Contractor shall submit invoices, in form and substance acceptable to the City, with all of the necessary supporting documentation, prior to any reimbursement.

The invoice and supporting documentation shall be submitted annually and indicate the amount charged for the period invoiced.

- C.5. Disbursement Reconciliation and Close Out. The Contractor must close out its accounting records at the end of the Contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward. .

- C.6. Payment of Invoice. The payment of the invoice by the City shall not prejudice the City's right to object to or question any invoice or matter in relation thereto. Such payment by the City shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.

- C.7. Deductions. The City reserves the right to deduct from amounts which are or shall become due and

payable to the Contractor under this or any Contract between the Contractor and the City any amounts which are or shall become due and payable to the City by the Contractor.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The City is not bound by this Contract until it is approved and executed by the appropriate City officials in accordance with applicable Murfreesboro City laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Murfreesboro City officials in accordance with applicable Murfreesboro City laws and regulations.

D.3. Termination for Convenience. The City or Contractor may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the City or Contractor. The party seeking the termination shall give the other party at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the City be liable to the Contractor for compensation for any service which has not been rendered. The final decision as to the amount, for which the City is liable, shall be determined by the City. Should the City exercise this provision, the Contractor shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. If the Contractor exercises this provision, the City shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the City shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by virtue of any breach of this Contract by the Contractor.

If the City fails to properly perform its obligations under this Contract in a timely or proper manner, or if the City violates any terms of this Contract, the Contractor shall have the right to immediately terminate the Contract and withhold further services. Notwithstanding the above, the City shall not be relieved of liability to the Contractor for damages sustained by virtue of any breach of this Contract by the City.

D.5. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the City of Murfreesboro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.6. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal Contract, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, Contract, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person

for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.7. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, constitutional, or statutory law. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations and other implementing requirements FTA may issue. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Public Accountability. If this Contract involves the provision of services to citizens by the Contractor on behalf of the City, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees that upon request by City it will display a sign displaying the necessary information to allow a citizen to file said grievance regarding the services.

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public enters in order to receive Contract supported services.

D.9. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor shall include the statement, "This project is funded, in part, under an agreement with the City of Murfreesboro," Any such notices by the Contractor shall be approved by the City.

D.10. Licensure. The Contractor and its employees and all sub-Contractors shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.11. Records, Retention Period, and Access to Records.

- a. The Contractor shall maintain documentation for all charges against the City under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State of Tennessee, the City of Murfreesboro, the Comptroller of the Treasury, or any of their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Contract Funds in the State of Tennessee*, published by the State Comptroller of the Treasury. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- b. The Contractor agrees to comply with the record retention requirements in accordance with 2

C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required

D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the City, or it's duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the City as requested. These reports shall include per trip ridership figures and calculated performance based on collected data and performance measures as mutually agreed between the RTA and City.

D.14. Procurement. If the other terms of this Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Contractor's compliance with applicable federal procurement requirements.

The Contractor shall obtain prior approval from the City before purchasing any equipment under this Contract.

D. 15. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.16. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

Both the Contractor and the City, being political subdivisions of the State of Tennessee, are governed by the provisions of the Tennessee Governmental Tort Liability Act, **Tennessee Code Annotated**, Sections 29-20-101 et seq., for causes of action sounding in tort. Further, no contract provision requiring a State political entity to indemnify or hold harmless another party beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.17. City Liability. The City shall have no liability except as specifically provided in this Contract.

D.18. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of

God, riots, wars, strikes, epidemics or any other similar cause.

- D.19. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.20. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of Rutherford County in actions that may arise under this Contract.
- D.21. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.23. Headings. Section headings are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or, to such other party, facsimile number, or address as may be hereafter specified by written notice.

The City:

**Jim Kerr, Transportation Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
Phone: (615) 893-6441**

The Contractor:

**Stephen G. Bland, CEO
Regional Transportation Authority
430 Myatt Drive
Nashville, TN 37115
Phone: (615) 862-6262**

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is confirmed telephonically by the sender if prior

to 4:30 p.m. local time. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of state and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the City reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the City. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
- E.4. Work Papers Subject to Review. The Contractor shall make all audit accounting, or financial analysis work papers, notes, and other documents available for review by the City, the Comptroller of the Treasury or his representatives, FTA, and TDOT, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.5 Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.6 Program Fraud and False or Fraudulent Statements or Related Acts
- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
 - b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
 - c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
- E.7 Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.
- E.8. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to 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 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- E.9 Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- E.10 Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- E.11 Government-Wide Debarment And Suspension. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, 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 any Federal department or agency to be:
- a. Debarred from participation in any federally assisted Award;
 - b. Suspended from participation in any federally assisted Award;
 - c. Proposed for debarment from participation in any federally assisted Award;
 - d. Declared ineligible to participate in any federally assisted Award;
 - e. Voluntarily excluded from participation in any federally assisted Award; or
 - f. Disqualified from participation in ay federally assisted Award.

By signing this contract, Contractor 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 Contractor 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 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a

provision requiring such compliance in its lower tier covered transactions.

- E.12 Public Transportation Employee Protective Arrangements. The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):
- a. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
 - b. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
 - c. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.
- E.13 Substance Abuse Testing. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Tennessee Department of Transportation or the City of Murfreesboro, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 and to submit the Management Information System (MIS) reports. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
- E.14 Energy Conservation. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- E.15 No Federal Government Obligation to Third Parties. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E.16 Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City.
- E.17 Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic

device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

IN WITNESS WHEREOF, the City and the RTA execute this Contract effective on the date first stated above as shown by the signatures of their authorized representatives herein below.

APPROVED AS TO FORM AND LEGALITY:

CITY OF MURFREESBORO

DocuSigned by:

Adam F. Tucker

43A0D5E6AF01T
Adam F. Tucker, City Attorney

DocuSigned by:

Shane McFarland

C16A48570774E
Shane McFarland, Mayor

REGIONAL TRANSPORTATION AUTHORITY

ATTEST TO THE AVAILABILITY OF FUNDS:

DocuSigned by:

Steve Bland

A41E38677FBED
Stephen G. Bland, CEO

DocuSigned by:

Jim Kerr

FRCEB04650F05E
Jim Kerr, City of Murfreesboro Transportation Director

Weekdays to Nashville			
MTSU/James Union Building	Rover Transit Center	Old Fort Park	Central Bay 23
5	4	3	1
5:08	5:17	5:25	6:30
5:53	6:02	6:10	7:15
6:33	6:42	6:50	7:55
7:55	8:04	8:12	9:17
11:00	11:09	11:17	12:17
2:00	2:09	2:17	3:17
5:00	5:09	5:17	6:22
8:30	8:38	8:45	9:40

Bold times denote p.m. hours.

Weekdays from Nashville				
Central Bay 23	Greyhound Bus Station	Old Fort Park	Rover Transit Center	MTSU/James Union Building
1	2	3	4	5
6:18	6:28	7:22	7:29	7:37
7:30	7:40	8:34	8:41	8:49
9:30	9:40	10:34	10:42	10:52
12:30	12:40	1:34	1:43	1:53
3:30	3:43	4:41	4:50	5:00
4:15	4:28	5:26	5:35	5:45
5:00	5:13	6:11	6:20	6:30
7:00	7:12	8:06	8:14	8:24

No service Saturdays, Sundays, or holidays.

Title VI of the Civil Rights Act of 1964 states that "No Person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." For more information on Title VI, visit WeGoTransit.com

Title VI

Wego Public Transit makes reasonable accommodations in order for individuals with disabilities to fully use transit services. All requests should be made in advance by filling out and submitting a Reasonable Accommodation Request form. For more information on Reasonable Accommodations, visit WeGoTransit.com.

ADA

Fares & Passes

- 1-Ride Regional Bus \$4.25
- 1-Ride Regional Bus (Discounted*) \$2.00
- 20-Ride Regional Bus \$73.50
- Star Shuttle (Route 93) Free

Children age 4 and younger and veterans ride free.

* MTSU students, youth, active military, seniors, persons with disabilities, and Medicare cardholders are eligible for discounted fares and passes with proper I.D.

Please Note: Local fares and passes are not valid on regional routes.



For More Information

Customer Care
615-862-5950
6:30 a.m. to 8:00 p.m. – Monday-Friday
8:00 a.m. to 5:00 p.m. – Saturday
10:30 a.m. to 2:30 p.m. – Sunday

Central
400 Dr. Martin L. King Jr. Blvd.
5:15 a.m. to 11:15 p.m. – Monday-Friday
6:00 a.m. to 10:15 p.m. – Saturday
6:00 a.m. to 9:15 p.m. – Sundays and holidays

Administrative Offices
615-862-5969
430 Myatt Drive
8:00 a.m. to 4:30 p.m. – Monday-Friday
Closed weekends and holidays
8:00 a.m. to 4:30 p.m. – Monday-Friday
Closed weekends and holidays

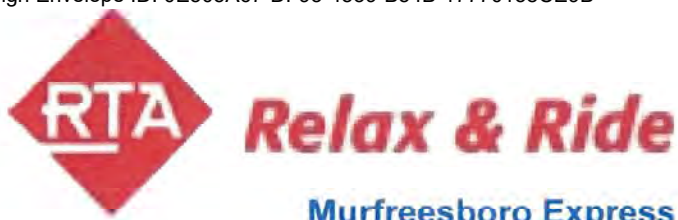
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[@WeGo Transit](https://www.instagram.com/WeGoTransit) customer.comments@nashville.gov



ATTACHMENT 1





Murfreesboro Express (84X) Relax & Ride Budget
FY2022 Budget with Comparative Prior Year and Forecast Budgets

	FY2021	FY2022	FY2023
Number of Daily Trips	6	22	22
Days of Service [365 days - 104 days in weekends - 7 weekday holidays]	254	254	254
Riders (estimate - pre-COVID)	35,715	61,210	61,822
Operating Hours per Day (including deadhead)	15.47	45.11	45.11
Cost per Hour	\$110.26	\$113.57	\$116.98
TOTAL Daily Cost of Service	\$1,706	\$5,123	\$5,277
<u>Cost of Service</u>			
Cost of Runs [hrs/day X Cost/hr X 254 days]	433,253	1,301,278	1,340,350
Board-Initiated R&R RESERVE	0	0	0
<i>Total Costs</i>	433,253	1,301,278	1,340,350
<u>Estimated Revenues</u>			
Estimated Cash Fares/Pass Sales	21,751	51,263	96,119
One Time Contribution from Other Op Revenues (or Reserves)	0	0	0
CARES ACT Funding to "Keep Service Whole"	87,003	162,334	117,478
ADD: RTA \$5307 Operating Funding			
Federal (50%)			
Local Match (50%)			
ADD: CMAQ Funding			
Federal	210,924	706,993	732,389
TDOT Match on CMAQ	26,366	88,374	91,549
TDOT Operating Subsidy	32,385	108,964	108,884
<i>Total Estimated Revenues</i>	378,429	1,117,928	1,146,419
<i>Estimated Net Cost</i>	54,824	183,350	193,931
<u>Regional Subsidies</u>			
City of Murfreesboro †	13,706	33,610	33,610
MTSU †	13,706	25,000	25,000
Rutherford County †	13,706	33,804	32,921
Davidson County	13,706	45,836	48,482
† CARES ACT FUNDS USED TO SUPPLEMENT Partner contributions		45,100	53,918
<i>Total Subsidy (100%)</i>	54,824	183,350	193,931
Balance	0	0	0



INVOICE
FY22-MURF
07/01/21

TO: CITY OF MURFREESBORO
 P.O. BOX 1139
 MURFREESBORO, TN 37133-1139
 ATTN: JIM KERR, TRANSPORTATION DIRECTOR

FROM: Regional Transportation Authority
 430 Myatt Drive
 Madison, TN 37115
 615-862-5969

Description of Charges		AMOUNT
07/01/21	ANNUAL PARTNER SUBSIDY FOR REGIONAL BUS SERVICES FOR ROUTE 84X-MURF EXPRESS FOR THE PERIOD JULY 1, 2021 THRU JUNE 30, 2022	\$45,838.00
	(less CARES Act funding)	(\$12,228.00)
QUESTIONS REGARDING THIS INVOICE PLEASE CONTACT Marcia Mackie @ 615-862-6143		
Please send remittance to REGIONAL TRANSPORTATION AUTHORITY		TOTAL \$33,610.00

COUNCIL COMMUNICATION

Meeting Date: 08/17/2023

Item Title: Amending the Zoning Ordinance – Building Height
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Ordinance amending the Zoning Ordinance regarding building height.

Staff Recommendation

Conduct a public hearing and enact the ordinance amendment.

The Planning Commission recommended approval of this ordinance amendment.

Background Information

The Planning Department presented an ordinance amendment [2023-802] to amend the Zoning Ordinance as it pertains to the height of communications towers and buildings used in conjunction with government utilities or public safety. During its regular meeting on August 2, 2023, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Establish Strong City Brand

This amendment will help to streamline the approval process for telecommunications towers and will also remove regulatory roadblocks pertaining to height for the development of certain government buildings.

Maintain Public Safety

This amendment will remove regulatory roadblocks pertaining to height for the development of government public safety structures, including towers used for emergency communications.

Attachments:

1. Ordinance 23-O-26
2. Planning Commission staff comments from 08/02/2023 meeting
3. Planning Commission draft minutes from 08/02/2023 meeting

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
AUGUST 2, 2023
PROJECT PLANNER: MATTHEW BLOMELEY**

5.a. Proposed amendment to the Zoning Ordinance [2023-802] regarding the maximum height of structures and pertaining to the following sections:

- **Section 25: Temporary and Accessory Structures and Uses;**
- **Section 31: Wireless Telecommunications Towers and Antennas; and**
- **Chart 2: Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios (including Chart 2 endnotes),**

City of Murfreesboro Planning Department applicant.

This proposed amendment to the Zoning Ordinance pertains to the maximum permitted height of structures used in conjunction with government utilities or government public safety, as well as the maximum height of wireless communications towers.

Structures Related to Government Utilities or Public Safety

In general, the height of structures related to government utilities or public safety is limited to the maximum building height listed for the respective base zoning district. For example, if located in a CH zone, the maximum height of such a structure would be 75'. Some overlay districts may modify the maximum building height requirements. This means that a structure related to a government utility that needs to exceed the maximum height of the respective base or overlay zoning district can only do so with a height variance or with a rezoning of the property. For most any height variance, it is very difficult to establish compliance with the mandatory variance criteria established in the Zoning Ordinance; therefore, a height variance is not typically a feasible option. In addition, rezoning property can be time-consuming and may provide little overall benefit other than allowing for a taller structure.

When there have been multiple variance requests granted for the same type of relief from the regulations, it is appropriate to review the ordinance to see if modifications need to be made. In this instance, there have been multiple requests over the years for height variances for such structures. The ordinance amendment, as proposed, will exempt such structures, including water towers, emergency communications towers, and solid waste facility structures, from maximum height requirements (except those maximum height requirements

denoted in the Airport Overlay District regulations). These types of structures often provide a tangible benefit to the public and warrant heights that exceed the maximum height requirements of the respective zoning districts in order for them to fulfill their respective purposes and provide maximum benefit to the public. The proposed amendment will apply to both principal and accessory structures.

Antenna-Supporting Structures, Including Wireless Communications Towers

Historically, when a new communications tower has been proposed in the City, two actions by the Board of Zoning Appeals have been required by the Zoning Ordinance. The BZA has had to grant both a special use permit and a height variance, as towers have been subject to the maximum building height in the respective underlying base zoning district. As with other height variance requests, meeting the mandatory variance criteria can be difficult. However, communications towers require a certain height to be effective in providing cellular service and coverage. In addition, the federal government has recognized the public benefit that these facilities provide; thus, federal law prohibits local governments from regulating towers in a manner that prohibits or has the effect of prohibiting the provision of personal wireless services.

Requiring the applicant in these situations to apply for both a special use permit and a height variance seems redundant and puts the BZA in a position of reviewing and voting on a height variance, where compliance with the variance criteria is very difficult to prove. Staff proposes for the height of such structures to be reviewed and acted upon during the special use permit review process instead. The BZA has the authority to place reasonable conditions on the approval of special use permits in order to mitigate negative impacts to surrounding areas. This would include conditions on the height of the structure. As such, staff proposes that such structures be exempt from the standard maximum height requirements, allowing the BZA to review the height of the tower relative to the special use permit standards instead.

Action Needed:

The Planning Commission will need to conduct a public hearing, after which it will need to discuss and then formulate a recommendation to City Council.

**MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
AUGUST 2, 2023**

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Reggie Harris
Chase Salas

STAFF PRESENT

Greg McKnight, Exec. Director Dev. Services
Matthew Blomeley, Assistant Planning Director
Joel Aguilera, Planner
Carolyn Jaco, Recording Assistant
Roman Hankins, Assistant City Attorney

1. Call to order.

Chair Kathy Jones called the meeting to order at 6:00 p.m.

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Public Comments.

Chair Kathy Jones announced no one signed up to speak during the Public Comments portion of the agenda.

4. Approve minutes of the July 12, 2023 and July 19, 2023 Planning Commission meetings.

Vice-Chairman Ken Halliburton moved to approve the minutes of the July 12, 2023 and July 19, 2023 Planning Commission meetings; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Reggie Harris
Chase Salas

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 2, 2023

5. Public Hearings and Recommendations to City Council:

Proposed amendment to the Zoning Ordinance [2023-802] regarding the maximum height of structures and pertaining to the following sections:

- Section 25: Temporary and Accessory Structures and Uses;**
- Section 31: Wireless Telecommunications Towers and Antennas; and**
- Chart 2: Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios (including Chart 2 endnotes)**

City of Murfreesboro Planning Department applicant.

Mr. Matthew Blomeley presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the proposed amendment to the Zoning Ordinance; therefore, Chair Kathy Jones closed the public hearing.

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the proposed amendment to the Zoning Ordinance subject to all staff comments; the motion was seconded by Mr. Reggie Harris and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Reggie Harris
Chase Salas

Nay: None

ORDINANCE 23-O-26 amending Murfreesboro City Code Appendix A, Zoning, Sections 25, 31, Chart 2 and Chart 2 Endnotes, dealing with the maximum height of certain structures.

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

SECTION 1. Appendix A, Section 25, Temporary and Accessory Structures and Uses, of the Murfreesboro City Code is hereby amended by adding new subsection 25 (E)(4)(c) as follows:

- (c) Accessory structures used in conjunction with a government utility or government public safety agency, including but not limited to structures used in conjunction with water, repurified water, sanitary sewer, electricity, communications (including, but not limited to, emergency communications), and solid waste management, shall be exempt from all maximum height requirements, including those in any overlay district, except for the Airport Overlay District.

SECTION 2. Appendix A, Section 31, Wireless Telecommunications Towers and Antennas, of the Murfreesboro City Code is hereby amended by adding new subsection 31 (E)(7) as follows:

- (7) The maximum height of respective antenna-supporting structures shall be as determined by the Board of Zoning Appeals as a part of the special use permit process. However, no special use permit shall grant authority for such a structure to exceed the maximum height requirements denoted in the Airport Overlay District regulations.

SECTION 3. Appendix A, Chart 2, Minimum Lot Requirements, Minimum Yard Requirements and Land Use Intensity Ratios, of the Murfreesboro City Code is hereby amended by adding the superscript references [39] and [40] to the column heading “Maximum Height.”

SECTION 4. Appendix A, Chart 2 Endnotes, Minimum Lot Requirements, Minimum Yard Requirements and Land Use Intensity Ratios, of the Murfreesboro City Code is hereby amended by adding the following new Endnotes:

- 39. Principal and accessory structures used in conjunction with a government utility or government public safety agency, including but not limited to structures used in conjunction with water, repurified water, sanitary sewer, electricity, communications (including, but not limited to, emergency communications), and solid waste management, shall be exempt from all maximum height requirements, including those in any overlay district, except for the Airport Overlay District.
- 40. See Section 31 for maximum height for antenna-supporting structures, including wireless communications towers.

SECTION 5. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 08/17/2023

Item Title: Rezoning property west of Memorial Boulevard
[Public Hearing Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Zoning of approximately 34.2 acres located west of Memorial Boulevard.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

Background Information

Brightland Homes presented to the City a zoning application [2023-405] for approximately 34.2 acres located west of Memorial Boulevard to be rezoned from RS-15 (Single-Family Residential District 15) to PRD (Planned Residential District). During its regular meeting on July 12, 2023, the Planning Commission conducted a public hearing on this matter and then voted to recommend approval.

Council Priorities Served

Expand Infrastructure

The proposed development will include a public street connection to the intersection of Memorial Boulevard and Osborne Lane, giving the existing adjacent neighborhoods to the west access to an additional signalized intersection at Memorial Boulevard.

Maintain Public Safety

An additional access point to a signalized intersection will help facilitate safe traffic movements on and off of Memorial Boulevard for the proposed neighborhood as well as the existing adjacent neighborhoods to the north, south, and west.

Improve Economic Development

This rezoning will enable the development of 85 single-family residential lots with a minimum lot size of 12,000 square-feet. Council has previously conveyed the

importance of homeownership and of increasing the City's inventory of single-family residential detached homes.

Attachments:

1. Ordinance 23-OZ-27
2. Maps of the area
3. Planning Commission staff comments from 07/12/2023 meeting
4. Planning Commission minutes from 07/12/2023 meeting
5. Northridge Park PRD pattern book
6. Traffic Impact Study

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JULY 12, 2023**

PRINCIPAL PLANNER: MARGARET ANN GREEN

- 6.a. Zoning application [2023-405] for approximately 34.2 acres located west of Memorial Boulevard to be rezoned from RS-15 to PRD (Northridge Park PRD), Brightland Homes applicant.**

Introduction

The subject property consists of 2 parcels located along the west side of Memorial Boulevard (Highway 231). The parcels are unplatted land identified as Tax Map 069 Parcels 042.00 and Tax Map 069F B parcel 005.01. The portion of parcel 42 that is zoned CF and CH is excluded from the request. The property is a combined total of 34.2 acres and has been zoned RS-15 (Single-Family, Residential District) since its annexation. The subject property is located south of Regency Estates, east of Regency Park VI, and north of Palmer Heights VII, all zoned RS-15. To the east is the Family Worship Center. The subject property is developed with one single-family house (3005 Memorial Blvd) and a small contractor/construction company located on the larger lot.

Northridge Park PRD 34.2 acres

Reapplication when denied

An application to rezone this property from RS-15 to PRD was made last year (file 2022-424 Northridge Park). With modifications to the plans, the Planning Commission recommended approval of the PRD. However, after considering the zoning map amendment on December 8, 2022, the City Council denied the requested rezoning. The Murfreesboro Zoning Ordinance states that:

(G) Reapplication when denied. If an application for an amendment to the zoning ordinance or zoning map is denied by the Council or is withdrawn by the applicant after a first reading of the proposed ordinance by the Council, a reapplication pertaining to the same property and requesting the same amendment may not be filed within eighteen months of the date final action was taken on the previous application or the date it was withdrawn unless such reapplication is initiated by the Department, Commission or authorized by the Council. An applicant may not withdraw the application after the notice of public hearing before the Council has been published in the local newspaper, without the permission of the Mayor and Council. [excerpted from Zoning Ordinance Sec. 6(G)]

Development Services Director, Greg McKnight, determined that the differences between the overall plan in this application and the plan contained in the application rejected by City Council on December 8, 2022, are sufficient to exempt this plan from the 18-month

limitation in Zoning Ordinance Sec. 6(G), and asks that the Planning Commission concur. In the alternative, Staff asks that the Planning Commission recommend that City Council authorize the consideration of this plan in accord with the provisions of Section 6(G).

Zoning & PRD Overview

Northridge Park PRD is designed to be a single-family, detached subdivision on 34.2 acres. The plans propose 85 dwelling units with a density of 2.5 dwelling units per acre. Each home will be on its own lot of record with a commitment from the developer i to a establish a restriction that prohibits rental of units for 2 years.

The PRD requires a minimum lot size of 12,000 square foot lots. Each single-family unit has a minimum of 2,350 square feet heated space and a 2-car garage that is side or rear-loaded. The PRD requests a reduction in the front and rear setbacks with a reduction of 5-feet.

Under the current RS-15 zoning, the property has an entitlement to be developed with 15,000 square foot lots, with a net of 99 lots. However, it would not be possible for the development to attain that number after the design incorporates the required public rights-of-way and drainage designs while maintaining the standards in the Murfreesboro Subdivision Regulations. Staff estimates that approximately 75 lots may potentially be created under the existing RS-15 district. The Northridge Park PRD proposes a maximum of 85-lots and creates the opportunity for the Planning Commission and City Council to consider development design standards associated with a planned development zoning.

Transportation, Circulation and Access:

The subject property has access to Memorial Boulevard, a state highway and major arterial, to a future signalized intersection.

The subject property has five city-streets stubbing directly into the property for future connection- Archer Avenue, Amber Drive, Banner Drive, Tower Drive, and unnamed street). Regarding circumstances of stub streets, the Murfreesboro Subdivision Regulations state that:

Existing streets that extend to a land tract or which are stubbed out to a land tract shall be extended into the land tract as the land tract is developed. Accordingly, the street may be extended into the development or it may be terminated in a properly designed cul-de-sac as may be determined by the Planning Commission. However, under no circumstance shall such street simply terminate as a street stub. 5.7.3 [Arrangement of Public Streets]

In accordance with Murfreesboro's regulations, the plan extends the street stubs throughout the property and ultimately lead to the signal at Memorial Boulevard. If the streets are not permitted to be extended as recommended, then the existing streets should be terminated into properly designed culs-de-sac.

The streets within this PRD will meet the design standards in the *Murfreesboro Street Specifications*, creating two 12-foot lanes, resulting in 24-feet of pavement located in 50-feet of right-of-way. The streets are designed with curbs, gutters, sidewalks and street trees. The existing streets that stub into the property have varying pavement widths and will be designed with pavement transitions into the site. The table below provide information on the width of the existing streets, widths of the existing rights-of-way as compared to the proposed streets within the Northridge PRD.

	Approximate street widths (ft)	Proposed Northridge street widths (ft)	Transition (ft)	Existing rights-of-way widths (ft)	Proposed Northridge rights-of-way widths (ft)
Tower Drive	24	24	0	40	50
Amber Drive	22	24	-2	50	50
Archer Avenue	21	24	-3	50	50
Banner Drive	36	24	12	50	50
Unnamed Street	36	24	12	50	50

This development will perform the necessary signal modifications in order to utilize the existing signal at Osborne Lane. A future traffic analysis and study may necessitate a right turn lane be provided from Memorial Blvd into the development.

Parking

Each single-family lot will accommodate the minimum number of required parking spaces, with 4 spaces in the driveway, thereby eliminating the need to restrict the garages for the parking or storage of boats, recreational vehicles, trailers, equipment, household items, or any other items.

Stormwater and Drainage:

Page 22 includes a summary of the Hydrology Determination (HD) Report. The report will be submitted to TDEC for review. The report concludes:

WETLANDS - One wetland (WA) was identified in the woods within the north-central portion of the AOR. A freshwater pond is mapped at the WA location on the NWI wetland mapper as shown on Figure 5. WA is within a closed depression which appears to have formerly been a manmade pond. No surface water or saturation was observed within WA during our fieldwork. No apparent surface connection was observed between the WA and the downgradient DF-2 channel.

WATERCOURSES - Three (3) watercourses were identified within the AOR during our fieldwork. DF-1a and DF-1b collectively comprise a single watercourse that directs surface flow to the northwest towards WA. DF-1a comprises the upper portion of the watercourse (535 LF) and is primarily a drainage swale within an overgrown field. DF-1a originates within the southeast portion of the AOR and

transitions to DF-1b with in the woods at the northern portion of the AOR. DF-1b has a more defined channel and directs surface flow into WA. DF-2 directs surface flow to the west through the northwest portion of the AOR. Similar to DF-1a, DF-2 is primarily a drainage swale with ill-defined morphology. DF-2 disappears prior to reaching the western property boundary. No surface water was observed within any of the watercourses on the day of our fieldwork. The watercourses are summarized in Table 4 on page 8.

All future development will be required to provide a stormwater plan that complies with City's stormwater regulations. The stormwater plan will accompany future subdivision plans and will be prepared by the developer's engineer of record. The stormwater plans will be reviewed by Murfreesboro engineering staff and subsequently presented to the Murfreesboro Planning Commission for review and approval.

After the public hearings in 2022, the Murfreesboro Street Department was made aware of maintenance opportunities in the existing community. After an inspection of the area, the Street Department upgraded the drainage system under Regency Park Drive and upsized the pipes in Regency Park Drive and Tower Drive to increase capacity. Additionally, the Streets Department regraded ditches in the area.

Purposes of Planned Develop District:

According to the Zoning Ordinance, the purposes of planned development district regulations are as follows:

1. to promote flexibility in development design and to permit planned diversification in the location of structures;
2. to promote the efficient use of land by permitting a planned arrangement of buildings, circulation systems, land uses, and utilities;
3. to preserve existing landscape features and amenities and to utilize such features in a harmonious fashion;
4. to encourage the total planning of land tracts consistent with adopted long-range plans;
5. to permit the use of new and innovative land development techniques while assuring protection of existing adjacent development;
6. to encourage the functional and beneficial use of open spaces and to preserve natural features of a development site;
7. to promote the creation of a safe and desirable living environment for residential areas characterized by a unified site and development program;
8. to permit the creation of a variety of housing types compatible with surrounding development to provide a greater choice of types of environment and living units;
9. to promote the provision of attractive and appropriate locations for business and manufacturing uses in well-designed developments and the provision of opportunities for employment closer to residences with a reduction in travel time

- from home to work;
10. to encourage the revitalization of established commercial centers;
 11. to promote the diversification in the uses permitted and variation in the relationship of uses, structures, open space, and height of structures in developments intended as cohesive, unified projects;
 12. to encourage design in the development of land that is of a higher quality than is possible under the regulations otherwise applicable to the property; and,
 13. to promote the significance of architectural and aesthetic improvements and details in atypical developments.

Exceptions

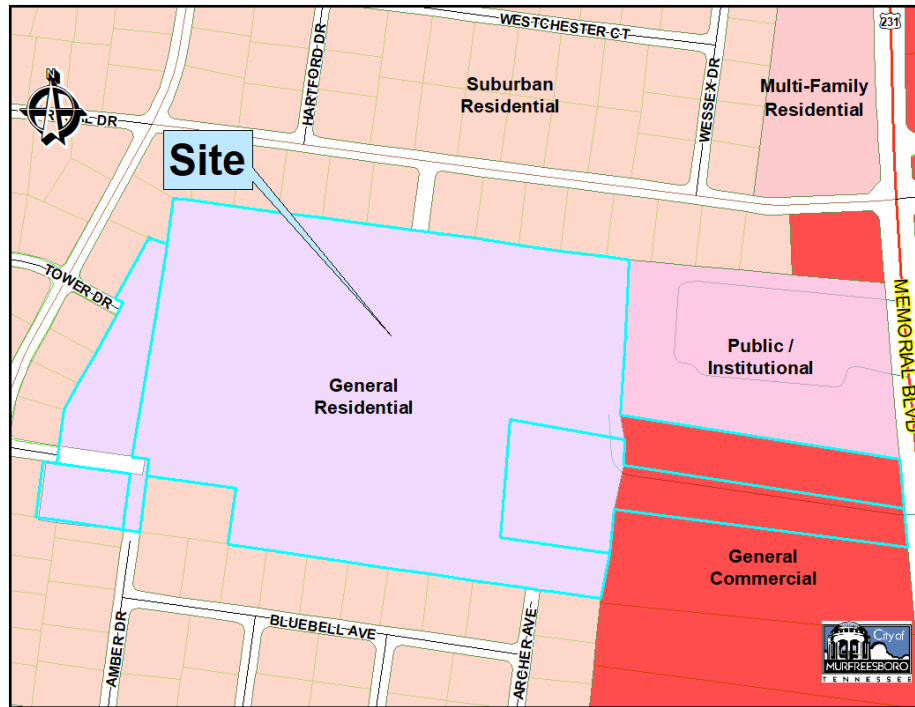
Exceptions must be specifically identified and requested in the application for a planned development. The Zoning Ordinance states the following regarding exceptions within planned developments:

The planned development approval may provide for such exceptions from the Subdivision Regulations, Design Guidelines, and from district and overlay district zoning regulations governing use, density area, bulk, parking, architecture, landscaping, and open space as may be necessary or desirable to achieve the objectives of the proposed planned development, provided such exceptions are consistent with the standards and criteria contained in this section and have been specifically identified and requested in the application for a planned development. Unless the application for a planned development contains a clear statement of exceptions to them, the standards and criteria of the Subdivision Regulations, Design Guidelines, and district and overlay district zoning regulations will apply to all planned developments. The specific zone district used as a comparison for the planned development shall be the most like zone district to the planned development, as determined by the Planning Director.

The PRD book identify four exceptions on page 21 of the program book. They are:

1. Reduction to the front setback for the 35-feet to 30-feet for the house (excluding the garage, which must maintain the 35-foot setback).
2. Reduction to the front setback for the 25-feet to 20-feet for the house.
3. Increase to the maximum height from 35-feet to 40-feet.
4. Increase in the maximum lot coverage from 25% to 33%.

Future Land Use Map



Suburban Residential Character (SR)

The proposed Murfreesboro 2035 Future Land Use Map indicates that Suburban Residential character (SR) is most appropriate for the subject property. This community character classification varies from the Urban and Auto-Urban (General) residential character categories in that the character type includes small acreages, large lot estate development or may also be smaller lots clustered around common open space. Amenities may be passive recreation integrated into the master plan with an emphasis on bicycle, pedestrian, and greenway facilities.

Development Types:

The development type within the SR character area is detached residential dwellings.

Characteristics:

- There is accommodation of the automobile on sites; however, they are not the prominent view. Garages are typically integrated into the front and side of the home facades.
- Development options can be established which allow for smaller lot sizes in exchange for greater open space, with the additional open space devoted to maintaining the Suburban character and buffering adjacent properties and roads as well as enhancing onsite amenities.
- This land use character typically lends itself to larger front yards with increased front setbacks.

- Street trees consistent with surrounding, established lots.
- Owner associations maintains stormwater management elements and open spaces.
- Typical density ranges from 1.0 to 4.5 (DU/ac), which aligns with the Zoning Ordinance's maximum gross densities RS-15 (2.9), RS-12 (3.63) and RS-10 (4.4).

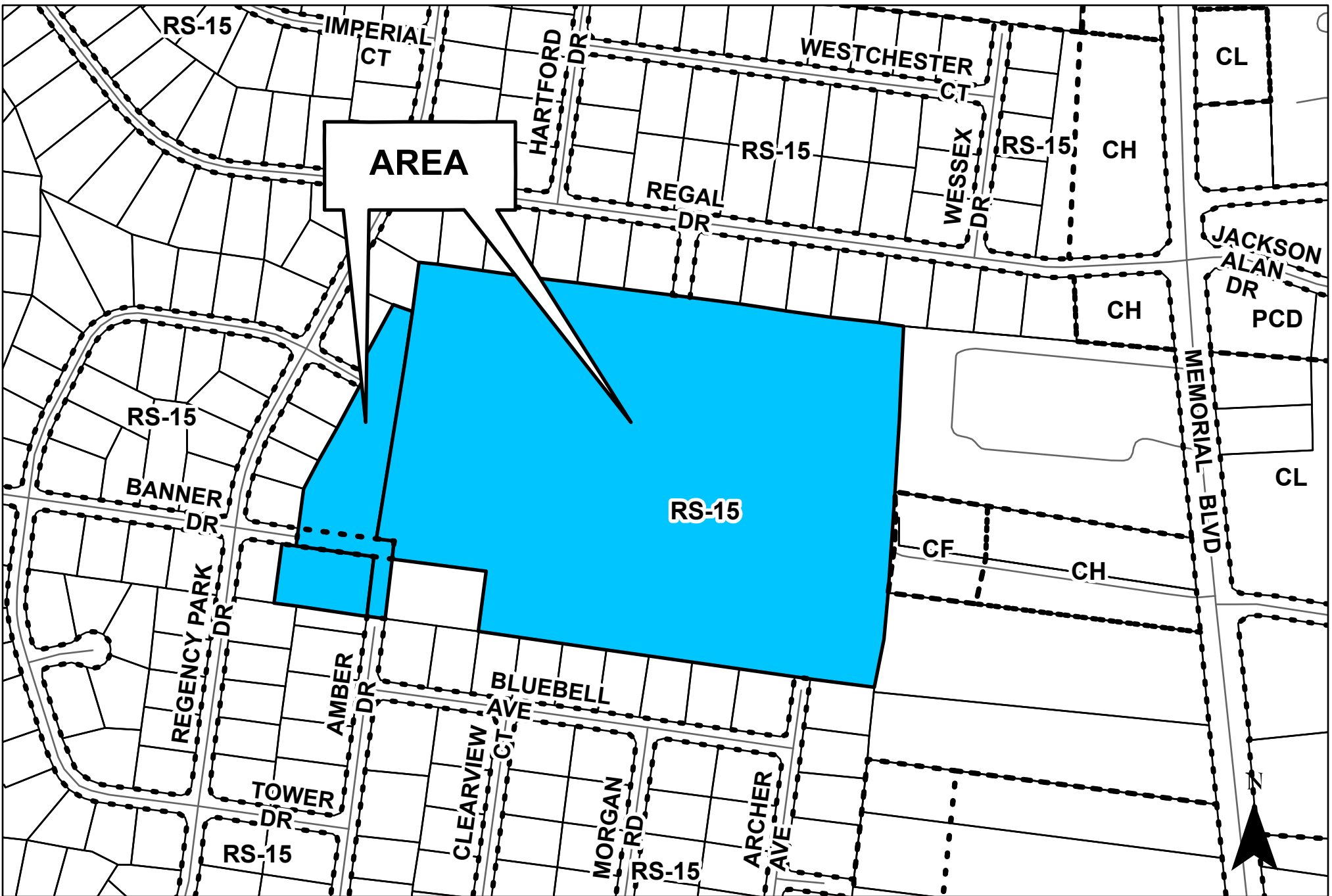
The characteristics of the Northridge Park PRD are consistent with the proposed Chapter 4 of the *Murfreesboro Comprehensive Plan* as the development type is primarily single-family, attached, the density is below the SR character, and the smaller lots are buffered from adjacent properties and roads.

Recommendation:

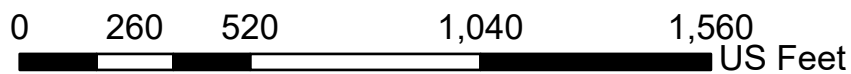
Staff requests the Planning Commission to consider the following items in its review of this request:

1. The proposed development type and characteristics are consistent with the *Murfreesboro 2035 Comprehensive Plan*.
2. The proposed development type and characteristics are consistent with the *Murfreesboro Future Land Use Map*.
3. The Planning Commission should consider the appropriateness of the exceptions that are a part of the PRD.

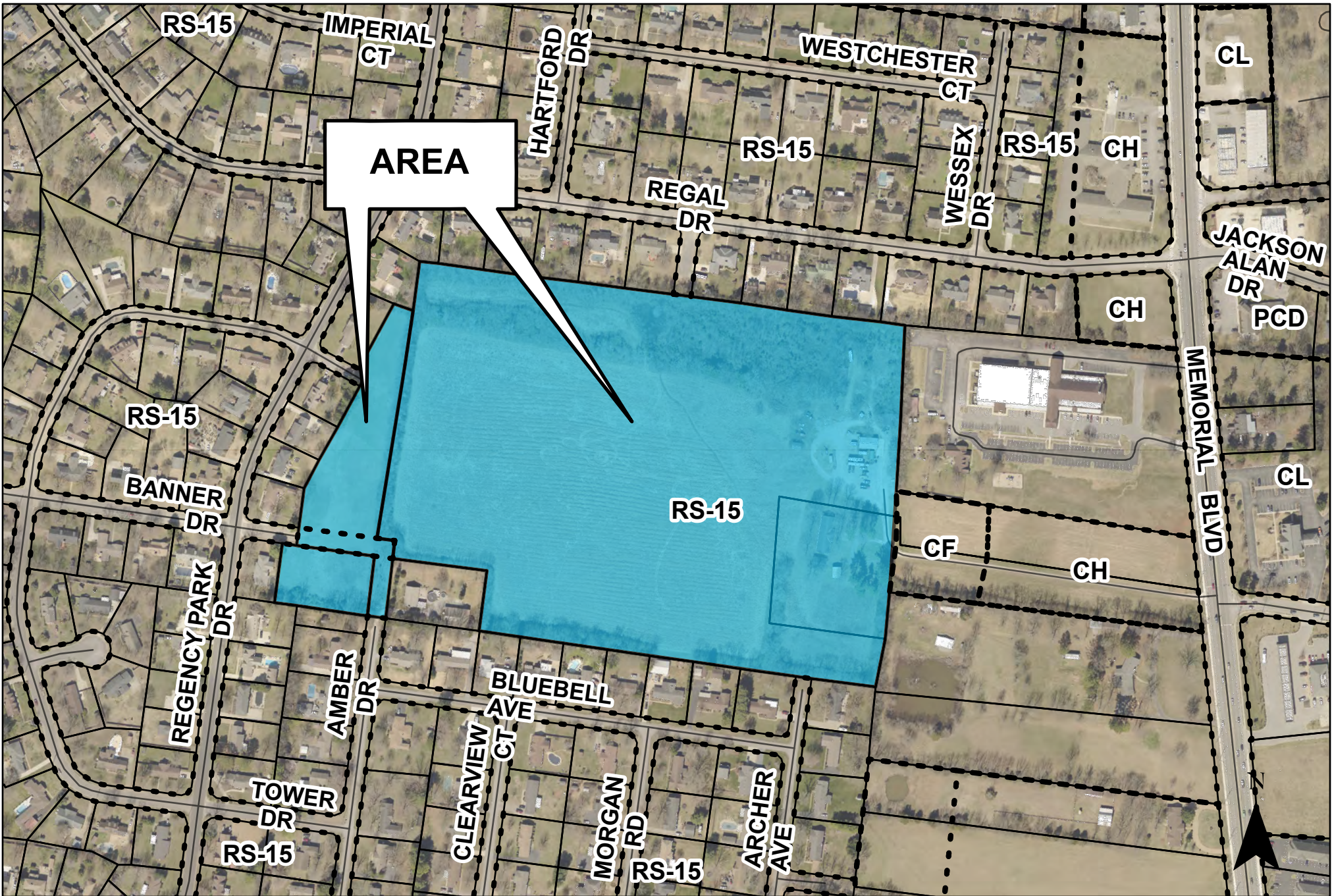
The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning request. A copy of the PRD program book is included with the agenda materials. A copy of the Traffic Study is also included. The Planning Commission should conduct a public hearing prior to formulating a recommendation to the City Council.



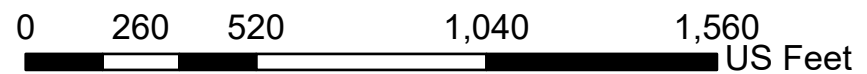
Rezoning request for property west of Memorial Blvd
 RS-15 to PRD (Northridge Park PRD)



Planning Department
 City of Murfreesboro
 111 West Vine St
 Murfreesboro, TN 37130
www.murfreesborotn.gov



Rezoning request for property west of Memorial Blvd
 RS-15 to PRD (Northridge Park PRD)



Planning Department
 City of Murfreesboro
 111 West Vine St
 Murfreesboro, TN 37130
www.murfreesborotn.gov



City of Murfreesboro
Planning and Engineering Department
 111 W. Vine Street, P.O. Box 1139
 Murfreesboro, TN 37133-1139
 (615) 893-6441 Fax (615) 849-2606
 www.murfreesborotn.gov

Creating a better quality of life

Zoning & Rezoning Applications – other than rezoning to planned unit development	\$700.00
Zoning & Rezoning Applications – Planned Unit Development, initial or amended	\$950.00

Procedure for applicant:

The applicant must submit the following information to initiate a rezoning:

1. A completed rezoning application (below).
2. A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)
3. A non-refundable application fee (prices listed above).

For assistance or questions, please contact a planner at 615-893-6441.

To be completed by applicant:

APPLICANT: CHRIS LYNCH/BRIGHTLAND HOMES

Address: 4068 RURAL PLAINS CIRCLE, SUITE 170 **City/State/Zip:** FRANKLIN, TN 37064

Phone: 512.507.3126 **E-mail address:** clynch@brightlandhomes.com

PROPERTY OWNER: SAME AS APPLICANT

Street Address or property description: SAME AS APPLICANT

and/or Tax map #: 069 **Group:** _____ **Parcel (s):** 04200, 00501, 04202

Existing zoning classification: CF, CH, RS-15

Proposed zoning classification: PRD **Acreage:** 34.23 AC +/-

Contact name & phone number for publication and notifications to the public (if different from the applicant): CLYDE ROUNTREE/HUDDLESTON-STEELE ENG.

E-mail: rountree.associates@yahoo.com

APPLICANT'S SIGNATURE (required): 

DATE: 5.18.23

*****For Office Use Only*****

Date received: _____ **MPC YR.:** _____ **MPC #:** _____

Amount paid: _____ **Receipt #:** _____

5.18.23

Greg McKnight, Planning Director
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139

Re: Rezoning Request

Described as Tax Map 69, Parcels 04200, 04202 and 00501 consisting of 34.23 +/- ac. to be rezoned from CF, CH and RS-15 to PRD. The property is located on Memorial Blvd.

Dear Mr. Greg,

On behalf of our client, Brightland Homes, we hereby request the rezoning of the property identified by Tax Map 69, Parcels 04200, 04202 and 00501 consisting of 34.23 +/- ac. to be rezoned from CF, CH and RS-15 to PRD. The purpose for this rezoning is to build a single family subdivision.

Please let me know if you need any additional information and thank you for your assistance with this request.

Sincerely,



Clyde Rountree, RLA

Northridge Park

Request for Rezoning to
Planned Residential
District (PRD)

SUBMITTED FOR AUGUST 17, 2023
CITY COUNCIL MEETING.

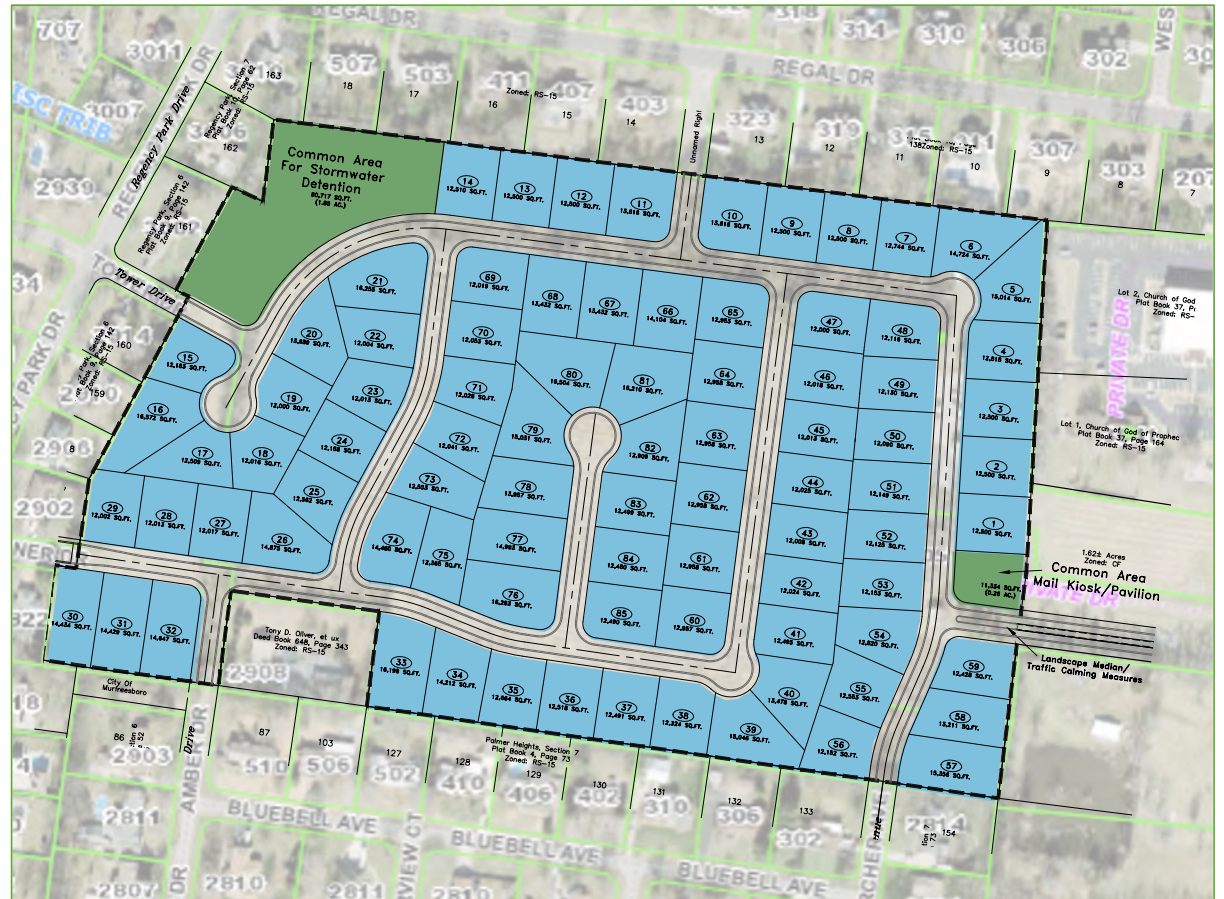


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Project Summary

For more than 25 years, Brightland Homes (formally Gehan Homes) has been building beautiful homes at an exceptional value. They are the 13th largest private homebuilder in the US and are continuously recognized with accolades and awards for their outstanding floor plans, superb design and industry-leading customer service. Brightland Homes is always mindful that not only are they constructing the owner's house, but also creating the space that the owner will call home. It is Brightland Homes privilege to be with the owner through every step of their home buying journey.

The subject property for the proposed Brightland development is divided into three zoning classifications: 1.62+/- acres are zoned Commercial Fringe (CF), 3.74+/- acres is zoned Commercial Highway (CH) (the PRD will not include these properties) and the remaining 34.59+/- acres is zoned RS-15. The 34.59+/- acres is the acreage which is requested to be rezoned to PRD. The primary access for the development will be from Memorial Boulevard and will utilize the traffic signal at Osborne Lane and Memorial Boulevard. In addition to this access point, five additional cross connection streets are proposed.

The proposed rezoning is for a new subdivision currently called Northridge Park. The development will encompass 34.59+/- acres and will have (85) 12,000+/- square foot lots. The minimum house size is 2,350 Sq.Ft.

The 5.36+/- acres currently zoned CF/CH are not part of the PRD rezoning request. At the request of the city and the planning commission, the developer is committed to a minimum of 2yrs with no rental properties.

A neighborhood meeting was held on September 12, 2022, was well attended with excellent participation. In summary, the primary concerns of the neighbors were traffic and drainage. The concerns were addressed during the meeting. The developer has performed a traffic study as a result of the neighbor's concerns. A second neighborhood was held on June 12, 2023, where changes to the master plan were presented.

Development Team

Company: Brightland Homes

Profession: Owner/Developer

Attn: Chris Lynch

Address: 4068 Rural Plains Circle, Suite 170, Franklin, TN, 37064

Email: clynch@brightlandhomes.com

Company: Huddleston-Steele Engineering, Inc

Profession: Planning & Development

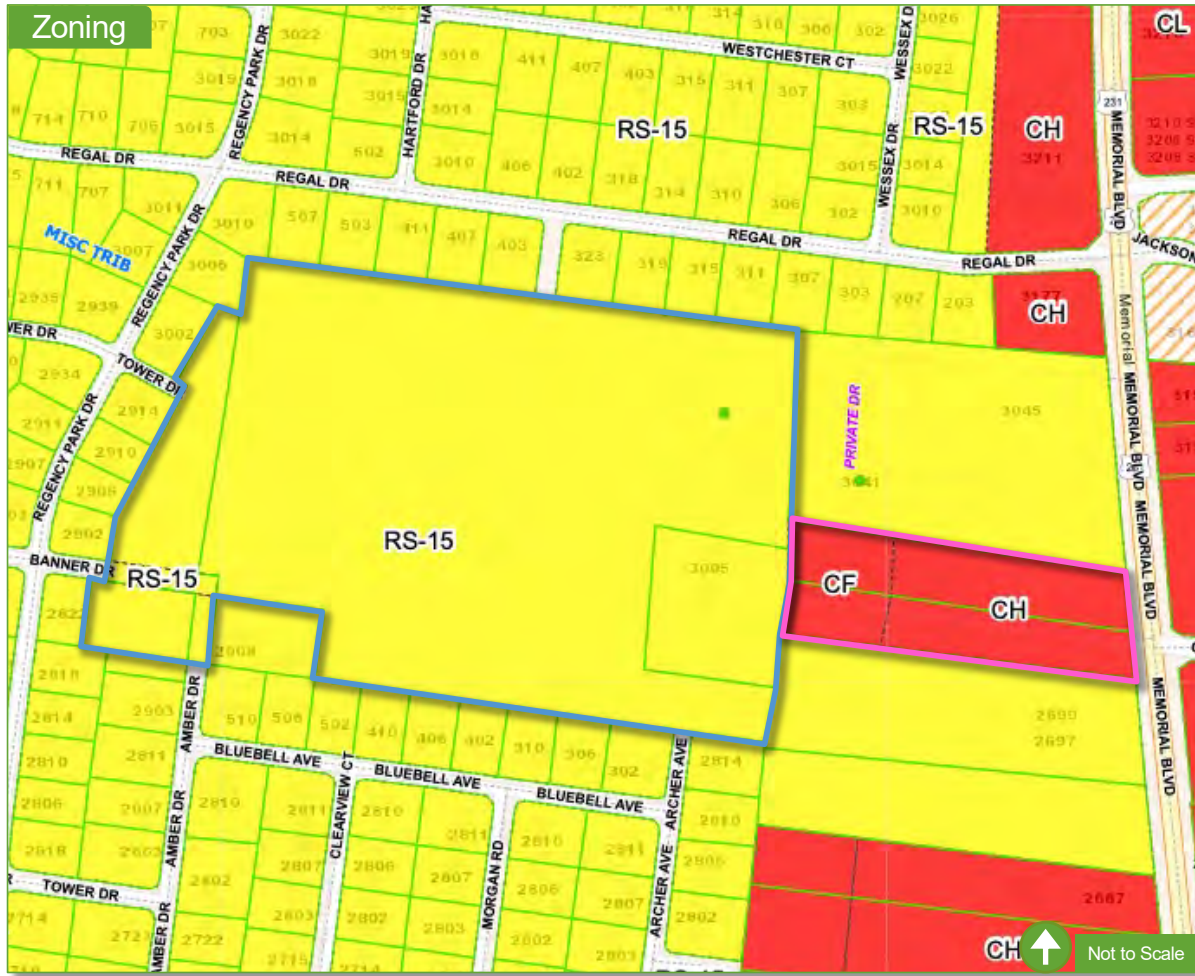
Attn: Clyde Rountree, RLA & Chris Maguire, P.E.

Address: 2115 N.W. Broad Street, Murfreesboro, TN, 37129

Email: rountree.associates@yahoo.com

cmaguire@hsengr.com





Subject Property

- Property is currently zoned RS-15 and is surrounded by properties zoned RS-15 except a strip of land to the east is zoned CF and CH. We are seeking a PRD zoning.

Legend

RS-XX	Residential Single Family (RS-XX)
RM-XX	Residential Multi Family (RM-XX)
RD	Residential Duplex (RD)
R-MO	Residential Mobile Home (R-MO)
CL	Commercial Local (CL)
CM	Commercial Medical (CM)
CP	Commercial Planned (CP)
CF	Commercial Fringe (CF)
CH	Commercial Highway (CH)
PCD	Planned Commercial Development (PCD)
PRD	Planned Residential Development (PRD)

This property is owned by developer but not included in the rezoning application.

Site boundary

SHUDDLESTON-STEELE
ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080



Map Summary

- Water services will be provided by the Murfreesboro Water Resources Department.
- Domestic Water can be accessed on Banner Drive, Regal Drive, Archer Avenue, Amber Drive and Tower Drive.

Legend

WATERLINE: 

FIRE HYDRANT: 


Site boundary


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TELEPHONE: 615-893-4084 FAX: 615-893-0080




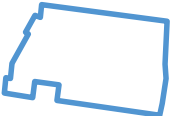
- ### Map Summary
- Sanitary sewer service will be provided by the Murfreesboro Water Resources Department.
 - The sewer enters the property on Banner Drive, Tower Drive, Archer Avenue and Amber Drive.
 - The project will comply with the City of Murfreesboro sewer allocation ordinance.
 - No sewer allocation variance is necessary.

Legend

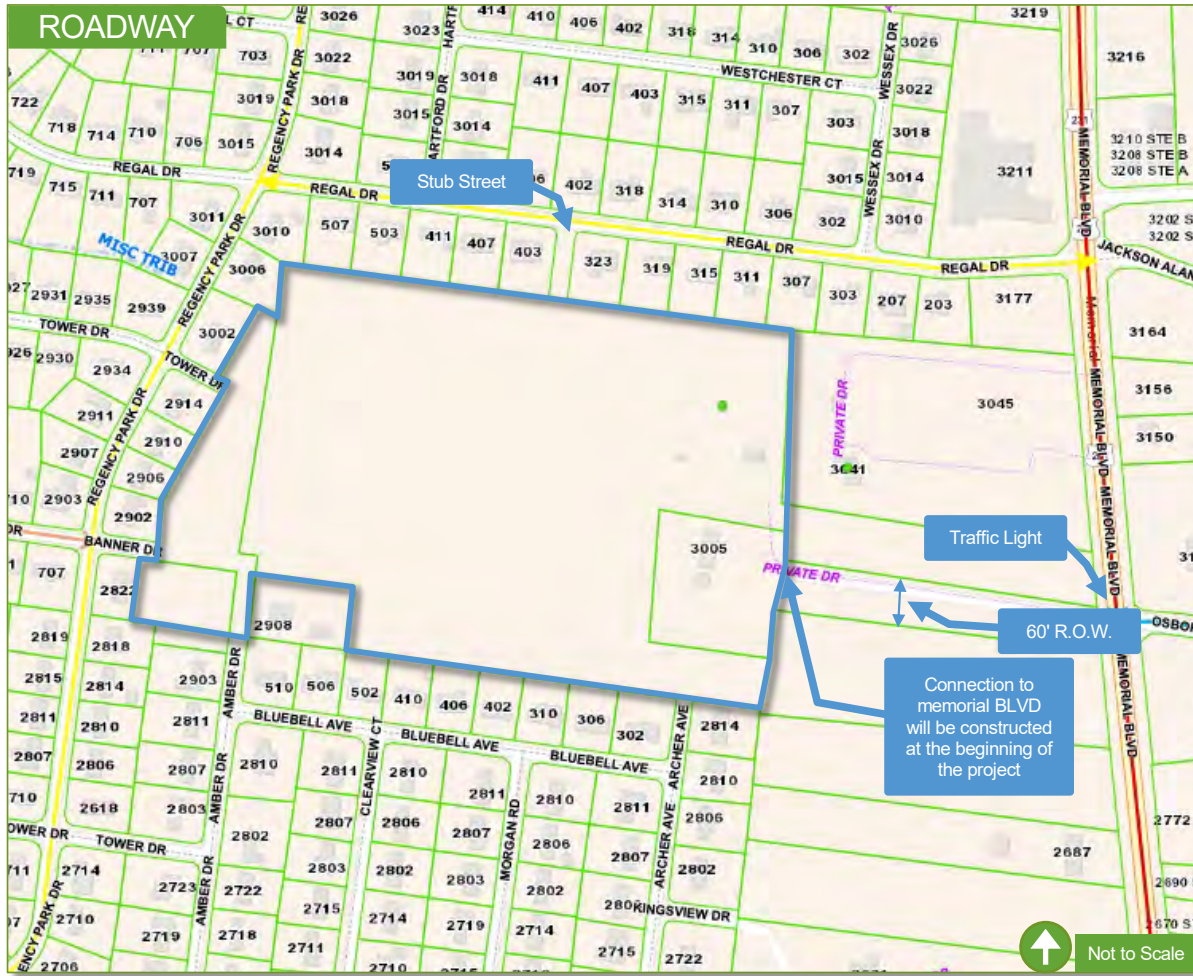
Existing Sanitary Sewer: 

Existing Manhole: 



 Site boundary

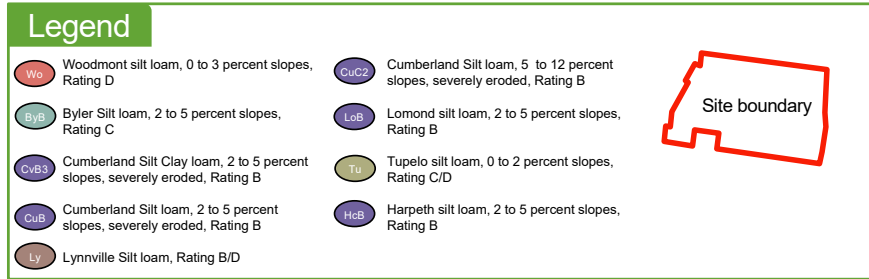
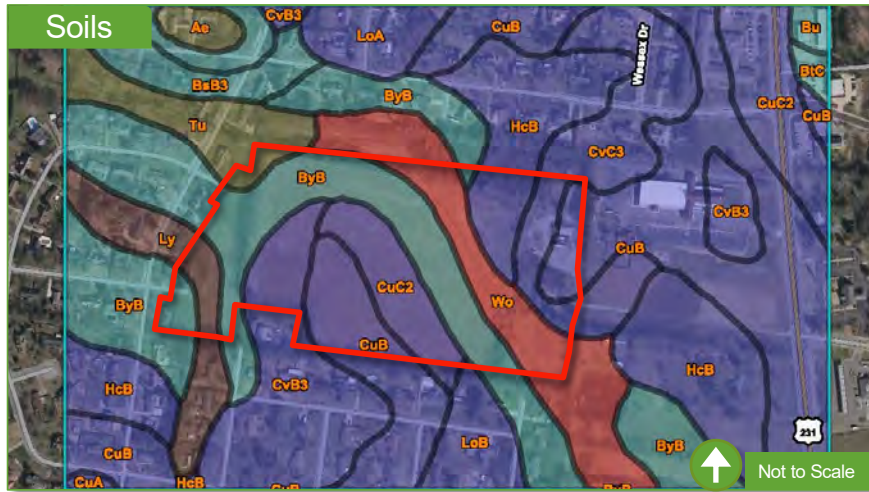
AS HUDDLESTON-STEEL
ENGINEERING, INC.
 2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
 TELEPHONE: 615-893-4084 FAX: 615-893-0080



- ### Map Summary
- The site will be primarily accessed from Memorial Blvd.
 - The site will have interconnectivity on Archer Avenue, Amber Drive, Banner Drive, Tower Drive and Regal Drive via a stub Street.
 - The developer will be responsible for all modifications to the traffic signals at the Memorial Blvd. and Osborne lane intersection required to accommodate new development.
 - A southbound right-hand turn lane will be considered for stub street leading into Memorial Blvd. after traffic analysis is performed.
 - A Traffic study has been performed. See page 23 for conclusion.

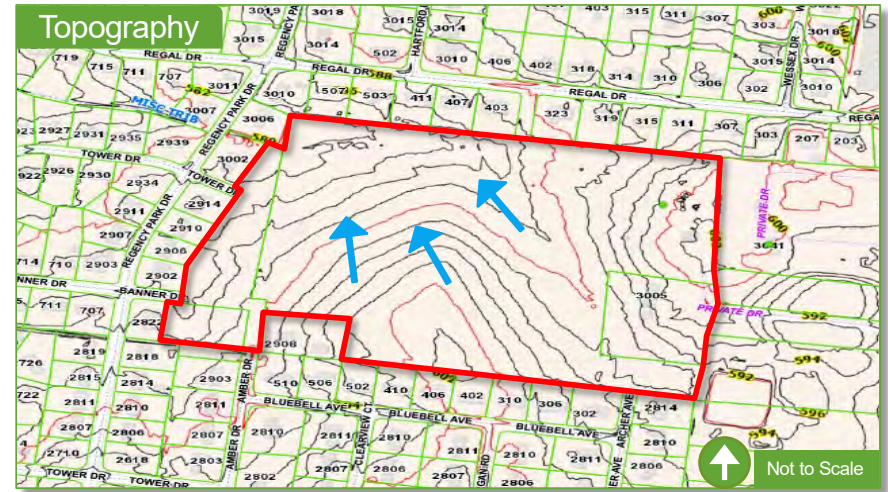
Legend

Community Collector		Residential Collector		
Major Arterial		Residential Sub Collector		
Minor Arterial		CBD		
			Site boundary	



Map Summary

- A Hydrology Determination (HD) report was performed for the property. See sheet 22 for a summary.



Map Summary

- Site drains from the Southeast to the northwest.
- The site has 18 feet of grade change rolling downhill towards the northwest.



- ### Map Summary
- No easements are currently impacting the subject property.

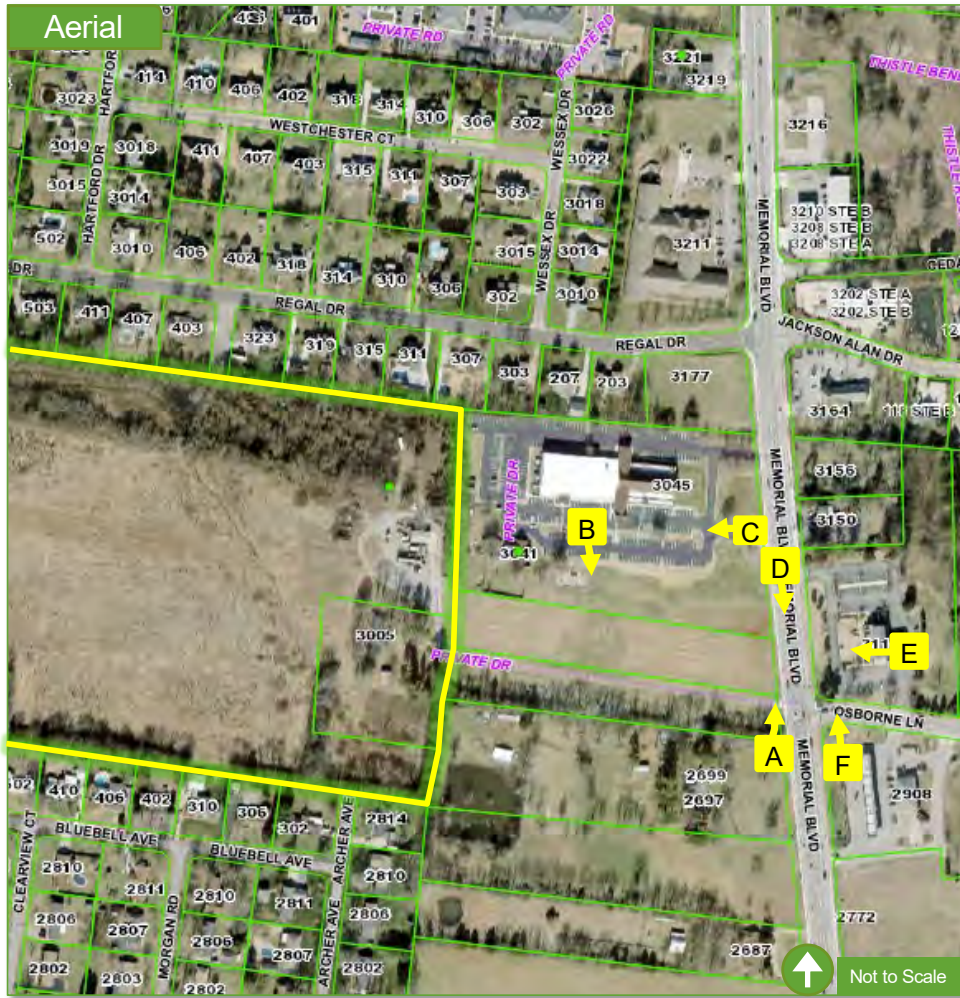


- ### Map Summary
- Stormwater can be accessed on multiple sides of the property.
 - A hydrology determination (HD) report was performed on the property. See sheet 22 for a summary.



Map Summary

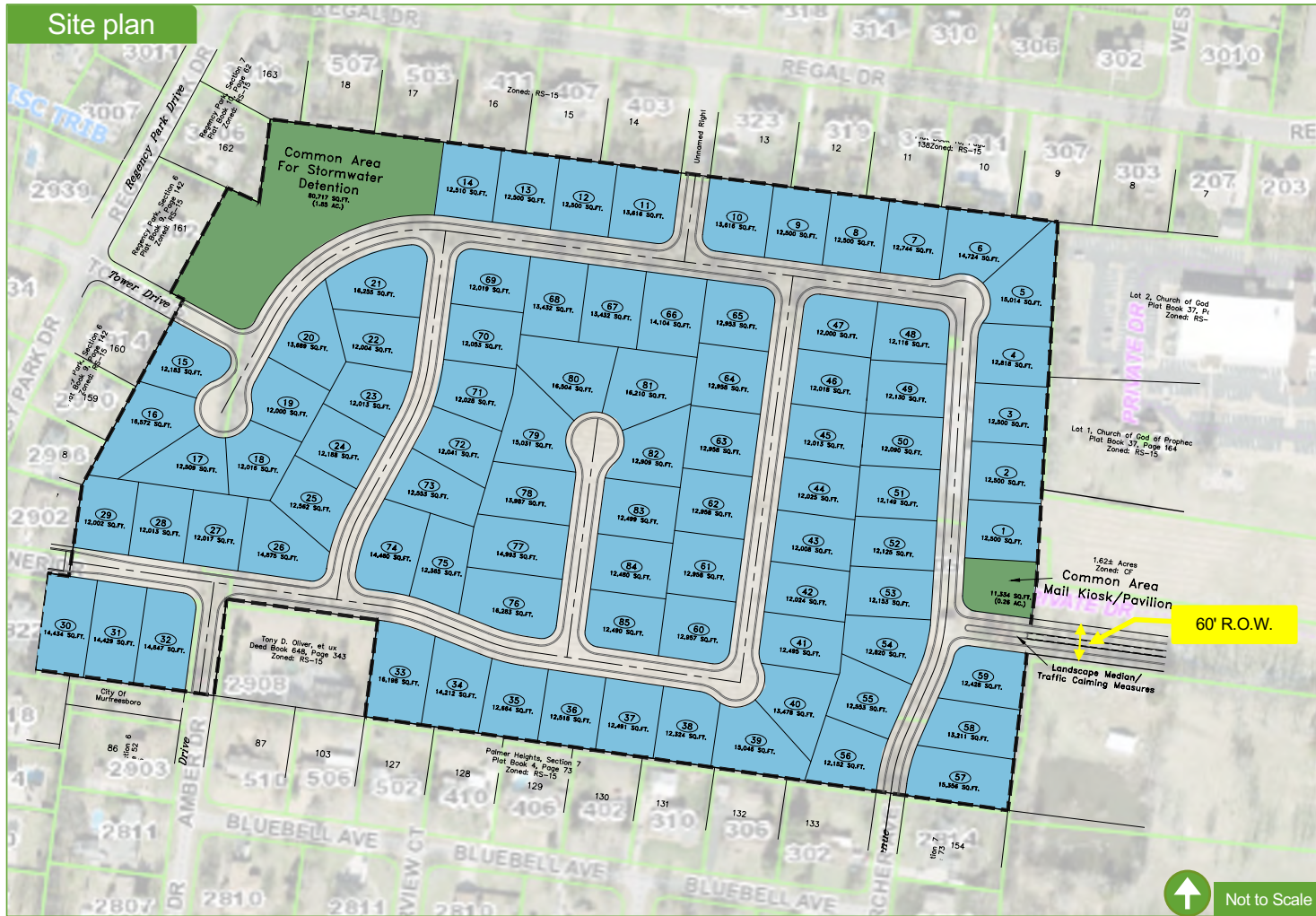
The subject property is embedded in an existing residential area on the north, west and south sides and commercial development to the east.



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Site plan



↑ Not to Scale

Site Data	
> Acreage	34.59 Acres
> Units Per Acre	2.46 Acres
> Total Land Area	1,502,820 SF
> Total Open Space	92,051 SF
> Formal Open Space	11,334 SF
> Side Entry Homes	85
> Home Size	2,350 SF
> Green Space	2.11 Acres

- The project is proposed to be completed in One Phase.
- Trash pickup by city.
- An HOA will be established.

Legend

- Sites
- Green Space
- Site boundary

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The Fuller

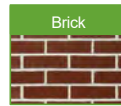


The Pinson



Building Elevations Materials

Front Elevation:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
Side Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
Rear Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
All Elevations:	Enhanced trim Package



*Different colors, cuts and patterns will be allowed

Characteristics

- All homes will have elevations consisting of masonry materials.
- All homes will have enhanced trim package.
- All homes will have decorative garage doors.
- All homes will have brick or stone water tables.

The Roan

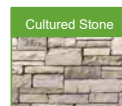
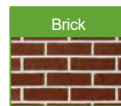
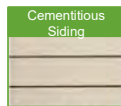


The Natchez



Building Elevations Materials

Front Elevation:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
Side Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
Rear Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
All Elevations:	Enhanced trim Package



*Different colors, cuts and patterns will be allowed

Characteristics

- All homes will have elevations consisting of masonry materials.
- All homes will have enhanced trim package.
- All homes will have decorative garage doors.
- All homes will have brick or stone water tables.

The Burgess

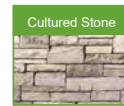
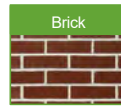


The Cumberland



Building Elevations Materials

Front Elevation:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
Side Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
Rear Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
All Elevations:	Enhanced trim Package

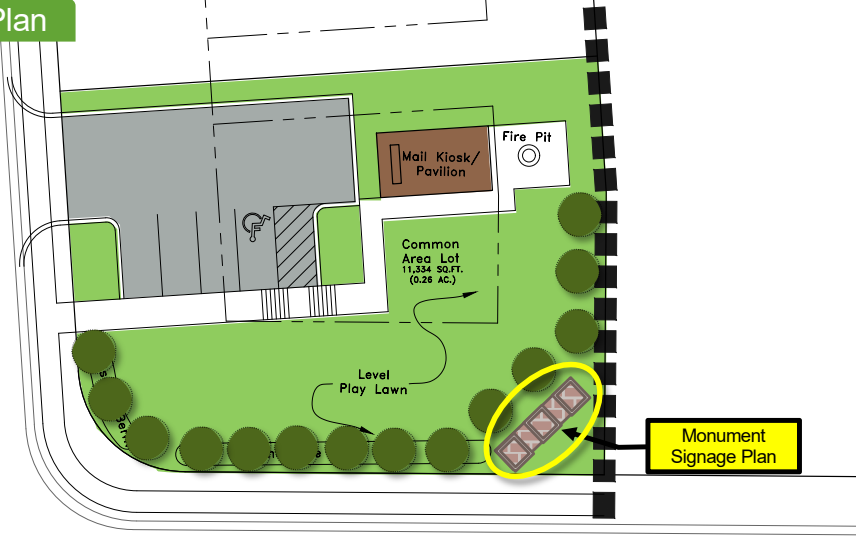


*Different colors, cuts and patterns will be allowed

Characteristics

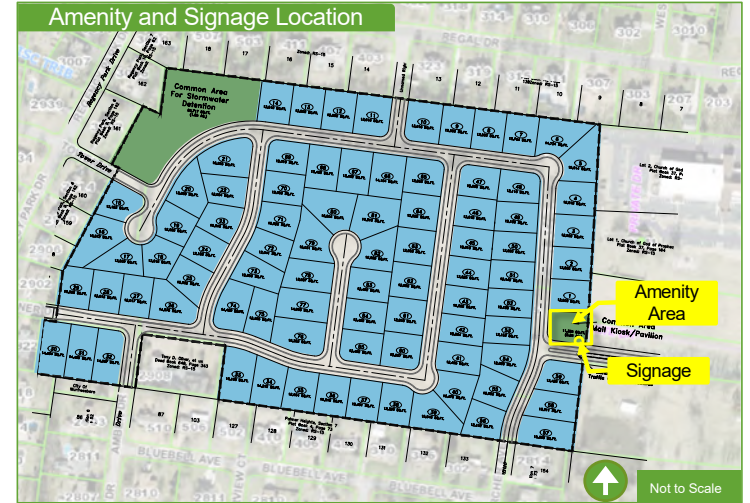
- All homes will have elevations consisting of masonry materials.
- All homes will have enhanced trim package.
- All homes will have decorative garage doors.
- All homes will have brick or stone water tables.

Amenity Area Plan



*Landscaping will not be located within the sight-distance vision triangle

Amenity and Signage Location



Pavilion Sample



Monument Signage Plan

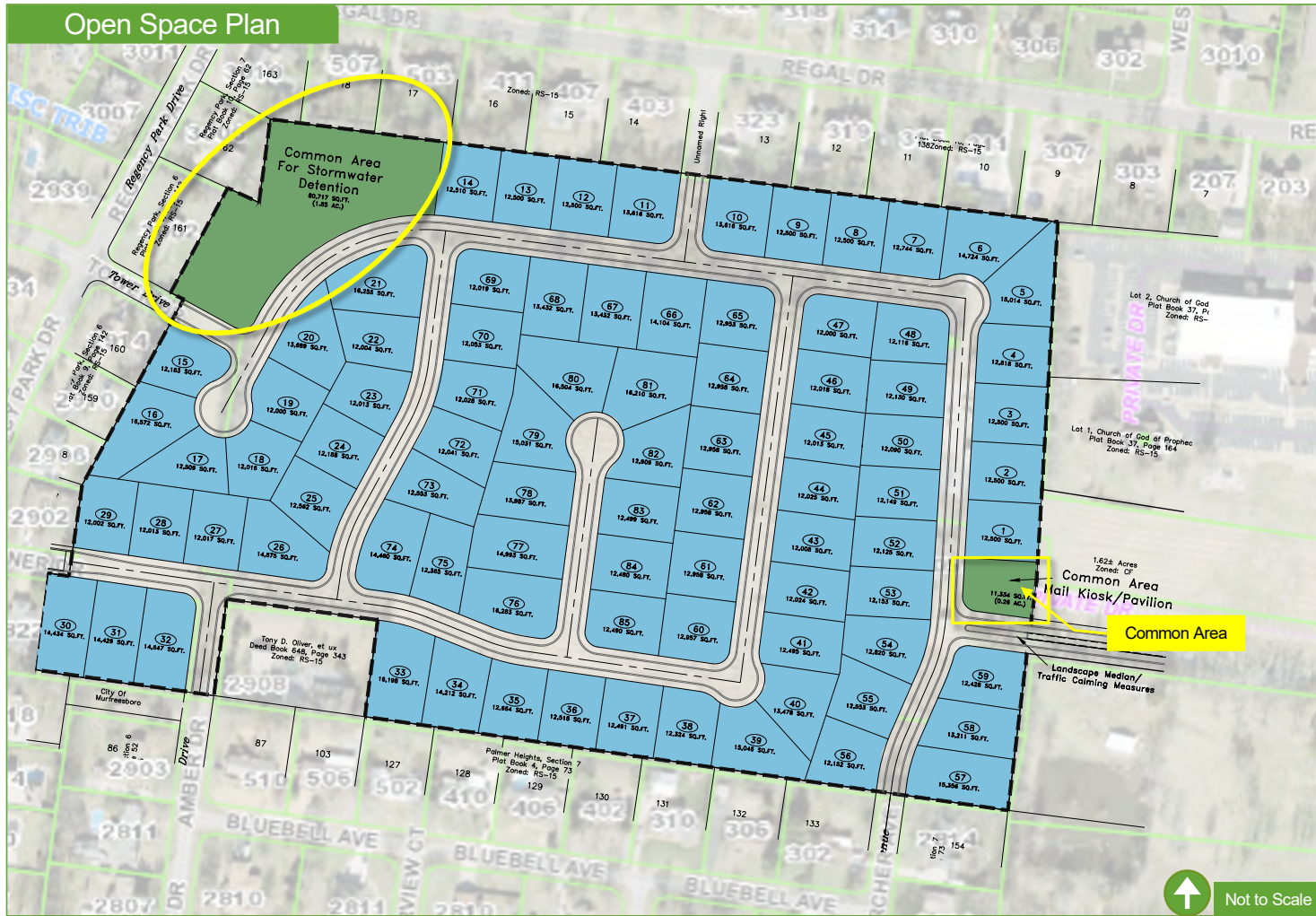


Monument Signage Elevation



HS HUDDLESTON-STEEL ENGINEERING, INC.
 2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
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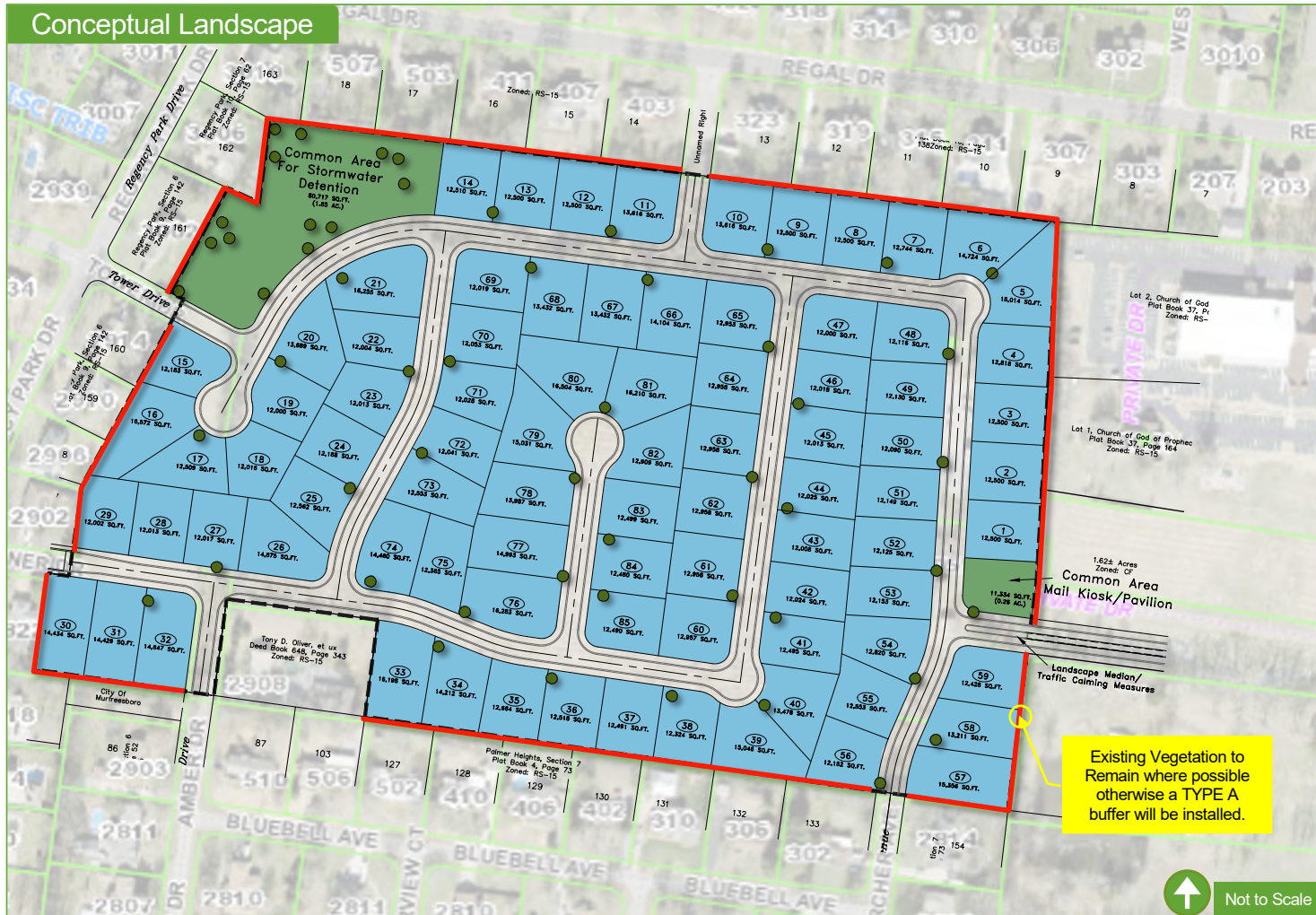
Open Space Plan



Map Summary

- Amenity Area: 11,334 Sq. Ft.
- See page 16 for detailed landscaping in Amenity Area.

Conceptual Landscape



Map Summary

- No buffer proposed.
- Existing natural vegetation to be preserved where possible.
- See page 16 for detailed landscaping in Amenity Area.
- Street tree ●

Street Tree Example

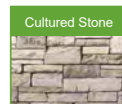
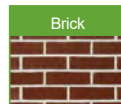
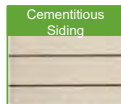


Developmental Standards

- Development will include (85) 12,000 +/- SF Lots.
- Minimum Square Footage: 2350 SF, 3 Bedrooms.
- Maximum building height of 40'-0"
- The homes will have 4 surface parking spaces and 2 garage spaces
- Solid waste will be disposed through use of trash cans stored in garages and provided by the City.
- Sidewalks will be provided on both sides of street.
- Temporary entry signage will be provided at Osborne Ln and Memorial Blvd.
- Mail delivery will be accommodated via a kiosk in the Community Pavilion.
- The garages are to meet minimum parking requirements. Parking will comply with the Murfreesboro Zoning Regulations of four parking spaces per dwelling unit.
- Telecommunication and television equipment shall be located on the rear of the proposed buildings.
- AC units will be located on the side or rear of the houses.

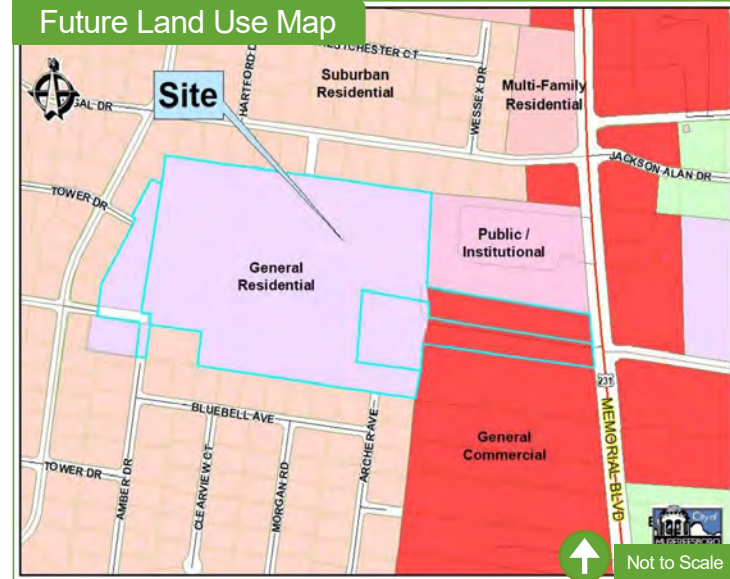
Building Elevations Materials

Front Elevation:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
Side Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
Rear Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board, etc)
All Elevations	Enhanced trim Package



*Different colors, cuts and patterns will be allowed

Future Land Use Map

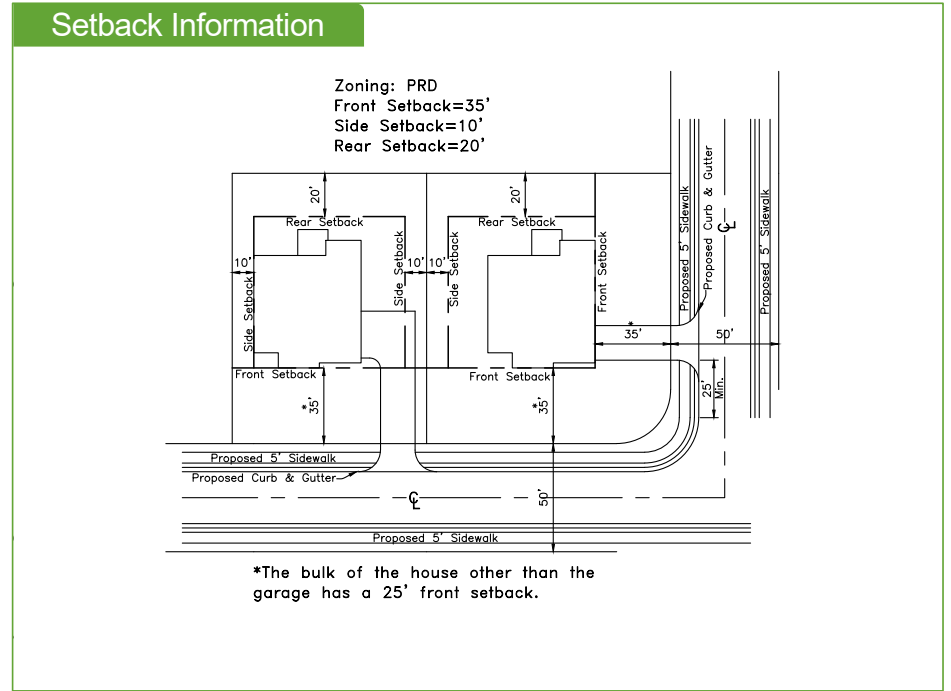


Map Summary

The future land use map contained in the Murfreesboro 2035 Comprehensive Plan recommends that the property develop with the General Residential land use character. The Northridge Park development is consistent with the recommendations of the 2035 Plan. This designation allows for a density of 3.54 to 8.64 dwelling units per acre. We are planning on single family detached homes with a 2.46 units per acre density which is below the minimum recommendation of 3.54 in the 2035 Plan.

Land Requirement Table			
SETBACKS	REQUIREMENT	PROPOSED	
	RS-12	PRD	DIFF
*Front Setback	35'	25' & 35' to front Garage	
Side Setback	10'	10'	
Rear Setback	25'	20'	-5'
Min. Lot Area	12000 SF	12000 SF	
Min. Lot Width	70'	70'	
Max. Height	35'	40'	+5'
Max. Gross Density	3.63	2.46	-1.17
Max. F.A.R.	NONE	N/A	
Max. L.S.R.	NONE	N/A	
Max. O.S.R.	NONE	N/A	
Max Lot Coverage	25%	33%	+8%
<ul style="list-style-type: none"> *The Bulk of the house other than the garage has a 25' Front setback Reduced setback occurred on all side entry garage lots to Maximise flexibility in home designs 			

Site Data	
> Total Land Area	1,502,820 SF
> Total Open Space	92,051 SF
> Formal Open Space	11,334 SF

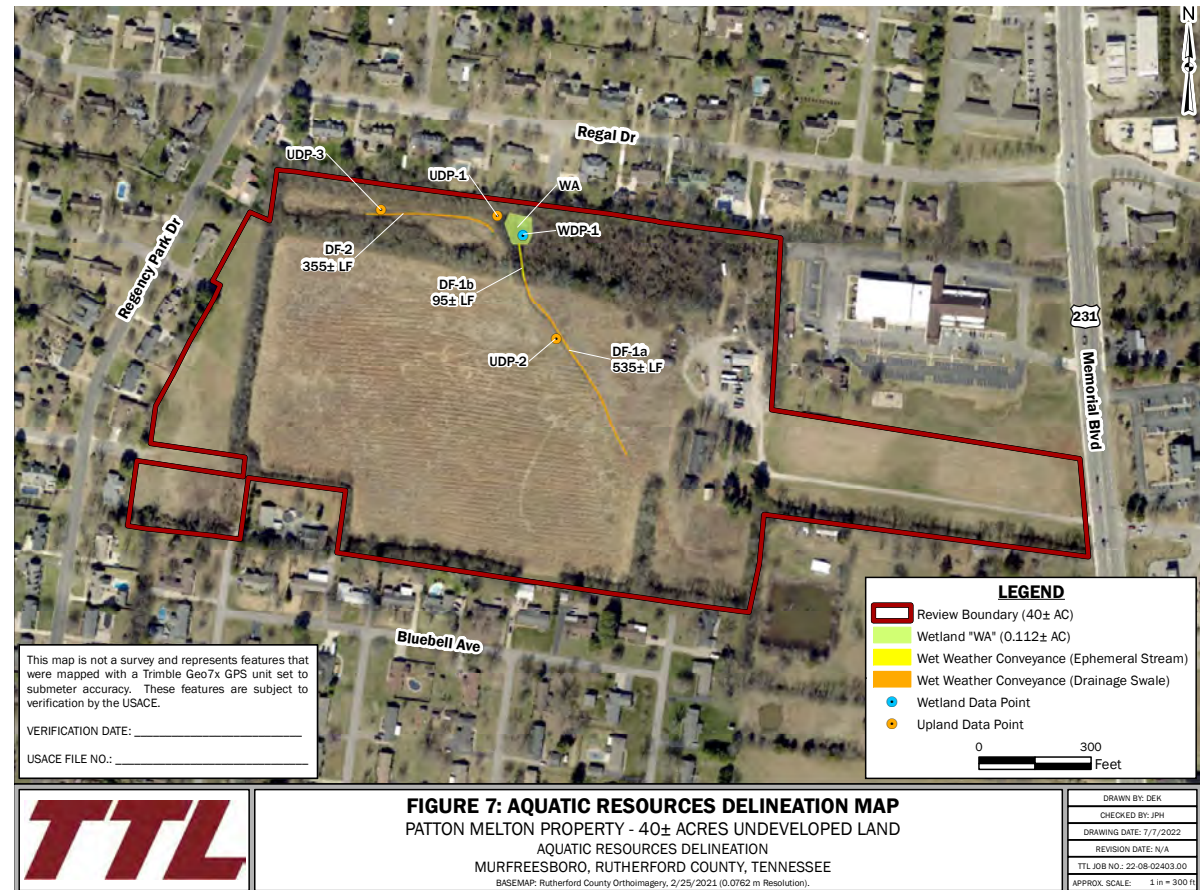


City of Murfreesboro General Applicability Section 13b for Planned Development

1. Identification of existing utilities, easement, roadways, rail lines and public right-of-way crossings and adjacent to the subject property; [Shown in pattern book on Sheet 4-6.](#)
2. A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; [Shown in pattern book Sheet, 3-8.](#)
3. A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structure on-site and within two hundred feet of the subject property and the identification of the use thereof; [Shown in pattern book Sheet, 9-11.](#)
4. A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; [Shown in pattern book Sheet 12.](#)
5. A tabulation of the maximum number of dwelling units proposed including the number of units with two or less bedrooms and the number of units with more than two bedrooms; [Shown in pattern book Sheets 12.](#)
6. A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (floor area ratio), the L.S.R. (livability space ratio), and the O.S.R. (open space ratio); [Not applicable in this situation.](#)
7. A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the City and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article; [See sheet 19.](#)
8. If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating: (aa) the approximate date when construction of the project can be expected to begin; (bb) the order in which the phases of the project will be built; (cc) the minimum area and the approximate location of common space and public improvements that will be required at each stage; and, (dd) a breakdown by phase for subsections [5] and [6] above; [The PRD will be constructed in one phase.](#)
9. Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted; [An HOA will be established.](#)
10. A statement setting forth in detail either (1) the exceptions which are required from the zoning and Subdivision Regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed; [Exception #1 A reduction in the front setback of 5', Exception #2 A reduction in the rear setback of 5'. Exception #3: An Increase in maximum height of 5'. Exception #4: An increase in lot coverage of 8%.](#)
11. The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article; [The project is not within any overlays.](#)
12. The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time; [The subject property is not influenced by the Major Thoroughfare Plan, however, the project will connect to the Osborne Lane and Memorial Boulevard intersection and will provide excellent cross connectivity to the adjacent neighborhoods to the south, west, and north.](#)
13. The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated; [See Sheet 2.](#)
14. Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. [See Sheets 13-15.](#)
15. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign: [A masonry community sign consistent with the elevation of the homes is proposed.](#)

Report Summary

- Wetlands – One wetland (WA) was identified in the woods within the north-central portion of the area of review. WA is within a closed depression which appears to have formerly been a manmade pond. No surface water or saturation was observed within WA during our fieldwork. No apparent surface connection was observed between the WA and the downgradient DF-2 channel.
- Watercourses – Three (3) watercourses were identified within the area of review during our fieldwork. DF-1a and DF-1b collectively comprise a single watercourse that directs surface flow to the northwest towards WA. DF-1a comprises the upper portion of the watercourse (535 LF) and is primarily a drainage swale within an overgrown field. DF-1a originates within the southeast portion of the area of review and transitions to DF-1b within the woods at the northern portion of the area of review. DF-1b has a more defined channel and directs surface flow into WA. DF-2 directs surface flow to the west through the northwest portion of the area of review. Similar to DF-1a, DF-2 is primarily a drainage swale with ill-defined morphology. DF-2 disappears prior to reaching the western property boundary. No surface water was observed within any of the watercourses on the day of our fieldwork.



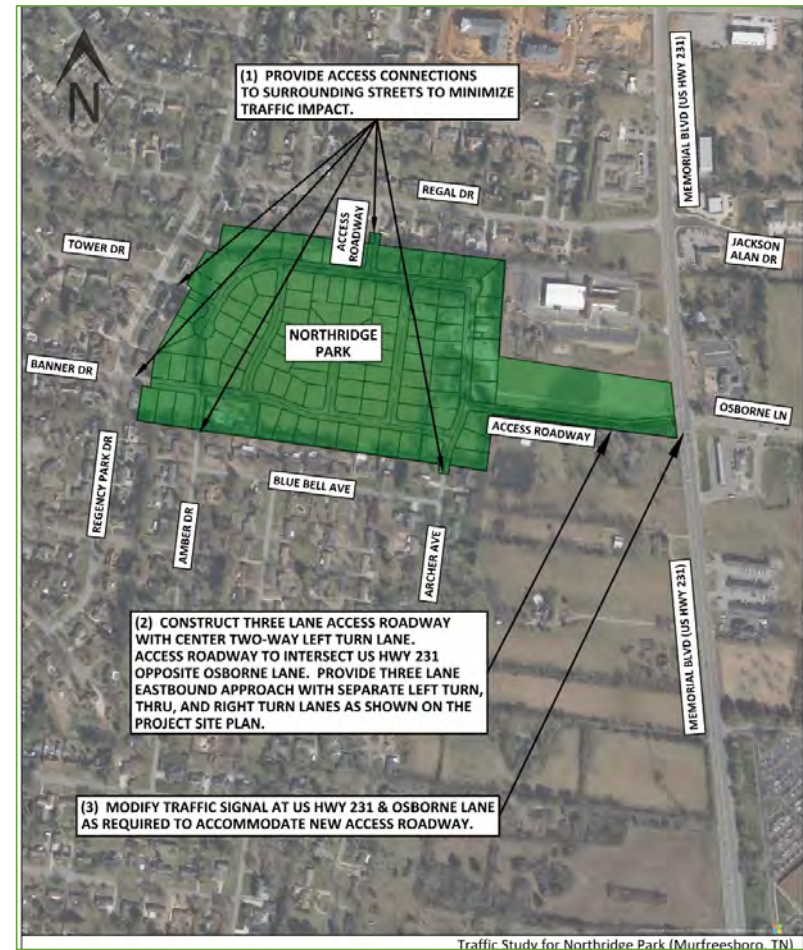
Report Summary

6. CONCLUSIONS AND RECOMMENDATIONS

The analyses presented in this study indicate that the traffic generated by the proposed Northridge Park residential development can be supported by the existing roadway network with the following recommended improvements, which are illustrated in Figure 8:

1. As indicated on the conceptual site plan provided by Huddleston-Steele Engineering, provide access connections for the project to surrounding streets to minimize traffic impact.
2. Construct a three-lane Access Roadway with a center two-way left turn lane from the project site to its intersection with Memorial Boulevard, opposite Osborne Lane. Provide a three-lane eastbound approach at this intersection, with separate left turn, through, and right turn lanes, as shown on the project site plan.
3. Modify the traffic signal at Memorial Boulevard and Osborne Lane as required to accommodate the new Access Roadway.

In conclusion, with the implementation of the improvements recommended above, the trips generated by the Northridge Park residential development are not expected to have a significant impact on the traffic operations in the area.



Traffic Study for Northridge Park (Murfreesboro, TN)

HS HUDDLESTON-STEELE
ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

TRAFFIC IMPACT STUDY

NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT
MURFREESBORO, TENNESSEE

PREPARED ON BEHALF OF:



PREPARED BY:



DECEMBER 2022

TRAFFIC IMPACT STUDY

**NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT
MURFREESBORO, TENNESSEE**



PREPARED BY:

RG Phillips Consulting, LLC

Richard G. Phillips, P.E.
106 Mission Court, Suite 301
Franklin, TN 37067



Traffic Impact Study

Northridge Park Residential Development Murfreesboro, Tennessee

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1. INTRODUCTION

The purpose of this traffic impact study is to assess the traffic impacts associated with the proposed Northridge Park residential development and to identify if any offsite access or traffic control improvements will be required to address those impacts.

The project site is located in Murfreesboro, Tennessee, west of Memorial Boulevard and south of Regal Drive. Figure 1 shows the proposed project site, along with the intersections that will be included as part of the study.

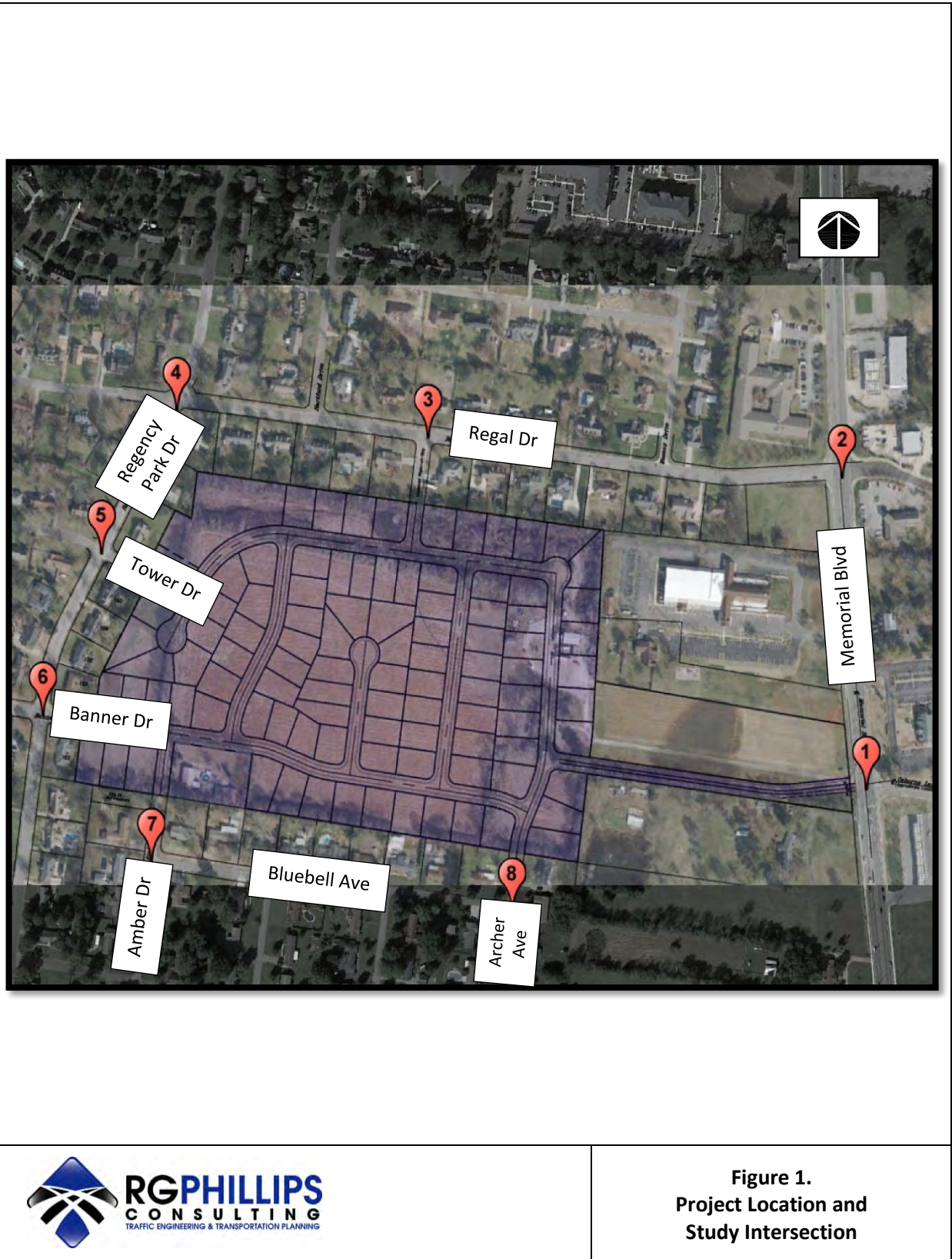


Figure 1.
Project Location and
Study Intersection

2. PROJECT DESCRIPTION

The current site development plan, provided by Huddleston-Steele Engineering, is illustrated in Figure 2. As detailed in Figure 2, the current plan proposes the development of approximately 100 single-family homes. The site has multiple proposed access points, with one Access Roadway planned to be constructed on Regal Drive and another Access Roadway planned to connect to Memorial Boulevard, opposite Osborne Lane. Additionally, as indicated on the site plan, the development is proposed to have multiple access connections to surrounding streets, including Tower Drive, Banner Drive, Amber Drive, and Archer Avenue.

For the purposes of this study, a five-year buildout was assumed for the development, with estimated project completion in 2027.



Figure 2.
Site Development Concept Plan

Project Scope

This report identifies potential traffic impacts to the surrounding roadway network based on the proposed development. Three scenarios were considered for analysis, as follows:

- Existing Traffic Conditions (2022)
- Background Traffic Conditions (2027)
- Total Future Traffic Conditions at Project Buildout (2027)

The following intersections were included in the scope of the traffic study:

- #1 – Memorial Boulevard & Osborne Lane / Access Roadway
- #2 – Memorial Boulevard & Regal Drive / Jackson Alan Drive
- #3 – Regal Drive & Access Roadway
- #4 – Regal Drive & Regency Park Drive
- #5 – Regency Park Drive & Tower Drive
- #6 – Regency Park Drive & Banner Drive
- #7 – Amber Drive & Bluebell Avenue
- #8 – Archer Avenue & Bluebell Avenue

To simplify review of the traffic study, each intersection was assigned a reference number, as shown above. The traffic assignment and capacity analyses worksheets contained in this report refer to each intersection by both name and assigned intersection number.

3. 2022 EXISTING TRAFFIC CONDITIONS

Methodology

The traffic analyses performed in this report were conducted using *Synchro* software, which emulates the methodologies set forth in the *Highway Capacity Manual, 6th Edition*, for evaluation of signalized and unsignalized intersections.

The intersections considered in this study were evaluated in terms of level of service (LOS), which is a rating of traffic conditions for a given roadway or intersection. The descriptions for the various levels of service at both signalized and unsignalized intersections are shown in Table 1 and Table 2, respectively.

Table 1
Level of Service Criteria for Signalized Intersections

Level of Service	Description	Control Delay (Seconds)
A	Very low delay with minimal stops.	<10
B	Stable traffic flow, low delay, few traffic stops.	>10 to ≤20
C	Operations with stable flow, moderate delay.	>20 to ≤ 35
D	Noticeable delays, many stopped vehicles.	>35 and ≤ 55
E	Unstable flow, high delays and congestion.	>55 and ≤ 80
F	Unacceptable delay, excessive congestion.	>80

Table 2
Level of Service Criteria for Unsignalized Intersections

Level of Service	Description	Control Delay (Seconds)
A	Minimal or no delay	≤ 10
B	Minor traffic delay	>10 and ≤ 15
C	Average traffic delay	>15 and ≤ 25
D	Long traffic delay	>25 and ≤ 35
E	Very long traffic delay	>35 and ≤ 50
F	Extreme traffic delay	> 50

Roadway Network

The roadways in the vicinity of the site that will provide access to the Northridge Park residential development are described as follows:

- *Memorial Boulevard (US Highway 231 / State Route 10)* is classified in the City of Murfreesboro's Major Thoroughfare Plan as a major arterial roadway. In the vicinity of the project site, Memorial Boulevard is a five-lane roadway running generally north-south, with two travel lanes in each direction and a center two-way left-turn lane. The speed limit on Memorial Boulevard is posted at 45 mph south of Osborne Lane.
- *Osborne Lane* is classified as a community collector roadway and has a posted speed limit of 40 mph.
- *Jackson Alan Drive* is a two-lane local roadway. The speed limit is not posted on Jackson Alan Drive.
- *Regal Drive* is classified as a residential collector roadway with a posted speed limit of 30 mph.
- *Regency Park Drive* is classified as a residential collector roadway with a posted speed limit of 30 mph.
- *Tower Drive* is a two-lane local roadway. The speed limit is not posted on Tower Drive.
- *Banner Drive* is classified as a residential sub collector roadway with a posted speed limit of 30 mph.
- *Amber Drive* is a two-lane local roadway with a posted speed limit of 30 mph.
- *Bluebell Avenue* is a two-lane local roadway. The speed limit is not posted on Bluebell Avenue.
- *Archer Avenue* is a two-lane local roadway. The speed limit is not posted on Archer Avenue.

Existing Traffic Operations

To provide data for the analysis, manual turning movement traffic counts were performed at the following locations:

- #1 – Memorial Boulevard & Osborne Lane / Access Roadway
- #2 – Memorial Boulevard & Regal Drive / Jackson Alan Drive
- #3 – Regal Drive & Access Roadway
- #4 – Regal Drive & Regency Park Drive
- #5 – Regency Park Drive & Tower Drive
- #6 – Regency Park Drive & Banner Drive

The traffic counts were conducted on a weekday from 7:00 AM to 9:00 AM and from 4:00 PM to 6:00 PM. From the traffic counts collected, it was determined that the AM and PM peak hours varied by intersection. At the intersection of Memorial Boulevard and Osborne Lane / Access Roadway, the AM peak hour occurred from 7:00 AM to 8:00 AM, and the PM peak hour occurred from 4:30 PM to 5:30 PM.

The existing 2022 peak hour traffic volumes for the intersections studied are illustrated in Figure 3. The traffic count data utilized for this study are included in summary form in Appendix A.

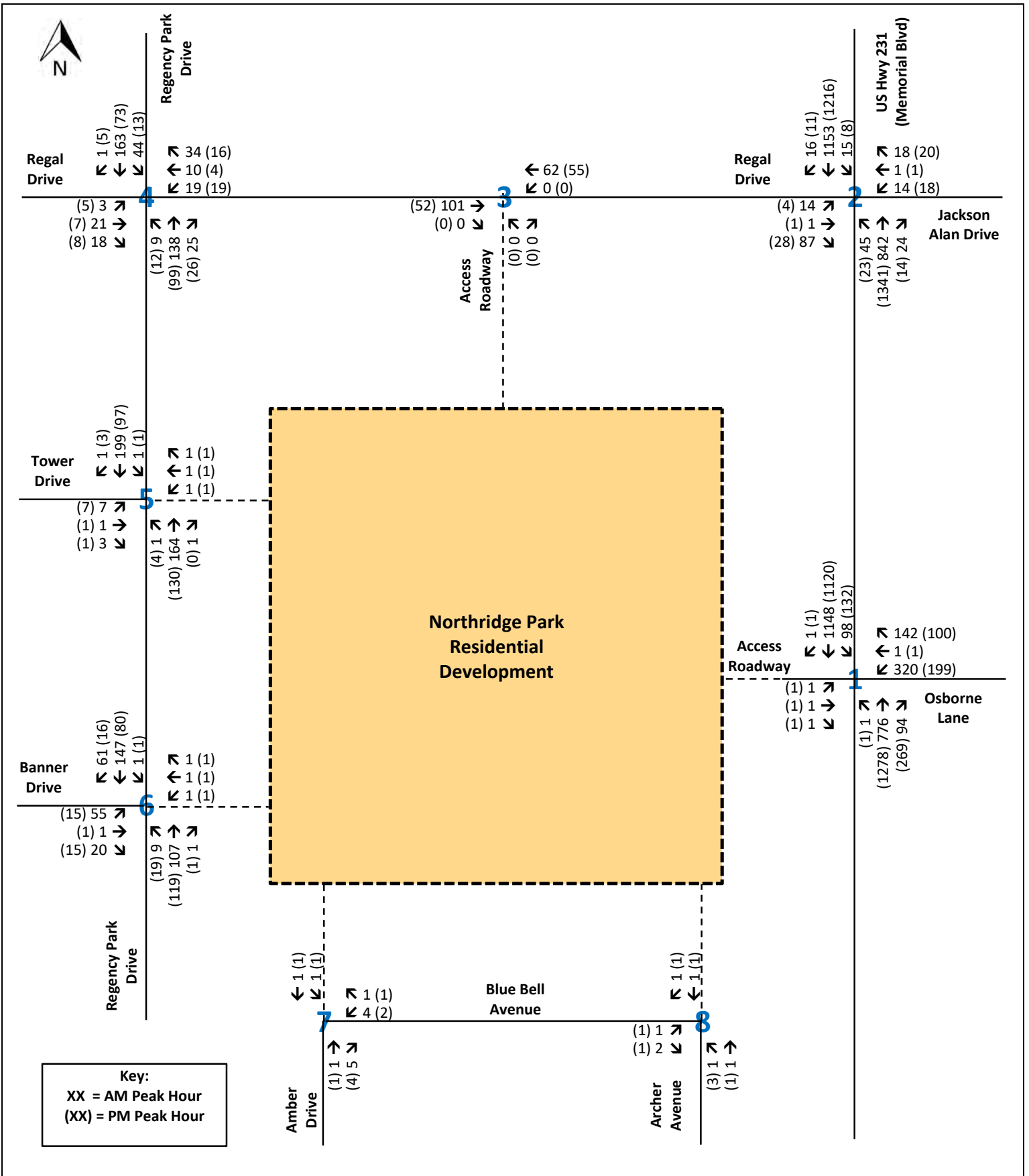


Figure 3.
Existing Traffic Volumes (2022)
 Northridge Park
 Murfreesboro, Tennessee



2022 Existing Capacity Analyses

As previously described, the capacity analyses result in the determination of a Level of Service (LOS) for an intersection. The LOS is a concept used to describe how well an intersection or roadway operates. LOS A is the best, while LOS F is the worst.

The results of the capacity analyses for the 2022 existing conditions at the intersections studied are presented in Table 3. As shown, the intersections contained in the study area presently operate at relatively good levels of service (LOS C or better) during both the AM and PM peak traffic hours.

Appendix B contains the capacity analysis worksheets for the 2022 existing traffic conditions.

Table 3
2022 Existing Traffic Conditions Analyses – Peak Hour Levels of Service

Intersection			Level of Service / (Delay in Seconds)	
#	Description	Critical Movement ⁽¹⁾	AM Peak Hour	PM Peak Hour
1	Memorial Boulevard & Osborne Lane / Access Roadway	Overall (Signalized)	C (25.3)	C (20.7)
2	Memorial Boulevard & Regal Drive / Jackson Alan Drive	Northbound Left	B (12.4)	B (12.1)
		Southbound Left	A (8.3)	A (9.6)
		Eastbound	C (19.1)	C (17.1)
		Westbound	C (17.1)	C (17.8)
3	Regal Drive & Access Roadway	Northbound	---	---
		Westbound Left	---	---
4	Regal Drive & Regency Park Drive	Northbound Left	A (7.7)	A (7.4)
		Southbound Left	A (7.8)	A (7.5)
		Eastbound	B (12.7)	B (10.0)
		Westbound	B (12.6)	B (10.0)
5	Regency Park Drive & Tower Drive	Northbound Left	A (7.8)	A (7.4)
		Southbound Left	B (7.7)	A (7.5)
		Eastbound	B (11.6)	B (10.1)
		Westbound	B (11.3)	A (9.9)
6	Regency Park Drive & Banner Drive	Northbound Left	A (7.8)	A (7.5)
		Southbound Left	A (7.5)	A (7.5)
		Eastbound	B (11.9)	A (9.8)
		Westbound	B (10.9)	B (10.1)
7	Amber Drive & Bluebell Avenue	Southbound Left	A (7.2)	A (7.2)
		Westbound	A (8.5)	A (8.5)
8	Archer Avenue & Bluebell Avenue	Northbound Left	A (7.2)	A (7.2)
		Eastbound	A (8.4)	A (8.5)

⁽¹⁾ For signalized control, the overall LOS and delay are listed for the intersection. For intersections with stop control on the minor approaches only, the LOS and delay are listed for movements that are required to stop or yield the right-of-way.

4. 2027 BACKGROUND TRAFFIC CONDITIONS

2027 Background Traffic

The 2027 background conditions analyses are presented to evaluate the traffic levels expected at the project buildout year due to growth beyond the current 2022 existing traffic volumes. Data from a nearby count station, #252 on Regency Park Drive, west of the project site, was obtained from TDOT. Based on historical ADT traffic counts at this count station, an average annual rate of 1.7% traffic growth was indicated in the vicinity of the project site over the last ten-year period. However, to be conservative, the 2022 existing traffic volumes were increased by 2.0% per year for the five-year buildout period to obtain the 2027 background traffic volumes.

The 2027 background traffic volumes are illustrated in Figure 4. These background traffic volumes represent the traffic which could be expected to travel through the study area, even if the proposed Northridge Park development is not completed.

The historical TDOT data from count station #252 is included in Appendix A.

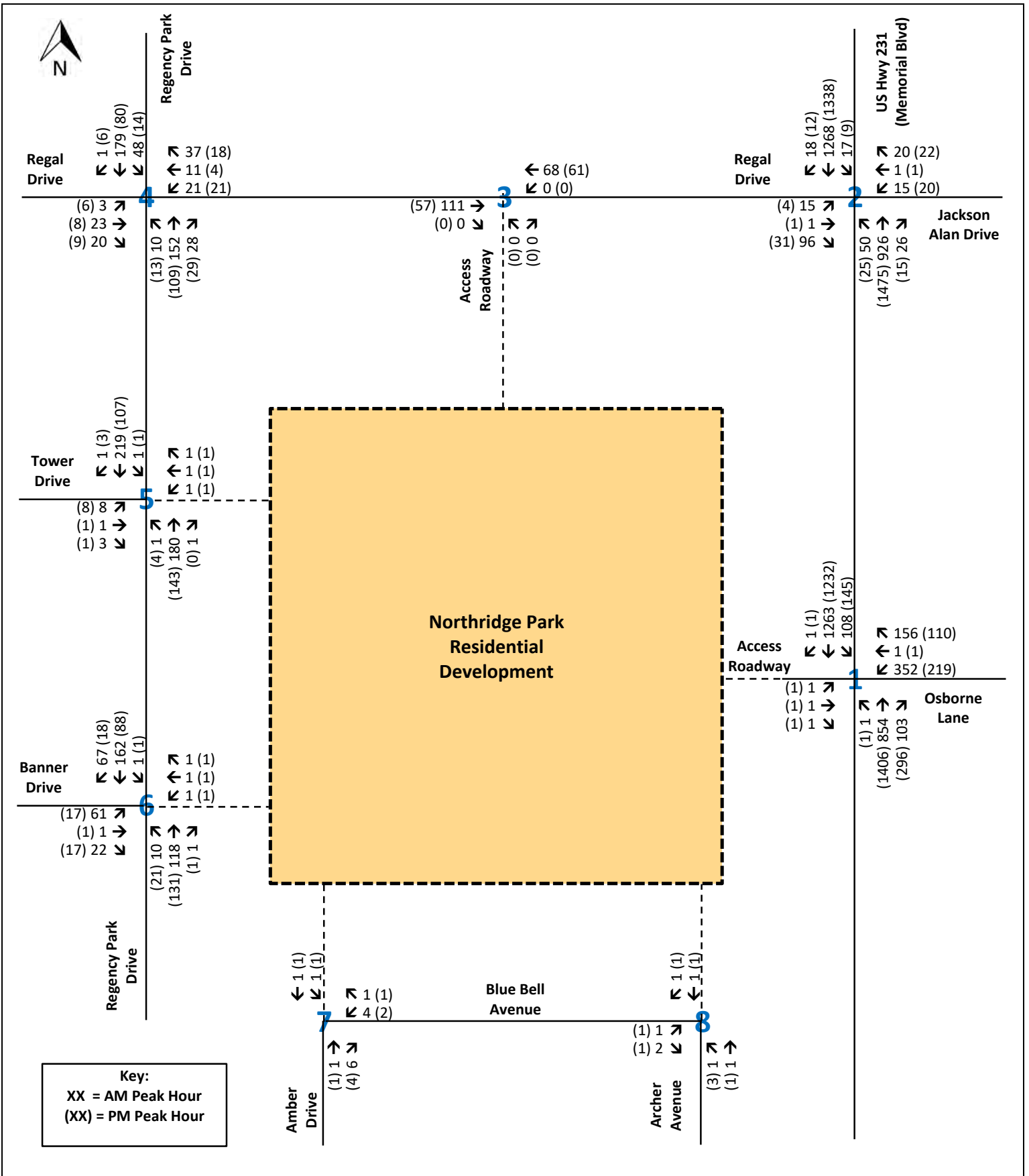


Figure 4.
 Background Traffic Volumes (2027)
 Northridge Park
 Murfreesboro, Tennessee



2027 Background Intersection Capacity Analyses

To determine the LOS of the intersections studied, capacity analyses were performed for the AM and PM peak hours of traffic for the 2027 background traffic conditions. The capacity calculations were performed in accordance with the methods outlined in the *Highway Capacity Manual*. As previously described, the capacity analyses result in the determination of a Level of Service (LOS) for an intersection. The LOS is a concept used to describe how well an intersection or roadway operates. LOS A is the best, while LOS F is the worst.

As shown in Table 4, the intersections included in this study are expected to operate at relatively good levels of service (LOS C or better) during both the AM and PM peak traffic hours.

Appendix B contains the capacity analysis worksheets for the 2027 background traffic conditions.

Table 4
2027 Background Traffic Conditions Analyses – Peak Hour Levels of Service

Intersection			Level of Service / (Delay in Seconds)	
#	Description	Critical Movement ⁽¹⁾	AM Peak Hour	PM Peak Hour
1	Memorial Boulevard & Osborne Lane / Access Roadway	Overall (Signalized)	C (28.7)	C (25.9)
2	Memorial Boulevard & Regal Drive / Jackson Alan Drive	Northbound Left	B (13.5)	B (13.0)
		Southbound Left	A (8.5)	B (10.3)
		Eastbound	C (22.1)	C (18.9)
		Westbound	C (19.6)	C (20.5)
3	Regal Drive & Access Roadway	Northbound	---	---
		Westbound Left	---	---
4	Regal Drive & Regency Park Drive	Northbound Left	A (7.7)	A (7.4)
		Southbound Left	A (7.8)	A (7.5)
		Eastbound	B (13.4)	B (10.2)
		Westbound	B (13.4)	B (10.2)
5	Regency Park Drive & Tower Drive	Northbound Left	A (7.8)	A (7.5)
		Southbound Left	A (7.7)	A (7.5)
		Eastbound	B (12.1)	B (10.3)
		Westbound	B (11.7)	B (10.1)
6	Regency Park Drive & Banner Drive	Northbound Left	A (7.9)	A (7.5)
		Southbound Left	A (7.5)	A (7.5)
		Eastbound	B (12.6)	A (9.9)
		Westbound	B (11.2)	B (10.2)
7	Amber Drive & Bluebell Avenue	Southbound Left	A (7.2)	A (7.2)
		Westbound	A (8.5)	A (8.5)
8	Archer Avenue & Bluebell Avenue	Northbound Left	A (7.2)	A (7.2)
		Eastbound	A (8.4)	A (8.5)

⁽¹⁾ For signalized control, the overall LOS and delay are listed for the intersection. For intersections with stop control on the minor approaches only, the LOS and delay are listed for movements that are required to stop or yield the right-of-way.

5. 2027 PROJECTED TRAFFIC CONDITIONS

To develop the 2027 projected traffic conditions, the trips expected to be generated by the proposed Northridge Park residential development were determined. These trips were then assigned to the roadway network using a directional traffic distribution.

Trip Generation

As mentioned in the project description, the proposed development will include approximately 100 single-family homes. Trips expected to be generated by the proposed development were calculated using data from *Trip Generation, 11th Edition*, which is a publication of the Institute of Transportation Engineers (ITE). The results of the trip generation calculations are presented in Table 5.

Table 5
Trip Generation for the Proposed
Northridge Park Residential Development

Land Use Description	ITE Land Use Code (LUC)	SIZE	Daily Trips	AM Peak Hour Trips		PM Peak Hour Trips	
				Enter	Exit	Enter	Exit
Single-Family Homes	210	100 Lots	1,010	19	55	63	37

Additional information regarding the trip generation calculations for the site development included in this study is contained in Appendix C.

Trip Distribution

The trips that will be generated by the proposed project were assigned to the roadway network using a trip distribution that is detailed in Appendix D. This directional distribution, which is illustrated in Figure 5, was based on the existing directional split of traffic, the access proposed for the site, and the employment centers in the area and is described as follows:

- 25% to / from the north on Memorial Boulevard
- 45% to / from the south on Memorial Boulevard
- 5% to / from the east on Osborne Lane
- 25% to / from the residential street connections surrounding the project site

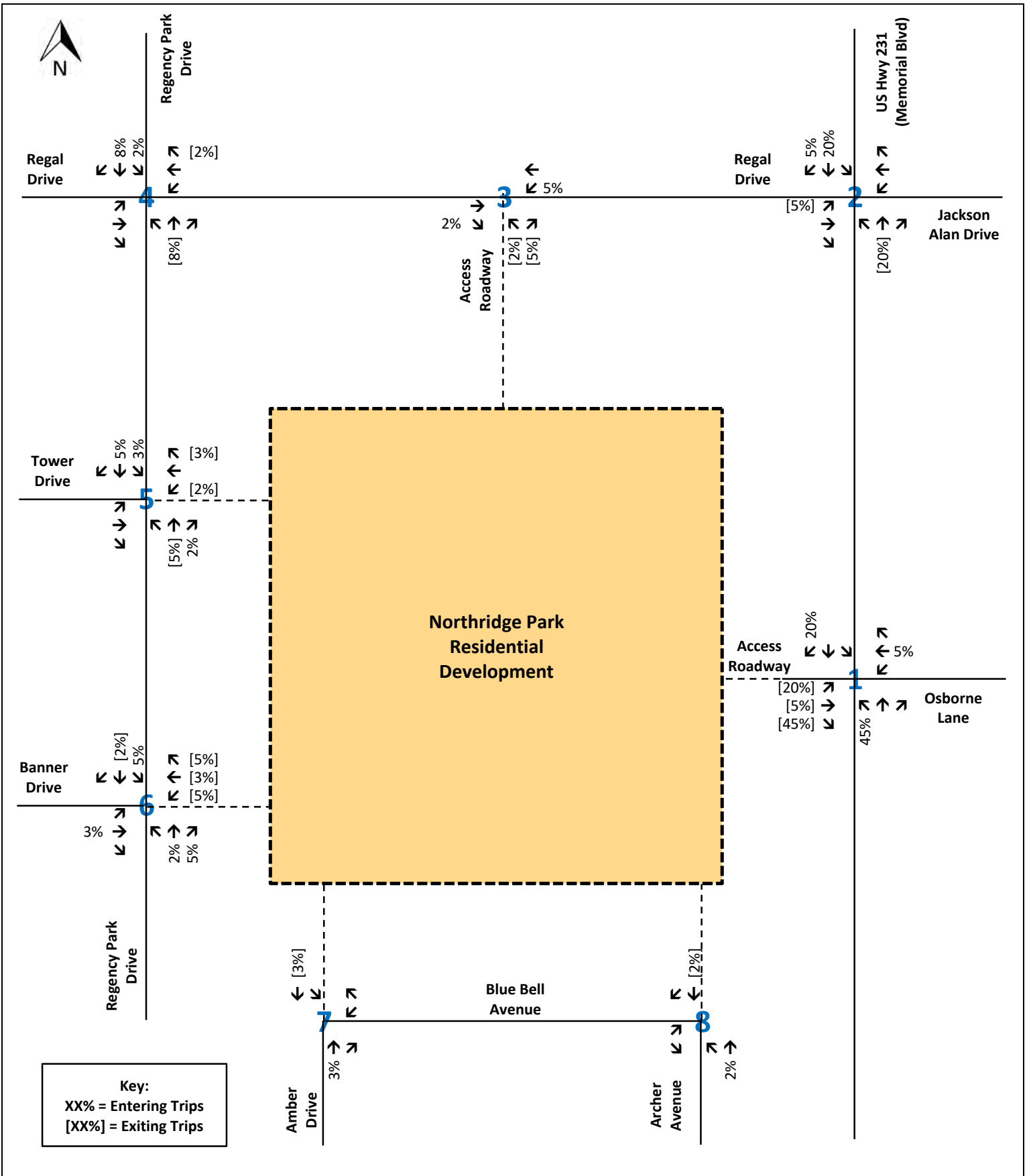


Figure 5.
Trip Distribution - Northridge Development (100 Single Family Lots)
 Northridge Park
 Murfreesboro, Tennessee



Traffic Assignment

The assignments of the total trips that will be generated by the proposed development are presented in Figure 6. Appendix E contains the traffic assignment figures utilized in developing the projected traffic volumes at buildout conditions. Traffic assignment information included in Appendix E is listed as follows:

- Existing Traffic Volumes (2022)
- Background Traffic Volumes (2027)
 - Historical Growth (2.0% per year for 5 years)
 - Total Background Traffic (2027)
- Total Site Generated Traffic Assignment
- Total Projected Traffic Volumes at Project Buildout (2027)

The site-generated traffic volumes, shown in Figure 6, were added to the background peak hour traffic volumes in order to obtain the total projected traffic volumes for the intersections within the study area. Figure 7 presents the total projected AM and PM peak hour traffic volumes expected at the completion of the proposed project.

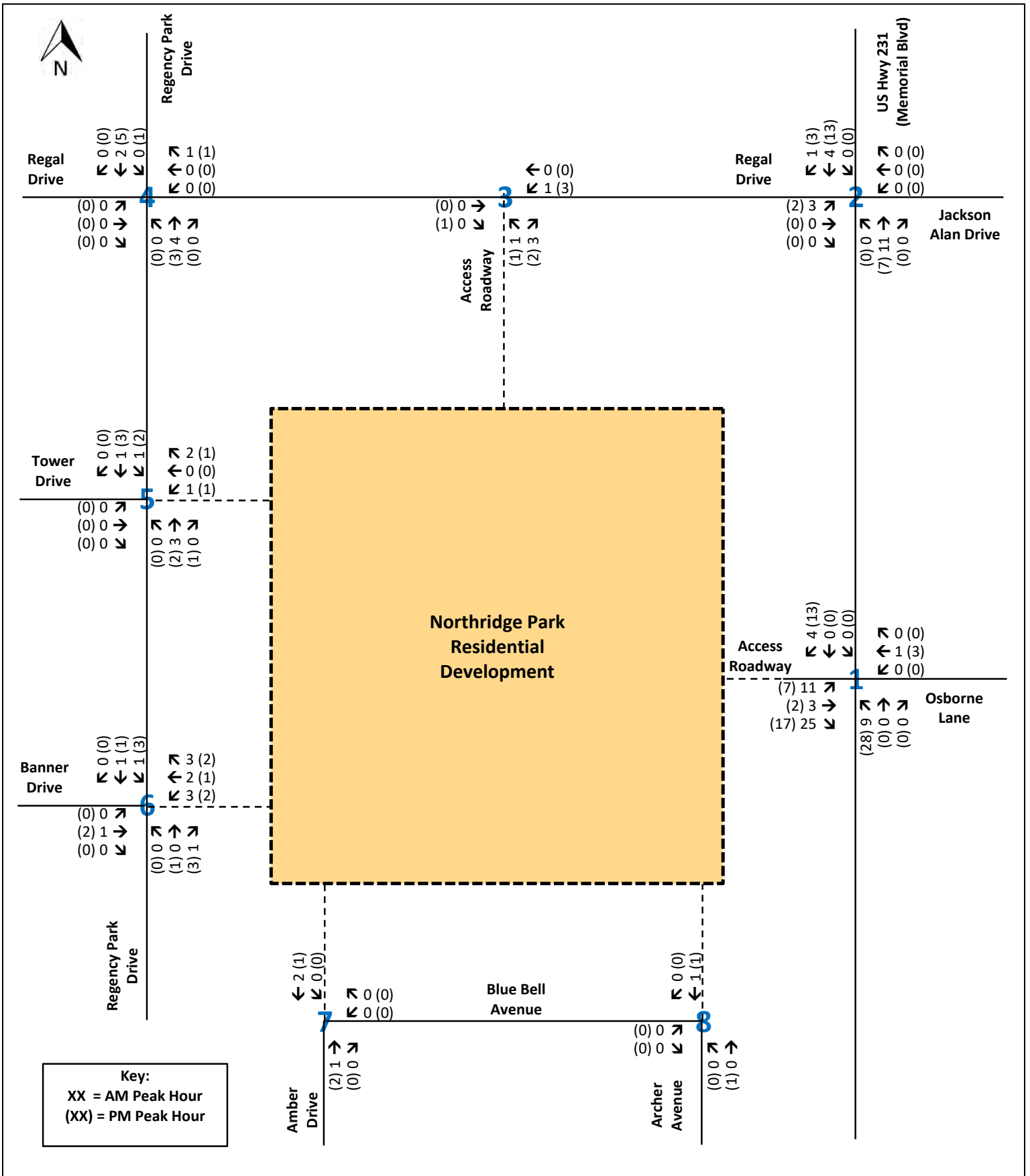


Figure 6.
 Site Generated Traffic
 Northridge Park
 Murfreesboro, Tennessee



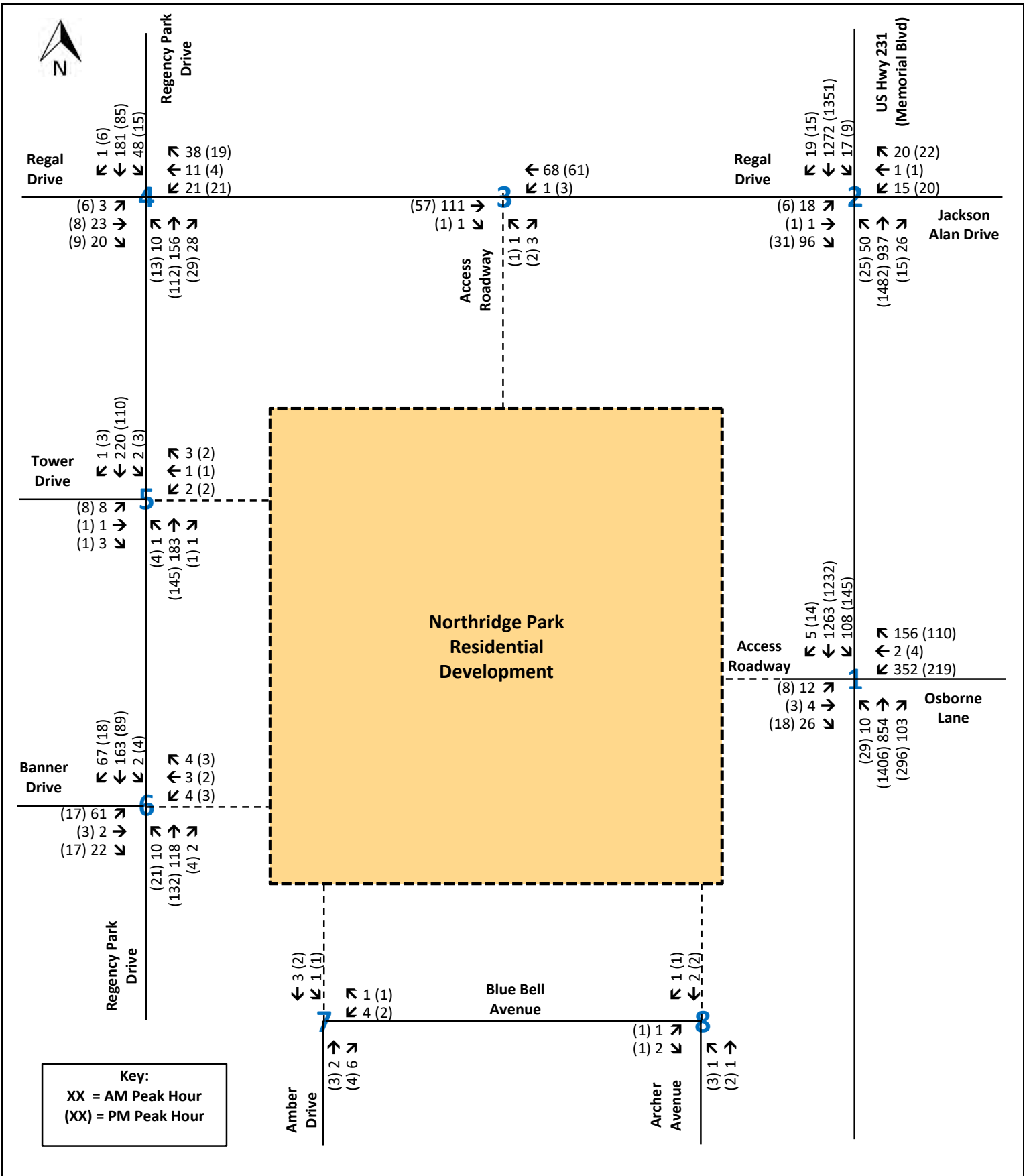


Figure 7.
Total Projected Traffic at Buildout (2027)
 Northridge Park
 Murfreesboro, Tennessee



2027 Projected Intersection Capacity Analyses

Capacity analyses were performed in order to determine the impact of the project on the intersections included in the scope of the study. These capacity analyses were used to evaluate the need for roadway and traffic control improvements at the intersections studied.

The results of the capacity analyses for the 2027 projected traffic conditions at the intersections studied are presented in Table 6. As shown, the intersections contained in the study are expected to operate at relatively good levels of service (LOS C or better) during both the AM and PM peak traffic hours.

Appendix B contains the capacity analysis worksheets for the 2027 projected traffic conditions.

Table 6
2027 Projected Traffic Conditions Analyses – Peak Hour Levels of Service

Intersection			Level of Service / (Delay in Seconds)	
#	Description	Critical Movement ⁽¹⁾	AM Peak Hour	PM Peak Hour
1	Memorial Boulevard & Osborne Lane / Access Roadway	Overall (Signalized)	C (30.1)	C (28.5)
2	Memorial Boulevard & Regal Drive / Jackson Alan Drive	Northbound Left	B (13.5)	B (13.1)
		Southbound Left	A (8.5)	B (10.3)
		Eastbound	C (23.1)	C (20.4)
		Westbound	C (19.8)	C (20.6)
3	Regal Drive & Access Roadway	Northbound	A (9.2)	A (8.9)
		Westbound Left	A (7.5)	A (7.4)
4	Regal Drive & Regency Park Drive	Northbound Left	A (7.7)	A (7.4)
		Southbound Left	A (7.8)	A (7.5)
		Eastbound	B (13.4)	B (10.2)
		Westbound	B (13.5)	B (10.3)
5	Regency Park Drive & Tower Drive	Northbound Left	A (8.0)	A (7.5)
		Southbound Left	A (7.9)	A (7.6)
		Eastbound	B (14.4)	B (10.5)
		Westbound	B (12.6)	B (10.1)
6	Regency Park Drive & Banner Drive	Northbound Left	A (7.9)	A (7.5)
		Southbound Left	A (7.5)	A (7.5)
		Eastbound	B (12.8)	B (10.1)
		Westbound	B (11.3)	B (10.3)
7	Amber Drive & Bluebell Avenue	Southbound Left	A (7.2)	A (7.2)
		Westbound	A (8.6)	A (8.5)
8	Archer Avenue & Bluebell Avenue	Northbound Left	A (7.2)	A (7.2)
		Eastbound	A (8.4)	A (8.5)

⁽¹⁾ For signalized control, the overall LOS and delay are listed for the intersection. For intersections with stop control on the minor approaches only, the LOS and delay are listed for movements that are required to stop or yield the right-of-way.

Consideration of Offsite Improvements

Based on the results of the 2027 projected intersection capacity analyses, various offsite improvements were evaluated. Specifically, the need for left and right turn lane improvements was assessed.

Left Turn Lane Warrants

The 2027 projected traffic volumes were compared to the standards set forth in M.D. Harmelink's Volume Warrants for Left-Turn Storage Lanes at Unsignalized Intersections. Analyses were conducted to determine the need for left turn lane improvements at the following locations:

- #3 – Regal Drive & Access Roadway
- #4 – Regal Drive & Regency Park Drive (NB & SB)
- #5 – Regency Park Drive & Tower Drive (NB & SB)
- #6 – Regency Park Drive & Banner Drive (NB & SB)
- #7 – Amber Drive & Bluebell Avenue
- #8 – Archer Avenue & Bluebell Avenue

Left turn lane warrants were not conducted at intersection #1, Memorial Boulevard and Osborne Lane / Access Roadway, as this location is signalized, or at intersection #2, Memorial Boulevard and Regal Drive / Jackson Alan Drive, as this location has an existing center two-way left-turn lane.

The results of the analyses show that the 2027 projected traffic volumes do not meet the thresholds required for the installation of a left turn lane at any of the locations studied. Copies of the left turn warrant analyses sheets for the 2027 projected traffic conditions are included in Appendix F.

Right Turn Lane Evaluations

To evaluate the need for right turn lane improvements, the criteria contained in NCHRP 457 were compared to the 2027 projected traffic volumes at the following locations:

- #3 – Regal Drive & Access Roadway
- #4 – Regal Drive & Regency Park Drive (NB & SB)
- #5 – Regency Park Drive & Tower Drive (NB & SB)
- #6 – Regency Park Drive & Banner Drive (NB & SB)
- #7 – Amber Drive & Bluebell Avenue
- #8 – Archer Avenue & Bluebell Avenue

For each location, the AM and PM peak hour volumes were compared to the data for a two-lane, 40-mph roadway.

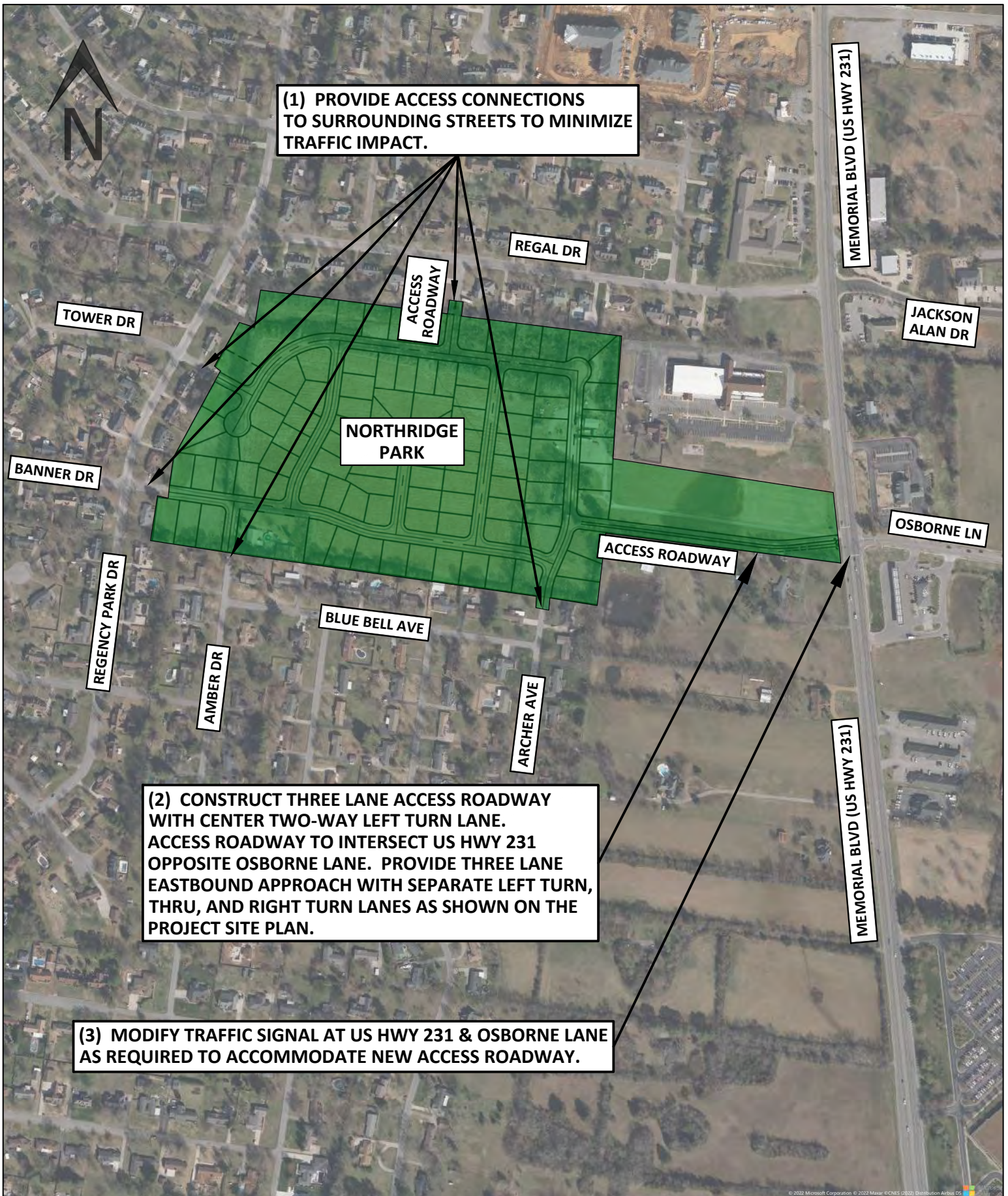
The results of the analyses show that the 2027 projected traffic volumes do not meet the thresholds indicated for the installation of a right turn lane at any of the locations studied. Copies of the right turn analyses are included in Appendix F.

6. CONCLUSIONS AND RECOMMENDATIONS

The analyses presented in this study indicate that the traffic generated by the proposed Northridge Park residential development can be supported by the existing roadway network with the following recommended improvements, which are illustrated in Figure 8:

1. As indicated on the conceptual site plan provided by Huddleston-Steele Engineering, provide access connections for the project to surrounding streets to minimize traffic impact.
2. Construct a three-lane Access Roadway with a center two-way left turn lane from the project site to its intersection with Memorial Boulevard, opposite Osborne Lane. Provide a three-lane eastbound approach at this intersection, with separate left turn, through, and right turn lanes, as shown on the project site plan.
3. Modify the traffic signal at Memorial Boulevard and Osborne Lane as required to accommodate the new Access Roadway.

In conclusion, with the implementation of the improvements recommended above, the trips generated by the Northridge Park residential development are not expected to have a significant impact on the traffic operations in the area.



Traffic Study for Northridge Park (Murfreesboro, TN)

APPENDIX A
TRAFFIC COUNT DATA

INTERSECTION TURNING

MOVEMENT COUNTS

INTERSECTION VEHICULAR TURNING MOVEMENT COUNTS

LOCATION: #1 - Memorial Boulevard & Osborne Lane / Access Roadway

PROJECT: Northridge Park Residential Development TIS

DATE: Thursday, November 3, 2022

LOCATION	Northbound			Southbound			Eastbound			Westbound			
	Memorial Boulevard			Memorial Boulevard			Access Roadway			Osborne Lane			
TIME	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
7:00 AM - 7:15 AM		160	17	25	228					77		46	
7:15 AM - 7:30 AM		210	17	32	309					75		40	
7:30 AM - 7:45 AM		177	21	22	336					92		27	
7:45 AM - 8:00 AM		229	39	19	275					76		29	
8:00 AM - 8:15 AM		169	29	20	251					47		22	
8:15 AM - 8:30 AM		163	22	10	200					44		23	
8:30 AM - 8:45 AM		163	29	14	196					47		11	
8:45 AM - 9:00 AM		174	22	12	210					53		15	
4:00 PM - 4:15 PM		265	54	20	248					50		25	
4:15 PM - 4:30 PM		297	68	21	283					40		23	
4:30 PM - 4:45 PM		294	64	32	261					47		27	
4:45 PM - 5:00 PM		324	62	33	305					57		22	
5:00 PM - 5:15 PM		333	69	37	291					47		24	
5:15 PM - 5:30 PM		327	74	30	263					48		27	
5:30 PM - 5:45 PM		298	67	29	263					34		25	
5:45 PM - 6:00 PM		284	59	30	303					48		31	
AM Peak Hour (7:00 AM - 8:00 AM)	0	776	94	98	1,148	0	0	0	0	320	0	142	PHF
PM Peak Hour (4:30 PM - 5:30 PM)	0	1,278	269	132	1,120	0	0	0	0	199	0	100	0.94
													0.96

INTERSECTION VEHICULAR TURNING MOVEMENT COUNTS

LOCATION: #2 - Memorial Boulevard & Regal Drive / Jackson Alan Drive
 PROJECT: Northridge Park Residential Development TIS
 DATE: Thursday, November 3, 2022

LOCATION	Northbound			Southbound			Eastbound			Westbound		
	Memorial Boulevard			Memorial Boulevard			Regal Drive			Jackson Alan Drive		
TIME	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:00 AM - 7:15 AM	12	191	3	2	261	1	5	0	11	1	0	5
7:15 AM - 7:30 AM	14	228	5	4	305	6	4	0	27	7	0	5
7:30 AM - 7:45 AM	8	187	4	3	324	8	3	0	28	4	1	2
7:45 AM - 8:00 AM	11	236	12	6	263	1	2	0	21	2	0	6
8:00 AM - 8:15 AM	4	177	6	3	263	3	1	0	13	5	0	5
8:15 AM - 8:30 AM	7	182	3	1	191	0	0	1	9	2	0	2
8:30 AM - 8:45 AM	5	164	2	4	214	1	2	0	8	1	0	3
8:45 AM - 9:00 AM	4	188	4	1	210	2	1	0	9	5	0	1
4:00 PM - 4:15 PM	7	284	4	3	269	8	4	1	13	3	1	5
4:15 PM - 4:30 PM	8	305	7	3	292	6	2	0	9	5	0	3
4:30 PM - 4:45 PM	9	314	4	1	281	4	1	0	10	2	0	8
4:45 PM - 5:00 PM	8	330	5	2	331	4	3	1	8	6	0	4
5:00 PM - 5:15 PM	7	350	2	2	305	2	1	0	10	5	0	5
5:15 PM - 5:30 PM	7	349	2	2	276	2	0	0	6	5	0	6
5:30 PM - 5:45 PM	1	312	5	2	304	3	0	0	4	2	0	5
5:45 PM - 6:00 PM	6	294	8	1	317	5	1	0	7	5	0	6
AM Peak Hour (7:00 AM - 8:00 AM)	45	842	24	15	1,153	16	14	0	87	14	1	18
PM Peak Hour (4:45 PM - 5:45 PM)	23	1,341	14	8	1,216	11	4	1	28	18	0	20

PHF
0.92
0.96

INTERSECTION VEHICULAR TURNING MOVEMENT COUNTS

LOCATION: #3 - Regal Drive & Access Roadway
 PROJECT: Northridge Park Residential Development TIS
 DATE: Thursday, November 3, 2022

LOCATION	Northbound			Southbound			Eastbound			Westbound		
	Access Roadway						Regal Drive			Regal Drive		
TIME	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:00 AM - 7:15 AM								16			13	
7:15 AM - 7:30 AM								31			20	
7:30 AM - 7:45 AM								31			17	
7:45 AM - 8:00 AM								23			12	
8:00 AM - 8:15 AM								14			7	
8:15 AM - 8:30 AM								10			7	
8:30 AM - 8:45 AM								10			6	
8:45 AM - 9:00 AM								10			6	
4:00 PM - 4:15 PM								18			16	
4:15 PM - 4:30 PM								11			14	
4:30 PM - 4:45 PM								11			13	
4:45 PM - 5:00 PM								12			12	
5:00 PM - 5:15 PM								11			9	
5:15 PM - 5:30 PM								6			9	
5:30 PM - 5:45 PM								4			4	
5:45 PM - 6:00 PM								8			11	
AM Peak Hour (7:00 AM - 8:00 AM)	0	0	0	0	0	0	0	101	0	0	62	0
PM Peak Hour (4:00 PM - 5:00 PM)	0	0	0	0	0	0	0	52	0	0	55	0

PHF
0.80
0.79

INTERSECTION VEHICULAR TURNING MOVEMENT COUNTS

LOCATION: #4 - Regal Drive & Regency Park Drive
 PROJECT: Northridge Park Residential Development TIS
 DATE: Thursday, November 3, 2022

LOCATION	Northbound			Southbound			Eastbound			Westbound		
	Regency Park Drive			Regency Park Drive			Regal Drive			Regal Drive		
TIME	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:00 AM - 7:15 AM	1	25	7	5	14	0	2	1	3	1	1	8
7:15 AM - 7:30 AM	2	53	7	16	47	0	0	5	5	4	0	17
7:30 AM - 7:45 AM	4	39	8	15	47	0	0	5	5	8	6	3
7:45 AM - 8:00 AM	2	21	3	8	55	1	1	10	5	6	3	6
8:00 AM - 8:15 AM	0	21	7	4	21	0	0	0	1	4	0	1
8:15 AM - 8:30 AM	0	11	1	2	16	0	0	4	1	7	1	4
8:30 AM - 8:45 AM	1	10	3	4	6	0	0	1	1	1	0	4
8:45 AM - 9:00 AM	1	9	3	2	6	0	0	3	1	3	0	2
4:00 PM - 4:15 PM	1	22	8	4	18	0	2	3	1	8	6	4
4:15 PM - 4:30 PM	1	18	6	2	17	1	1	3	4	5	1	2
4:30 PM - 4:45 PM	2	27	5	5	19	0	0	4	3	7	0	3
4:45 PM - 5:00 PM	5	24	8	2	13	2	3	2	0	5	1	5
5:00 PM - 5:15 PM	1	27	8	3	21	1	2	0	2	3	2	4
5:15 PM - 5:30 PM	4	21	5	3	20	2	0	1	3	4	1	4
5:30 PM - 5:45 PM	1	27	4	1	18	0	0	2	3	7	1	7
5:45 PM - 6:00 PM	2	23	5	3	13	0	1	1	2	6	1	4
AM Peak Hour (7:00 AM - 8:00 AM)	9	138	25	44	163	1	3	21	18	19	10	34
PM Peak Hour (4:30 PM - 5:30 PM)	12	99	26	13	73	5	5	7	8	19	4	16

PHF
0.78
0.96

INTERSECTION VEHICULAR TURNING MOVEMENT COUNTS

LOCATION: #5 - Regency Park Drive & Tower Drive
 PROJECT: Northridge Park Residential Development TIS
 DATE: Thursday, November 3, 2022

LOCATION	Northbound			Southbound			Eastbound			Westbound			
	Regency Park Drive			Regency Park Drive			Tower Drive			Tower Drive			
TIME	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
7:00 AM - 7:15 AM	0	30	0	0	18	0	3	0	2	1	0	0	
7:15 AM - 7:30 AM	0	60	0	0	56	0	2	0	0	0	0	0	
7:30 AM - 7:45 AM	1	49	0	0	60	0	2	0	0	0	0	0	
7:45 AM - 8:00 AM	0	25	0	0	65	1	0	0	1	0	0	1	
8:00 AM - 8:15 AM	0	27	0	0	26	0	1	0	0	0	0	0	
8:15 AM - 8:30 AM	0	11	0	0	24	0	1	0	0	0	0	0	
8:30 AM - 8:45 AM	0	14	0	0	7	1	0	0	0	0	0	0	
8:45 AM - 9:00 AM	1	13	0	0	10	0	0	0	0	0	0	0	
4:00 PM - 4:15 PM	0	31	0	0	27	0	0	0	0	1	0	0	
4:15 PM - 4:30 PM	0	23	1	0	26	0	2	0	0	0	0	0	
4:30 PM - 4:45 PM	0	32	0	0	28	1	2	0	0	0	0	0	
4:45 PM - 5:00 PM	1	34	0	0	18	0	3	0	0	0	0	0	
5:00 PM - 5:15 PM	0	35	0	0	26	0	1	0	0	0	0	0	
5:15 PM - 5:30 PM	3	29	0	0	25	2	1	0	0	0	0	0	
5:30 PM - 5:45 PM	0	31	0	0	27	1	1	0	0	0	0	0	
5:45 PM - 6:00 PM	0	30	0	0	21	0	0	0	0	0	0	0	
AM Peak Hour (7:00 AM - 8:00 AM)	1	164	0	0	199	1	7	0	3	1	0	1	PHF
PM Peak Hour (4:30 PM - 5:30 PM)	4	130	0	0	97	3	7	0	0	0	0	0	0.80
													0.96

INTERSECTION VEHICULAR TURNING MOVEMENT COUNTS

LOCATION: #6 - Regency Park Drive & Banner Drive
 PROJECT: Northridge Park Residential Development TIS
 DATE: Thursday, November 3, 2022

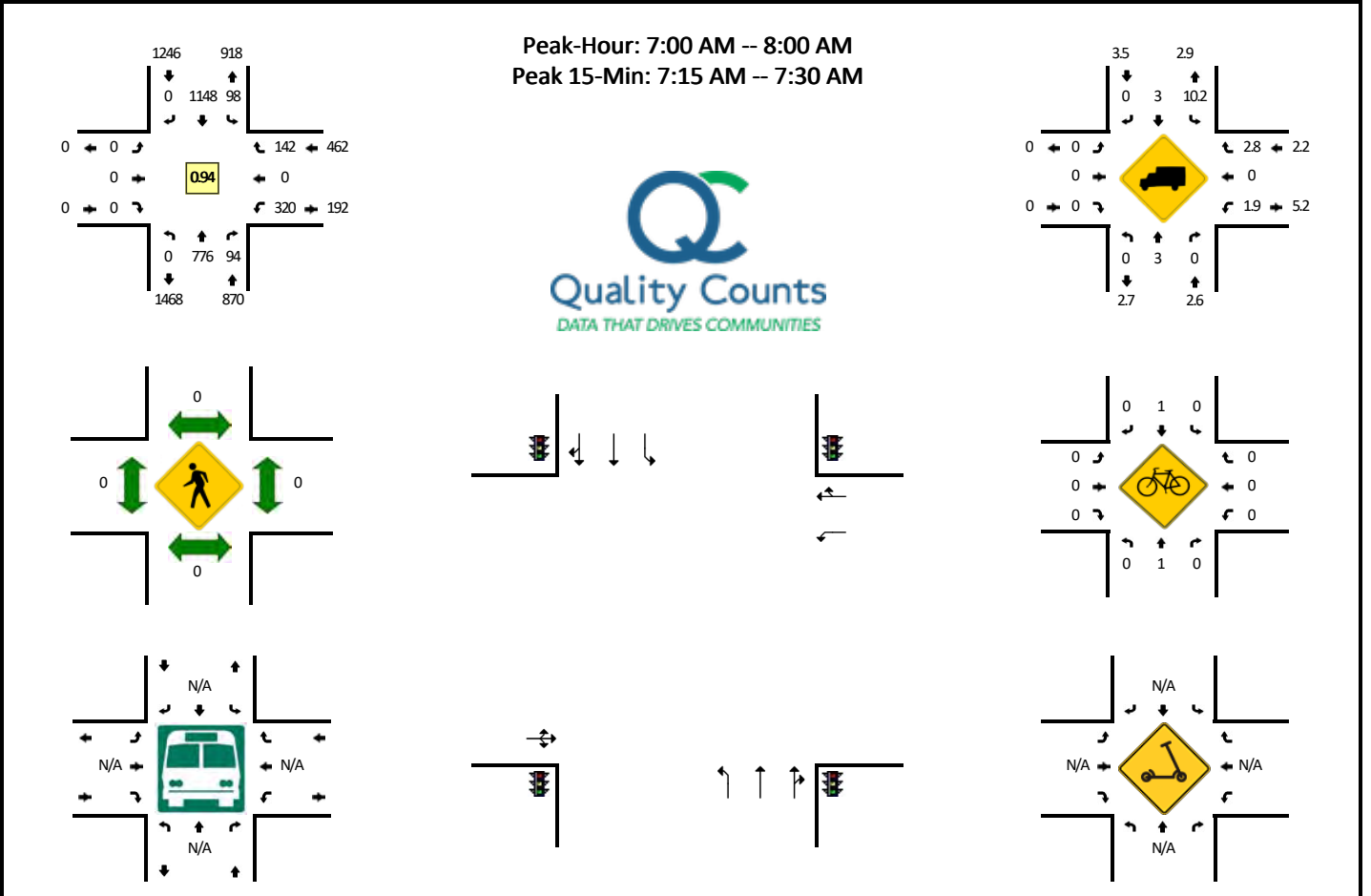
LOCATION	Northbound			Southbound			Eastbound			Westbound			
	Regency Park Drive			Regency Park Drive			Banner Drive			Banner Drive			
TIME	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
7:00 AM - 7:15 AM	0	15	0	0	19	2	15	0	2	0	0	0	
7:15 AM - 7:30 AM	3	37	0	0	40	16	23	0	7	0	1	0	
7:30 AM - 7:45 AM	1	38	0	0	40	20	12	0	7	1	0	0	
7:45 AM - 8:00 AM	4	16	0	0	46	20	9	0	3	0	0	0	
8:00 AM - 8:15 AM	1	16	0	0	21	5	11	0	3	0	0	0	
8:15 AM - 8:30 AM	1	6	0	0	17	7	5	0	7	0	0	0	
8:30 AM - 8:45 AM	1	12	0	0	5	2	2	0	4	0	0	0	
8:45 AM - 9:00 AM	4	11	0	0	8	2	3	0	1	0	0	0	
4:00 PM - 4:15 PM	2	23	0	0	18	10	8	0	6	0	0	0	
4:15 PM - 4:30 PM	1	24	0	0	17	9	0	0	1	0	0	0	
4:30 PM - 4:45 PM	4	31	0	1	19	8	1	0	6	0	0	0	
4:45 PM - 5:00 PM	6	29	0	0	13	5	6	0	4	0	1	0	
5:00 PM - 5:15 PM	5	31	0	0	25	1	4	0	1	0	0	0	
5:15 PM - 5:30 PM	4	28	0	0	23	2	4	0	4	0	0	0	
5:30 PM - 5:45 PM	4	28	0	0	20	7	3	1	2	1	0	0	
5:45 PM - 6:00 PM	0	26	0	0	16	5	4	0	2	1	0	0	
AM Peak Hour (7:15 AM - 8:15 AM)	9	107	0	0	147	61	55	0	20	1	1	0	PHF
PM Peak Hour (4:30 PM - 5:30 PM)	19	119	0	1	80	16	15	0	15	0	1	0	0.79
													0.95

QUALITY COUNTS

TMC REPORTS

LOCATION: Memorial Blvd -- Osborne Ln
CITY/STATE: Murfreesboro, TN

QC JOB #: 15993901
DATE: Thu, Nov 3 2022



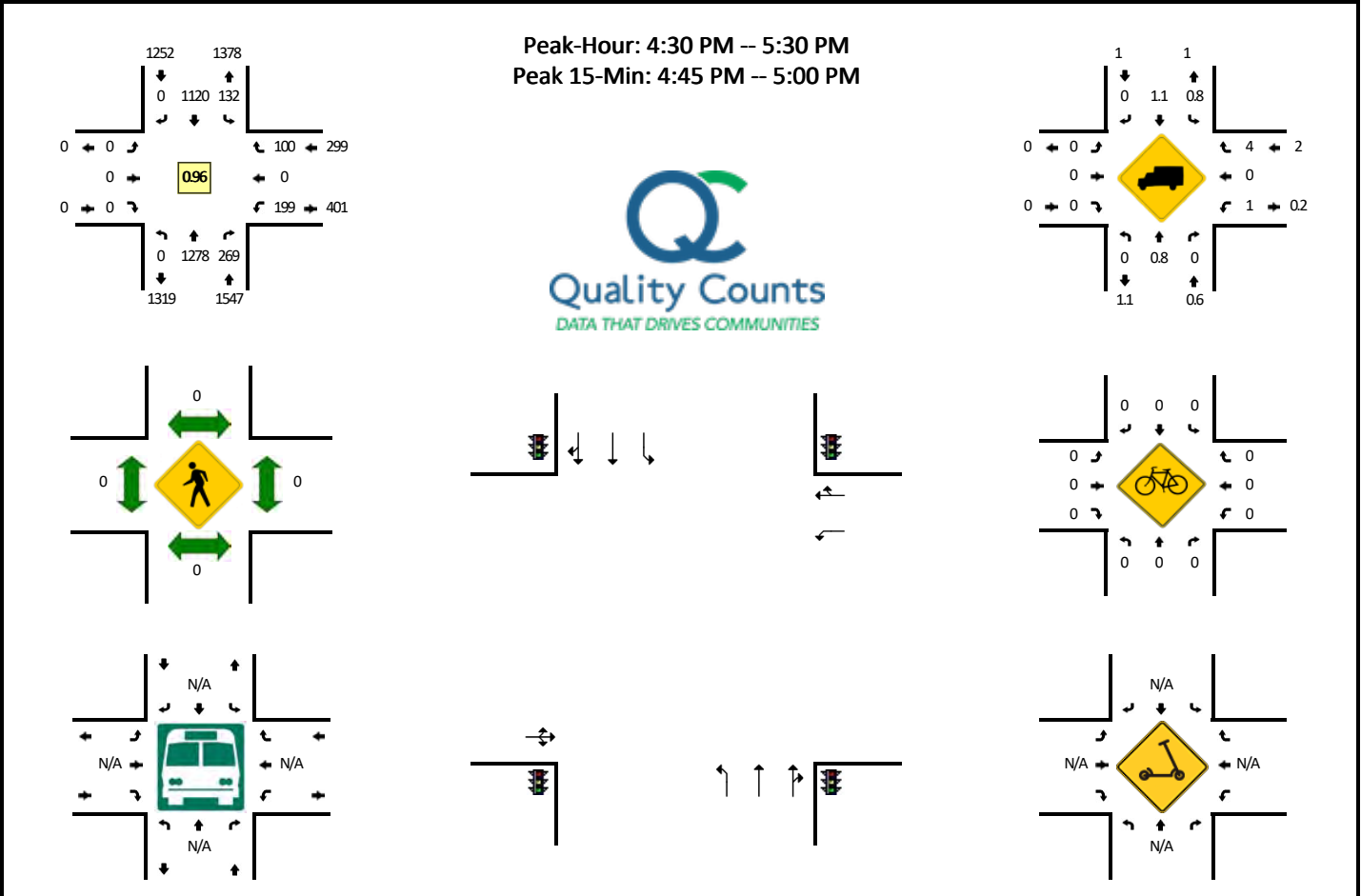
15-Min Count Period Beginning At	Memorial Blvd (Northbound)				Memorial Blvd (Southbound)				Osborne Ln (Eastbound)				Osborne Ln (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	0	160	17	0	25	228	0	0	0	0	0	0	77	0	46	0	553	
7:15 AM	0	210	17	0	32	309	0	0	0	0	0	0	75	0	40	0	683	
7:30 AM	0	177	21	0	22	336	0	0	0	0	0	0	92	0	27	0	675	
7:45 AM	0	229	39	0	19	275	0	0	0	0	0	0	76	0	29	0	667	
8:00 AM	0	169	29	0	20	251	0	0	0	0	0	0	47	0	22	0	538	
8:15 AM	0	163	22	0	10	200	0	0	0	0	0	0	44	0	23	0	462	
8:30 AM	0	163	29	0	14	196	0	0	0	0	0	0	47	0	11	0	460	
8:45 AM	0	174	22	0	12	210	0	0	0	0	0	0	53	0	15	0	486	

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	0	840	68	0	128	1236	0	0	0	0	0	0	300	0	160	0	2732	
Heavy Trucks	0	20	0		8	36	0		0	0	0		4	0	4		72	
Buses																		
Pedestrians		0				0				0				0				0
Bicycles	0	4	0		0	0	0		0	0	0		0	0	0		4	
Scoters																		

Comments:

LOCATION: Memorial Blvd -- Osborne Ln
CITY/STATE: Murfreesboro, TN

QC JOB #: 15993902
DATE: Thu, Nov 3 2022

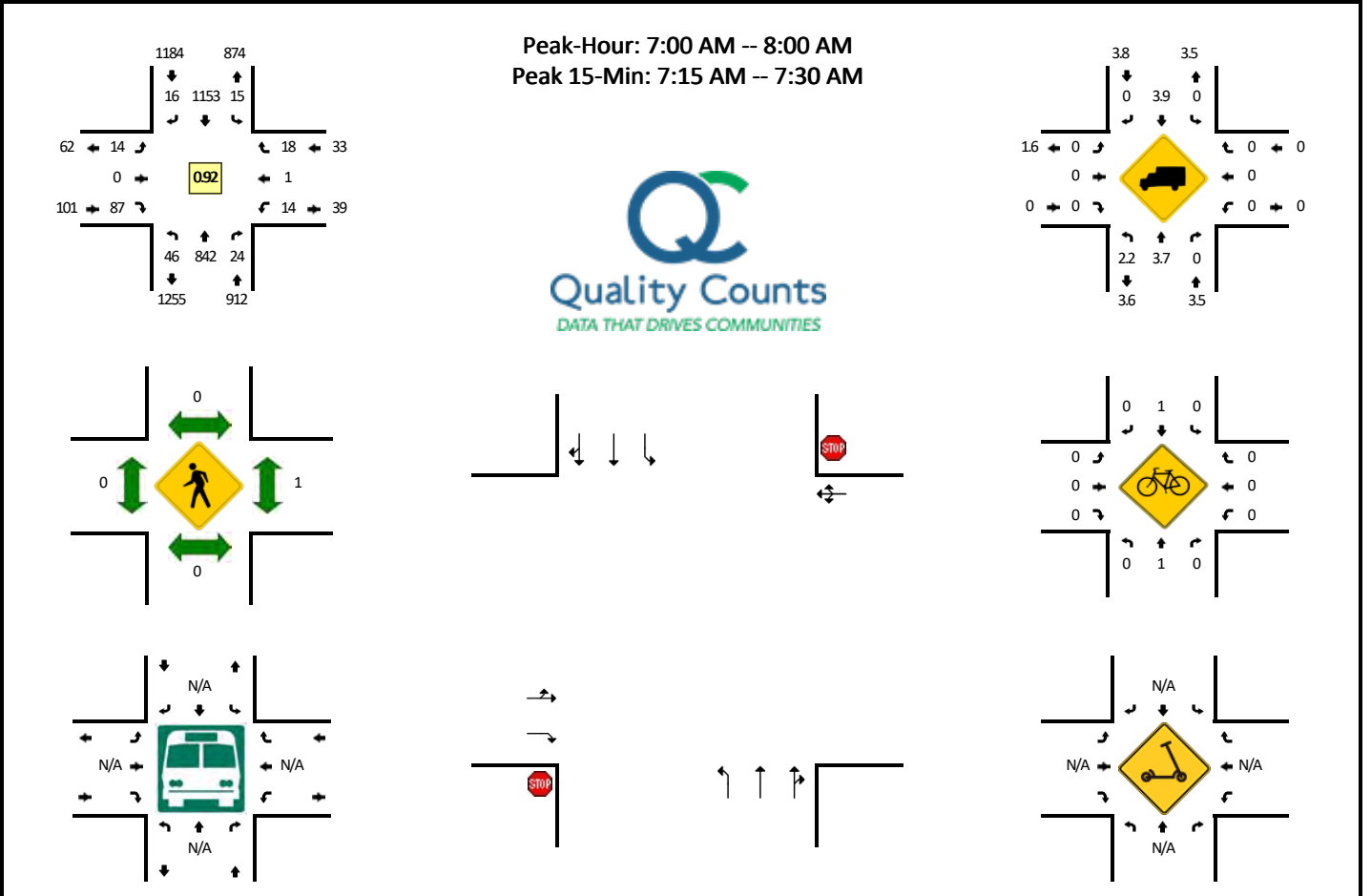


15-Min Count Period Beginning At	Memorial Blvd (Northbound)				Memorial Blvd (Southbound)				Osborne Ln (Eastbound)				Osborne Ln (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	265	54	0	20	248	0	0	0	0	1	0	50	1	25	0	664	
4:15 PM	0	297	68	0	21	283	0	0	0	0	0	0	40	0	23	0	732	
4:30 PM	0	294	64	0	32	261	0	0	0	0	0	0	47	0	27	0	725	
4:45 PM	0	324	62	0	33	305	0	0	0	0	0	0	57	0	22	0	803	2924
5:00 PM	0	333	69	0	37	291	0	0	0	0	0	0	47	0	24	0	801	3061
5:15 PM	0	327	74	0	30	263	0	0	0	0	0	0	48	0	27	0	769	3098
5:30 PM	0	298	67	0	29	263	0	0	0	0	0	0	34	0	25	0	716	3089
5:45 PM	0	284	59	0	30	303	0	0	0	0	0	0	48	0	31	0	755	3041
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	0	1296	248	0	132	1220	0	0	0	0	0	0	228	0	88	0	3212	
Heavy Trucks	0	4	0		0	20	0		0	0	0		8	0	0		32	
Buses																		
Pedestrians		0				0				0				0				0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0			0
Scooters																		

Comments:

LOCATION: Memorial Blvd -- Jackson Alan Dr/Regal Dr
CITY/STATE: Murfreesboro, TN

QC JOB #: 15993903
DATE: Thu, Nov 3 2022

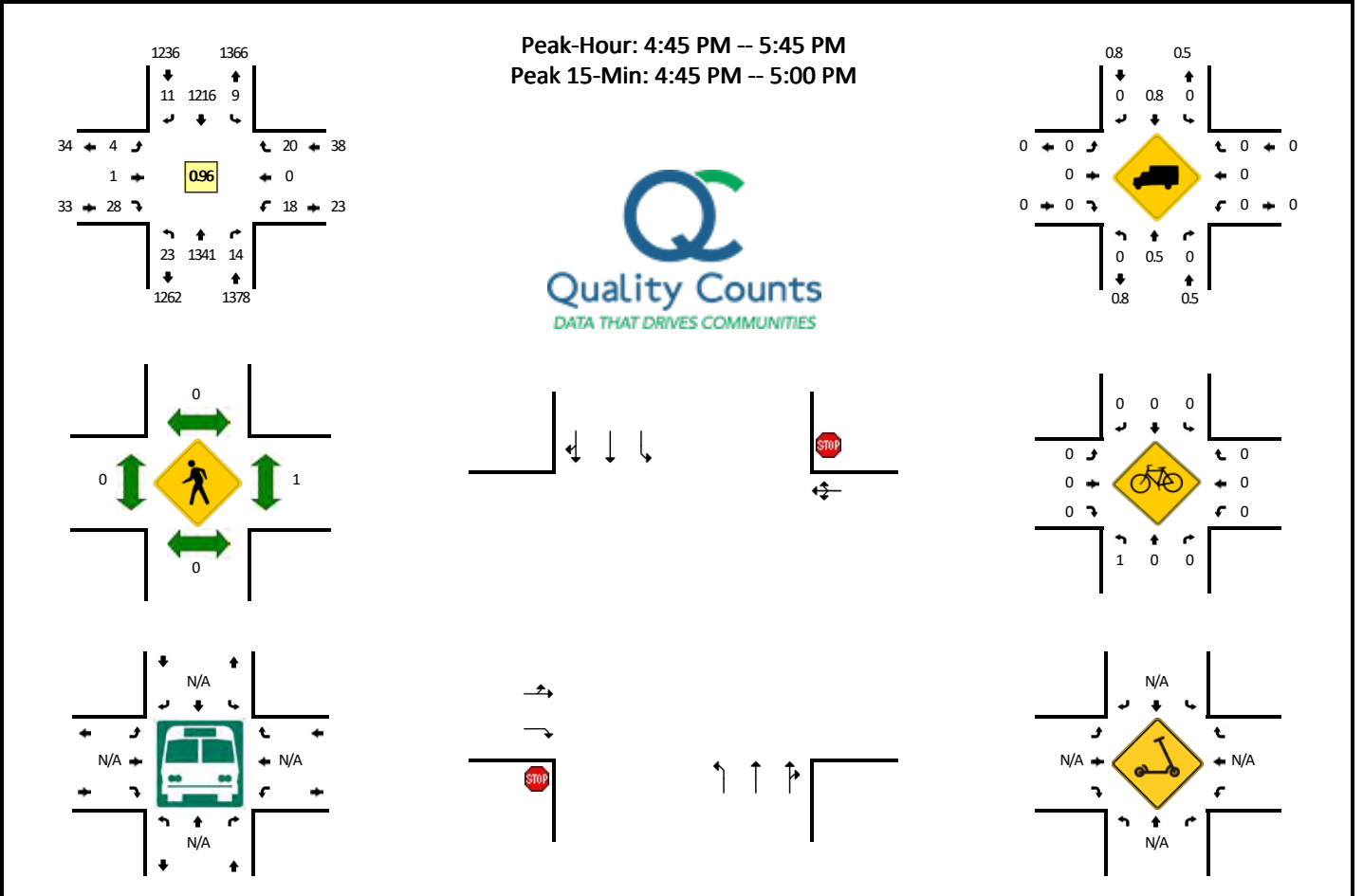


15-Min Count Period Beginning At	Memorial Blvd (Northbound)				Memorial Blvd (Southbound)				Jackson Alan Dr/Regal Dr (Eastbound)				Jackson Alan Dr/Regal Dr (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	12	191	3	0	2	261	1	0	5	0	11	0	1	0	5	0	492	
7:15 AM	14	228	5	0	4	305	6	0	4	0	27	0	7	0	5	0	605	
7:30 AM	8	187	4	0	3	324	8	0	3	0	28	0	4	1	2	0	572	
7:45 AM	11	236	12	1	6	263	1	0	2	0	21	0	2	0	6	0	561	2230
8:00 AM	4	177	6	0	3	263	3	0	1	0	13	0	5	0	5	0	480	2218
8:15 AM	7	182	3	0	1	191	0	0	0	1	9	0	2	0	2	0	398	2011
8:30 AM	5	164	2	0	4	214	1	0	2	0	8	0	1	0	3	0	404	1843
8:45 AM	4	188	4	0	1	210	2	0	1	0	9	0	5	0	1	0	425	1707
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	56	912	20	0	16	1220	24	0	16	0	108	0	28	0	20	0	2420	
Heavy Trucks	0	32	0		0	36	0		0	0	0		0	0	0		68	
Buses																		
Pedestrians		0				0				0				4			4	
Bicycles	0	4	0		0	0	0		0	0	0		0	0	0		4	
Scoters																		

Comments:

LOCATION: Memorial Blvd -- Jackson Alan Dr/Regal Dr
CITY/STATE: Murfreesboro, TN

QC JOB #: 15993904
DATE: Thu, Nov 3 2022



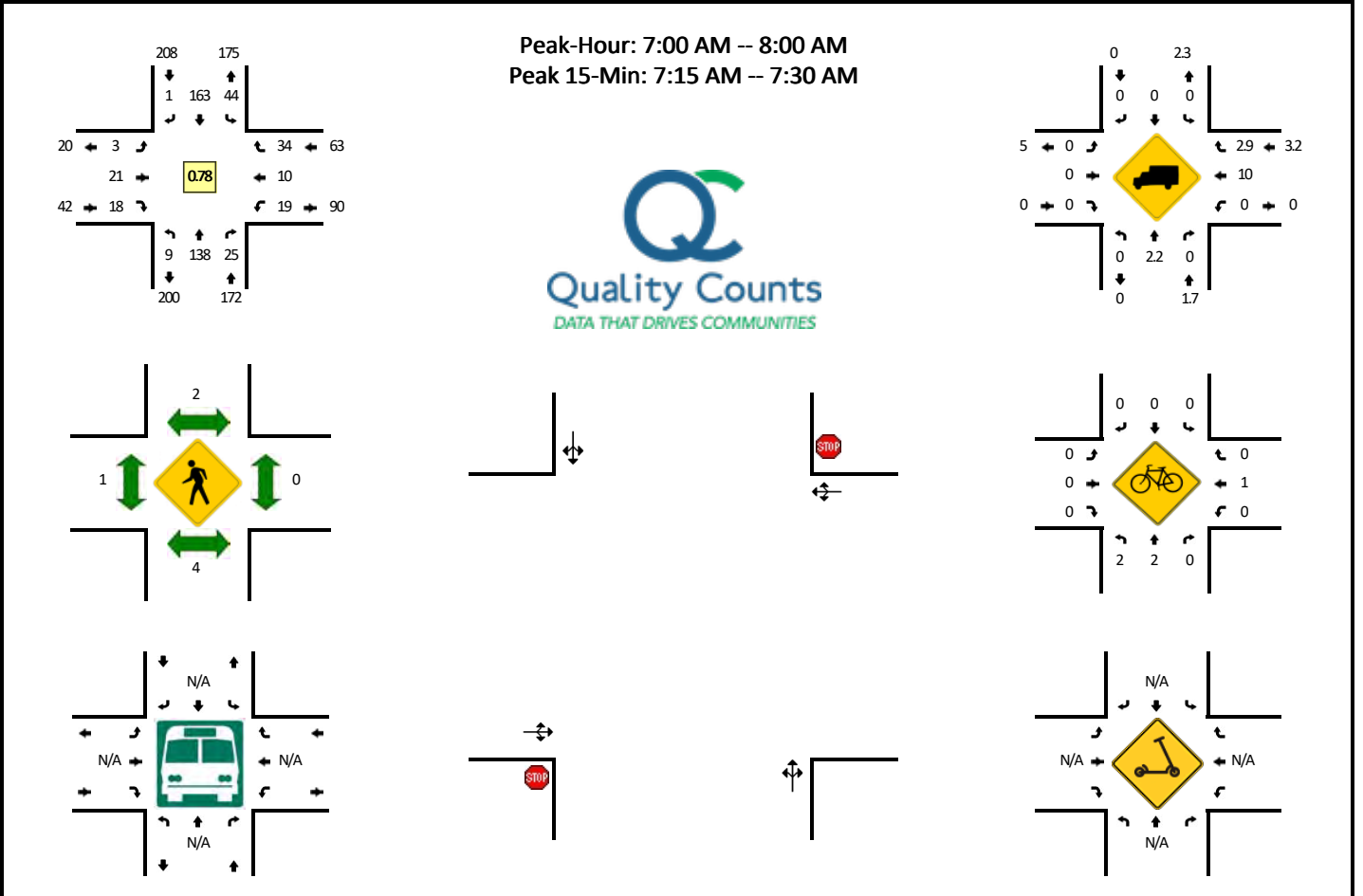
15-Min Count Period Beginning At	Memorial Blvd (Northbound)				Memorial Blvd (Southbound)				Jackson Alan Dr/Regal Dr (Eastbound)				Jackson Alan Dr/Regal Dr (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	7	284	4	0	3	269	8	0	4	1	13	0	3	1	5	0	602	
4:15 PM	8	305	7	0	3	292	6	0	2	0	9	0	5	0	3	0	640	
4:30 PM	9	314	4	0	1	281	4	0	1	0	10	0	2	0	8	0	634	
4:45 PM	8	330	5	0	2	331	4	0	3	1	8	0	6	0	4	0	702	2578
5:00 PM	7	350	2	0	2	305	2	0	1	0	10	0	5	0	5	0	689	2665
5:15 PM	7	349	2	0	2	276	2	1	0	0	6	0	5	0	6	0	656	2681
5:30 PM	1	312	5	0	2	304	3	0	0	0	4	0	2	0	5	0	638	2685
5:45 PM	6	294	8	1	1	317	5	0	1	0	7	0	5	0	6	0	651	2634

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	32	1320	20	0	8	1324	16	0	12	4	32	0	24	0	16	0	2808
Heavy Trucks	0	0	0		0	20	0		0	0	0		0	0	0		20
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scoters																	

Comments:

LOCATION: Regency Park Dr -- Regal Dr
CITY/STATE: Murfreesboro, TN

QC JOB #: 15993905
DATE: Thu, Nov 3 2022



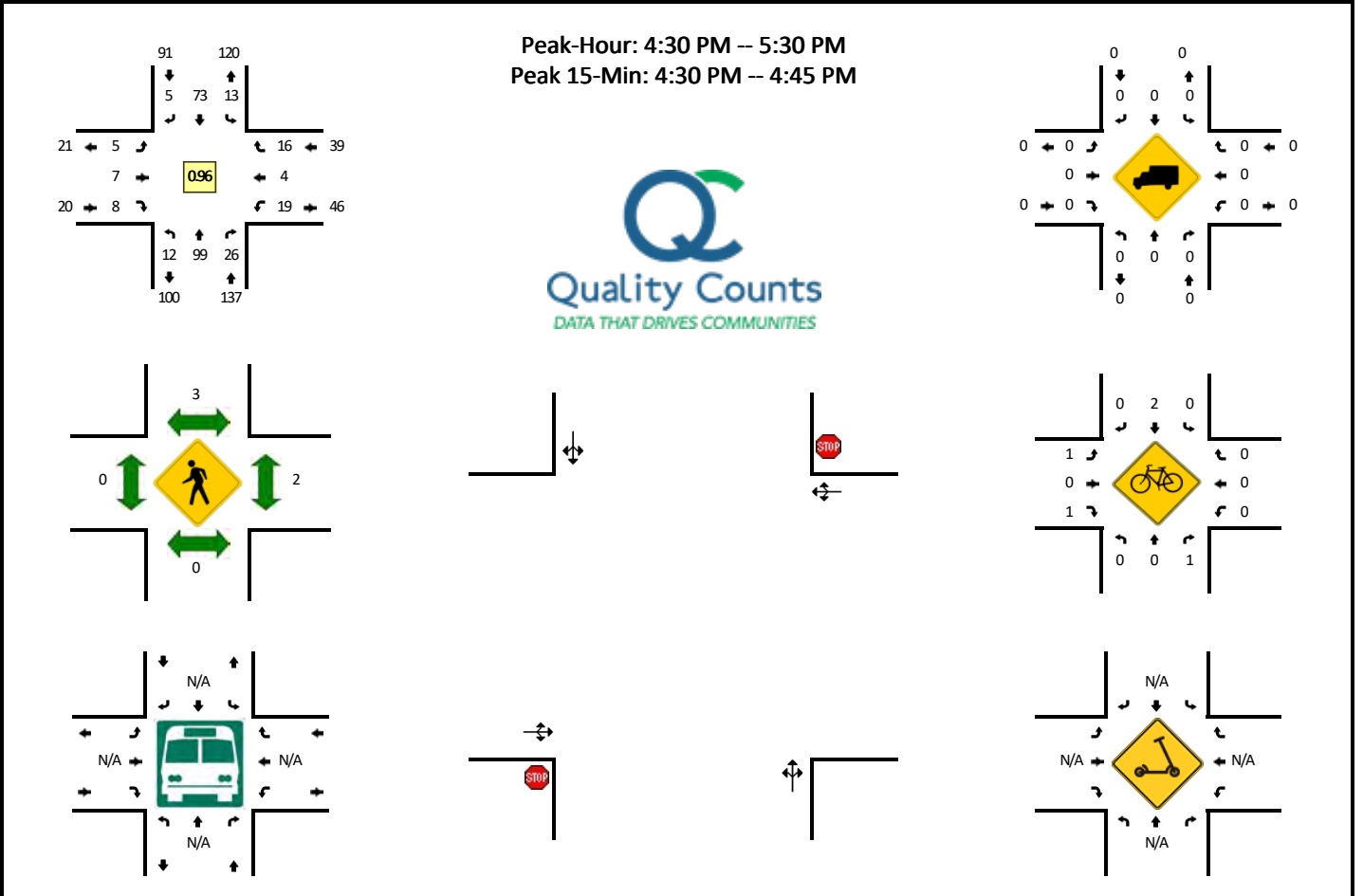
15-Min Count Period Beginning At	Regency Park Dr (Northbound)				Regency Park Dr (Southbound)				Regal Dr (Eastbound)				Regal Dr (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	1	25	7	0	5	14	0	0	2	1	3	0	1	1	8	0	68	
7:15 AM	2	53	7	0	16	47	0	0	0	5	5	0	4	0	17	0	156	
7:30 AM	4	39	8	0	15	47	0	0	0	5	5	0	8	6	3	0	140	
7:45 AM	2	21	3	0	8	55	1	0	1	10	5	0	6	3	6	0	121	485
8:00 AM	0	21	7	0	4	21	0	0	0	0	1	0	4	0	1	0	59	476
8:15 AM	0	11	1	0	2	16	0	0	0	4	1	0	7	1	4	0	47	367
8:30 AM	1	10	3	0	4	6	0	0	0	1	1	0	1	0	4	0	31	258
8:45 AM	1	9	3	0	2	6	0	0	0	3	1	0	3	0	2	0	30	167

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	8	212	28	0	64	188	0	0	0	20	20	0	16	0	68	0	624
Heavy Trucks	0	12	0		0	0	0		0	0	0		0	0	0		12
Buses																	
Pedestrians		8				0				0				0			8
Bicycles	4	0	0		0	0	0		0	0	0		0	4	0		8
Scoters																	

Comments:

LOCATION: Regency Park Dr -- Regal Dr
CITY/STATE: Murfreesboro, TN

QC JOB #: 15993906
DATE: Thu, Nov 3 2022



15-Min Count Period Beginning At	Regency Park Dr (Northbound)				Regency Park Dr (Southbound)				Regal Dr (Eastbound)				Regal Dr (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	1	22	8	0	4	18	0	0	2	3	1	0	8	6	4	0	77	
4:15 PM	1	18	6	0	2	17	1	0	1	3	4	0	5	1	2	0	61	
4:30 PM	2	27	5	0	5	19	0	0	0	4	3	0	7	0	3	0	75	
4:45 PM	5	24	8	0	2	13	2	0	3	2	0	0	5	1	5	0	70	283
5:00 PM	1	27	8	0	3	21	1	0	2	0	2	0	3	2	4	0	74	280
5:15 PM	4	21	5	0	3	20	2	0	0	1	3	0	4	1	4	0	68	287
5:30 PM	1	27	4	1	1	18	0	0	0	2	3	0	7	1	7	0	72	284
5:45 PM	2	23	5	0	3	13	0	0	1	1	2	0	6	1	4	0	61	275
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	8	108	20	0	20	76	0	0	0	16	12	0	28	0	12	0	300	
Heavy Trucks	0	0	0		0	0	0		0	0	0		0	0	0		0	
Buses																		
Pedestrians		0				4				0				8			12	
Bicycles	0	0	0		0	4	0		4	0	0		0	0	0		8	
Scoters																		

Comments:

TDOT TRAFFIC DATA

TDOT Traffic Count Historical Data
Rutherford County Station #252 (Regency Park Drive, Murfreesboro)

Average Annual Growth, 2011-2021: 1.7% Per Year

	ADT	Average Per Year
2021	2,157	
		41.2%
2020	1,528	
		-28.6%
2019	2,140	
		2.1%
2018	2,095	
		-4.0%
2017	2,182	
		2.6%
2016	2,127	
		1.3%
2015	2,100	
		7.3%
2014	1,957	
		-8.2%
2013	2,132	
		17.8%
2012	1,810	
		-1.7%
2011	1,842	



APPENDIX B
TRAFFIC ANALYSES

EXISTING TRAFFIC CONDITIONS (2022)

AM PEAK

Lanes, Volumes, Timings
 1: Memorial Boulevard & Access Roadway/Osborne Lane

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	1	1	1	320	1	142	1	776	94	98	1148	1
Future Volume (vph)	1	1	1	320	1	142	1	776	94	98	1148	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	225		225	100		0	150		0	150		0
Storage Lanes	0		0	1		0	1		0	1		0
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Frt		0.955			0.851			0.984				
Flt Protected		0.984		0.950			0.950			0.950		
Satd. Flow (prot)	0	1733	0	1752	1570	0	1752	3306	0	1752	3343	0
Flt Permitted		0.955		0.756			0.208			0.216		
Satd. Flow (perm)	0	1682	0	1395	1570	0	384	3306	0	398	3343	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		1			151			12				
Link Speed (mph)		30			40			45				45
Link Distance (ft)		495			1000			1000				975
Travel Time (s)		11.3			17.0			15.2				14.8
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	3%	3%	3%	3%	3%	3%	3%	8%	3%	3%	8%	3%
Adj. Flow (vph)	1	1	1	340	1	151	1	826	100	104	1221	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	3	0	340	152	0	1	926	0	104	1222	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane								Yes			Yes	
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	1		1	1		1	1		1	1	
Detector Template	Left	Thru		Left	Thru		Left	Thru		Left	Thru	
Leading Detector (ft)	50	50		20	50		50	50		50	50	
Trailing Detector (ft)	0	0		0	0		0	0		0	0	
Detector 1 Position(ft)	0	0		0	0		0	0		0	0	
Detector 1 Size(ft)	50	50		20	50		50	50		50	50	
Detector 1 Type	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Detector 1 Queue (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Detector 1 Delay (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Turn Type	Perm	NA		Perm	NA		Perm	NA		pm+pt	NA	
Protected Phases		4			8			2		1	6	
Permitted Phases	4			8			2			6		
Detector Phase	4	4		8	8		2	2		1	6	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	15.0	15.0		15.0	15.0		15.0	15.0		15.0	15.0	
Total Split (s)	50.0	50.0		50.0	50.0		70.0	70.0		20.0	90.0	
Total Split (%)	35.7%	35.7%		35.7%	35.7%		50.0%	50.0%		14.3%	64.3%	
Maximum Green (s)	44.0	44.0		44.0	44.0		64.0	64.0		14.0	84.0	
Yellow Time (s)	4.5	4.5		4.5	4.5		4.5	4.5		4.5	4.5	
All-Red Time (s)	1.5	1.5		1.5	1.5		1.5	1.5		1.5	1.5	

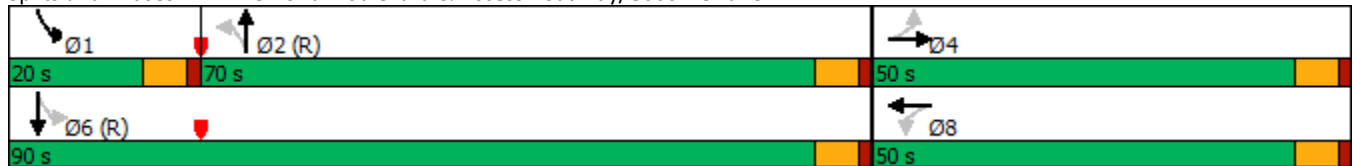
Lanes, Volumes, Timings
 1: Memorial Boulevard & Access Roadway/Osborne Lane

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lost Time Adjust (s)		0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)		6.0		6.0	6.0		6.0	6.0		6.0	6.0	
Lead/Lag							Lag	Lag		Lead		
Lead-Lag Optimize?							Yes	Yes		Yes		
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Recall Mode	None	None		None	None		C-Max	C-Max		None	C-Max	
Act Effct Green (s)		38.3		38.3	38.3		74.9	74.9		89.7	89.7	
Actuated g/C Ratio		0.27		0.27	0.27		0.54	0.54		0.64	0.64	
v/c Ratio		0.01		0.89	0.28		0.00	0.52		0.31	0.57	
Control Delay		29.3		74.1	6.6		19.0	23.2		13.1	16.4	
Queue Delay		0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay		29.3		74.1	6.6		19.0	23.2		13.1	16.4	
LOS		C		E	A		B	C		B	B	
Approach Delay		29.3			53.3			23.2			16.1	
Approach LOS		C			D			C			B	






















Intersection Summary

Area Type: Other
 Cycle Length: 140
 Actuated Cycle Length: 140
 Offset: 0 (0%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green
 Natural Cycle: 65
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.89
 Intersection Signal Delay: 25.2
 Intersection Capacity Utilization 75.3%
 Analysis Period (min) 15
 Intersection LOS: C
 ICU Level of Service D

Splits and Phases: 1: Memorial Boulevard & Access Roadway/Osborne Lane



HCM 6th Signalized Intersection Summary
 1: Memorial Boulevard & Access Roadway/Osborne Lane

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	1	1	1	320	1	142	1	776	94	98	1148	1
Future Volume (veh/h)	1	1	1	320	1	142	1	776	94	98	1148	1
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1856	1856	1856	1856	1781	1856	1856	1781	1856
Adj Flow Rate, veh/h	1	1	1	340	1	151	1	826	100	104	1221	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	3	3	3	3	3	3	3	8	3	3	8	3
Cap, veh/h	139	138	122	413	3	447	245	1660	201	347	2182	2
Arrive On Green	0.29	0.29	0.29	0.29	0.29	0.29	0.55	0.55	0.55	0.04	0.63	0.63
Sat Flow, veh/h	368	485	426	1404	10	1564	453	3040	368	1767	3470	3
Grp Volume(v), veh/h	3	0	0	340	0	152	1	460	466	104	595	627
Grp Sat Flow(s),veh/h/ln	1279	0	0	1404	0	1574	453	1692	1715	1767	1692	1781
Q Serve(g_s), s	0.0	0.0	0.0	26.5	0.0	10.7	0.2	23.7	23.7	3.5	28.2	28.2
Cycle Q Clear(g_c), s	10.7	0.0	0.0	37.2	0.0	10.7	16.8	23.7	23.7	3.5	28.2	28.2
Prop In Lane	0.33		0.33	1.00		0.99	1.00		0.21	1.00		0.00
Lane Grp Cap(c), veh/h	400	0	0	413	0	450	245	924	936	347	1064	1120
V/C Ratio(X)	0.01	0.00	0.00	0.82	0.00	0.34	0.00	0.50	0.50	0.30	0.56	0.56
Avail Cap(c_a), veh/h	443	0	0	453	0	495	245	924	936	454	1064	1120
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	35.9	0.0	0.0	50.6	0.0	39.5	23.0	19.8	19.8	14.8	14.9	14.9
Incr Delay (d2), s/veh	0.0	0.0	0.0	10.9	0.0	0.4	0.0	1.9	1.9	0.5	2.1	2.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	0.0	12.7	0.0	4.2	0.0	9.4	9.5	1.4	10.6	11.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	36.0	0.0	0.0	61.5	0.0	40.0	23.1	21.7	21.7	15.2	17.0	16.9
LnGrp LOS	D	A	A	E	A	D	C	C	C	B	B	B
Approach Vol, veh/h		3			492			927			1326	
Approach Delay, s/veh		36.0			54.8			21.7			16.8	
Approach LOS		D			D			C			B	
Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	11.6	82.4		46.0		94.0		46.0				
Change Period (Y+Rc), s	6.0	6.0		6.0		6.0		6.0				
Max Green Setting (Gmax), s	14.0	64.0		44.0		84.0		44.0				
Max Q Clear Time (g_c+I1), s	5.5	25.7		12.7		30.2		39.2				
Green Ext Time (p_c), s	0.2	4.0		0.0		6.0		0.8				
Intersection Summary												
HCM 6th Ctrl Delay				25.3								
HCM 6th LOS				C								

Intersection												
Int Delay, s/veh	1.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔	↔		↔	↔		↔	↔		↔	↔	
Traffic Vol, veh/h	14	1	87	14	1	18	45	842	24	15	1153	16
Future Vol, veh/h	14	1	87	14	1	18	45	842	24	15	1153	16
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	125	-	-	125	-	-	100	-	-	100	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	3	3	3	3	8	3	3	8	3
Mvmt Flow	15	1	95	15	1	20	49	915	26	16	1253	17

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1850	2333	635	1685	2328	471	1270	0	0	941	0	0
Stage 1	1294	1294	-	1026	1026	-	-	-	-	-	-	-
Stage 2	556	1039	-	659	1302	-	-	-	-	-	-	-
Critical Hdwy	7.56	6.56	6.96	7.56	6.56	6.96	4.16	-	-	4.16	-	-
Critical Hdwy Stg 1	6.56	5.56	-	6.56	5.56	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.56	5.56	-	6.56	5.56	-	-	-	-	-	-	-
Follow-up Hdwy	3.53	4.03	3.33	3.53	4.03	3.33	2.23	-	-	2.23	-	-
Pot Cap-1 Maneuver	*76	38	419	114	39	*748	537	-	-	1092	-	-
Stage 1	*170	229	-	577	533	-	-	-	-	-	-	-
Stage 2	*705	522	-	417	227	-	-	-	-	-	-	-
Platoon blocked, %	1	1		1	1	1		-	-	1	-	-
Mov Cap-1 Maneuver	*68	34	419	81	35	*748	537	-	-	1092	-	-
Mov Cap-2 Maneuver	*130	152	-	194	129	-	-	-	-	-	-	-
Stage 1	*155	226	-	525	484	-	-	-	-	-	-	-
Stage 2	*623	475	-	317	224	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	19.1	17.1	0.6	0.1
HCM LOS	C	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	537	-	-	130	411	194	597	1092	-	-
HCM Lane V/C Ratio	0.091	-	-	0.117	0.233	0.078	0.035	0.015	-	-
HCM Control Delay (s)	12.4	-	-	36.3	16.4	25.1	11.2	8.3	-	-
HCM Lane LOS	B	-	-	E	C	D	B	A	-	-
HCM 95th %tile Q(veh)	0.3	-	-	0.4	0.9	0.3	0.1	0	-	-

Notes
 ~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection												
Int Delay, s/veh	3.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	3	21	18	19	10	34	9	138	25	44	163	1
Future Vol, veh/h	3	21	18	19	10	34	9	138	25	44	163	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	78	78	78	78	78	78	78	78	78	78	78	78
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	4	27	23	24	13	44	12	177	32	56	209	1

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	568	555	210	564	539	193	210	0	0	209	0	0
Stage 1	322	322	-	217	217	-	-	-	-	-	-	-
Stage 2	246	233	-	347	322	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.13	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.527	4.027	3.327	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	432	439	828	435	448	846	1355	-	-	1356	-	-
Stage 1	688	649	-	783	721	-	-	-	-	-	-	-
Stage 2	756	710	-	667	649	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	383	414	828	385	422	846	1355	-	-	1356	-	-
Mov Cap-2 Maneuver	383	414	-	385	422	-	-	-	-	-	-	-
Stage 1	681	618	-	775	714	-	-	-	-	-	-	-
Stage 2	697	703	-	591	618	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	12.7		12.6		0.4		1.6	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1355	-	-	523	556	1356	-	-
HCM Lane V/C Ratio	0.009	-	-	0.103	0.145	0.042	-	-
HCM Control Delay (s)	7.7	0	-	12.7	12.6	7.8	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.3	0.5	0.1	-	-

Intersection												
Int Delay, s/veh	0.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	7	1	3	1	1	1	1	164	1	1	199	1
Future Vol, veh/h	7	1	3	1	1	1	1	164	1	1	199	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	80	80	80	80	80	80	80	80	80	80	80	80
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	9	1	4	1	1	1	1	205	1	1	249	1

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	461	460	250	462	460	206	250	0	0	206	0	0
Stage 1	252	252	-	208	208	-	-	-	-	-	-	-
Stage 2	209	208	-	254	252	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.13	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.527	4.027	3.327	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	509	496	786	508	496	832	1310	-	-	1359	-	-
Stage 1	750	697	-	792	728	-	-	-	-	-	-	-
Stage 2	791	728	-	748	697	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	506	495	786	504	495	832	1310	-	-	1359	-	-
Mov Cap-2 Maneuver	506	495	-	504	495	-	-	-	-	-	-	-
Stage 1	749	696	-	791	727	-	-	-	-	-	-	-
Stage 2	788	727	-	742	696	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	11.6		11.3		0		0	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1310	-	-	559	576	1359	-	-
HCM Lane V/C Ratio	0.001	-	-	0.025	0.007	0.001	-	-
HCM Control Delay (s)	7.8	0	-	11.6	11.3	7.7	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-	-

Intersection												
Int Delay, s/veh	2.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	55	1	20	1	1	1	9	107	1	1	147	61
Future Vol, veh/h	55	1	20	1	1	1	9	107	1	1	147	61
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	79	79	79	79	79	79	79	79	79	79	79	79
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	70	1	25	1	1	1	11	135	1	1	186	77

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	386	385	225	398	423	136	263	0	0	136	0	0
Stage 1	227	227	-	158	158	-	-	-	-	-	-	-
Stage 2	159	158	-	240	265	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.13	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.527	4.027	3.327	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	571	547	812	560	521	910	1295	-	-	1442	-	-
Stage 1	773	714	-	842	765	-	-	-	-	-	-	-
Stage 2	841	765	-	761	688	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	565	542	812	538	516	910	1295	-	-	1442	-	-
Mov Cap-2 Maneuver	565	542	-	538	516	-	-	-	-	-	-	-
Stage 1	766	713	-	834	758	-	-	-	-	-	-	-
Stage 2	831	758	-	735	687	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	11.9		10.9		0.6		0	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1295	-	-	614	613	1442	-
HCM Lane V/C Ratio	0.009	-	-	0.157	0.006	0.001	-
HCM Control Delay (s)	7.8	0	-	11.9	10.9	7.5	0
HCM Lane LOS	A	A	-	B	B	A	A
HCM 95th %tile Q(veh)	0	-	-	0.6	0	0	-

Intersection						
Int Delay, s/veh	3.8					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	4	1	1	5	1	1
Future Vol, veh/h	4	1	1	5	1	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	80	80	80	80	80	80
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	5	1	1	6	1	1

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	7	4	0	0	7
Stage 1	4	-	-	-	-
Stage 2	3	-	-	-	-
Critical Hdwy	6.43	6.23	-	-	4.13
Critical Hdwy Stg 1	5.43	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-
Follow-up Hdwy	3.527	3.327	-	-	2.227
Pot Cap-1 Maneuver	1011	1077	-	-	1607
Stage 1	1017	-	-	-	-
Stage 2	1018	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	1010	1077	-	-	1607
Mov Cap-2 Maneuver	1010	-	-	-	-
Stage 1	1017	-	-	-	-
Stage 2	1017	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.5	0	3.6
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	1023	1607
HCM Lane V/C Ratio	-	-	0.006	0.001
HCM Control Delay (s)	-	-	8.5	7.2
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0	0

Intersection						
Int Delay, s/veh	4.6					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	1	2	1	1	1	1
Future Vol, veh/h	1	2	1	1	1	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	80	80	80	80	80	80
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	1	3	1	1	1	1

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	5	2	2	0	-	0
Stage 1	2	-	-	-	-	-
Stage 2	3	-	-	-	-	-
Critical Hdwy	6.43	6.23	4.13	-	-	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	2.227	-	-	-
Pot Cap-1 Maneuver	1014	1079	1614	-	-	-
Stage 1	1019	-	-	-	-	-
Stage 2	1018	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	1013	1079	1614	-	-	-
Mov Cap-2 Maneuver	1013	-	-	-	-	-
Stage 1	1018	-	-	-	-	-
Stage 2	1018	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.4	3.6	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1614	-	1056	-	-
HCM Lane V/C Ratio	0.001	-	0.004	-	-
HCM Control Delay (s)	7.2	0	8.4	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

EXISTING TRAFFIC CONDITIONS (2022)

PM PEAK

Lanes, Volumes, Timings
 1: Memorial Boulevard & Access Roadway/Osborne Lane

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	1	1	1	199	1	100	1	1278	269	132	1120	1
Future Volume (vph)	1	1	1	199	1	100	1	1278	269	132	1120	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	225		225	100		0	150		0	150		0
Storage Lanes	0		0	1		0	1		0	1		0
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Frt		0.955			0.851			0.974				
Flt Protected		0.984		0.950			0.950			0.950		
Satd. Flow (prot)	0	1733	0	1752	1570	0	1752	3282	0	1752	3343	0
Flt Permitted		0.949		0.756			0.242			0.078		
Satd. Flow (perm)	0	1672	0	1395	1570	0	446	3282	0	144	3343	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		1			104			27				
Link Speed (mph)		30			40			45				45
Link Distance (ft)		495			1000			1000				975
Travel Time (s)		11.3			17.0			15.2				14.8
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Heavy Vehicles (%)	3%	3%	3%	3%	3%	3%	3%	8%	3%	3%	8%	3%
Adj. Flow (vph)	1	1	1	207	1	104	1	1331	280	138	1167	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	3	0	207	105	0	1	1611	0	138	1168	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12				12
Link Offset(ft)		0			0			0				0
Crosswalk Width(ft)		16			16			16				16
Two way Left Turn Lane								Yes				Yes
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	1		1	1		1	1		1	1	
Detector Template	Left	Thru		Left	Thru		Left	Thru		Left	Thru	
Leading Detector (ft)	50	50		20	50		50	50		50	50	
Trailing Detector (ft)	0	0		0	0		0	0		0	0	
Detector 1 Position(ft)	0	0		0	0		0	0		0	0	
Detector 1 Size(ft)	50	50		20	50		50	50		50	50	
Detector 1 Type	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Detector 1 Queue (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Detector 1 Delay (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Turn Type	Perm	NA		Perm	NA		Perm	NA		pm+pt	NA	
Protected Phases		4			8			2		1	6	
Permitted Phases	4			8			2			6		
Detector Phase	4	4		8	8		2	2		1	6	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	15.0	15.0		15.0	15.0		15.0	15.0		15.0	15.0	
Total Split (s)	40.0	40.0		40.0	40.0		90.0	90.0		20.0	110.0	
Total Split (%)	26.7%	26.7%		26.7%	26.7%		60.0%	60.0%		13.3%	73.3%	
Maximum Green (s)	34.0	34.0		34.0	34.0		84.0	84.0		14.0	104.0	
Yellow Time (s)	4.5	4.5		4.5	4.5		4.5	4.5		4.5	4.5	
All-Red Time (s)	1.5	1.5		1.5	1.5		1.5	1.5		1.5	1.5	

2022 Existing Traffic Conditions
 PM Peak Hour

Northridge Park Residential Development
 Murfreesboro, TN

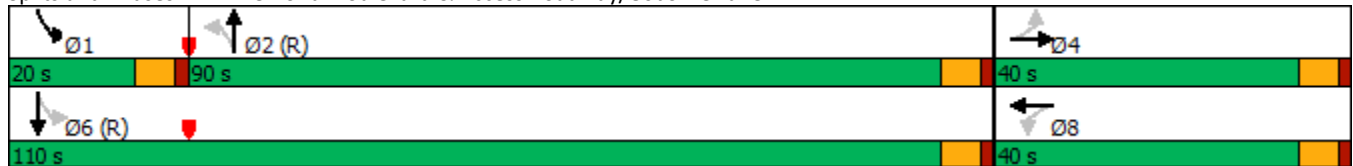
Lanes, Volumes, Timings
 1: Memorial Boulevard & Access Roadway/Osborne Lane

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lost Time Adjust (s)		0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)		6.0		6.0	6.0		6.0	6.0		6.0	6.0	
Lead/Lag							Lag	Lag		Lead		
Lead-Lag Optimize?							Yes	Yes		Yes		
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Recall Mode	None	None		None	None		C-Max	C-Max		None	C-Max	
Act Effct Green (s)		26.9		26.9	26.9		94.2	94.2		111.1	111.1	
Actuated g/C Ratio		0.18		0.18	0.18		0.63	0.63		0.74	0.74	
v/c Ratio		0.01		0.83	0.29		0.00	0.78		0.62	0.47	
Control Delay		40.7		84.9	10.3		14.0	25.0		26.4	9.1	
Queue Delay		0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay		40.7		84.9	10.3		14.0	25.0		26.4	9.1	
LOS		D		F	B		B	C		C	A	
Approach Delay		40.7			59.8			25.0			10.9	
Approach LOS		D			E			C			B	

Intersection Summary

Area Type: Other
 Cycle Length: 150
 Actuated Cycle Length: 150
 Offset: 0 (0%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green
 Natural Cycle: 90
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.83
 Intersection Signal Delay: 22.7
 Intersection Capacity Utilization 83.9%
 Analysis Period (min) 15
 Intersection LOS: C
 ICU Level of Service E

Splits and Phases: 1: Memorial Boulevard & Access Roadway/Osborne Lane



HCM 6th Signalized Intersection Summary
 1: Memorial Boulevard & Access Roadway/Osborne Lane

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	1	1	1	199	1	100	1	1278	269	132	1120	1
Future Volume (veh/h)	1	1	1	199	1	100	1	1278	269	132	1120	1
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1856	1856	1856	1856	1781	1856	1856	1781	1856
Adj Flow Rate, veh/h	1	1	1	207	1	104	1	1331	280	138	1167	1
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	3	3	3	3	3	3	3	8	3	3	8	3
Cap, veh/h	94	93	77	276	3	281	338	1845	382	224	2569	2
Arrive On Green	0.18	0.18	0.18	0.18	0.18	0.18	0.66	0.66	0.66	0.04	0.74	0.74
Sat Flow, veh/h	345	517	431	1404	15	1560	477	2791	578	1767	3470	3
Grp Volume(v), veh/h	3	0	0	207	0	105	1	799	812	138	569	599
Grp Sat Flow(s),veh/h/ln	1292	0	0	1404	0	1575	477	1692	1677	1767	1692	1781
Q Serve(g_s), s	0.0	0.0	0.0	15.6	0.0	8.8	0.1	45.5	47.7	3.6	19.7	19.7
Cycle Q Clear(g_c), s	8.8	0.0	0.0	24.4	0.0	8.8	8.0	45.5	47.7	3.6	19.7	19.7
Prop In Lane	0.33		0.33	1.00		0.99	1.00		0.34	1.00		0.00
Lane Grp Cap(c), veh/h	264	0	0	276	0	283	338	1119	1109	224	1253	1318
V/C Ratio(X)	0.01	0.00	0.00	0.75	0.00	0.37	0.00	0.71	0.73	0.62	0.45	0.45
Avail Cap(c_a), veh/h	336	0	0	342	0	357	338	1119	1109	320	1253	1318
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	50.6	0.0	0.0	61.4	0.0	54.1	11.5	16.3	16.7	21.5	7.6	7.6
Incr Delay (d2), s/veh	0.0	0.0	0.0	7.1	0.0	0.8	0.0	3.9	4.3	2.7	1.2	1.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	0.0	8.2	0.0	3.5	0.0	17.2	18.0	2.7	6.6	7.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	50.6	0.0	0.0	68.4	0.0	54.9	11.5	20.2	21.0	24.2	8.8	8.8
LnGrp LOS	D	A	A	E	A	D	B	C	C	C	A	A
Approach Vol, veh/h		3			312			1612			1306	
Approach Delay, s/veh		50.6			63.9			20.6			10.4	
Approach LOS		D			E			C			B	
Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	11.9	105.2		33.0		117.0		33.0				
Change Period (Y+Rc), s	6.0	6.0		6.0		6.0		6.0				
Max Green Setting (Gmax), s	14.0	84.0		34.0		104.0		34.0				
Max Q Clear Time (g_c+I1), s	5.6	49.7		10.8		21.7		26.4				
Green Ext Time (p_c), s	0.2	9.6		0.0		5.6		0.6				

Intersection Summary

HCM 6th Ctrl Delay	20.7
HCM 6th LOS	C

Intersection												
Int Delay, s/veh	0.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗		↖	↗		↖	↗		↖	↗	
Traffic Vol, veh/h	4	1	28	18	1	20	23	1341	14	8	1216	11
Future Vol, veh/h	4	1	28	18	1	20	23	1341	14	8	1216	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	125	-	-	125	-	-	100	-	-	100	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	3	3	3	3	3	3	3	8	3	3	8	3
Mvmt Flow	4	1	29	19	1	21	24	1397	15	8	1267	11

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	2036	2749	639	2103	2747	706	1278	0	0	1412	0	0
Stage 1	1289	1289	-	1453	1453	-	-	-	-	-	-	-
Stage 2	747	1460	-	650	1294	-	-	-	-	-	-	-
Critical Hdwy	7.56	6.56	6.96	7.56	6.56	6.96	4.16	-	-	4.16	-	-
Critical Hdwy Stg 1	6.56	5.56	-	6.56	5.56	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.56	5.56	-	6.56	5.56	-	-	-	-	-	-	-
Follow-up Hdwy	3.53	4.03	3.33	3.53	4.03	3.33	2.23	-	-	2.23	-	-
Pot Cap-1 Maneuver	*92	*14	416	*73	*14	*526	534	-	-	*786	-	-
Stage 1	*172	*231	-	*496	*434	-	-	-	-	-	-	-
Stage 2	*496	*434	-	*422	*229	-	-	-	-	-	-	-
Platoon blocked, %	1	1		1	1	1		-	-	1	-	-
Mov Cap-1 Maneuver	*84	*13	416	*65	*13	*526	534	-	-	*786	-	-
Mov Cap-2 Maneuver	*136	*139	-	*217	*130	-	-	-	-	-	-	-
Stage 1	*164	*229	-	*474	*415	-	-	-	-	-	-	-
Stage 2	*454	*415	-	*387	*227	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	17.1	17.8	0.2	0.1
HCM LOS	C	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	534	-	-	136	389	217	459	* 786	-	-
HCM Lane V/C Ratio	0.045	-	-	0.031	0.078	0.086	0.048	0.011	-	-
HCM Control Delay (s)	12.1	-	-	32.3	15	23.2	13.2	9.6	-	-
HCM Lane LOS	B	-	-	D	C	C	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.1	0.3	0.3	0.1	0	-	-

Notes
 ~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection												
Int Delay, s/veh	2.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Vol, veh/h	5	7	8	19	4	16	12	99	26	13	73	5
Future Vol, veh/h	5	7	8	19	4	16	12	99	26	13	73	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	5	7	8	20	4	17	13	103	27	14	76	5

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	260	263	79	257	252	117	81	0	0	130	0	0
Stage 1	107	107	-	143	143	-	-	-	-	-	-	-
Stage 2	153	156	-	114	109	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.13	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.527	4.027	3.327	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	691	640	979	694	650	932	1510	-	-	1449	-	-
Stage 1	896	805	-	857	777	-	-	-	-	-	-	-
Stage 2	847	767	-	888	803	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	665	628	979	672	638	932	1510	-	-	1449	-	-
Mov Cap-2 Maneuver	665	628	-	672	638	-	-	-	-	-	-	-
Stage 1	888	797	-	849	770	-	-	-	-	-	-	-
Stage 2	820	760	-	864	795	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	10		10		0.6		1.1	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1510	-	-	745	754	1449	-	-
HCM Lane V/C Ratio	0.008	-	-	0.028	0.054	0.009	-	-
HCM Control Delay (s)	7.4	0	-	10	10	7.5	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0.2	0	-	-

Intersection												
Int Delay, s/veh	0.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	7	1	1	1	1	1	4	130	1	1	97	3
Future Vol, veh/h	7	1	1	1	1	1	4	130	1	1	97	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	7	1	1	1	1	1	4	135	1	1	101	3

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	250	249	103	250	250	136	104	0	0	136	0	0
Stage 1	105	105	-	144	144	-	-	-	-	-	-	-
Stage 2	145	144	-	106	106	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.13	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.527	4.027	3.327	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	701	652	949	701	651	910	1481	-	-	1442	-	-
Stage 1	898	806	-	856	776	-	-	-	-	-	-	-
Stage 2	855	776	-	897	806	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	697	649	949	697	648	910	1481	-	-	1442	-	-
Mov Cap-2 Maneuver	697	649	-	697	648	-	-	-	-	-	-	-
Stage 1	895	805	-	853	774	-	-	-	-	-	-	-
Stage 2	850	774	-	894	805	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	10.1		9.9		0.2		0.1	
HCM LOS	B		A					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1481	-	-	712	736	1442	-	-
HCM Lane V/C Ratio	0.003	-	-	0.013	0.004	0.001	-	-
HCM Control Delay (s)	7.4	0	-	10.1	9.9	7.5	0	-
HCM Lane LOS	A	A	-	B	A	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0	0	0	-	-

Intersection												
Int Delay, s/veh	1.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	15	1	15	1	1	1	19	119	1	1	80	16
Future Vol, veh/h	15	1	15	1	1	1	19	119	1	1	80	16
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	16	1	16	1	1	1	20	125	1	1	84	17

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	262	261	93	269	269	126	101	0	0	126	0	0
Stage 1	95	95	-	166	166	-	-	-	-	-	-	-
Stage 2	167	166	-	103	103	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.13	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.527	4.027	3.327	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	689	642	961	682	636	922	1485	-	-	1454	-	-
Stage 1	909	814	-	834	759	-	-	-	-	-	-	-
Stage 2	833	759	-	900	808	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	679	632	961	662	626	922	1485	-	-	1454	-	-
Mov Cap-2 Maneuver	679	632	-	662	626	-	-	-	-	-	-	-
Stage 1	896	813	-	822	748	-	-	-	-	-	-	-
Stage 2	819	748	-	883	807	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	9.8		10.1		1		0.1	
HCM LOS	A		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1485	-	-	789	716	1454	-	-
HCM Lane V/C Ratio	0.013	-	-	0.041	0.004	0.001	-	-
HCM Control Delay (s)	7.5	0	-	9.8	10.1	7.5	0	-
HCM Lane LOS	A	A	-	A	B	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-	-

Intersection						
Int Delay, s/veh	3.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	2	1	1	4	1	1
Future Vol, veh/h	2	1	1	4	1	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	80	80	80	80	80	80
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	3	1	1	5	1	1

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	7	4	0	0	6
Stage 1	4	-	-	-	-
Stage 2	3	-	-	-	-
Critical Hdwy	6.43	6.23	-	-	4.13
Critical Hdwy Stg 1	5.43	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-
Follow-up Hdwy	3.527	3.327	-	-	2.227
Pot Cap-1 Maneuver	1011	1077	-	-	1608
Stage 1	1017	-	-	-	-
Stage 2	1018	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	1010	1077	-	-	1608
Mov Cap-2 Maneuver	1010	-	-	-	-
Stage 1	1017	-	-	-	-
Stage 2	1017	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.5	0	3.6
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	1031	1608
HCM Lane V/C Ratio	-	-	0.004	0.001
HCM Control Delay (s)	-	-	8.5	7.2
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0	0

Intersection						
Int Delay, s/veh	4.8					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	1	1	3	1	1	1
Future Vol, veh/h	1	1	3	1	1	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	80	80	80	80	80	80
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	1	1	4	1	1	1

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	11	2	2	0	-	0
Stage 1	2	-	-	-	-	-
Stage 2	9	-	-	-	-	-
Critical Hdwy	6.43	6.23	4.13	-	-	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	2.227	-	-	-
Pot Cap-1 Maneuver	1006	1079	1614	-	-	-
Stage 1	1019	-	-	-	-	-
Stage 2	1011	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	1004	1079	1614	-	-	-
Mov Cap-2 Maneuver	1004	-	-	-	-	-
Stage 1	1017	-	-	-	-	-
Stage 2	1011	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.5	5.4	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1614	-	1040	-	-
HCM Lane V/C Ratio	0.002	-	0.002	-	-
HCM Control Delay (s)	7.2	0	8.5	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-













BACKGROUND TRAFFIC CONDITIONS (2027)

AM PEAK

Lanes, Volumes, Timings
 1: Memorial Boulevard & Access Roadway/Osborne Lane

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	1	1	1	352	1	156	1	854	103	108	1263	1
Future Volume (vph)	1	1	1	352	1	156	1	854	103	108	1263	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	225		225	100		0	150		0	150		0
Storage Lanes	0		0	1		0	1		0	1		0
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Frt		0.955			0.851			0.984				
Flt Protected		0.984		0.950			0.950			0.950		
Satd. Flow (prot)	0	1733	0	1752	1570	0	1752	3306	0	1752	3343	0
Flt Permitted		0.955		0.756			0.167			0.177		
Satd. Flow (perm)	0	1682	0	1395	1570	0	308	3306	0	327	3343	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		1			166			12				
Link Speed (mph)		30			40			45				45
Link Distance (ft)		495			1000			1000				975
Travel Time (s)		11.3			17.0			15.2				14.8
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	3%	3%	3%	3%	3%	3%	3%	8%	3%	3%	8%	3%
Adj. Flow (vph)	1	1	1	374	1	166	1	909	110	115	1344	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	3	0	374	167	0	1	1019	0	115	1345	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane								Yes			Yes	
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	1		1	1		1	1		1	1	
Detector Template	Left	Thru		Left	Thru		Left	Thru		Left	Thru	
Leading Detector (ft)	50	50		20	50		50	50		50	50	
Trailing Detector (ft)	0	0		0	0		0	0		0	0	
Detector 1 Position(ft)	0	0		0	0		0	0		0	0	
Detector 1 Size(ft)	50	50		20	50		50	50		50	50	
Detector 1 Type	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Detector 1 Queue (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Detector 1 Delay (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Turn Type	Perm	NA		Perm	NA		Perm	NA		pm+pt	NA	
Protected Phases		4			8			2		1	6	
Permitted Phases	4			8			2			6		
Detector Phase	4	4		8	8		2	2		1	6	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	15.0	15.0		15.0	15.0		15.0	15.0		15.0	15.0	
Total Split (s)	50.0	50.0		50.0	50.0		70.0	70.0		20.0	90.0	
Total Split (%)	35.7%	35.7%		35.7%	35.7%		50.0%	50.0%		14.3%	64.3%	
Maximum Green (s)	44.0	44.0		44.0	44.0		64.0	64.0		14.0	84.0	
Yellow Time (s)	4.5	4.5		4.5	4.5		4.5	4.5		4.5	4.5	
All-Red Time (s)	1.5	1.5		1.5	1.5		1.5	1.5		1.5	1.5	

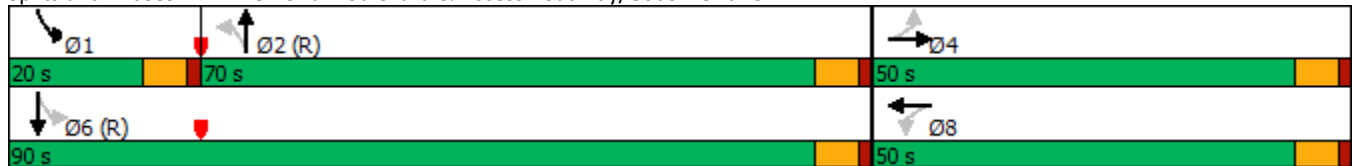
Lanes, Volumes, Timings
 1: Memorial Boulevard & Access Roadway/Osborne Lane

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lost Time Adjust (s)		0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)		6.0		6.0	6.0		6.0	6.0		6.0	6.0	
Lead/Lag							Lag	Lag		Lead		
Lead-Lag Optimize?							Yes	Yes		Yes		
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Recall Mode	None	None		None	None		C-Max	C-Max		None	C-Max	
Act Effct Green (s)		40.6		40.6	40.6		72.0	72.0		87.4	87.4	
Actuated g/C Ratio		0.29		0.29	0.29		0.51	0.51		0.62	0.62	
v/c Ratio		0.01		0.93	0.29		0.01	0.60		0.38	0.64	
Control Delay		29.0		77.3	6.3		20.0	26.3		15.2	19.0	
Queue Delay		0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay		29.0		77.3	6.3		20.0	26.3		15.2	19.0	
LOS		C		E	A		B	C		B	B	
Approach Delay		29.0			55.4			26.3			18.7	
Approach LOS		C			E			C			B	




















Intersection Summary

Area Type: Other
 Cycle Length: 140
 Actuated Cycle Length: 140
 Offset: 0 (0%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green
 Natural Cycle: 75
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.93
 Intersection Signal Delay: 27.8
 Intersection Capacity Utilization 80.3%
 Analysis Period (min) 15
 Intersection LOS: C
 ICU Level of Service D

Splits and Phases: 1: Memorial Boulevard & Access Roadway/Osborne Lane



HCM 6th Signalized Intersection Summary
 1: Memorial Boulevard & Access Roadway/Osborne Lane

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	1	1	1	352	1	156	1	854	103	108	1263	1
Future Volume (veh/h)	1	1	1	352	1	156	1	854	103	108	1263	1
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1856	1856	1856	1856	1781	1856	1856	1781	1856
Adj Flow Rate, veh/h	1	1	1	374	1	166	1	909	110	115	1344	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	3	3	3	3	3	3	3	8	3	3	8	3
Cap, veh/h	148	147	131	441	3	485	194	1571	190	301	2097	2
Arrive On Green	0.31	0.31	0.31	0.31	0.31	0.31	0.52	0.52	0.52	0.04	0.60	0.60
Sat Flow, veh/h	368	475	421	1404	9	1565	403	3040	368	1767	3471	3
Grp Volume(v), veh/h	3	0	0	374	0	167	1	506	513	115	655	690
Grp Sat Flow(s),veh/h/ln	1264	0	0	1404	0	1574	403	1692	1715	1767	1692	1781
Q Serve(g_s), s	0.0	0.0	0.0	29.7	0.0	11.5	0.2	28.9	28.9	4.1	35.0	35.0
Cycle Q Clear(g_c), s	11.5	0.0	0.0	41.2	0.0	11.5	23.0	28.9	28.9	4.1	35.0	35.0
Prop In Lane	0.33		0.33	1.00		0.99	1.00		0.21	1.00		0.00
Lane Grp Cap(c), veh/h	426	0	0	441	0	488	194	875	886	301	1023	1076
V/C Ratio(X)	0.01	0.00	0.00	0.85	0.00	0.34	0.01	0.58	0.58	0.38	0.64	0.64
Avail Cap(c_a), veh/h	433	0	0	447	0	495	194	875	886	399	1023	1076
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	33.6	0.0	0.0	49.3	0.0	37.3	29.3	23.3	23.3	17.8	17.9	17.9
Incr Delay (d2), s/veh	0.0	0.0	0.0	14.0	0.0	0.4	0.0	2.8	2.7	0.8	3.1	2.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	0.0	14.3	0.0	4.4	0.0	11.7	11.8	1.7	13.5	14.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	33.6	0.0	0.0	63.3	0.0	37.7	29.3	26.1	26.1	18.6	21.0	20.8
LnGrp LOS	C	A	A	E	A	D	C	C	C	B	C	C
Approach Vol, veh/h		3			541			1020			1460	
Approach Delay, s/veh		33.6			55.4			26.1			20.7	
Approach LOS		C			E			C			C	
Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	12.2	78.3		49.4		90.6		49.4				
Change Period (Y+Rc), s	6.0	6.0		6.0		6.0		6.0				
Max Green Setting (Gmax), s	14.0	64.0		44.0		84.0		44.0				
Max Q Clear Time (g_c+I1), s	6.1	30.9		13.5		37.0		43.2				
Green Ext Time (p_c), s	0.2	4.6		0.0		7.0		0.2				

Intersection Summary

HCM 6th Ctrl Delay	28.7
HCM 6th LOS	C

Intersection												
Int Delay, s/veh	1.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔	↔		↔	↔		↔	↔		↔	↔	
Traffic Vol, veh/h	15	1	96	15	1	20	50	926	26	17	1268	18
Future Vol, veh/h	15	1	96	15	1	20	50	926	26	17	1268	18
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	125	-	-	125	-	-	100	-	-	100	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	3	3	3	3	8	3	3	8	3
Mvmt Flow	16	1	104	16	1	22	54	1007	28	18	1378	20

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	2036	2567	699	1855	2563	518	1398	0	0	1035	0	0
Stage 1	1424	1424	-	1129	1129	-	-	-	-	-	-	-
Stage 2	612	1143	-	726	1434	-	-	-	-	-	-	-
Critical Hdwy	7.56	6.56	6.96	7.56	6.56	6.96	4.16	-	-	4.16	-	-
Critical Hdwy Stg 1	6.56	5.56	-	6.56	5.56	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.56	5.56	-	6.56	5.56	-	-	-	-	-	-	-
Follow-up Hdwy	3.53	4.03	3.33	3.53	4.03	3.33	2.23	-	-	2.23	-	-
Pot Cap-1 Maneuver	*52	23	380	84	23	*704	480	-	-	*1053	-	-
Stage 1	*141	198	-	557	511	-	-	-	-	-	-	-
Stage 2	*664	500	-	380	196	-	-	-	-	-	-	-
Platoon blocked, %	1	1		1	1	1		-	-	1	-	-
Mov Cap-1 Maneuver	*45	21	380	55	21	*704	480	-	-	*1053	-	-
Mov Cap-2 Maneuver	*104	130	-	157	104	-	-	-	-	-	-	-
Stage 1	*125	195	-	495	454	-	-	-	-	-	-	-
Stage 2	*570	444	-	269	193	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB			
HCM Control Delay, s	22.1		19.6		0.7		0.1			
HCM LOS	C		C							

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	480	-	-	104	373	157	552	* 1053	-	-
HCM Lane V/C Ratio	0.113	-	-	0.157	0.283	0.104	0.041	0.018	-	-
HCM Control Delay (s)	13.5	-	-	45.9	18.4	30.6	11.8	8.5	-	-
HCM Lane LOS	B	-	-	E	C	D	B	A	-	-
HCM 95th %tile Q(veh)	0.4	-	-	0.5	1.1	0.3	0.1	0.1	-	-

Notes
 ~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection												
Int Delay, s/veh	3.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Vol, veh/h	3	23	20	21	11	37	10	152	28	48	179	1
Future Vol, veh/h	3	23	20	21	11	37	10	152	28	48	179	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	78	78	78	78	78	78	78	78	78	78	78	78
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	4	29	26	27	14	47	13	195	36	62	229	1

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	624	611	230	620	593	213	230	0	0	231	0	0
Stage 1	354	354	-	239	239	-	-	-	-	-	-	-
Stage 2	270	257	-	381	354	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.13	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.527	4.027	3.327	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	396	407	807	399	417	825	1332	-	-	1331	-	-
Stage 1	661	629	-	762	706	-	-	-	-	-	-	-
Stage 2	734	693	-	639	629	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	345	381	807	346	391	825	1332	-	-	1331	-	-
Mov Cap-2 Maneuver	345	381	-	346	391	-	-	-	-	-	-	-
Stage 1	654	596	-	754	698	-	-	-	-	-	-	-
Stage 2	670	685	-	557	596	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	13.4		13.4		0.4		1.6	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1332	-	-	490	516	1331	-	-
HCM Lane V/C Ratio	0.01	-	-	0.12	0.171	0.046	-	-
HCM Control Delay (s)	7.7	0	-	13.4	13.4	7.8	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.4	0.6	0.1	-	-

Intersection												
Int Delay, s/veh	0.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	8	1	3	1	1	1	1	180	1	1	219	1
Future Vol, veh/h	8	1	3	1	1	1	1	180	1	1	219	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	80	80	80	80	80	80	80	80	80	80	80	80
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	10	1	4	1	1	1	1	225	1	1	274	1

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	506	505	275	507	505	226	275	0	0	226	0	0
Stage 1	277	277	-	228	228	-	-	-	-	-	-	-
Stage 2	229	228	-	279	277	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.13	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.527	4.027	3.327	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	475	468	761	474	468	811	1282	-	-	1337	-	-
Stage 1	727	679	-	772	714	-	-	-	-	-	-	-
Stage 2	772	714	-	725	679	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	473	467	761	470	467	811	1282	-	-	1337	-	-
Mov Cap-2 Maneuver	473	467	-	470	467	-	-	-	-	-	-	-
Stage 1	726	678	-	771	713	-	-	-	-	-	-	-
Stage 2	769	713	-	719	678	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	12.1		11.7		0		0	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1282	-	-	522	545	1337	-	-
HCM Lane V/C Ratio	0.001	-	-	0.029	0.007	0.001	-	-
HCM Control Delay (s)	7.8	0	-	12.1	11.7	7.7	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-	-

Intersection												
Int Delay, s/veh	2.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	61	1	22	1	1	1	10	118	1	1	162	67
Future Vol, veh/h	61	1	22	1	1	1	10	118	1	1	162	67
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	79	79	79	79	79	79	79	79	79	79	79	79
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	77	1	28	1	1	1	13	149	1	1	205	85

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	427	426	248	440	468	150	290	0	0	150	0	0
Stage 1	250	250	-	176	176	-	-	-	-	-	-	-
Stage 2	177	176	-	264	292	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.13	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.527	4.027	3.327	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	536	519	788	526	491	894	1266	-	-	1425	-	-
Stage 1	752	698	-	823	752	-	-	-	-	-	-	-
Stage 2	822	752	-	739	669	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	529	513	788	502	485	894	1266	-	-	1425	-	-
Mov Cap-2 Maneuver	529	513	-	502	485	-	-	-	-	-	-	-
Stage 1	744	697	-	814	744	-	-	-	-	-	-	-
Stage 2	810	744	-	711	668	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB			
HCM Control Delay, s	12.6		11.2		0.6		0			
HCM LOS	B		B							

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1266	-	-	579	580	1425	-	-
HCM Lane V/C Ratio	0.01	-	-	0.184	0.007	0.001	-	-
HCM Control Delay (s)	7.9	0	-	12.6	11.2	7.5	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.7	0	0	-	-

Intersection						
Int Delay, s/veh	3.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	4	1	1	6	1	1
Future Vol, veh/h	4	1	1	6	1	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	80	80	80	80	80	80
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	5	1	1	8	1	1

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	8	5	0	0	9
Stage 1	5	-	-	-	-
Stage 2	3	-	-	-	-
Critical Hdwy	6.43	6.23	-	-	4.13
Critical Hdwy Stg 1	5.43	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-
Follow-up Hdwy	3.527	3.327	-	-	2.227
Pot Cap-1 Maneuver	1010	1075	-	-	1604
Stage 1	1016	-	-	-	-
Stage 2	1018	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	1009	1075	-	-	1604
Mov Cap-2 Maneuver	1009	-	-	-	-
Stage 1	1016	-	-	-	-
Stage 2	1017	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.5	0	3.6
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	1022	1604
HCM Lane V/C Ratio	-	-	0.006	0.001
HCM Control Delay (s)	-	-	8.5	7.2
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0	0

Intersection						
Int Delay, s/veh	4.6					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	1	2	1	1	1	1
Future Vol, veh/h	1	2	1	1	1	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	80	80	80	80	80	80
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	1	3	1	1	1	1

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	5	2	2	0	-	0
Stage 1	2	-	-	-	-	-
Stage 2	3	-	-	-	-	-
Critical Hdwy	6.43	6.23	4.13	-	-	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	2.227	-	-	-
Pot Cap-1 Maneuver	1014	1079	1614	-	-	-
Stage 1	1019	-	-	-	-	-
Stage 2	1018	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	1013	1079	1614	-	-	-
Mov Cap-2 Maneuver	1013	-	-	-	-	-
Stage 1	1018	-	-	-	-	-
Stage 2	1018	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.4	3.6	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1614	-	1056	-	-
HCM Lane V/C Ratio	0.001	-	0.004	-	-
HCM Control Delay (s)	7.2	0	8.4	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

BACKGROUND TRAFFIC CONDITIONS (2027)

PM PEAK

Lanes, Volumes, Timings
 1: Memorial Boulevard & Access Roadway/Osborne Lane

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	1	1	1	219	1	110	1	1406	296	145	1232	1
Future Volume (vph)	1	1	1	219	1	110	1	1406	296	145	1232	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	225		225	100		0	150		0	150		0
Storage Lanes	0		0	1		0	1		0	1		0
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Frnt		0.955			0.851			0.974				
Flt Protected		0.984		0.950			0.950			0.950		
Satd. Flow (prot)	0	1733	0	1752	1570	0	1752	3282	0	1752	3343	0
Flt Permitted		0.950		0.756			0.215			0.046		
Satd. Flow (perm)	0	1674	0	1395	1570	0	397	3282	0	85	3343	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		1			115			27				
Link Speed (mph)		30			40			45				45
Link Distance (ft)		495			1000			1000				975
Travel Time (s)		11.3			17.0			15.2				14.8
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Heavy Vehicles (%)	3%	3%	3%	3%	3%	3%	3%	8%	3%	3%	8%	3%
Adj. Flow (vph)	1	1	1	228	1	115	1	1465	308	151	1283	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	3	0	228	116	0	1	1773	0	151	1284	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane								Yes			Yes	
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	1		1	1		1	1		1	1	
Detector Template	Left	Thru		Left	Thru		Left	Thru		Left	Thru	
Leading Detector (ft)	50	50		20	50		50	50		50	50	
Trailing Detector (ft)	0	0		0	0		0	0		0	0	
Detector 1 Position(ft)	0	0		0	0		0	0		0	0	
Detector 1 Size(ft)	50	50		20	50		50	50		50	50	
Detector 1 Type	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Detector 1 Queue (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Detector 1 Delay (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Turn Type	Perm	NA		Perm	NA		Perm	NA		pm+pt	NA	
Protected Phases		4			8			2		1	6	
Permitted Phases	4			8			2			6		
Detector Phase	4	4		8	8		2	2		1	6	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	15.0	15.0		15.0	15.0		15.0	15.0		15.0	15.0	
Total Split (s)	40.0	40.0		40.0	40.0		90.0	90.0		20.0	110.0	
Total Split (%)	26.7%	26.7%		26.7%	26.7%		60.0%	60.0%		13.3%	73.3%	
Maximum Green (s)	34.0	34.0		34.0	34.0		84.0	84.0		14.0	104.0	
Yellow Time (s)	4.5	4.5		4.5	4.5		4.5	4.5		4.5	4.5	
All-Red Time (s)	1.5	1.5		1.5	1.5		1.5	1.5		1.5	1.5	

2027 Background Traffic Conditions
 PM Peak Hour

Northridge Park Residential Development
 Murfreesboro, TN

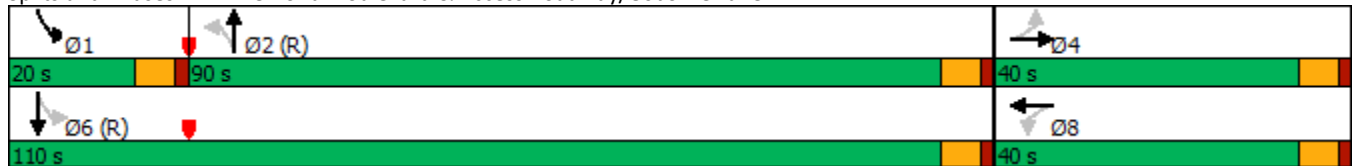
Lanes, Volumes, Timings
 1: Memorial Boulevard & Access Roadway/Osborne Lane

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lost Time Adjust (s)		0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)		6.0		6.0	6.0		6.0	6.0		6.0	6.0	
Lead/Lag							Lag	Lag		Lead		
Lead-Lag Optimize?							Yes	Yes		Yes		
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Recall Mode	None	None		None	None		C-Max	C-Max		None	C-Max	
Act Effct Green (s)		28.6		28.6	28.6		91.3	91.3		109.4	109.4	
Actuated g/C Ratio		0.19		0.19	0.19		0.61	0.61		0.73	0.73	
v/c Ratio		0.01		0.86	0.30		0.00	0.88		0.77	0.53	
Control Delay		40.0		86.3	9.9		15.0	32.3		58.9	10.5	
Queue Delay		0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay		40.0		86.3	9.9		15.0	32.3		58.9	10.5	
LOS		D		F	A		B	C		E	B	
Approach Delay		40.0			60.6			32.3			15.6	
Approach LOS		D			E			C			B	

Intersection Summary

Area Type: Other
 Cycle Length: 150
 Actuated Cycle Length: 150
 Offset: 0 (0%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green
 Natural Cycle: 90
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.88
 Intersection Signal Delay: 28.3
 Intersection Capacity Utilization 90.1%
 Analysis Period (min) 15
 Intersection LOS: C
 ICU Level of Service E

Splits and Phases: 1: Memorial Boulevard & Access Roadway/Osborne Lane



HCM 6th Signalized Intersection Summary
 1: Memorial Boulevard & Access Roadway/Osborne Lane

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	1	1	1	219	1	110	1	1406	296	145	1232	1
Future Volume (veh/h)	1	1	1	219	1	110	1	1406	296	145	1232	1
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1856	1856	1856	1856	1781	1856	1856	1781	1856
Adj Flow Rate, veh/h	1	1	1	228	1	115	1	1465	308	151	1283	1
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	3	3	3	3	3	3	3	8	3	3	8	3
Cap, veh/h	100	99	84	296	3	309	287	1787	367	184	2507	2
Arrive On Green	0.20	0.20	0.20	0.20	0.20	0.20	0.64	0.64	0.64	0.04	0.72	0.72
Sat Flow, veh/h	345	502	423	1404	14	1561	427	2797	574	1767	3471	3
Grp Volume(v), veh/h	3	0	0	228	0	116	1	873	900	151	626	658
Grp Sat Flow(s),veh/h/ln	1270	0	0	1404	0	1575	427	1692	1678	1767	1692	1781
Q Serve(g_s), s	0.0	0.0	0.0	17.6	0.0	9.6	0.2	57.6	62.7	4.3	24.4	24.4
Cycle Q Clear(g_c), s	9.6	0.0	0.0	27.1	0.0	9.6	12.1	57.6	62.7	4.3	24.4	24.4
Prop In Lane	0.33		0.33	1.00		0.99	1.00		0.34	1.00		0.00
Lane Grp Cap(c), veh/h	283	0	0	296	0	311	287	1081	1072	184	1222	1286
V/C Ratio(X)	0.01	0.00	0.00	0.77	0.00	0.37	0.00	0.81	0.84	0.82	0.51	0.51
Avail Cap(c_a), veh/h	327	0	0	336	0	357	287	1081	1072	272	1222	1286
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	48.5	0.0	0.0	60.3	0.0	52.1	14.6	20.2	21.1	33.0	9.2	9.2
Incr Delay (d2), s/veh	0.0	0.0	0.0	9.3	0.0	0.7	0.0	6.5	7.9	12.0	1.5	1.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	0.0	9.2	0.0	3.8	0.0	22.6	24.7	4.2	8.5	8.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	48.5	0.0	0.0	69.6	0.0	52.9	14.6	26.7	29.0	45.0	10.7	10.6
LnGrp LOS	D	A	A	E	A	D	B	C	C	D	B	B
Approach Vol, veh/h		3			344			1774			1435	
Approach Delay, s/veh		48.5			64.0			27.9			14.3	
Approach LOS		D			E			C			B	
Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	12.5	101.8		35.7		114.3		35.7				
Change Period (Y+Rc), s	6.0	6.0		6.0		6.0		6.0				
Max Green Setting (Gmax), s	14.0	84.0		34.0		104.0		34.0				
Max Q Clear Time (g_c+I1), s	6.3	64.7		11.6		26.4		29.1				
Green Ext Time (p_c), s	0.3	9.2		0.0		6.5		0.5				
Intersection Summary												
HCM 6th Ctrl Delay			25.9									
HCM 6th LOS			C									

Intersection

Int Delay, s/veh	0.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗		↖	↗		↖	↗		↖	↗	
Traffic Vol, veh/h	4	1	31	20	1	22	25	1475	15	9	1338	12
Future Vol, veh/h	4	1	31	20	1	22	25	1475	15	9	1338	12
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	125	-	-	125	-	-	100	-	-	100	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	3	3	3	3	3	3	3	8	3	3	8	3
Mvmt Flow	4	1	32	21	1	23	26	1536	16	9	1394	13

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	2240	3023	704	2312	3021	776	1407	0	0	1552	0	0
Stage 1	1419	1419	-	1596	1596	-	-	-	-	-	-	-
Stage 2	821	1604	-	716	1425	-	-	-	-	-	-	-
Critical Hdwy	7.56	6.56	6.96	7.56	6.56	6.96	4.16	-	-	4.16	-	-
Critical Hdwy Stg 1	6.56	5.56	-	6.56	5.56	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.56	5.56	-	6.56	5.56	-	-	-	-	-	-	-
Follow-up Hdwy	3.53	4.03	3.33	3.53	4.03	3.33	2.23	-	-	2.23	-	-
Pot Cap-1 Maneuver	*57	*5	377	*43	*5	*465	476	-	-	*694	-	-
Stage 1	*142	*199	-	*438	*384	-	-	-	-	-	-	-
Stage 2	*438	*384	-	*385	*198	-	-	-	-	-	-	-
Platoon blocked, %	1	1		1	1	1		-	-	1	-	-
Mov Cap-1 Maneuver	*51	*5	377	*37	*5	*465	476	-	-	*694	-	-
Mov Cap-2 Maneuver	*107	*117	-	*181	*107	-	-	-	-	-	-	-
Stage 1	*134	*196	-	*414	*363	-	-	-	-	-	-	-
Stage 2	*393	*363	-	*346	*195	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB				
HCM Control Delay, s	18.9		20.5		0.2		0.1				
HCM LOS	C		C								

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	476	-	-	107	353	181	406	* 694	-	-
HCM Lane V/C Ratio	0.055	-	-	0.039	0.094	0.115	0.059	0.014	-	-
HCM Control Delay (s)	13	-	-	40	16.3	27.5	14.4	10.3	-	-
HCM Lane LOS	B	-	-	E	C	D	B	B	-	-
HCM 95th %tile Q(veh)	0.2	-	-	0.1	0.3	0.4	0.2	0	-	-

Notes

∞: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection												
Int Delay, s/veh	2.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	6	8	9	21	4	18	13	109	29	14	80	6
Future Vol, veh/h	6	8	9	21	4	18	13	109	29	14	80	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	6	8	9	22	4	19	14	114	30	15	83	6

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	285	288	86	282	276	129	89	0	0	144	0	0
Stage 1	116	116	-	157	157	-	-	-	-	-	-	-
Stage 2	169	172	-	125	119	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.13	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.527	4.027	3.327	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	665	620	970	668	630	918	1500	-	-	1432	-	-
Stage 1	886	798	-	843	766	-	-	-	-	-	-	-
Stage 2	831	755	-	877	795	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	638	607	970	644	617	918	1500	-	-	1432	-	-
Mov Cap-2 Maneuver	638	607	-	644	617	-	-	-	-	-	-	-
Stage 1	877	789	-	835	758	-	-	-	-	-	-	-
Stage 2	801	747	-	850	786	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	10.2		10.2		0.6		1.1	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1500	-	-	722	733	1432	-
HCM Lane V/C Ratio	0.009	-	-	0.033	0.061	0.01	-
HCM Control Delay (s)	7.4	0	-	10.2	10.2	7.5	0
HCM Lane LOS	A	A	-	B	B	A	A
HCM 95th %tile Q(veh)	0	-	-	0.1	0.2	0	-

Intersection												
Int Delay, s/veh	0.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	8	1	1	1	1	1	4	143	1	1	107	3
Future Vol, veh/h	8	1	1	1	1	1	4	143	1	1	107	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	8	1	1	1	1	1	4	149	1	1	111	3

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	274	273	113	274	274	150	114	0	0	150	0	0
Stage 1	115	115	-	158	158	-	-	-	-	-	-	-
Stage 2	159	158	-	116	116	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.13	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.527	4.027	3.327	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	676	632	937	676	631	894	1469	-	-	1425	-	-
Stage 1	887	798	-	842	765	-	-	-	-	-	-	-
Stage 2	841	765	-	886	798	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	673	629	937	673	628	894	1469	-	-	1425	-	-
Mov Cap-2 Maneuver	673	629	-	673	628	-	-	-	-	-	-	-
Stage 1	884	797	-	839	763	-	-	-	-	-	-	-
Stage 2	836	763	-	883	797	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	10.3		10.1		0.2		0.1	
HCM LOS	B		B					




Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1469	-	-	688	715	1425	-
HCM Lane V/C Ratio	0.003	-	-	0.015	0.004	0.001	-
HCM Control Delay (s)	7.5	0	-	10.3	10.1	7.5	0
HCM Lane LOS	A	A	-	B	B	A	A
HCM 95th %tile Q(veh)	0	-	-	0	0	0	-

Intersection												
Int Delay, s/veh	1.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	17	1	17	1	1	1	21	131	1	1	88	18
Future Vol, veh/h	17	1	17	1	1	1	21	131	1	1	88	18
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	18	1	18	1	1	1	22	138	1	1	93	19

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	289	288	103	297	297	139	112	0	0	139	0	0
Stage 1	105	105	-	183	183	-	-	-	-	-	-	-
Stage 2	184	183	-	114	114	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.13	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.527	4.027	3.327	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	661	620	949	653	613	907	1471	-	-	1438	-	-
Stage 1	898	806	-	816	746	-	-	-	-	-	-	-
Stage 2	815	746	-	888	799	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	651	609	949	631	603	907	1471	-	-	1438	-	-
Mov Cap-2 Maneuver	651	609	-	631	603	-	-	-	-	-	-	-
Stage 1	884	805	-	803	734	-	-	-	-	-	-	-
Stage 2	800	734	-	869	798	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	9.9		10.2		1		0.1	
HCM LOS	A		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1471	-	-	766	690	1438	-
HCM Lane V/C Ratio	0.015	-	-	0.048	0.005	0.001	-
HCM Control Delay (s)	7.5	0	-	9.9	10.2	7.5	0
HCM Lane LOS	A	A	-	A	B	A	A
HCM 95th %tile Q(veh)	0	-	-	0.2	0	0	-

Intersection						
Int Delay, s/veh	3.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	2	1	1	4	1	1
Future Vol, veh/h	2	1	1	4	1	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	80	80	80	80	80	80
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	3	1	1	5	1	1

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	7	4	0	0	6
Stage 1	4	-	-	-	-
Stage 2	3	-	-	-	-
Critical Hdwy	6.43	6.23	-	-	4.13
Critical Hdwy Stg 1	5.43	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-
Follow-up Hdwy	3.527	3.327	-	-	2.227
Pot Cap-1 Maneuver	1011	1077	-	-	1608
Stage 1	1017	-	-	-	-
Stage 2	1018	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	1010	1077	-	-	1608
Mov Cap-2 Maneuver	1010	-	-	-	-
Stage 1	1017	-	-	-	-
Stage 2	1017	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.5	0	3.6
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	1031	1608
HCM Lane V/C Ratio	-	-	0.004	0.001
HCM Control Delay (s)	-	-	8.5	7.2
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0	0

Intersection						
Int Delay, s/veh	4.8					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	1	1	3	1	1	1
Future Vol, veh/h	1	1	3	1	1	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	80	80	80	80	80	80
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	1	1	4	1	1	1

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	11	2	2	0	-	0
Stage 1	2	-	-	-	-	-
Stage 2	9	-	-	-	-	-
Critical Hdwy	6.43	6.23	4.13	-	-	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	2.227	-	-	-
Pot Cap-1 Maneuver	1006	1079	1614	-	-	-
Stage 1	1019	-	-	-	-	-
Stage 2	1011	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	1004	1079	1614	-	-	-
Mov Cap-2 Maneuver	1004	-	-	-	-	-
Stage 1	1017	-	-	-	-	-
Stage 2	1011	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.5	5.4	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1614	-	1040	-	-
HCM Lane V/C Ratio	0.002	-	0.002	-	-
HCM Control Delay (s)	7.2	0	8.5	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

PROJECTED TRAFFIC CONDITIONS (2027)

AM PEAK

Lanes, Volumes, Timings
 1: Memorial Boulevard & Access Roadway/Osborne Lane

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	12	4	26	352	2	156	10	854	103	108	1263	5
Future Volume (vph)	12	4	26	352	2	156	10	854	103	108	1263	5
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	225		225	100		0	150		0	150		0
Storage Lanes	1		1	1		0	1		0	1		0
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Frnt			0.850		0.852			0.984			0.999	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1752	1845	1568	1752	1572	0	1752	3306	0	1752	3340	0
Flt Permitted	0.816			0.367			0.121			0.173		
Satd. Flow (perm)	1505	1845	1568	677	1572	0	223	3306	0	319	3340	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			164		166			12				
Link Speed (mph)		30			40			45			45	
Link Distance (ft)		495			1000			1000			975	
Travel Time (s)		11.3			17.0			15.2			14.8	
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles (%)	3%	3%	3%	3%	3%	3%	3%	8%	3%	3%	8%	3%
Adj. Flow (vph)	13	4	28	374	2	166	11	909	110	115	1344	5
Shared Lane Traffic (%)												
Lane Group Flow (vph)	13	4	28	374	168	0	11	1019	0	115	1349	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)	12				12			12			12	
Link Offset(ft)	0			0			0			0		0
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane								Yes			Yes	
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	1	1	1	1		1	1		1	1	
Detector Template	Left	Thru	Right	Left	Thru		Left	Thru		Left	Thru	
Leading Detector (ft)	50	50	50	20	50		50	50		50	50	
Trailing Detector (ft)	0	0	0	0	0		0	0		0	0	
Detector 1 Position(ft)	0	0	0	0	0		0	0		0	0	
Detector 1 Size(ft)	50	50	50	20	50		50	50		50	50	
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases	4		4	8			2			6		
Detector Phase	7	4	4	3	8		5	2		1	6	
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	15.0	15.0	15.0	15.0	15.0		15.0	15.0		15.0	15.0	
Total Split (s)	15.0	15.0	15.0	40.0	40.0		15.0	70.0		15.0	70.0	
Total Split (%)	10.7%	10.7%	10.7%	28.6%	28.6%		10.7%	50.0%		10.7%	50.0%	
Maximum Green (s)	9.0	9.0	9.0	34.0	34.0		9.0	64.0		9.0	64.0	
Yellow Time (s)	4.5	4.5	4.5	4.5	4.5		4.5	4.5		4.5	4.5	
All-Red Time (s)	1.5	1.5	1.5	1.5	1.5		1.5	1.5		1.5	1.5	

2027 Projected Traffic Conditions
 AM Peak Hour

Northridge Park Residential Development
 Murfreesboro, TN

Lanes, Volumes, Timings
 1: Memorial Boulevard & Access Roadway/Osborne Lane

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0		6.0	6.0		6.0	6.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0		3.0	3.0		3.0	3.0	
Recall Mode	None	None	None	None	None		None	C-Max		None	C-Max	
Act Effct Green (s)	10.0	5.9	5.9	38.6	33.4		80.2	74.3		88.9	84.5	
Actuated g/C Ratio	0.07	0.04	0.04	0.28	0.24		0.57	0.53		0.64	0.60	
v/c Ratio	0.11	0.05	0.13	0.88	0.34		0.06	0.58		0.39	0.67	
Control Delay	39.0	65.5	1.2	67.4	8.2		13.0	25.5		15.4	23.5	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	39.0	65.5	1.2	67.4	8.2		13.0	25.5		15.4	23.5	
LOS	D	E	A	E	A		B	C		B	C	
Approach Delay		17.8			49.0			25.3			22.9	
Approach LOS		B			D			C			C	

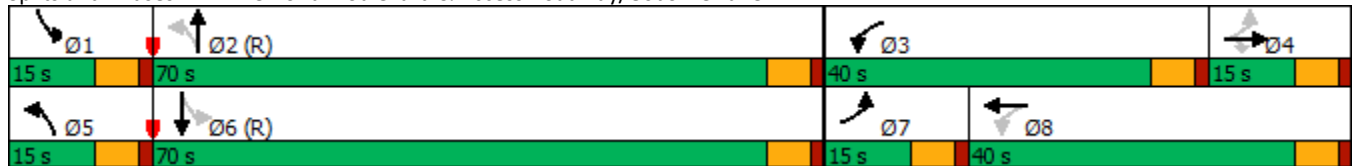
Intersection Summary

Area Type: Other
 Cycle Length: 140
 Actuated Cycle Length: 140
 Offset: 0 (0%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green
 Natural Cycle: 90
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.88
 Intersection Signal Delay: 28.2
 Intersection Capacity Utilization 80.4%
 Analysis Period (min) 15

Intersection LOS: C

ICU Level of Service D

Splits and Phases: 1: Memorial Boulevard & Access Roadway/Osborne Lane



HCM 6th Signalized Intersection Summary
 1: Memorial Boulevard & Access Roadway/Osborne Lane

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	12	4	26	352	2	156	10	854	103	108	1263	5
Future Volume (veh/h)	12	4	26	352	2	156	10	854	103	108	1263	5
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1856	1856	1856	1856	1781	1856	1856	1781	1856
Adj Flow Rate, veh/h	13	4	28	374	2	166	11	909	110	115	1344	5
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	3	3	3	3	3	3	3	8	3	3	8	3
Cap, veh/h	120	66	56	477	4	368	189	1624	196	313	1955	7
Arrive On Green	0.01	0.04	0.04	0.22	0.24	0.24	0.01	0.53	0.53	0.04	0.57	0.57
Sat Flow, veh/h	1767	1856	1572	1767	19	1557	1767	3040	368	1767	3459	13
Grp Volume(v), veh/h	13	4	28	374	0	168	11	506	513	115	658	691
Grp Sat Flow(s),veh/h/ln	1767	1856	1572	1767	0	1575	1767	1692	1715	1767	1692	1779
Q Serve(g_s), s	1.0	0.3	2.4	27.6	0.0	12.8	0.4	27.8	27.8	4.1	38.7	38.7
Cycle Q Clear(g_c), s	1.0	0.3	2.4	27.6	0.0	12.8	0.4	27.8	27.8	4.1	38.7	38.7
Prop In Lane	1.00		1.00	1.00		0.99	1.00		0.21	1.00		0.01
Lane Grp Cap(c), veh/h	120	66	56	477	0	373	189	904	916	313	957	1006
V/C Ratio(X)	0.11	0.06	0.50	0.78	0.00	0.45	0.06	0.56	0.56	0.37	0.69	0.69
Avail Cap(c_a), veh/h	208	119	101	527	0	383	281	904	916	349	957	1006
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	63.7	65.2	66.3	48.0	0.0	45.7	18.8	21.7	21.7	16.8	21.6	21.6
Incr Delay (d2), s/veh	0.4	0.4	6.7	6.9	0.0	0.9	0.1	2.5	2.5	0.7	4.0	3.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.1	1.1	12.9	0.0	5.0	0.2	11.1	11.3	1.6	15.4	16.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	64.1	65.6	73.0	54.9	0.0	46.5	18.9	24.2	24.1	17.5	25.7	25.5
LnGrp LOS	E	E	E	D	A	D	B	C	C	B	C	C
Approach Vol, veh/h		45			542			1030			1464	
Approach Delay, s/veh		69.7			52.3			24.1			24.9	
Approach LOS		E			D			C			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	12.1	80.8	36.1	11.0	7.7	85.1	8.0	39.1				
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0				
Max Green Setting (Gmax), s	9.0	64.0	34.0	9.0	9.0	64.0	9.0	34.0				
Max Q Clear Time (g_c+I1), s	6.1	29.8	29.6	4.4	2.4	40.7	3.0	14.8				
Green Ext Time (p_c), s	0.1	4.6	0.5	0.0	0.0	6.3	0.0	0.6				
Intersection Summary												
HCM 6th Ctrl Delay				30.1								
HCM 6th LOS				C								

Intersection

Int Delay, s/veh	1.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↵	↵		↵	↵		↵	↵↵		↵	↵↵	
Traffic Vol, veh/h	18	1	96	15	1	20	50	937	26	17	1272	19
Future Vol, veh/h	18	1	96	15	1	20	50	937	26	17	1272	19
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	125	-	-	125	-	-	100	-	-	100	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	3	3	3	3	8	3	3	8	3
Mvmt Flow	20	1	104	16	1	22	54	1018	28	18	1383	21

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	2048	2584	702	1868	2580	523	1404	0	0	1046	0	0
Stage 1	1430	1430	-	1140	1140	-	-	-	-	-	-	-
Stage 2	618	1154	-	728	1440	-	-	-	-	-	-	-
Critical Hdwy	7.56	6.56	6.96	7.56	6.56	6.96	4.16	-	-	4.16	-	-
Critical Hdwy Stg 1	6.56	5.56	-	6.56	5.56	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.56	5.56	-	6.56	5.56	-	-	-	-	-	-	-
Follow-up Hdwy	3.53	4.03	3.33	3.53	4.03	3.33	2.23	-	-	2.23	-	-
Pot Cap-1 Maneuver	*51	22	378	82	23	*704	477	-	-	1049	-	-
Stage 1	*140	197	-	545	502	-	-	-	-	-	-	-
Stage 2	*664	492	-	379	195	-	-	-	-	-	-	-
Platoon blocked, %	1	1		1	1	1		-	-	1	-	-
Mov Cap-1 Maneuver	*44	19	378	53	20	*704	477	-	-	1049	-	-
Mov Cap-2 Maneuver	*103	128	-	155	103	-	-	-	-	-	-	-
Stage 1	*124	194	-	483	446	-	-	-	-	-	-	-
Stage 2	*569	436	-	268	192	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB				
HCM Control Delay, s	23.1		19.8		0.7		0.1				
HCM LOS	C		C								

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	477	-	-	103	371	155	551	1049	-	-
HCM Lane V/C Ratio	0.114	-	-	0.19	0.284	0.105	0.041	0.018	-	-
HCM Control Delay (s)	13.5	-	-	48	18.5	30.9	11.8	8.5	-	-
HCM Lane LOS	B	-	-	E	C	D	B	A	-	-
HCM 95th %tile Q(veh)	0.4	-	-	0.7	1.2	0.3	0.1	0.1	-	-

Notes

∞: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection						
Int Delay, s/veh	0.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	111	1	1	68	1	3
Future Vol, veh/h	111	1	1	68	1	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	80	80	80	80	80	80
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	139	1	1	85	1	4

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	140	0	227
Stage 1	-	-	-	-	140
Stage 2	-	-	-	-	87
Critical Hdwy	-	-	4.13	-	6.43
Critical Hdwy Stg 1	-	-	-	-	5.43
Critical Hdwy Stg 2	-	-	-	-	5.43
Follow-up Hdwy	-	-	2.227	-	3.527
Pot Cap-1 Maneuver	-	-	1437	-	759
Stage 1	-	-	-	-	884
Stage 2	-	-	-	-	934
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1437	-	758
Mov Cap-2 Maneuver	-	-	-	-	758
Stage 1	-	-	-	-	884
Stage 2	-	-	-	-	933

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	9.2
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	863	-	-	1437	-
HCM Lane V/C Ratio	0.006	-	-	0.001	-
HCM Control Delay (s)	9.2	-	-	7.5	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-

Intersection												
Int Delay, s/veh	3.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Vol, veh/h	3	23	20	21	11	38	10	156	28	48	181	1
Future Vol, veh/h	3	23	20	21	11	38	10	156	28	48	181	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	78	78	78	78	78	78	78	78	78	78	78	78
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	4	29	26	27	14	49	13	200	36	62	232	1

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	633	619	233	628	601	218	233	0	0	236	0	0
Stage 1	357	357	-	244	244	-	-	-	-	-	-	-
Stage 2	276	262	-	384	357	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.13	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.527	4.027	3.327	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	391	403	804	394	413	819	1329	-	-	1325	-	-
Stage 1	659	627	-	757	702	-	-	-	-	-	-	-
Stage 2	728	690	-	637	627	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	340	377	804	341	387	819	1329	-	-	1325	-	-
Mov Cap-2 Maneuver	340	377	-	341	387	-	-	-	-	-	-	-
Stage 1	652	593	-	749	694	-	-	-	-	-	-	-
Stage 2	663	682	-	554	593	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	13.4		13.5		0.4		1.6	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1329	-	-	486	513	1325	-
HCM Lane V/C Ratio	0.01	-	-	0.121	0.175	0.046	-
HCM Control Delay (s)	7.7	0	-	13.4	13.5	7.8	0
HCM Lane LOS	A	A	-	B	B	A	A
HCM 95th %tile Q(veh)	0	-	-	0.4	0.6	0.1	-

Intersection												
Int Delay, s/veh	0.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	8	1	3	2	1	3	1	183	1	2	220	1
Future Vol, veh/h	8	1	3	2	1	3	1	183	1	2	220	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	60	60	60	60	60	60	60	60	60	60	60	60
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	13	2	5	3	2	5	2	305	2	3	367	2

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	688	685	368	688	685	306	369	0	0	307	0	0
Stage 1	374	374	-	310	310	-	-	-	-	-	-	-
Stage 2	314	311	-	378	375	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.13	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.527	4.027	3.327	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	359	369	675	359	369	732	1184	-	-	1248	-	-
Stage 1	645	616	-	698	657	-	-	-	-	-	-	-
Stage 2	695	656	-	642	615	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	354	367	675	354	367	732	1184	-	-	1248	-	-
Mov Cap-2 Maneuver	354	367	-	354	367	-	-	-	-	-	-	-
Stage 1	644	614	-	697	656	-	-	-	-	-	-	-
Stage 2	687	655	-	634	613	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	14.4		12.6		0		0.1	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1184	-	-	403	481	1248	-
HCM Lane V/C Ratio	0.001	-	-	0.05	0.021	0.003	-
HCM Control Delay (s)	8	0	-	14.4	12.6	7.9	0
HCM Lane LOS	A	A	-	B	B	A	A
HCM 95th %tile Q(veh)	0	-	-	0.2	0.1	0	-

Intersection												
Int Delay, s/veh	2.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Vol, veh/h	61	2	22	4	3	4	10	118	2	2	163	67
Future Vol, veh/h	61	2	22	4	3	4	10	118	2	2	163	67
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	79	79	79	79	79	79	79	79	79	79	79	79
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	77	3	28	5	4	5	13	149	3	3	206	85

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	436	433	249	447	474	151	291	0	0	152	0	0
Stage 1	255	255	-	177	177	-	-	-	-	-	-	-
Stage 2	181	178	-	270	297	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.13	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.527	4.027	3.327	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	529	514	787	520	488	893	1265	-	-	1423	-	-
Stage 1	747	695	-	822	751	-	-	-	-	-	-	-
Stage 2	818	750	-	734	666	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	517	507	787	495	481	893	1265	-	-	1423	-	-
Mov Cap-2 Maneuver	517	507	-	495	481	-	-	-	-	-	-	-
Stage 1	739	693	-	813	743	-	-	-	-	-	-	-
Stage 2	800	742	-	703	664	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	12.8		11.3		0.6		0.1	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1265	-	-	567	585	1423	-	-
HCM Lane V/C Ratio	0.01	-	-	0.19	0.024	0.002	-	-
HCM Control Delay (s)	7.9	0	-	12.8	11.3	7.5	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.7	0.1	0	-	-

Intersection						
Int Delay, s/veh	3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	4	1	2	6	1	3
Future Vol, veh/h	4	1	2	6	1	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	80	80	80	80	80	80
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	5	1	3	8	1	4

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	13	7	0	0	11
Stage 1	7	-	-	-	-
Stage 2	6	-	-	-	-
Critical Hdwy	6.43	6.23	-	-	4.13
Critical Hdwy Stg 1	5.43	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-
Follow-up Hdwy	3.527	3.327	-	-	2.227
Pot Cap-1 Maneuver	1004	1072	-	-	1602
Stage 1	1013	-	-	-	-
Stage 2	1014	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	1003	1072	-	-	1602
Mov Cap-2 Maneuver	1003	-	-	-	-
Stage 1	1013	-	-	-	-
Stage 2	1013	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.6	0	1.8
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	1016	1602
HCM Lane V/C Ratio	-	-	0.006	0.001
HCM Control Delay (s)	-	-	8.6	7.2
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0	0

Intersection						
Int Delay, s/veh	4.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	1	2	1	1	2	1
Future Vol, veh/h	1	2	1	1	2	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	80	80	80	80	80	80
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	1	3	1	1	3	1

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	7	4	4	0	-	0
Stage 1	4	-	-	-	-	-
Stage 2	3	-	-	-	-	-
Critical Hdwy	6.43	6.23	4.13	-	-	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	2.227	-	-	-
Pot Cap-1 Maneuver	1011	1077	1611	-	-	-
Stage 1	1017	-	-	-	-	-
Stage 2	1018	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	1010	1077	1611	-	-	-
Mov Cap-2 Maneuver	1010	-	-	-	-	-
Stage 1	1016	-	-	-	-	-
Stage 2	1018	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.4	3.6	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1611	-	1054	-	-
HCM Lane V/C Ratio	0.001	-	0.004	-	-
HCM Control Delay (s)	7.2	0	8.4	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

PROJECTED TRAFFIC CONDITIONS (2027)

PM PEAK

Lanes, Volumes, Timings
 1: Memorial Boulevard & Access Roadway/Osborne Lane

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	8	3	18	219	4	110	29	1406	296	145	1232	14
Future Volume (vph)	8	3	18	219	4	110	29	1406	296	145	1232	14
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	225		225	100		0	150		0	150		0
Storage Lanes	1		1	1		0	1		0	1		0
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Frnt			0.850		0.855			0.974			0.998	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1752	1845	1568	1752	1577	0	1752	3282	0	1752	3338	0
Flt Permitted	0.681			0.378			0.172			0.043		
Satd. Flow (perm)	1256	1845	1568	697	1577	0	317	3282	0	79	3338	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			153		115			27			1	
Link Speed (mph)		30			40			45			45	
Link Distance (ft)		495			1000			1000			975	
Travel Time (s)		11.3			17.0			15.2			14.8	
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Heavy Vehicles (%)	3%	3%	3%	3%	3%	3%	3%	8%	3%	3%	8%	3%
Adj. Flow (vph)	8	3	19	228	4	115	30	1465	308	151	1283	15
Shared Lane Traffic (%)												
Lane Group Flow (vph)	8	3	19	228	119	0	30	1773	0	151	1298	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane								Yes			Yes	
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	1	1	1	1		1	1		1	1	
Detector Template	Left	Thru	Right	Left	Thru		Left	Thru		Left	Thru	
Leading Detector (ft)	50	50	50	20	50		50	50		50	50	
Trailing Detector (ft)	0	0	0	0	0		0	0		0	0	
Detector 1 Position(ft)	0	0	0	0	0		0	0		0	0	
Detector 1 Size(ft)	50	50	50	20	50		50	50		50	50	
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases	4		4	8			2			6		
Detector Phase	7	4	4	3	8		5	2		1	6	
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	15.0	15.0	15.0	15.0	15.0		15.0	15.0		15.0	15.0	
Total Split (s)	15.0	15.0	15.0	25.0	25.0		20.0	90.0		20.0	90.0	
Total Split (%)	10.0%	10.0%	10.0%	16.7%	16.7%		13.3%	60.0%		13.3%	60.0%	
Maximum Green (s)	9.0	9.0	9.0	19.0	19.0		14.0	84.0		14.0	84.0	
Yellow Time (s)	4.5	4.5	4.5	4.5	4.5		4.5	4.5		4.5	4.5	
All-Red Time (s)	1.5	1.5	1.5	1.5	1.5		1.5	1.5		1.5	1.5	

2027 Projected Traffic Conditions
 PM Peak Hour

Northridge Park Residential Development
 Murfreesboro, TN

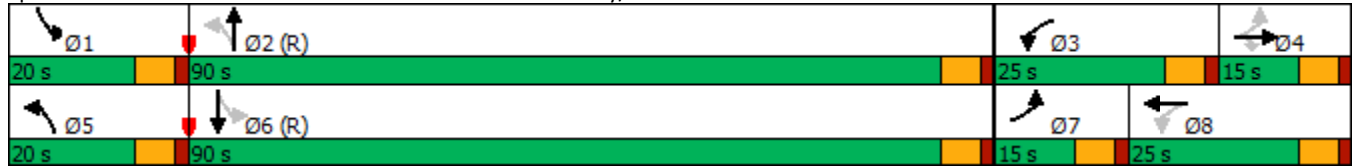
Lanes, Volumes, Timings
 1: Memorial Boulevard & Access Roadway/Osborne Lane

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0		6.0	6.0		6.0	6.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0		3.0	3.0		3.0	3.0	
Recall Mode	None	None	None	None	None		None	C-Max		None	C-Max	
Act Effct Green (s)	9.8	5.9	5.9	25.8	23.2		99.1	92.8		112.2	104.6	
Actuated g/C Ratio	0.07	0.04	0.04	0.17	0.15		0.66	0.62		0.75	0.70	
v/c Ratio	0.08	0.04	0.09	0.91	0.35		0.11	0.87		0.73	0.56	
Control Delay	50.5	70.3	0.9	96.1	13.2		7.8	30.7		55.0	14.3	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	50.5	70.3	0.9	96.1	13.2		7.8	30.7		55.0	14.3	
LOS	D	E	A	F	B		A	C		D	B	
Approach Delay		21.1			67.6			30.3			18.5	
Approach LOS		C			E			C			B	

Intersection Summary

Area Type:	Other
Cycle Length:	150
Actuated Cycle Length:	150
Offset:	0 (0%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green
Natural Cycle:	100
Control Type:	Actuated-Coordinated
Maximum v/c Ratio:	0.91
Intersection Signal Delay:	29.1
Intersection LOS:	C
Intersection Capacity Utilization:	90.1%
ICU Level of Service:	E
Analysis Period (min):	15

Splits and Phases: 1: Memorial Boulevard & Access Roadway/Osborne Lane



HCM 6th Signalized Intersection Summary
 1: Memorial Boulevard & Access Roadway/Osborne Lane

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	8	3	18	219	4	110	29	1406	296	145	1232	14
Future Volume (veh/h)	8	3	18	219	4	110	29	1406	296	145	1232	14
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1856	1856	1856	1856	1781	1856	1856	1781	1856
Adj Flow Rate, veh/h	8	3	19	228	4	115	30	1465	308	151	1283	15
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	3	3	3	3	3	3	3	8	3	3	8	3
Cap, veh/h	107	62	52	316	8	230	280	1776	365	184	2249	26
Arrive On Green	0.01	0.03	0.03	0.13	0.15	0.15	0.02	0.64	0.64	0.04	0.66	0.66
Sat Flow, veh/h	1767	1856	1572	1767	53	1527	1767	2797	574	1767	3427	40
Grp Volume(v), veh/h	8	3	19	228	0	119	30	873	900	151	634	664
Grp Sat Flow(s),veh/h/ln	1767	1856	1572	1767	0	1581	1767	1692	1678	1767	1692	1774
Q Serve(g_s), s	0.7	0.2	1.8	18.4	0.0	10.4	0.9	58.2	63.4	4.5	30.8	30.9
Cycle Q Clear(g_c), s	0.7	0.2	1.8	18.4	0.0	10.4	0.9	58.2	63.4	4.5	30.8	30.9
Prop In Lane	1.00		1.00	1.00		0.97	1.00		0.34	1.00		0.02
Lane Grp Cap(c), veh/h	107	62	52	316	0	238	280	1075	1066	184	1111	1164
V/C Ratio(X)	0.07	0.05	0.36	0.72	0.00	0.50	0.11	0.81	0.84	0.82	0.57	0.57
Avail Cap(c_a), veh/h	196	111	94	316	0	238	403	1075	1066	270	1111	1164
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	69.0	70.2	71.0	58.9	0.0	58.5	11.6	20.6	21.5	32.7	14.2	14.2
Incr Delay (d2), s/veh	0.3	0.3	4.2	7.9	0.0	1.6	0.2	6.7	8.2	12.1	2.1	2.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	0.1	0.8	8.8	0.0	4.2	0.3	23.0	25.1	4.1	11.5	12.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	69.3	70.5	75.1	66.8	0.0	60.2	11.8	27.3	29.8	44.7	16.3	16.2
LnGrp LOS	E	E	E	E	A	E	B	C	C	D	B	B
Approach Vol, veh/h		30			347			1803			1449	
Approach Delay, s/veh		73.1			64.5			28.3			19.2	
Approach LOS		E			E			C			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	12.7	101.3	25.0	11.0	9.6	104.4	7.4	28.6				
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0				
Max Green Setting (Gmax), s	14.0	84.0	19.0	9.0	14.0	84.0	9.0	19.0				
Max Q Clear Time (g_c+I1), s	6.5	65.4	20.4	3.8	2.9	32.9	2.7	12.4				
Green Ext Time (p_c), s	0.3	9.0	0.0	0.0	0.0	6.6	0.0	0.2				
Intersection Summary												
HCM 6th Ctrl Delay				28.5								
HCM 6th LOS				C								

Intersection												
Int Delay, s/veh	0.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔	↔		↔	↔		↔	↔		↔	↔	
Traffic Vol, veh/h	6	1	31	20	1	22	25	1482	15	9	1351	15
Future Vol, veh/h	6	1	31	20	1	22	25	1482	15	9	1351	15
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	125	-	-	125	-	-	100	-	-	100	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	3	3	3	3	3	3	3	8	3	3	8	3
Mvmt Flow	6	1	32	21	1	23	26	1544	16	9	1407	16

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	2258	3045	712	2326	3045	780	1423	0	0	1560	0	0
Stage 1	1433	1433	-	1604	1604	-	-	-	-	-	-	-
Stage 2	825	1612	-	722	1441	-	-	-	-	-	-	-
Critical Hdwy	7.56	6.56	6.96	7.56	6.56	6.96	4.16	-	-	4.16	-	-
Critical Hdwy Stg 1	6.56	5.56	-	6.56	5.56	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.56	5.56	-	6.56	5.56	-	-	-	-	-	-	-
Follow-up Hdwy	3.53	4.03	3.33	3.53	4.03	3.33	2.23	-	-	2.23	-	-
Pot Cap-1 Maneuver	*53	*5	373	*40	*5	*465	469	-	-	*694	-	-
Stage 1	*139	*196	-	*438	*384	-	-	-	-	-	-	-
Stage 2	*438	*384	-	*382	*194	-	-	-	-	-	-	-
Platoon blocked, %	1	1		1	1	1		-	-	1	-	-
Mov Cap-1 Maneuver	*47	*4	373	*34	*4	*465	469	-	-	*694	-	-
Mov Cap-2 Maneuver	*104	*116	-	*179	*105	-	-	-	-	-	-	-
Stage 1	*131	*193	-	*414	*363	-	-	-	-	-	-	-
Stage 2	*392	*363	-	*343	*191	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	20.4		20.6		0.2		0.1	
HCM LOS	C		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	469	-	-	104	349	179	405	* 694	-	-
HCM Lane V/C Ratio	0.056	-	-	0.06	0.096	0.116	0.059	0.014	-	-
HCM Control Delay (s)	13.1	-	-	41.8	16.4	27.7	14.4	10.3	-	-
HCM Lane LOS	B	-	-	E	C	D	B	B	-	-
HCM 95th %tile Q(veh)	0.2	-	-	0.2	0.3	0.4	0.2	0	-	-

Notes
 ~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection

Int Delay, s/veh	0.4					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	57	1	3	61	1	2
Future Vol, veh/h	57	1	3	61	1	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	79	79	79	79	79	79
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	72	1	4	77	1	3

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	73	0	158
Stage 1	-	-	-	-	73
Stage 2	-	-	-	-	85
Critical Hdwy	-	-	4.13	-	6.43
Critical Hdwy Stg 1	-	-	-	-	5.43
Critical Hdwy Stg 2	-	-	-	-	5.43
Follow-up Hdwy	-	-	2.227	-	3.527
Pot Cap-1 Maneuver	-	-	1520	-	831
Stage 1	-	-	-	-	947
Stage 2	-	-	-	-	936
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1520	-	829
Mov Cap-2 Maneuver	-	-	-	-	829
Stage 1	-	-	-	-	947
Stage 2	-	-	-	-	933

Approach	EB	WB	NB
HCM Control Delay, s	0	0.3	8.9
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	927	-	-	1520	-
HCM Lane V/C Ratio	0.004	-	-	0.002	-
HCM Control Delay (s)	8.9	-	-	7.4	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-

Intersection												
Int Delay, s/veh	2.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Vol, veh/h	6	8	9	21	4	19	13	112	29	15	85	6
Future Vol, veh/h	6	8	9	21	4	19	13	112	29	15	85	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	6	8	9	22	4	20	14	117	30	16	89	6

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	296	299	92	293	287	132	95	0	0	147	0	0
Stage 1	124	124	-	160	160	-	-	-	-	-	-	-
Stage 2	172	175	-	133	127	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.13	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.527	4.027	3.327	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	654	611	963	657	621	915	1493	-	-	1429	-	-
Stage 1	878	791	-	840	764	-	-	-	-	-	-	-
Stage 2	828	752	-	868	789	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	626	598	963	633	607	915	1493	-	-	1429	-	-
Mov Cap-2 Maneuver	626	598	-	633	607	-	-	-	-	-	-	-
Stage 1	869	782	-	832	756	-	-	-	-	-	-	-
Stage 2	798	744	-	840	780	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	10.2		10.3		0.6		1.1	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1493	-	-	712	727	1429	-
HCM Lane V/C Ratio	0.009	-	-	0.034	0.063	0.011	-
HCM Control Delay (s)	7.4	0	-	10.2	10.3	7.5	0
HCM Lane LOS	A	A	-	B	B	A	A
HCM 95th %tile Q(veh)	0	-	-	0.1	0.2	0	-

Intersection												
Int Delay, s/veh	0.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	8	1	1	2	1	2	4	145	1	3	110	3
Future Vol, veh/h	8	1	1	2	1	2	4	145	1	3	110	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	9	1	1	2	1	2	4	158	1	3	120	3

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	296	295	122	296	296	159	123	0	0	159	0	0
Stage 1	128	128	-	167	167	-	-	-	-	-	-	-
Stage 2	168	167	-	129	129	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.13	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.527	4.027	3.327	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	654	615	926	654	614	884	1458	-	-	1414	-	-
Stage 1	873	788	-	833	758	-	-	-	-	-	-	-
Stage 2	832	758	-	872	787	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	649	612	926	650	611	884	1458	-	-	1414	-	-
Mov Cap-2 Maneuver	649	612	-	650	611	-	-	-	-	-	-	-
Stage 1	870	786	-	831	756	-	-	-	-	-	-	-
Stage 2	826	756	-	868	785	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	10.5		10.1		0.2		0.2	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1458	-	-	665	717	1414	-
HCM Lane V/C Ratio	0.003	-	-	0.016	0.008	0.002	-
HCM Control Delay (s)	7.5	0	-	10.5	10.1	7.6	0
HCM Lane LOS	A	A	-	B	B	A	A
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-

Intersection												
Int Delay, s/veh	2.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	17	3	17	3	2	3	21	132	4	4	89	18
Future Vol, veh/h	17	3	17	3	2	3	21	132	4	4	89	18
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	18	3	18	3	2	3	22	139	4	4	94	19

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	300	299	104	307	306	141	113	0	0	143	0	0
Stage 1	112	112	-	185	185	-	-	-	-	-	-	-
Stage 2	188	187	-	122	121	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.23	7.13	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.527	4.027	3.327	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	650	611	948	643	606	904	1470	-	-	1434	-	-
Stage 1	891	801	-	814	745	-	-	-	-	-	-	-
Stage 2	811	743	-	880	794	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	636	599	948	619	594	904	1470	-	-	1434	-	-
Mov Cap-2 Maneuver	636	599	-	619	594	-	-	-	-	-	-	-
Stage 1	877	799	-	801	733	-	-	-	-	-	-	-
Stage 2	793	731	-	857	792	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	10.1		10.3		1		0.3	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1470	-	-	745	694	1434	-
HCM Lane V/C Ratio	0.015	-	-	0.052	0.012	0.003	-
HCM Control Delay (s)	7.5	0	-	10.1	10.3	7.5	0
HCM Lane LOS	A	A	-	B	B	A	A
HCM 95th %tile Q(veh)	0	-	-	0.2	0	0	-

Intersection						
Int Delay, s/veh	2.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	2	1	3	4	1	2
Future Vol, veh/h	2	1	3	4	1	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	80	80	80	80	80	80
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	3	1	4	5	1	3

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	12	7	0	0	9
Stage 1	7	-	-	-	-
Stage 2	5	-	-	-	-
Critical Hdwy	6.43	6.23	-	-	4.13
Critical Hdwy Stg 1	5.43	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-
Follow-up Hdwy	3.527	3.327	-	-	2.227
Pot Cap-1 Maneuver	1005	1072	-	-	1604
Stage 1	1013	-	-	-	-
Stage 2	1016	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	1004	1072	-	-	1604
Mov Cap-2 Maneuver	1004	-	-	-	-
Stage 1	1013	-	-	-	-
Stage 2	1015	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.5	0	2.4
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	1026	1604
HCM Lane V/C Ratio	-	-	0.004	0.001
HCM Control Delay (s)	-	-	8.5	7.2
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0	0

Intersection						
Int Delay, s/veh	3.9					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	1	1	3	2	2	1
Future Vol, veh/h	1	1	3	2	2	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	80	80	80	80	80	80
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	1	1	4	3	3	1

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	15	4	4	0	-	0
Stage 1	4	-	-	-	-	-
Stage 2	11	-	-	-	-	-
Critical Hdwy	6.43	6.23	4.13	-	-	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	2.227	-	-	-
Pot Cap-1 Maneuver	1001	1077	1611	-	-	-
Stage 1	1017	-	-	-	-	-
Stage 2	1009	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	999	1077	1611	-	-	-
Mov Cap-2 Maneuver	999	-	-	-	-	-
Stage 1	1015	-	-	-	-	-
Stage 2	1009	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.5	4.3	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1611	-	1037	-	-
HCM Lane V/C Ratio	0.002	-	0.002	-	-
HCM Control Delay (s)	7.2	0	8.5	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

APPENDIX C
TRIP GENERATION

Land Use: 210

Single-Family Detached Housing

Description

A single-family detached housing site includes any single-family detached home on an individual lot. A typical site surveyed is a suburban subdivision.

Specialized Land Use

Data have been submitted for several single-family detached housing developments with homes that are commonly referred to as patio homes. A patio home is a detached housing unit that is located on a small lot with little (or no) front or back yard. In some subdivisions, communal maintenance of outside grounds is provided for the patio homes. The three patio home sites total 299 dwelling units with overall weighted average trip generation rates of 5.35 vehicle trips per dwelling unit for weekday, 0.26 for the AM adjacent street peak hour, and 0.47 for the PM adjacent street peak hour. These patio home rates based on a small sample of sites are lower than those for single-family detached housing (Land Use 210), lower than those for single-family attached housing (Land Use 251), and higher than those for senior adult housing -- single-family (Land Use 251). Further analysis of this housing type will be conducted in a future edition of *Trip Generation Manual*.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

For 30 of the study sites, data on the number of residents and number of household vehicles are available. The overall averages for the 30 sites are 3.6 residents per dwelling unit and 1.5 vehicles per dwelling unit.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Arizona, California, Connecticut, Delaware, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Jersey, North Carolina, Ohio, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Vermont, Virginia, and West Virginia.

Source Numbers

100, 105, 114, 126, 157, 167, 177, 197, 207, 211, 217, 267, 275, 293, 300, 319, 320, 356, 357, 367, 384, 387, 407, 435, 522, 550, 552, 579, 598, 601, 603, 614, 637, 711, 716, 720, 728, 735, 868, 869, 903, 925, 936, 1005, 1007, 1008, 1010, 1033, 1066, 1077, 1078, 1079

**NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
TRIP GENERATION
AM PEAK HOUR**

VEHICLE TRIPS BEFORE REDUCTION									
Land Use & Data Source	Location	Independent Variable	Size	Time Period	Method Rate/Equation	Entry Split%	Exit Split%	Total	
210 - Single-Family Detached Housing	General Urban/Suburban	Dwelling Units	100	AM Peak Hour	Best Fit (LOG) $\ln(T) = 0.91\ln(X) + 0.12$	19 26%	55 74%	74	
NEW VEHICLE TRIPS									
Land Use								New Vehicle Trips	
210 - Single-Family Detached Housing						19	55	74	
RESULTS									
Site Totals						Entry	Exit	Total	
New Vehicle Trips						19	55	74	

Data Source: Trip Generation Manual, 11th Ed

**NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
TRIP GENERATION
PM PEAK HOUR**

VEHICLE TRIPS BEFORE REDUCTION									
Land Use & Data Source	Location	Independent Variable	Size	Time Period	Method Rate/Equation	Entry Split%	Exit Split%	Total	
210 - Single-Family Detached Housing	General Urban/Suburban	Dwelling Units	100	PM Peak Hour	Best Fit (LOG) $\ln(T) = 0.94\ln(X) + 0.27$	63	37	100	
NEW VEHICLE TRIPS									
Land Use									
210 - Single-Family Detached Housing						63	37	100	
RESULTS									
Site Totals						Entry	Exit	Total	
New Vehicle Trips						63	37	100	

Data Source: Trip Generation Manual, 11th Ed

**NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
TRIP GENERATION
WEEKDAY**

VEHICLE TRIPS BEFORE REDUCTION							
Land Use & Data Source	Location	Independent Variable	Size	Time Period	Method Rate/Equation	Entry Split% Exit Split%	Total
210 - Single-Family Detached Housing	General Urban/Suburban	Dwelling Units	100	Weekday	Best Fit (LOG) $\ln(T) = 0.92\ln(X) + 2.68$	505 50%	1010
NEW VEHICLE TRIPS							
Land Use						New Vehicle Trips	Total
210 - Single-Family Detached Housing						505	1010
RESULTS							
Site Totals						Entry 505	Total 1010
New Vehicle Trips						Exit 505	Total 1010

Data Source: Trip Generation Manual, 11th Ed

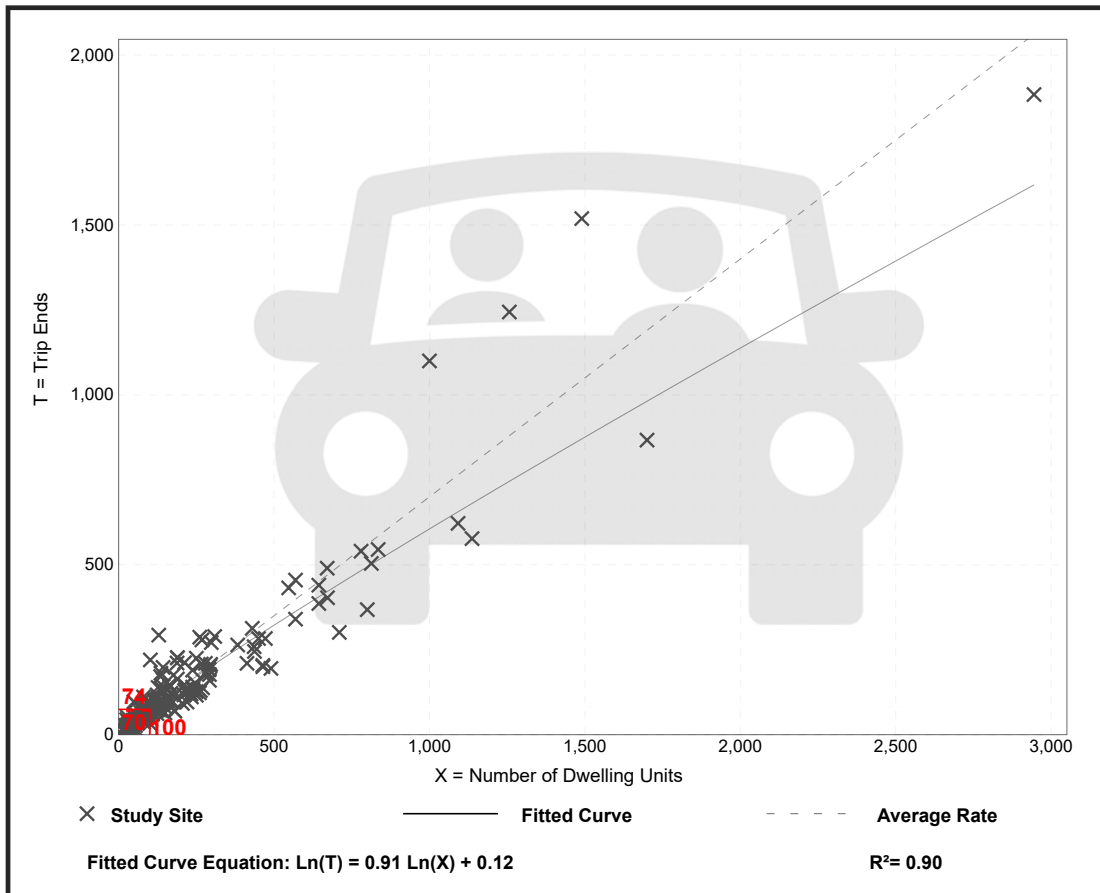
Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 192
 Avg. Num. of Dwelling Units: 226
 Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.70	0.27 - 2.27	0.24

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 208

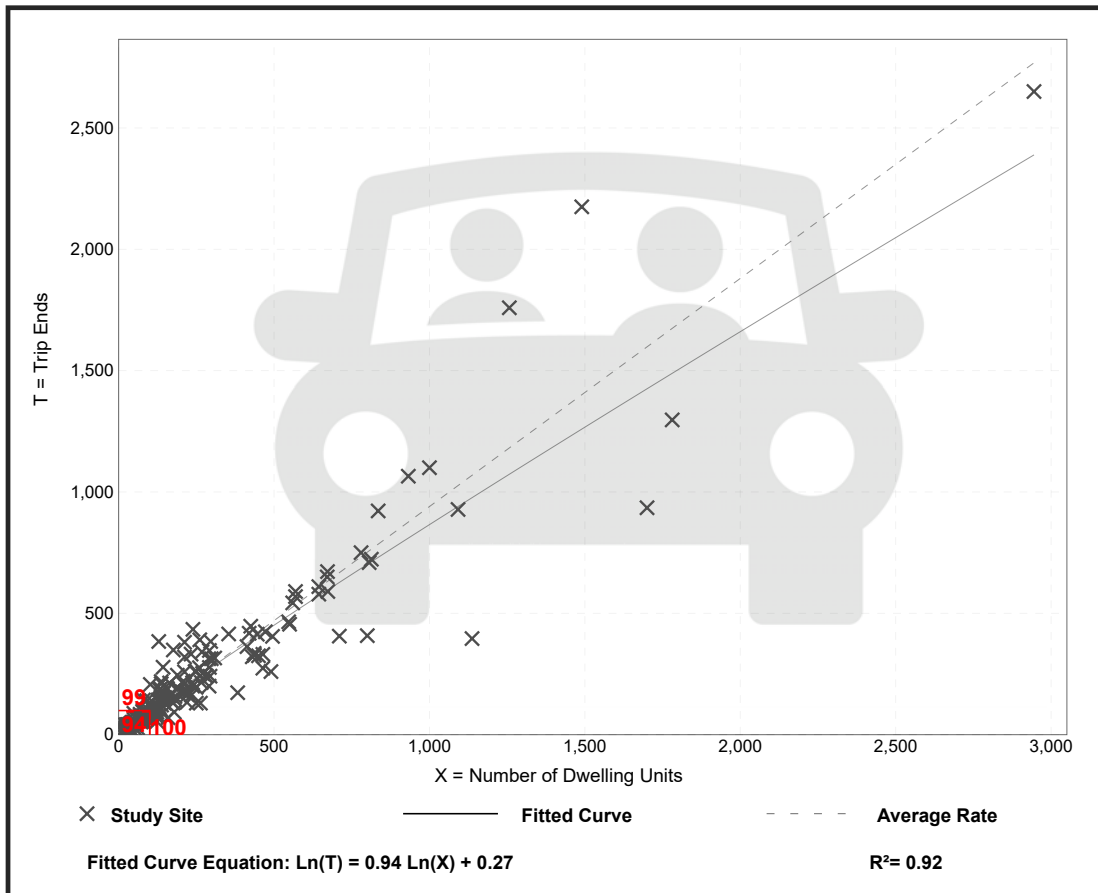
Avg. Num. of Dwelling Units: 248

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

Data Plot and Equation



Single-Family Detached Housing (210)

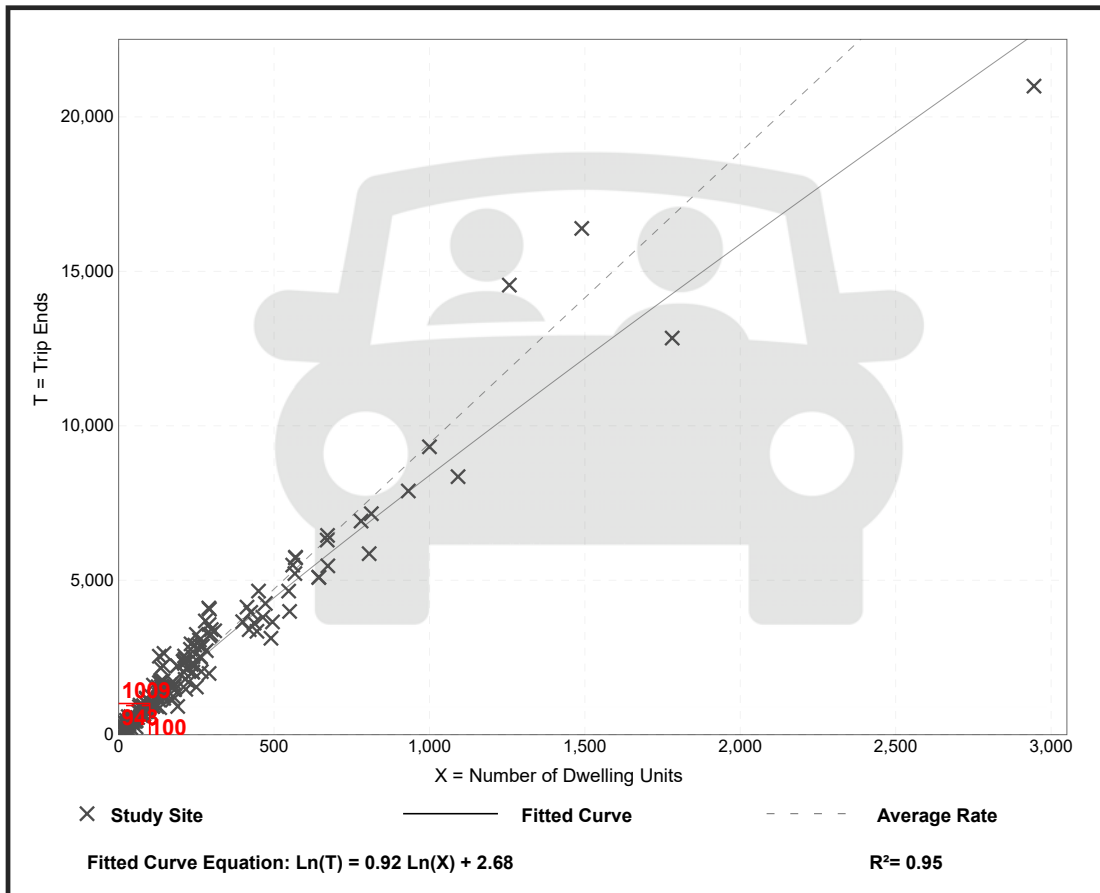
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 174
Avg. Num. of Dwelling Units: 246
Directional Distribution: 50% entering, 50% exiting

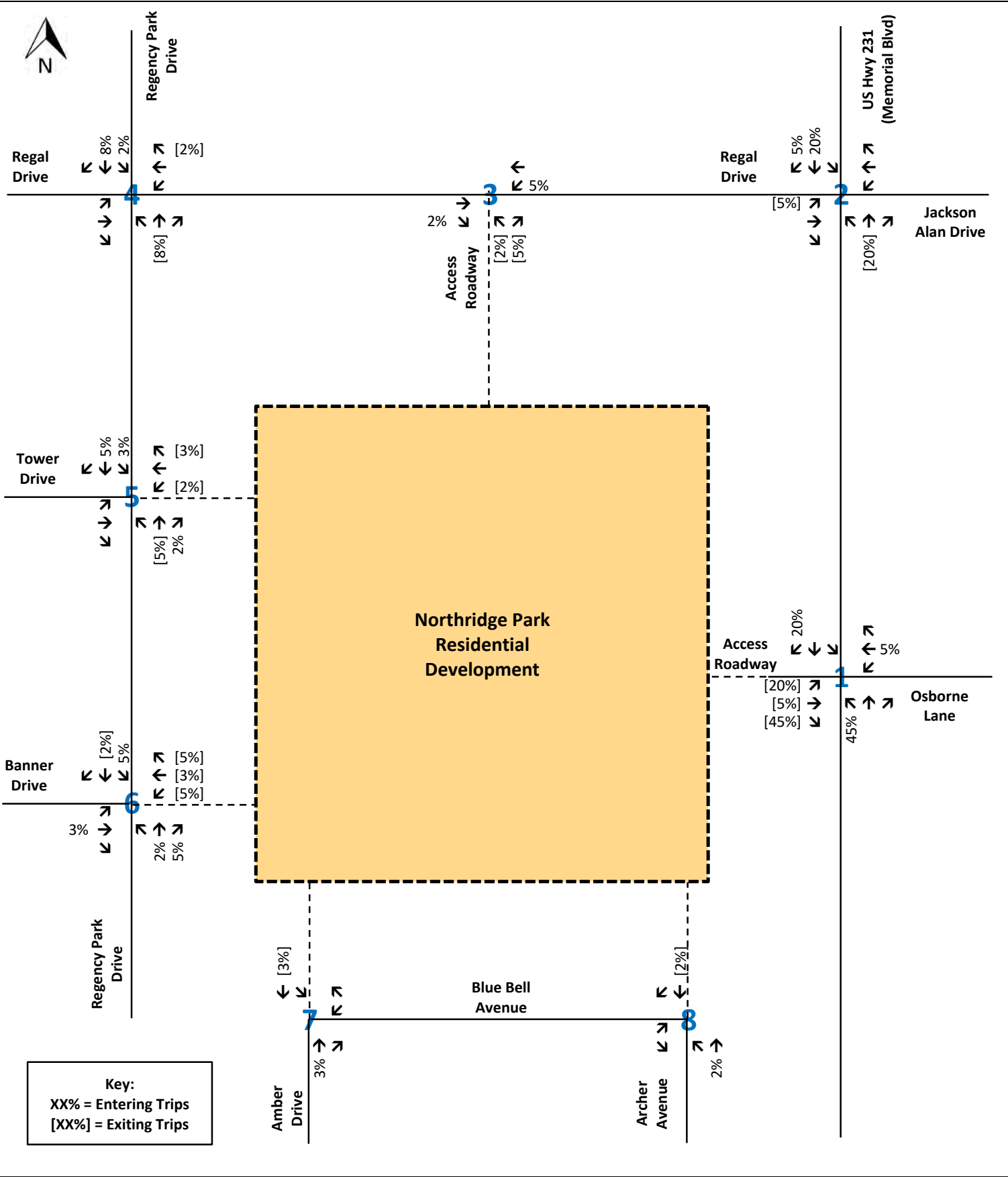
Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.43	4.45 - 22.61	2.13

Data Plot and Equation



APPENDIX D
TRIP DISTRIBUTION



Key:
 XX% = Entering Trips
 [XX%] = Exiting Trips

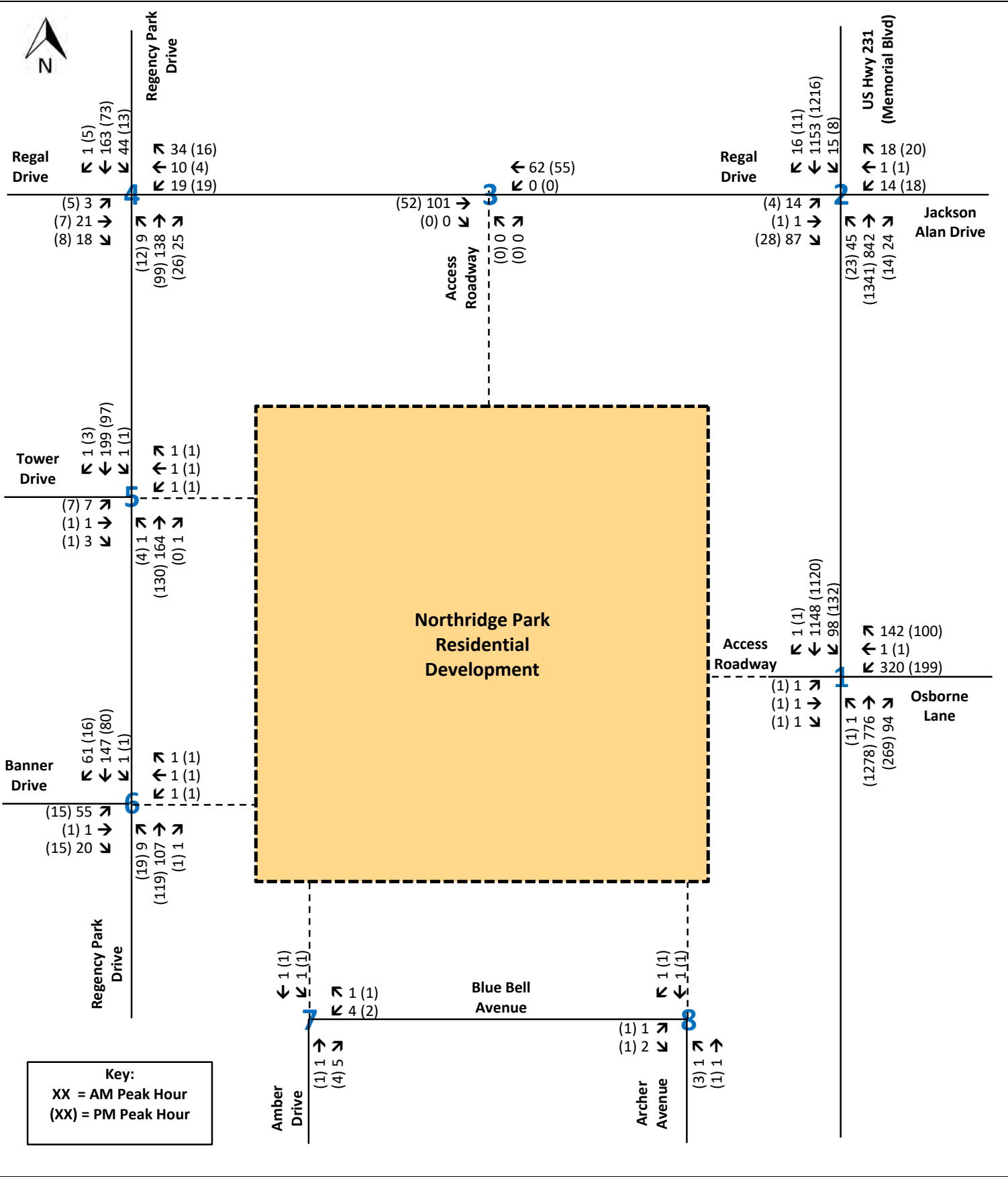
Trip Distribution Worksheet
 Trip Distribution - Northridge Development (100 Single Family Lots)
 Northridge Park
 Murfreesboro, Tennessee



APPENDIX E
TRAFFIC ASSIGNMENT

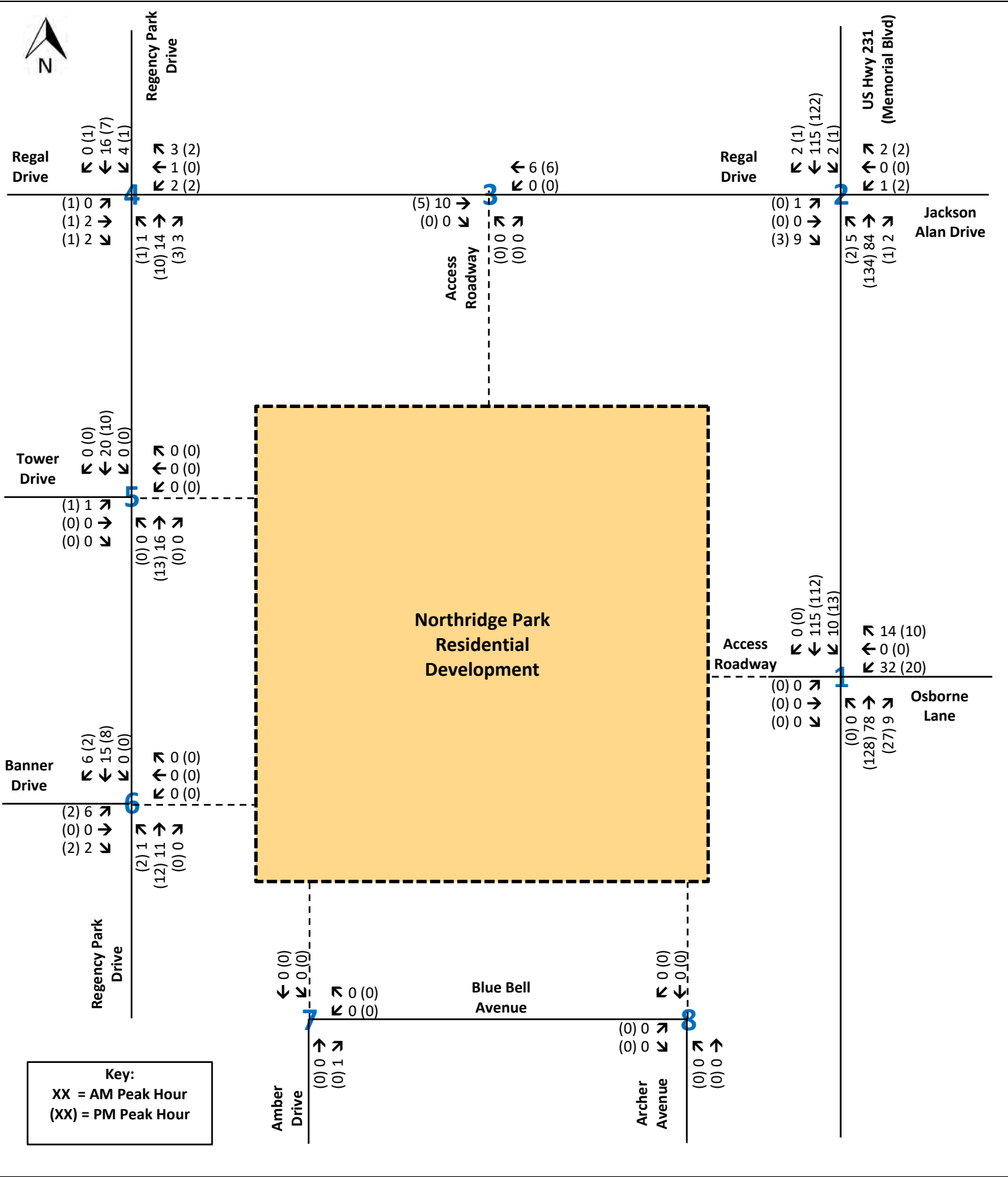
TRAFFIC ASSIGNMENT WORKSHEETS

AM & PM PEAK HOURS



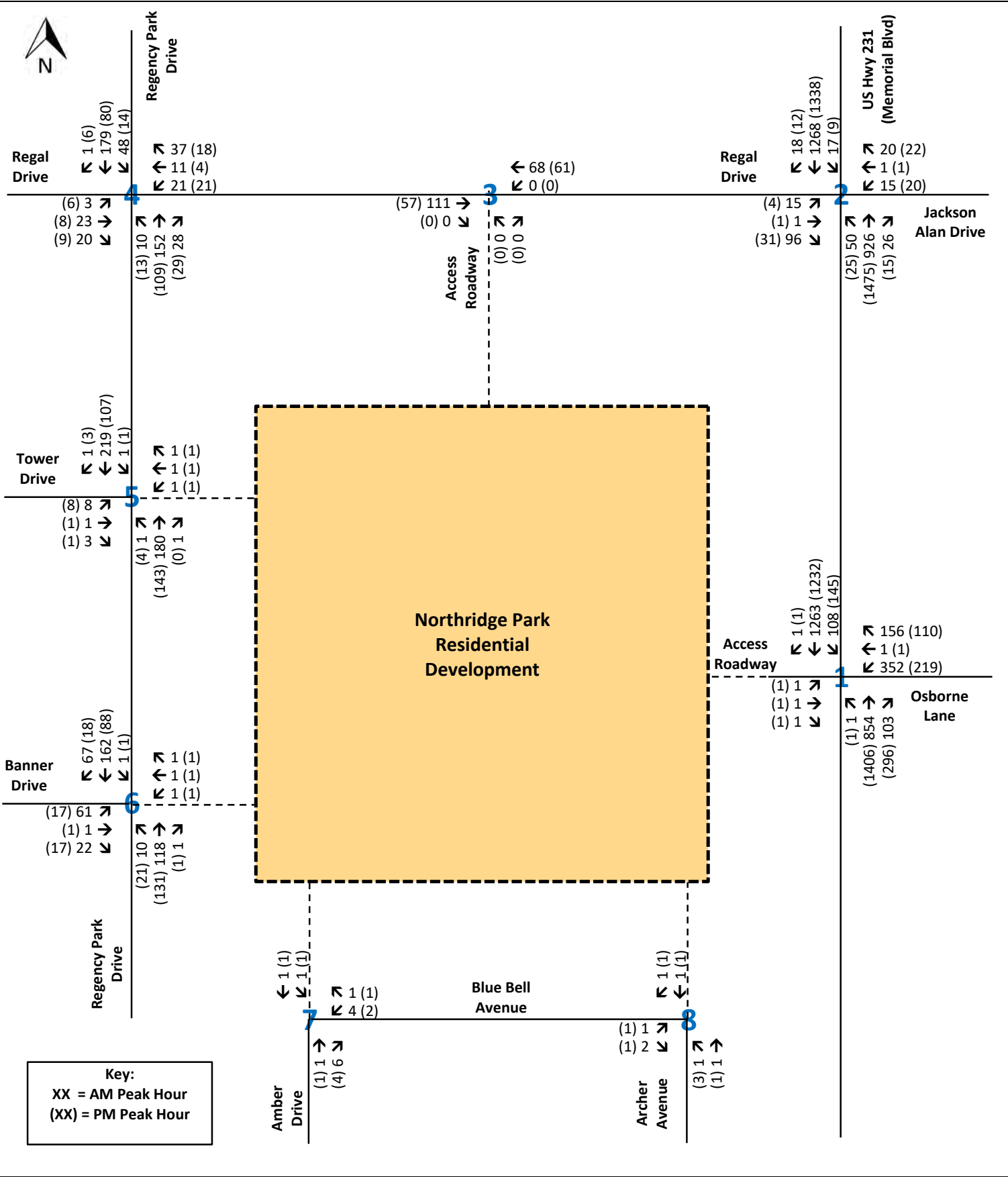
Traffic Assignment Worksheet
Existing Traffic Volumes (2022)
 Northridge Park
 Murfreesboro, Tennessee





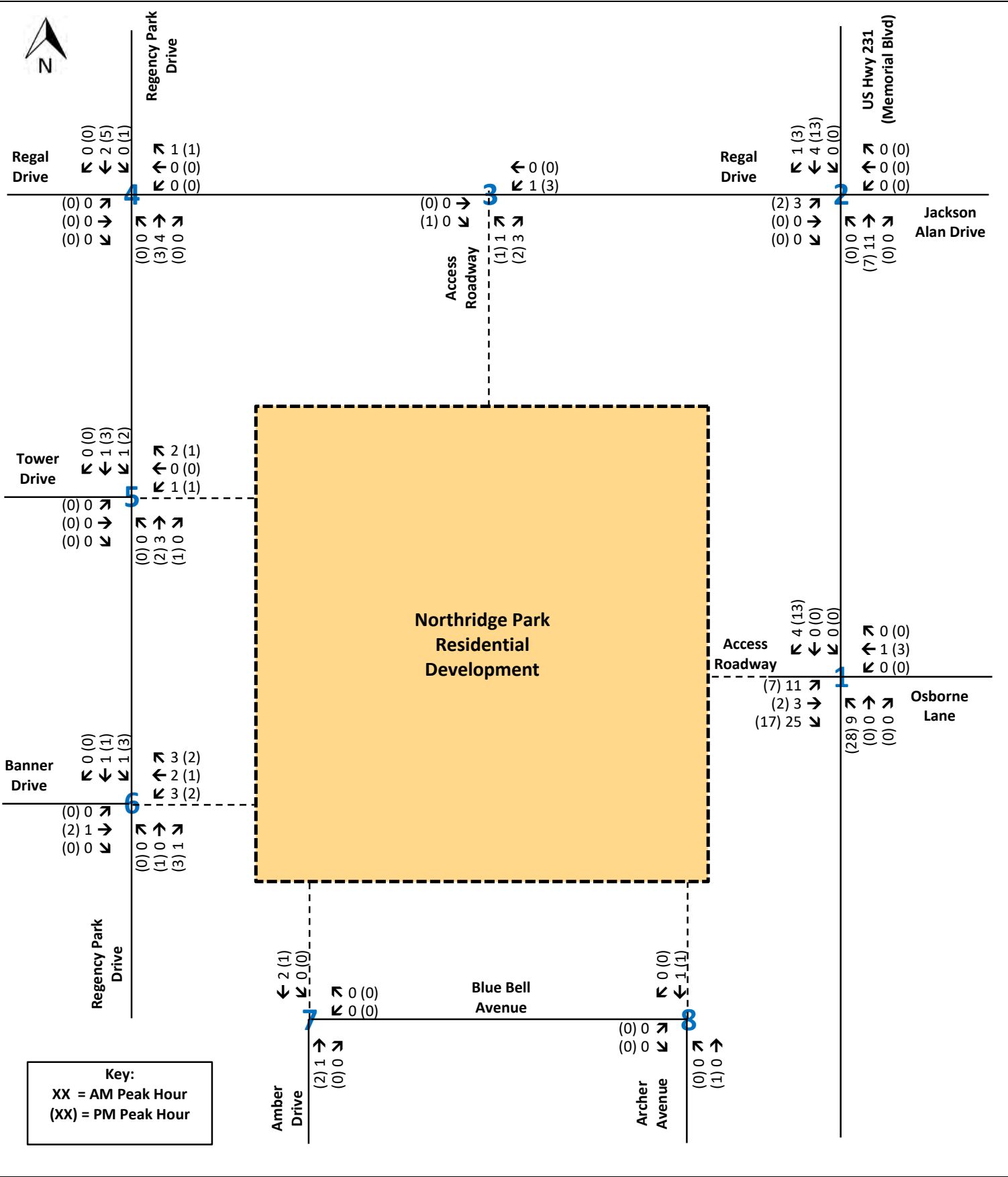
Traffic Assignment Worksheet
 Background - Historical Growth Only (2027)
 Northridge Park
 Murfreesboro, Tennessee





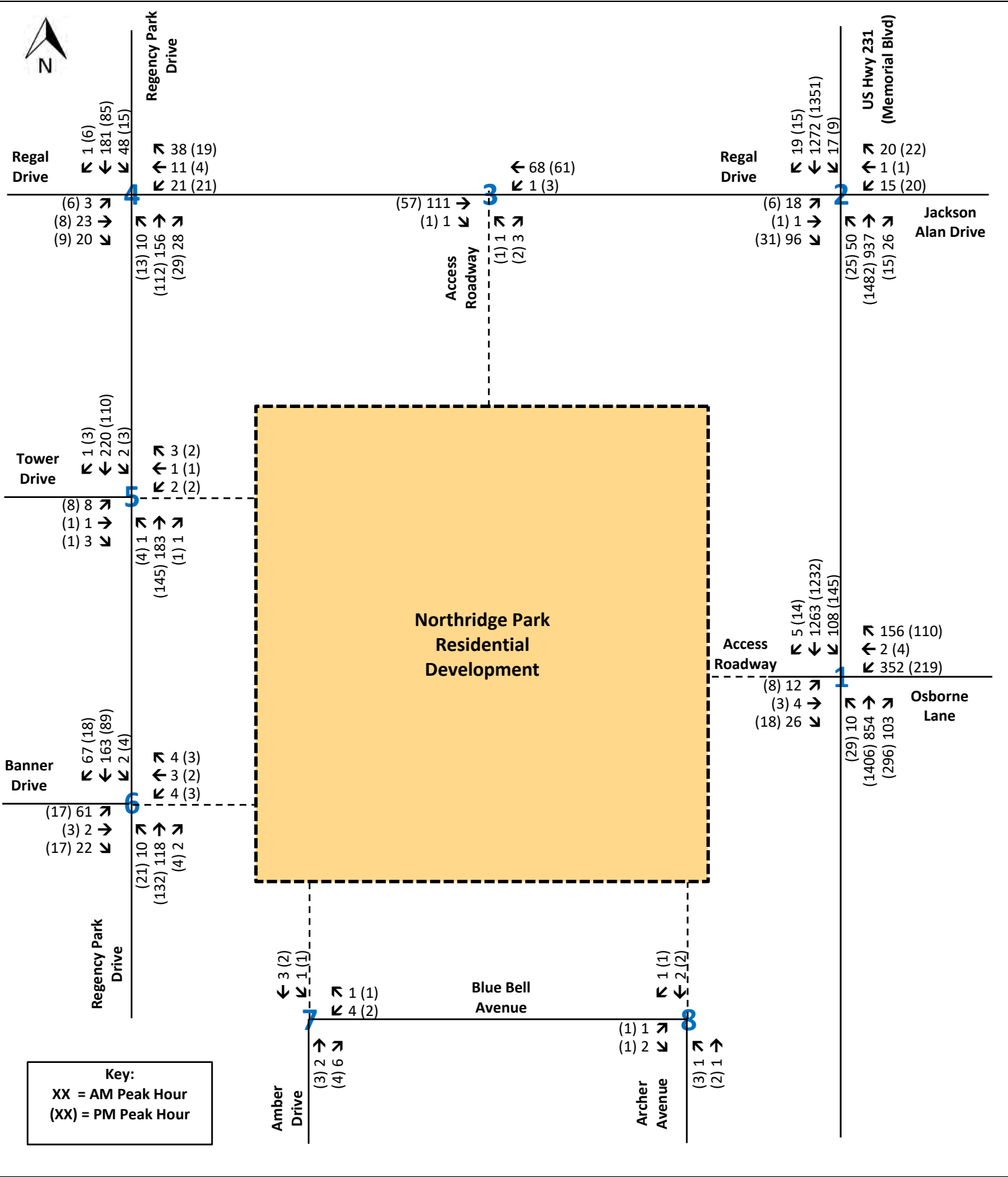
Traffic Assignment Worksheet
 Background Traffic Volumes (2027)
 Northridge Park
 Murfreesboro, Tennessee





Traffic Assignment Worksheet
 Traffic Assignment - Northridge Development (100 Single Family Lots)
 Northridge Park
 Murfreesboro, Tennessee



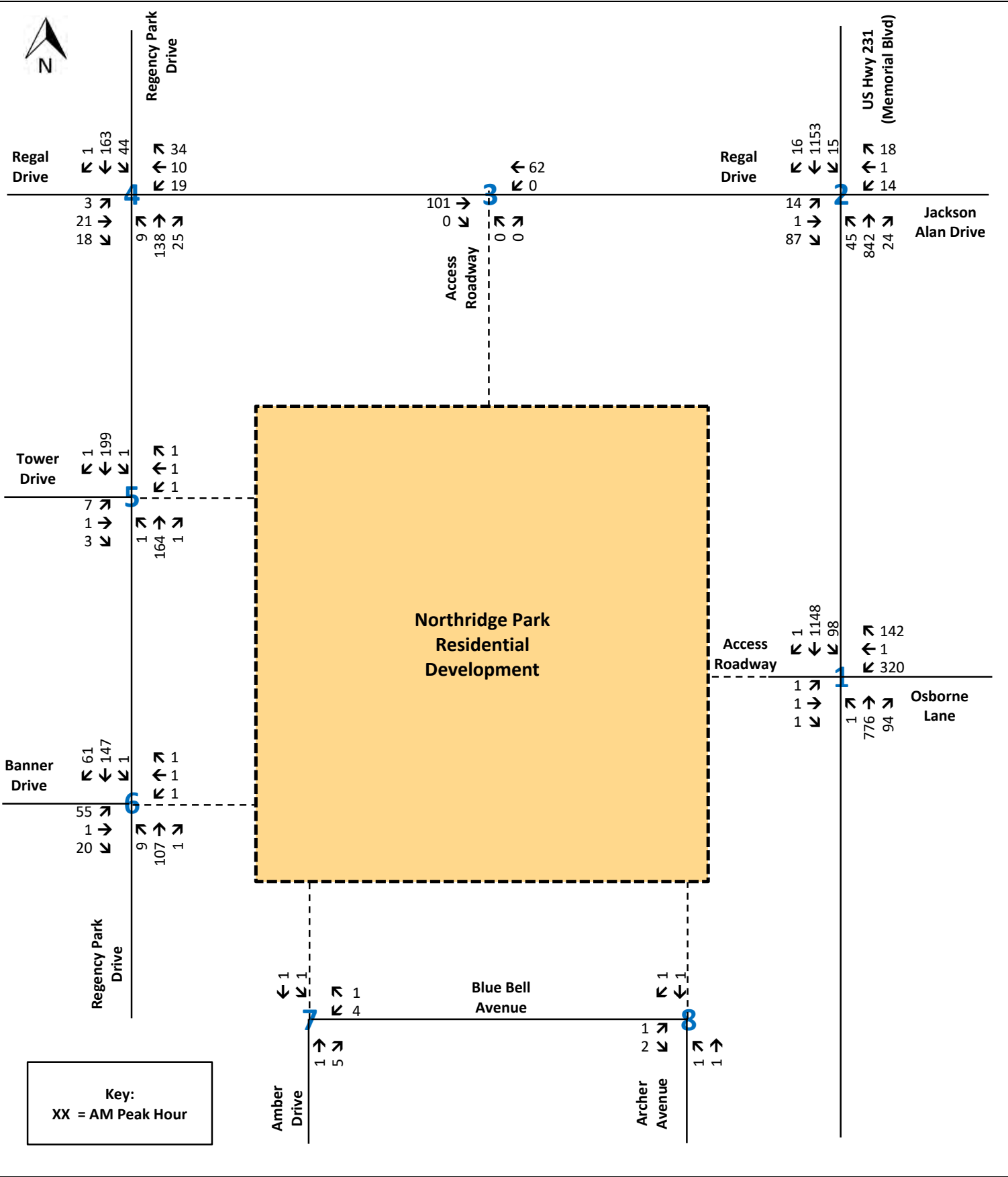


Traffic Assignment Worksheet
Total Projected Traffic at Buildout (2027)
 Northridge Park
 Murfreesboro, Tennessee



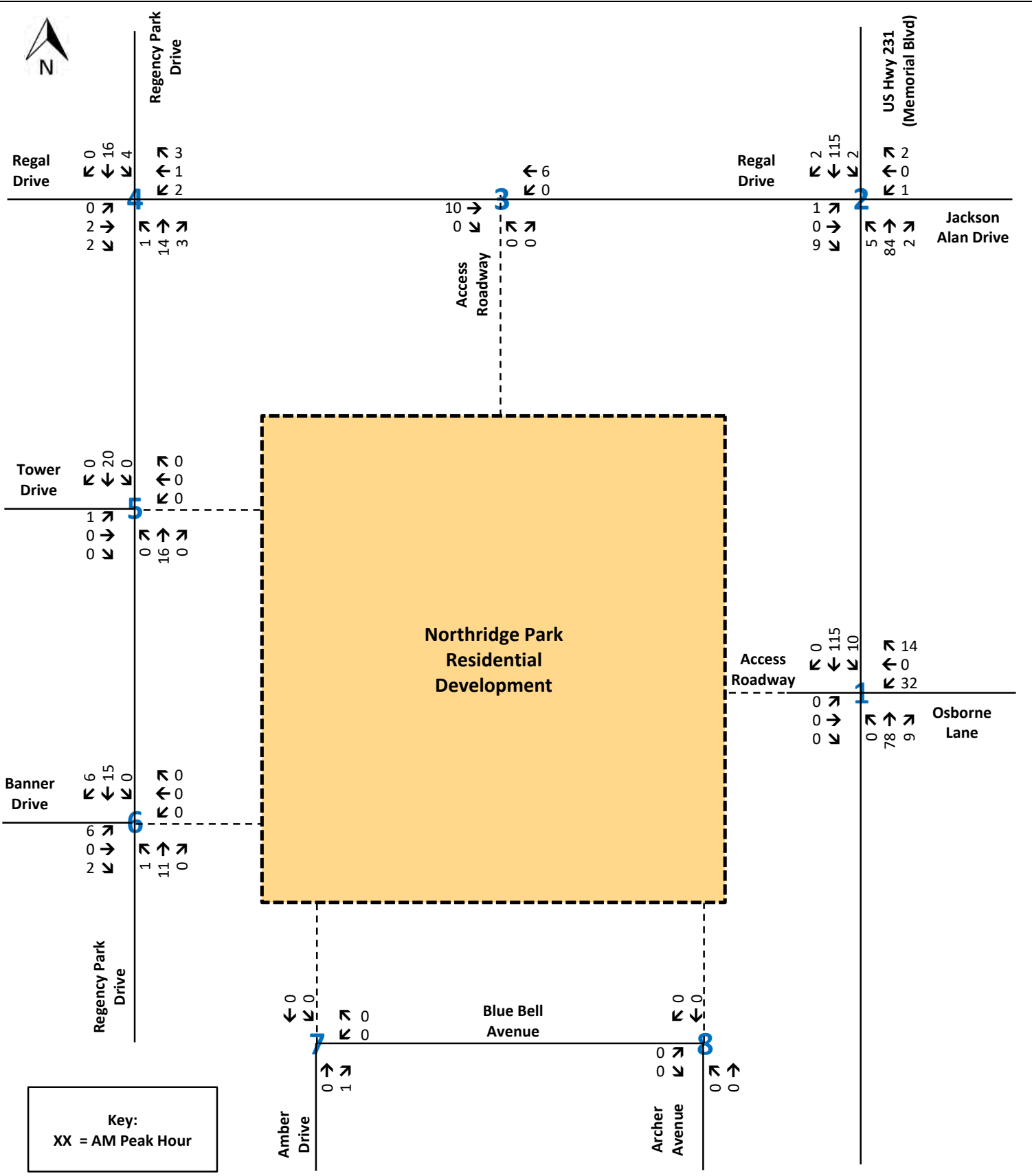
TRAFFIC ASSIGNMENT WORKSHEETS

AM PEAK HOUR



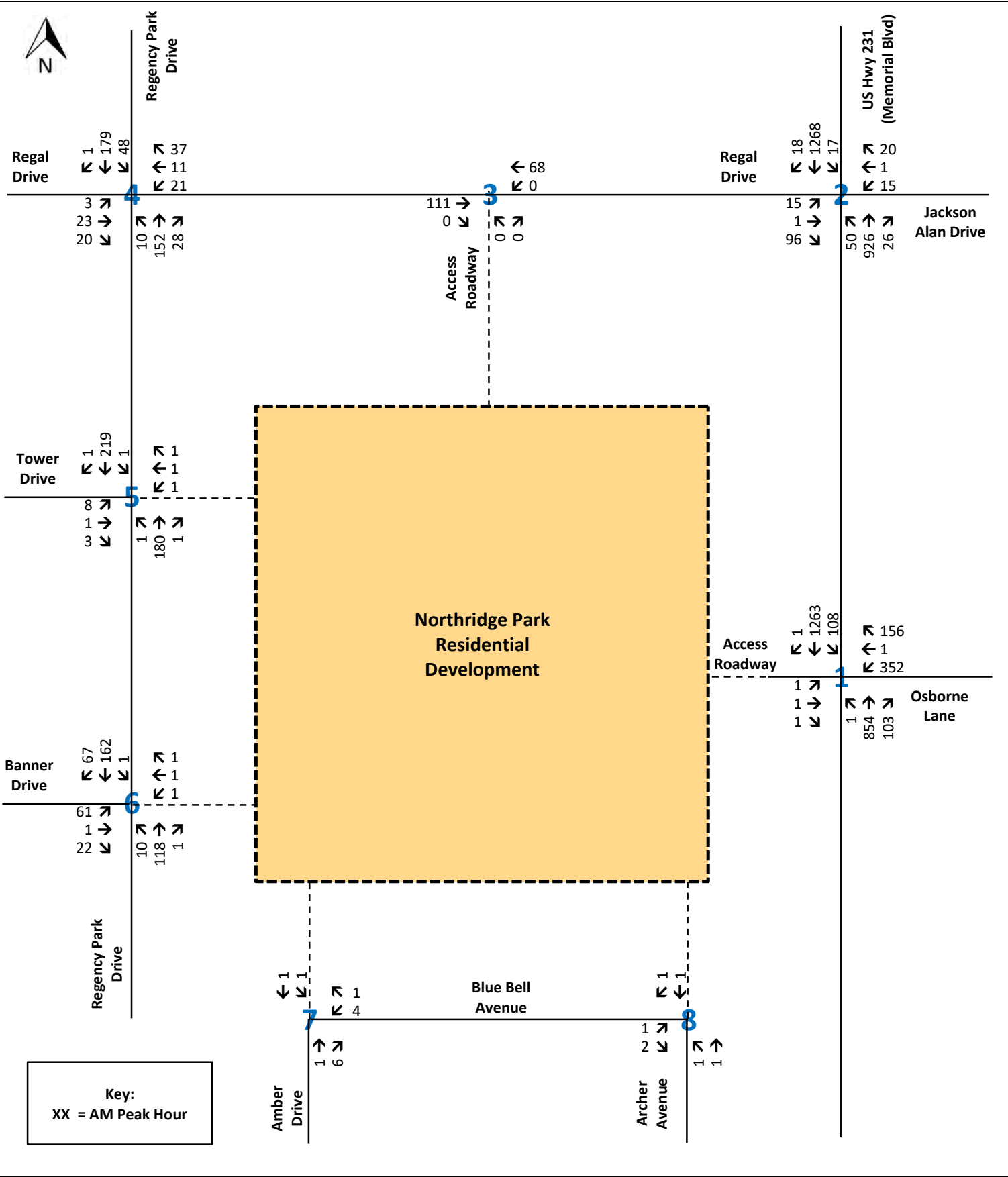
Traffic Assignment Worksheet
Existing Traffic Volumes (2022)
 Northridge Park
 Murfreesboro, Tennessee





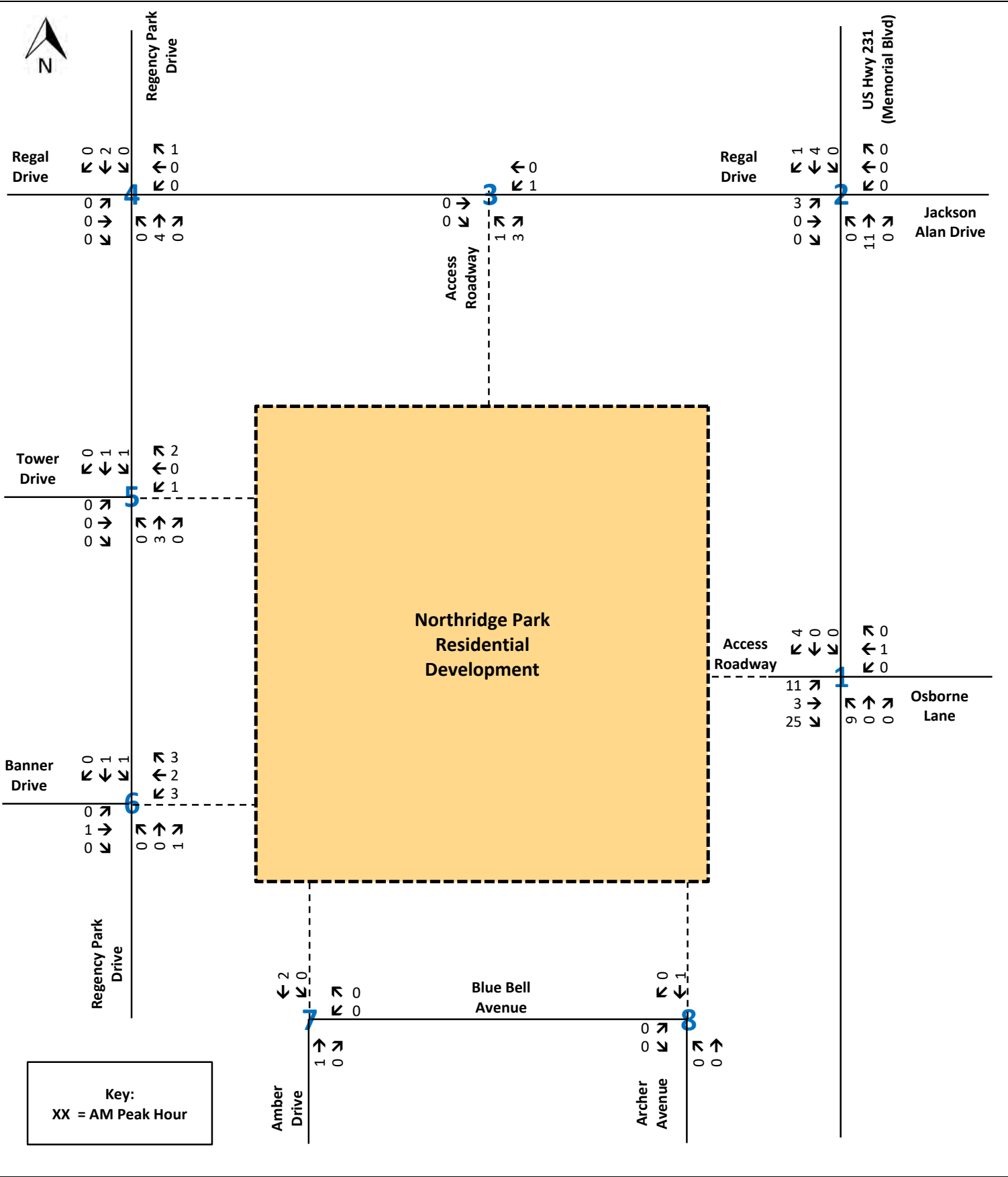
Traffic Assignment Worksheet
 Background - Historical Growth Only (2027)
 Northridge Park
 Murfreesboro, Tennessee





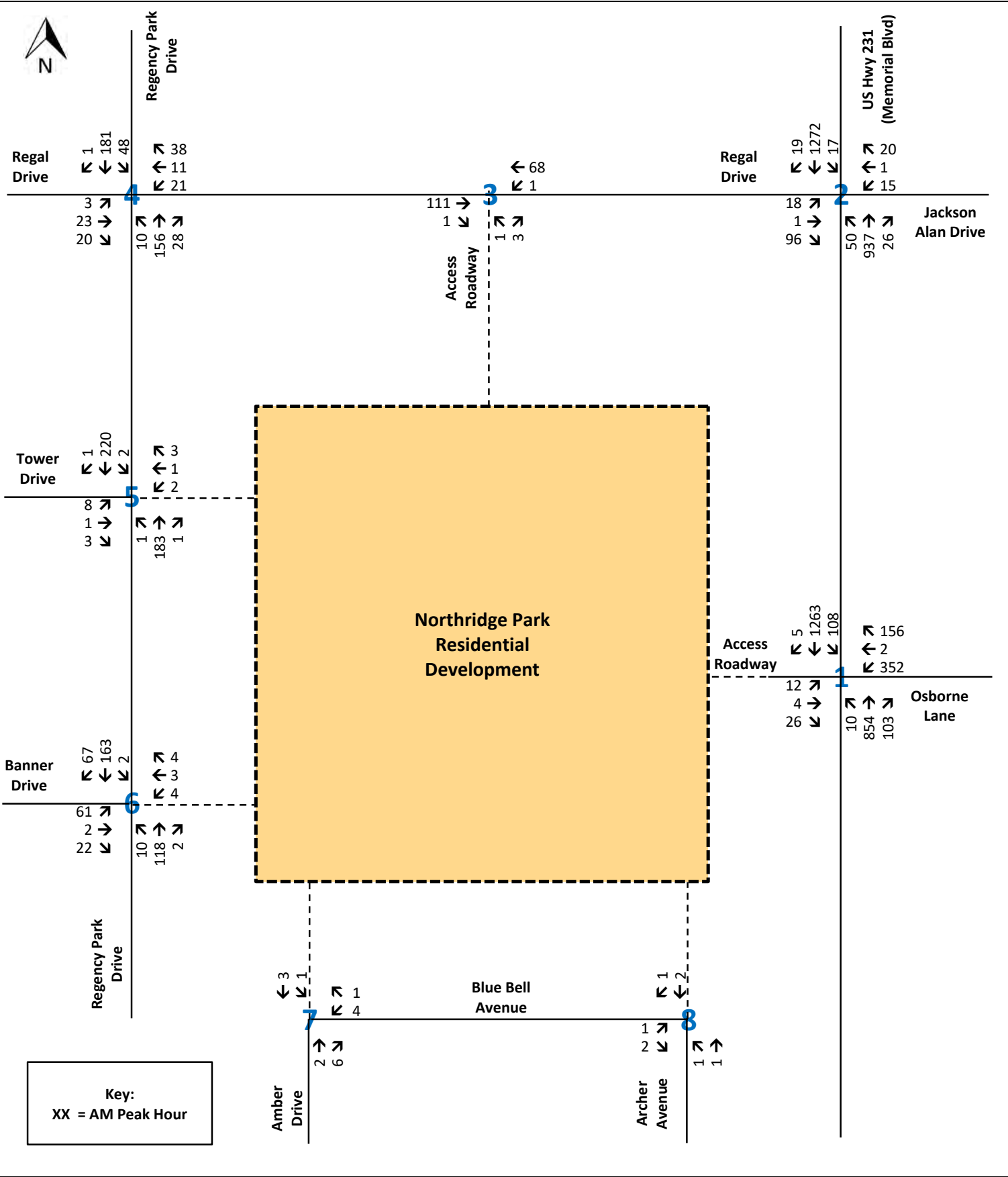
Traffic Assignment Worksheet
Background Traffic Volumes (2027)
 Northridge Park
 Murfreesboro, Tennessee





Traffic Assignment Worksheet
 Traffic Assignment - Northridge Development (100 Single Family Lots)
 Northridge Park
 Murfreesboro, Tennessee



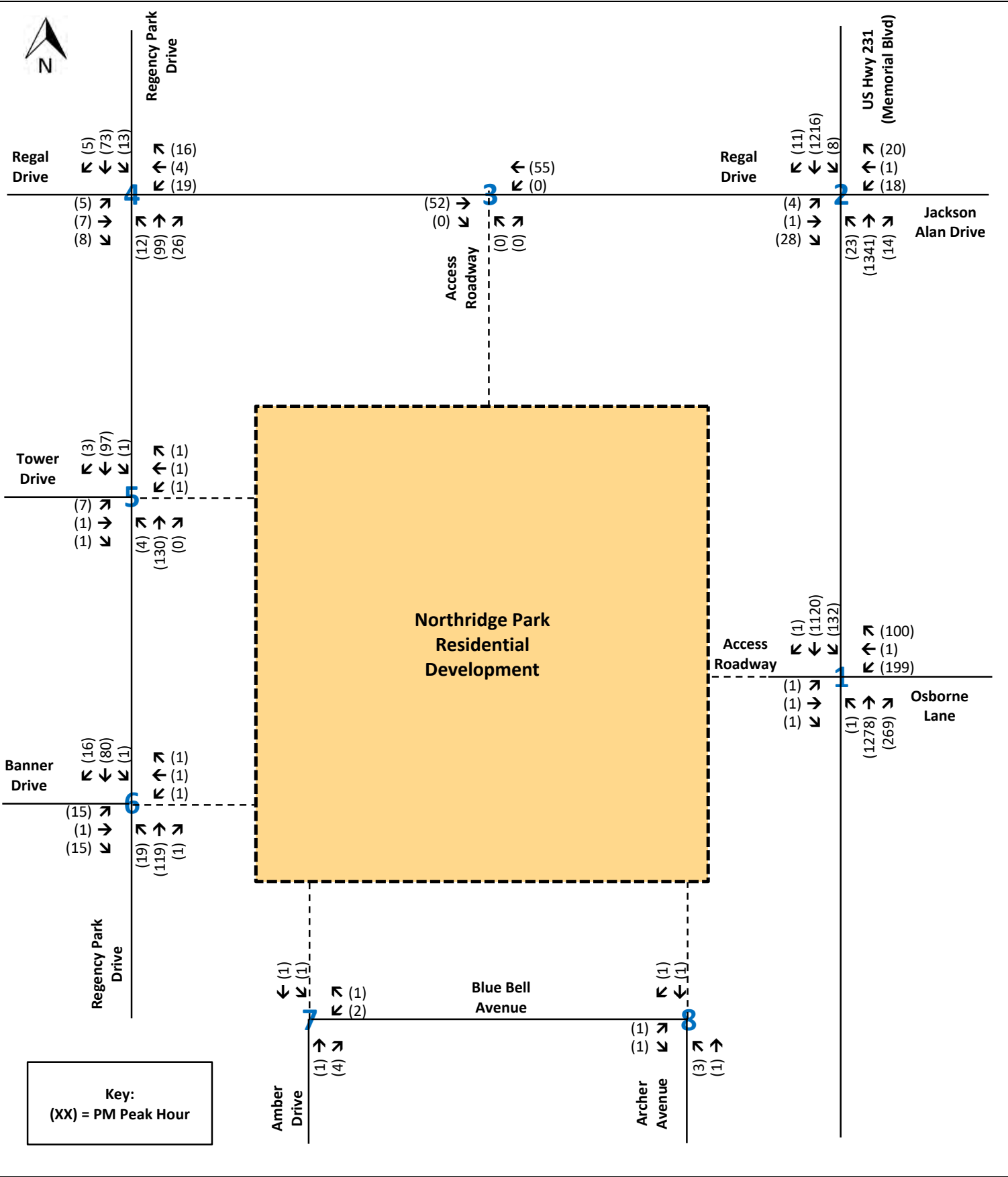


Traffic Assignment Worksheet
Total Projected Traffic at Buildout (2027)
 Northridge Park
 Murfreesboro, Tennessee



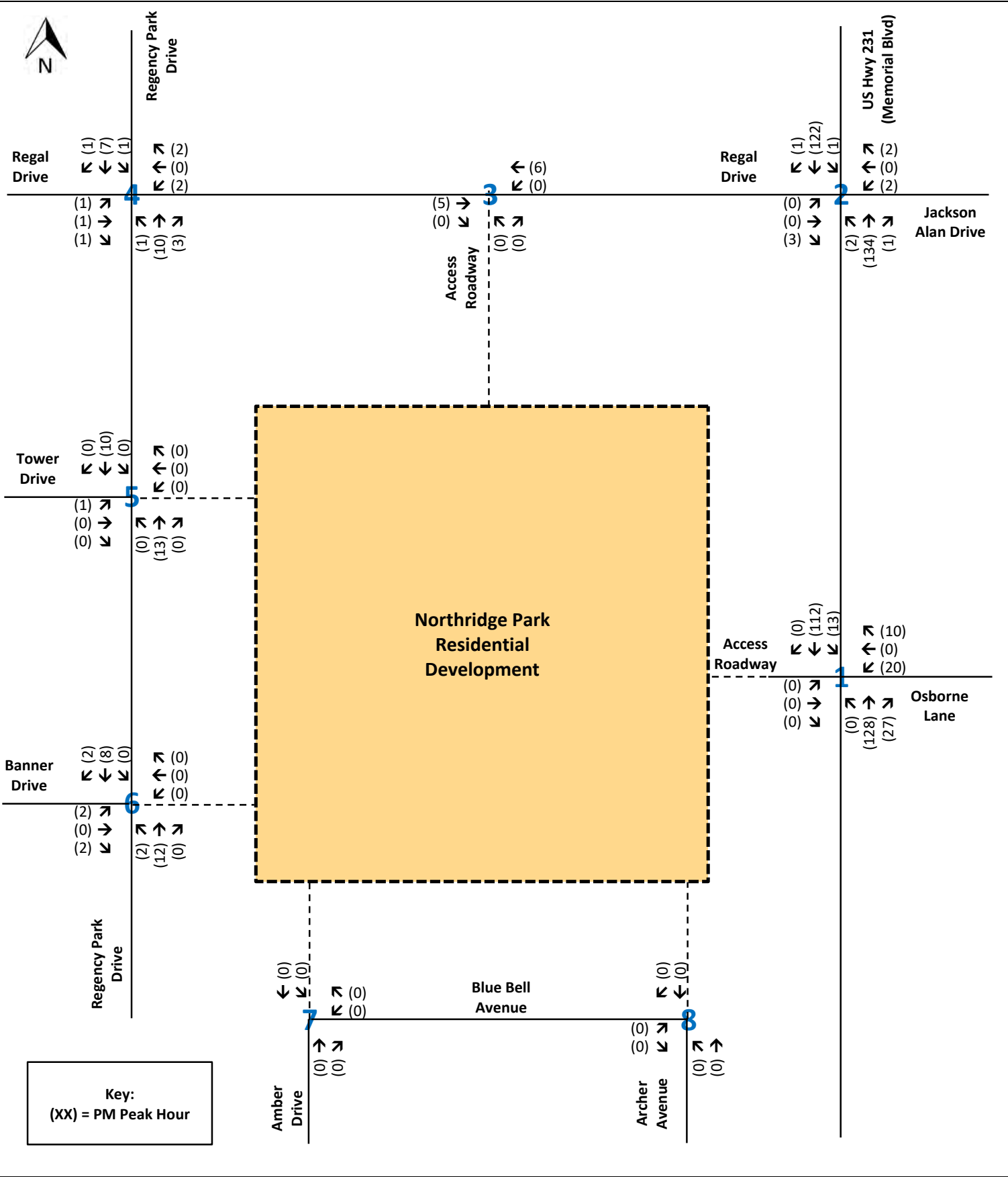
TRAFFIC ASSIGNMENT WORKSHEETS

PM PEAK HOUR



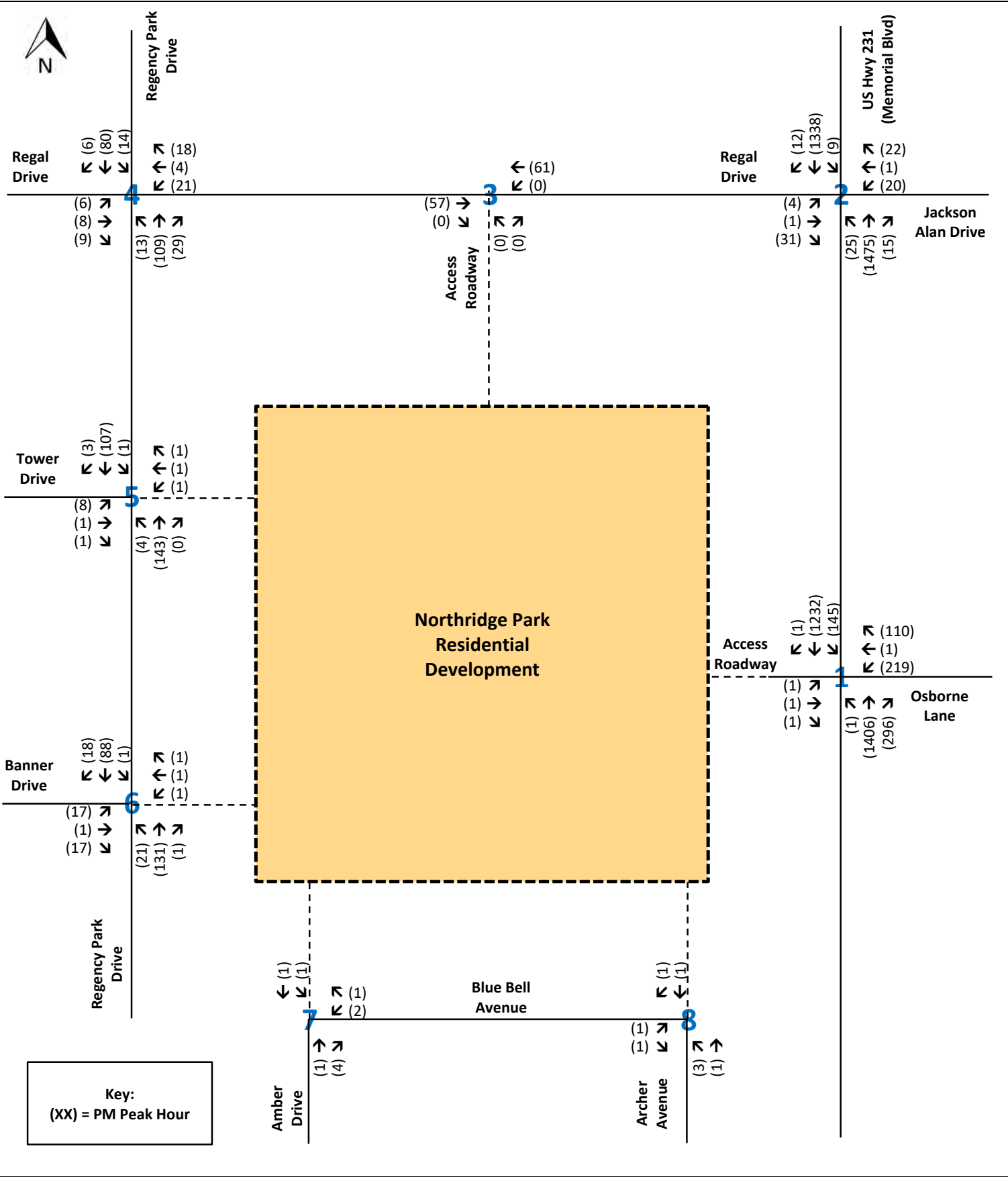
Traffic Assignment Worksheet
Existing Traffic Volumes (2022)
 Northridge Park
 Murfreesboro, Tennessee





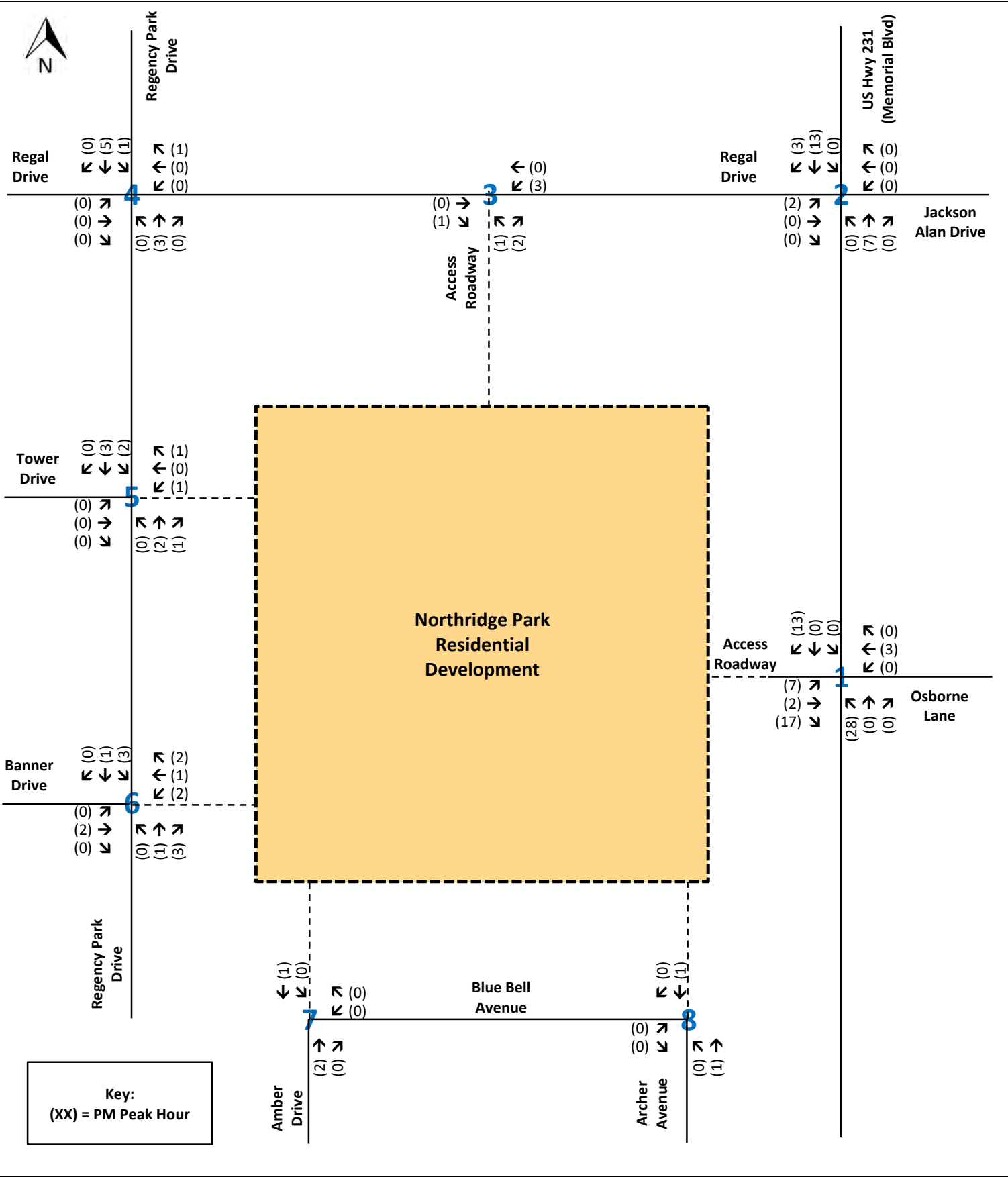
Traffic Assignment Worksheet
 Background - Historical Growth Only (2027)
 Northridge Park
 Murfreesboro, Tennessee





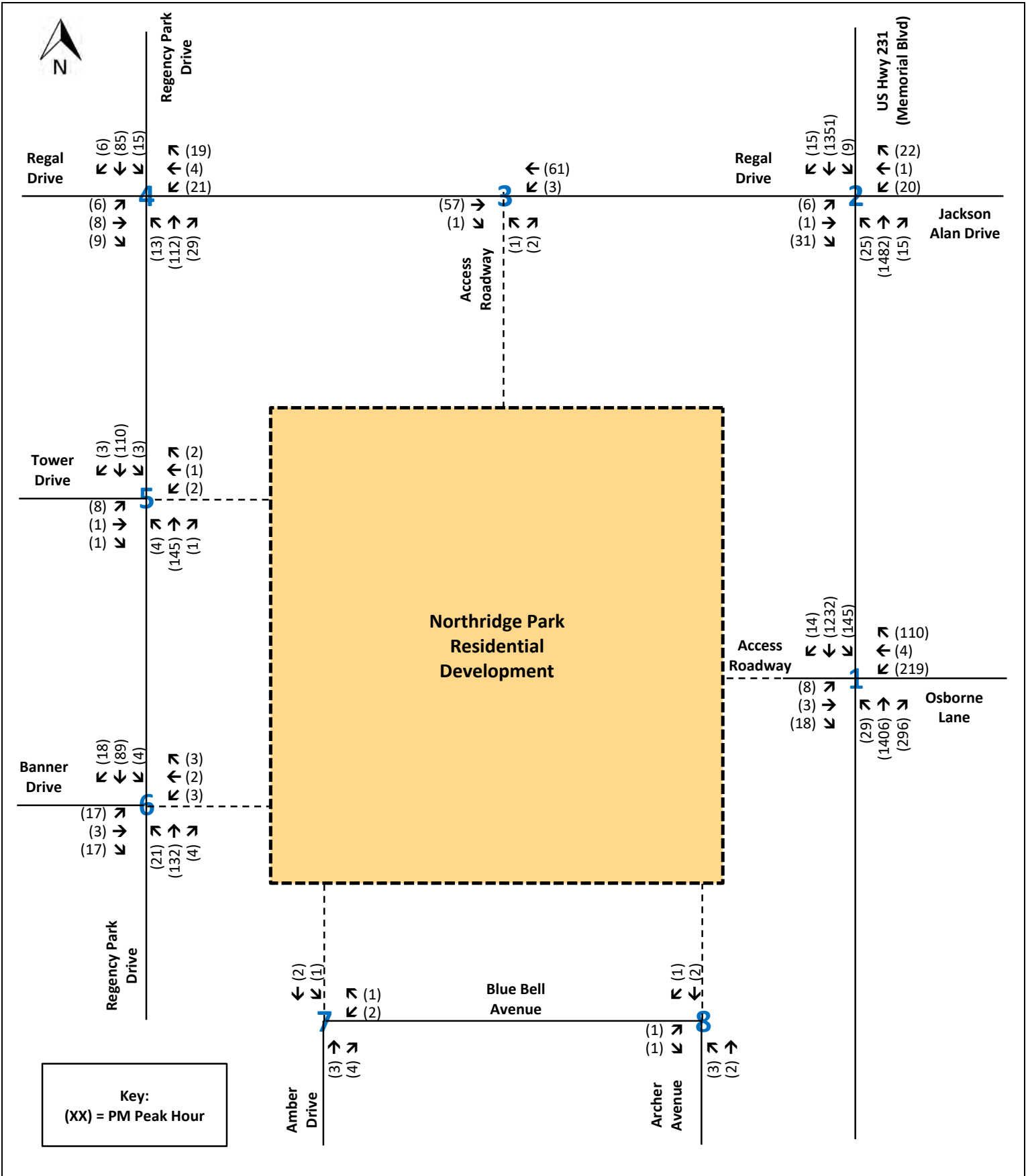
Traffic Assignment Worksheet
Background Traffic Volumes (2027)
 Northridge Park
 Murfreesboro, Tennessee





Traffic Assignment Worksheet
 Traffic Assignment - Northridge Development (100 Single Family Lots)
 Northridge Park
 Murfreesboro, Tennessee





Traffic Assignment Worksheet
Total Projected Traffic at Buildout (2027)
 Northridge Park
 Murfreesboro, Tennessee



APPENDIX F
TURN LANE
EVALUATIONS

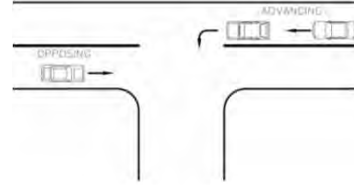
LEFT TURN LANE

WARRANTS

LEFT TURN LANE WARRANT ANALYSIS
(BASED ON HARMELINK)

LOCATION: #3 - REGAL DRIVE & ACCESS ROADWAY
 PROJECT: NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
 SPEED LIMIT: 30 MPH
 USE CHART: **40 MPH**
 SCENARIO: **2027 - PROJECTED TRAFFIC VOLUMES**
 ANALYSIS TIME PERIOD: **AM PEAK HOUR**

DEFINITION OF MOVEMENTS

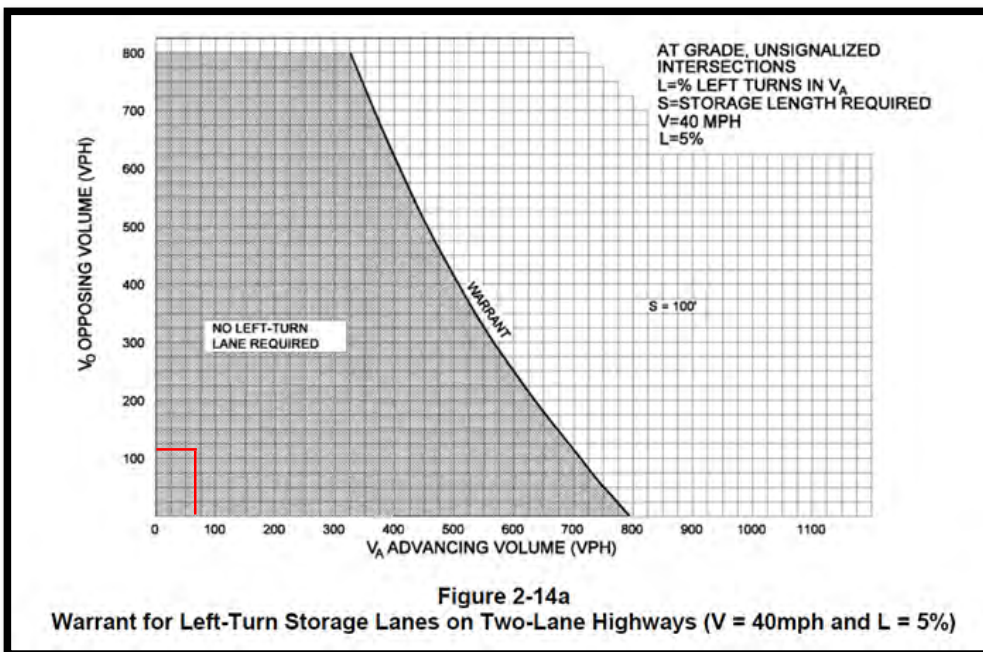


	WESTBOUND			
	LT	THRU	RT	TOTAL
ADVANCING VOLUMES	1	68		69

WB LT	LT %
1	1.4%
Use Chart For:	5%

	EASTBOUND			
	LT	THRU	RT	TOTAL
OPPOSING VOLUMES		111	1	112

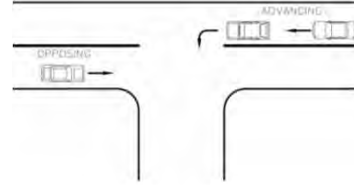
Warrant Met:	No
Storage Length:	---



LEFT TURN LANE WARRANT ANALYSIS
(BASED ON HARMELINK)

LOCATION: #3 - REGAL DRIVE & ACCESS ROADWAY
 PROJECT: NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
 SPEED LIMIT: 30 MPH
 USE CHART: **40 MPH**
 SCENARIO: **2027 - PROJECTED TRAFFIC VOLUMES**
 ANALYSIS TIME PERIOD: **PM PEAK HOUR**

DEFINITION OF MOVEMENTS

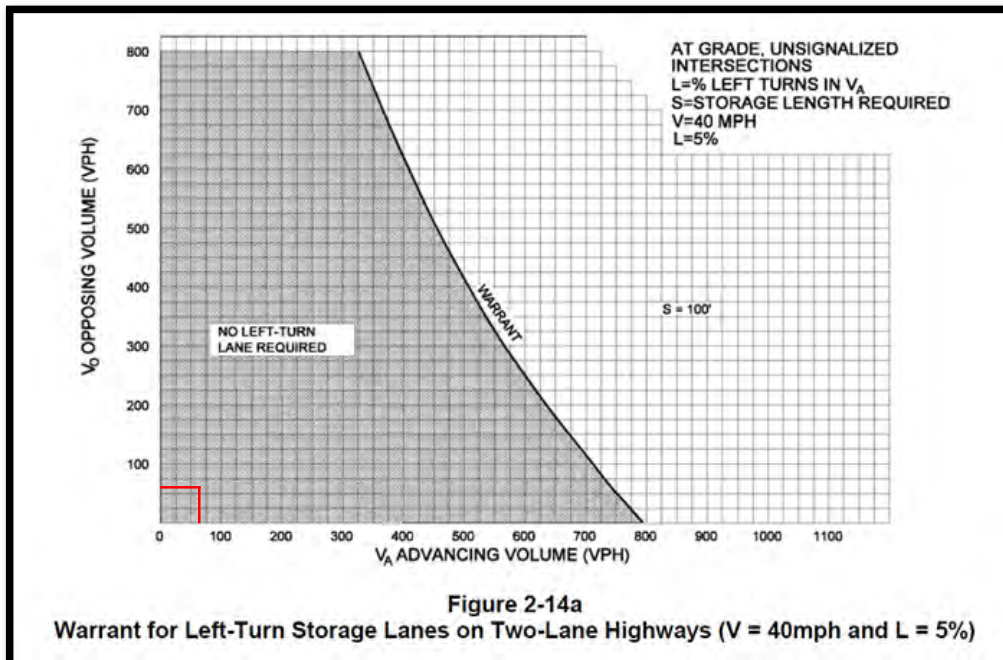


	WESTBOUND			
	LT	THRU	RT	TOTAL
ADVANCING VOLUMES	3	61		64

WB LT	LT %
3	4.7%
Use Chart For:	5%

	EASTBOUND			
	LT	THRU	RT	TOTAL
OPPOSING VOLUMES		57	1	58

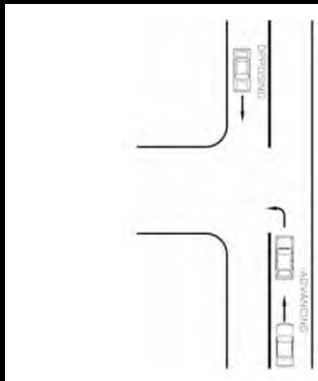
Warrant Met:	No
Storage Length:	---



LEFT TURN LANE WARRANT ANALYSIS
(BASED ON HARMELINK)

LOCATION: #4 - REGAL DRIVE & REGENCY PARK DRIVE (NB)
 PROJECT: NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
 SPEED LIMIT: 30 MPH
 USE CHART: **40 MPH**
 SCENARIO: **2027 - PROJECTED TRAFFIC VOLUMES**
 ANALYSIS TIME PERIOD: **AM PEAK HOUR**

DEFINITION OF MOVEMENTS

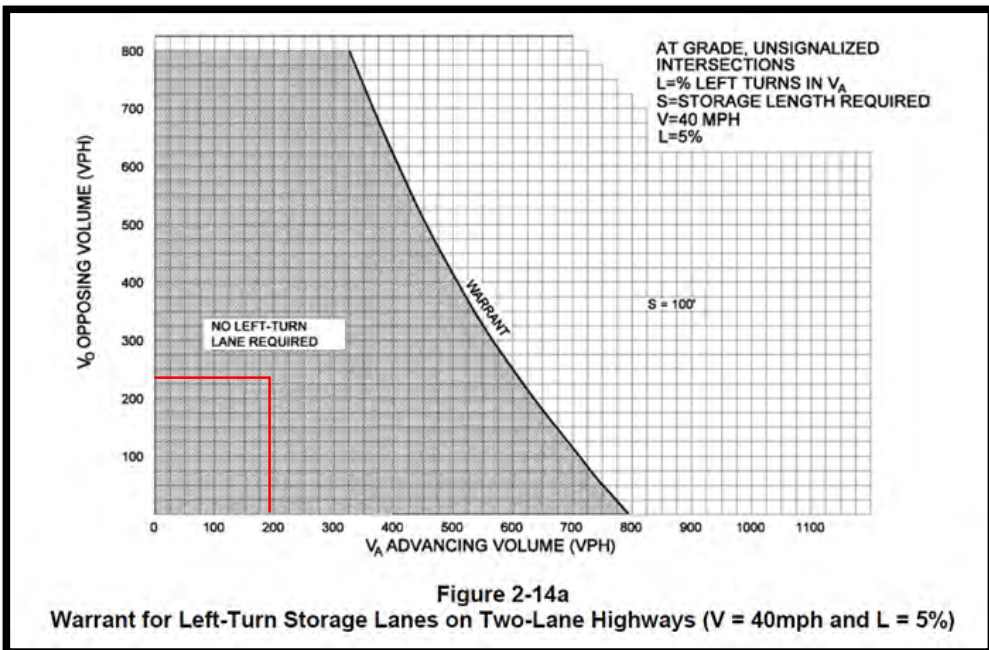


NORTHBOUND				
	LT	THRU	RT	TOTAL
ADVANCING VOLUMES	10	156	28	194

NB LT	LT %
10	5.2%
Use Chart For:	5%

SOUTHBOUND				
	LT	THRU	RT	TOTAL
OPPOSING VOLUMES	48	181	1	230

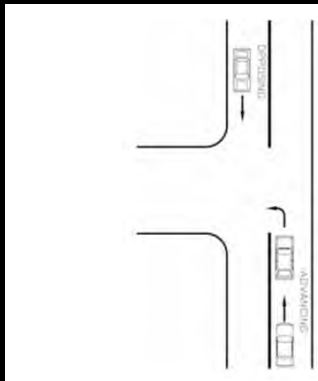
Warrant Met:	No
Storage Length:	---



LEFT TURN LANE WARRANT ANALYSIS
(BASED ON HARMELINK)

LOCATION: #4 - REGAL DRIVE & REGENCY PARK DRIVE (NB)
 PROJECT: NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
 SPEED LIMIT: 30 MPH
 USE CHART: **40 MPH**
 SCENARIO: **2027 - PROJECTED TRAFFIC VOLUMES**
 ANALYSIS TIME PERIOD: **PM PEAK HOUR**

DEFINITION OF MOVEMENTS



	NORTHBOUND			
	LT	THRU	RT	TOTAL
ADVANCING VOLUMES	13	112	29	154

NB LT	LT %
13	8.4%
Use Chart For:	10%

	SOUTHBOUND			
	LT	THRU	RT	TOTAL
OPPOSING VOLUMES	15	85	6	106

Warrant Met:	No
Storage Length:	---

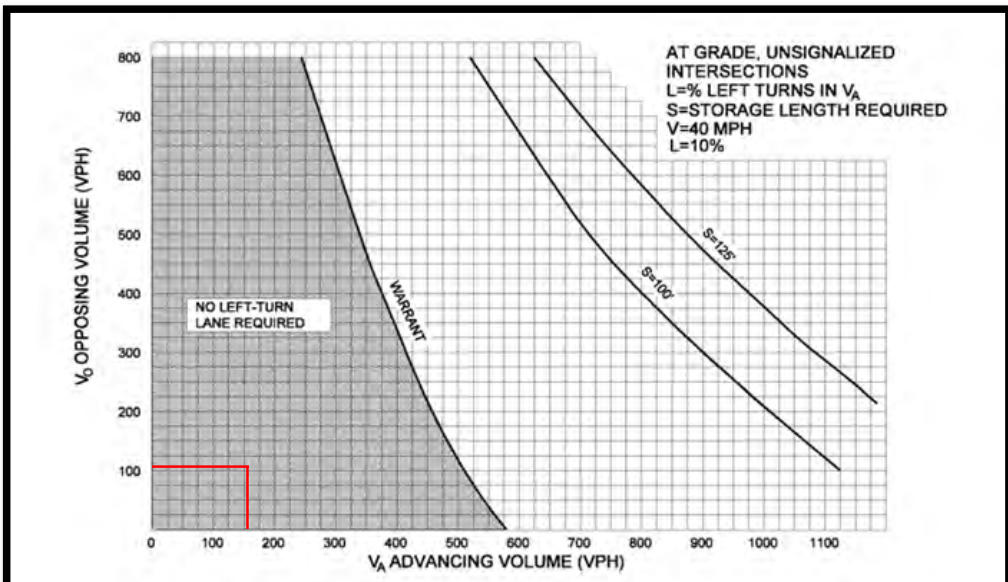
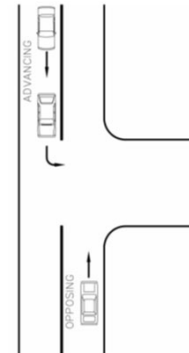


Figure 2-14b
Warrant for Left-Turn Storage Lanes on Two-lane Highways (V = 40mph and L = 10%)

LEFT TURN LANE WARRANT ANALYSIS
(BASED ON HARMELINK)

LOCATION: #4 - REGAL DRIVE & REGENCY PARK DRIVE (SB)
 PROJECT: NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
 SPEED LIMIT: 30 MPH
 USE CHART: **40 MPH**
 SCENARIO: **2027 - PROJECTED TRAFFIC VOLUMES**
 ANALYSIS TIME PERIOD: **AM PEAK HOUR**

DEFINITION OF MOVEMENTS

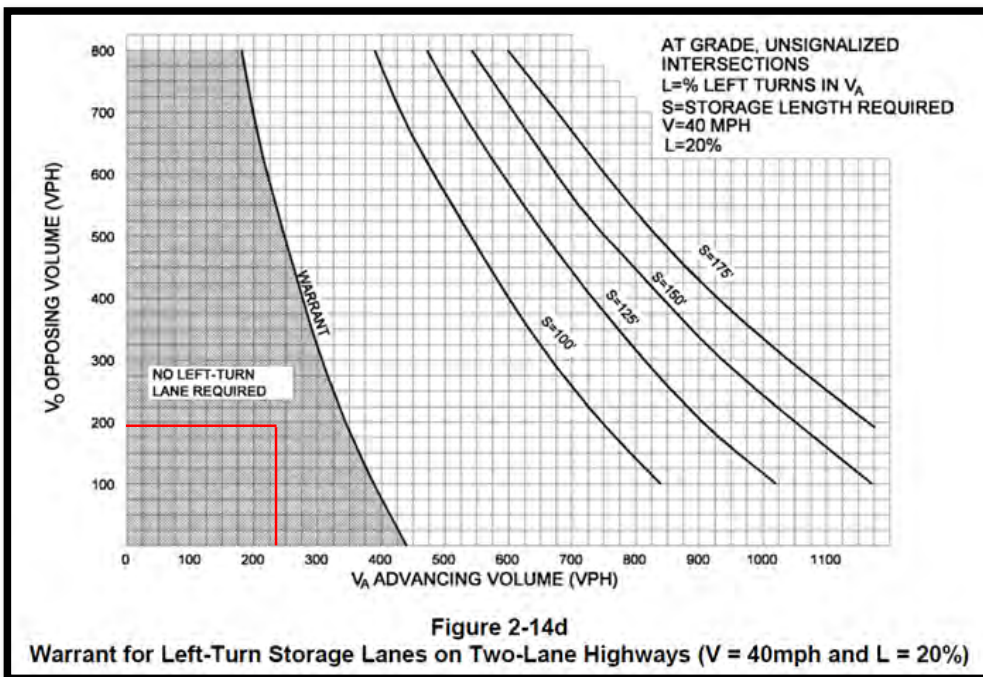


	SOUTHBOUND			
	LT	THRU	RT	TOTAL
ADVANCING VOLUMES	48	181	1	230

SB LT	LT %
48	20.9%
Use Chart For:	20%

	NORTHBOUND			
	LT	THRU	RT	TOTAL
OPPOSING VOLUMES	10	156	28	194

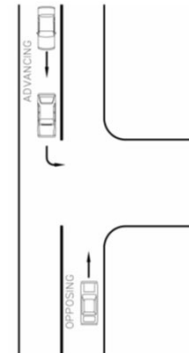
Warrant Met:	No
Storage Length:	---



LEFT TURN LANE WARRANT ANALYSIS
(BASED ON HARMELINK)

LOCATION: #4 - REGAL DRIVE & REGENCY PARK DRIVE (SB)
 PROJECT: NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
 SPEED LIMIT: 30 MPH
 USE CHART: **40 MPH**
 SCENARIO: **2027 - PROJECTED TRAFFIC VOLUMES**
 ANALYSIS TIME PERIOD: **PM PEAK HOUR**

DEFINITION OF MOVEMENTS

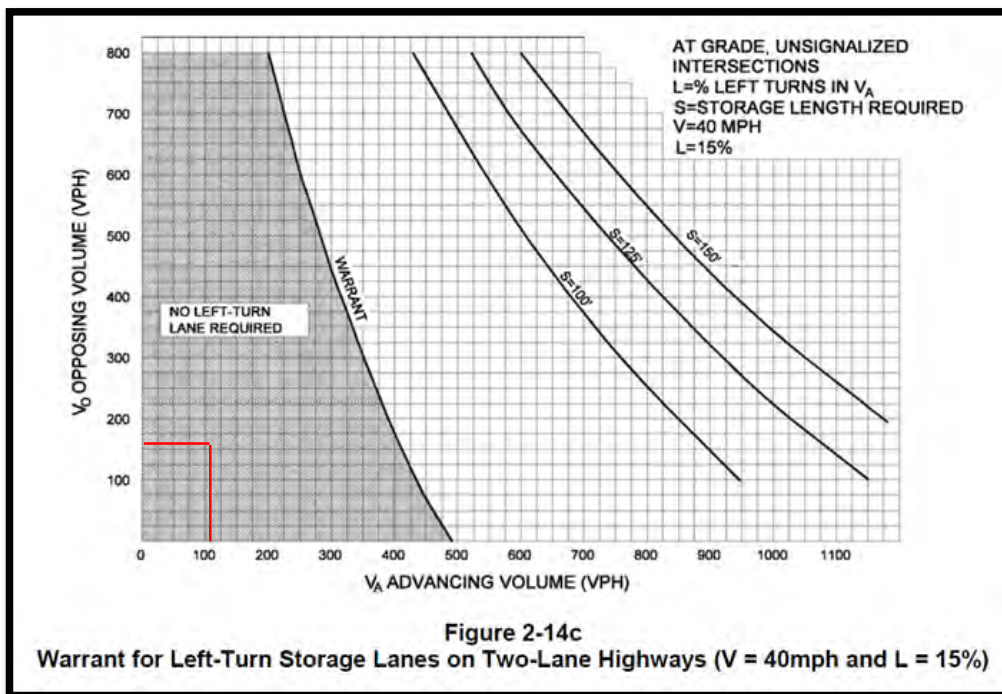


	SOUTHBOUND			
	LT	THRU	RT	TOTAL
ADVANCING VOLUMES	15	85	6	106

SB LT	LT %
15	14.2%
Use Chart For:	15%

	NORTHBOUND			
	LT	THRU	RT	TOTAL
OPPOSING VOLUMES	13	112	29	154

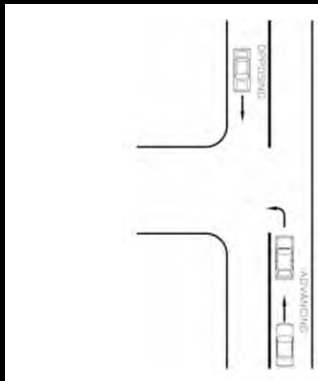
Warrant Met:	No
Storage Length:	---



LEFT TURN LANE WARRANT ANALYSIS
(BASED ON HARMELINK)

LOCATION: #5 - REGENCY PARK DRIVE & TOWER DRIVE (NB)
 PROJECT: NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
 SPEED LIMIT: 30 MPH
 USE CHART: **40 MPH**
 SCENARIO: **2027 - PROJECTED TRAFFIC VOLUMES**
 ANALYSIS TIME PERIOD: **AM PEAK HOUR**

DEFINITION OF MOVEMENTS

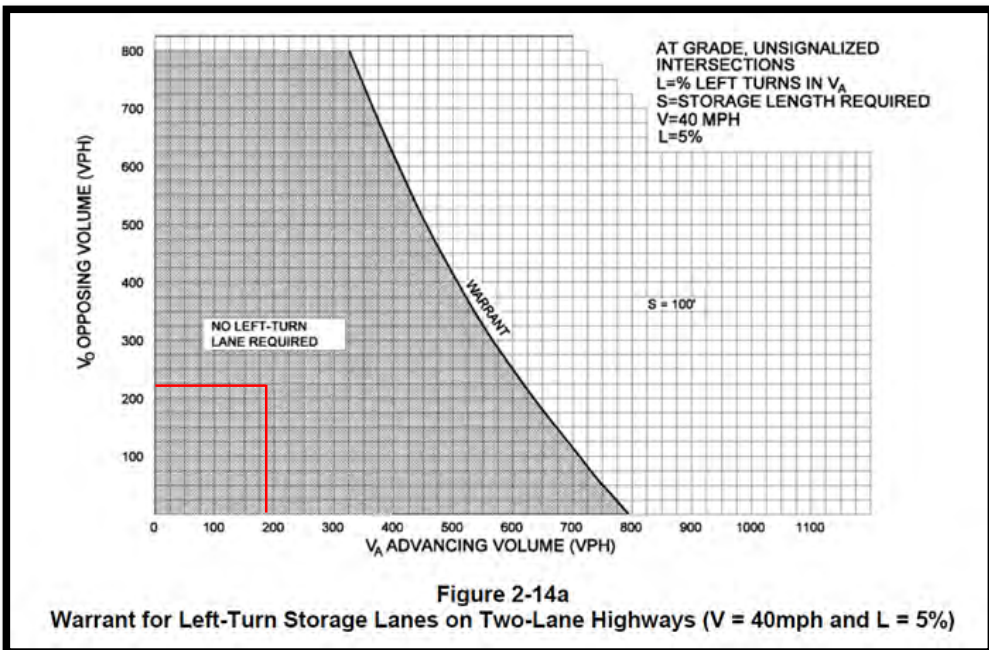


NORTHBOUND				
	LT	THRU	RT	TOTAL
ADVANCING VOLUMES	1	183	1	185

NB LT	LT %
1	0.5%
Use Chart For:	5%

SOUTHBOUND				
	LT	THRU	RT	TOTAL
OPPOSING VOLUMES	2	220	1	223

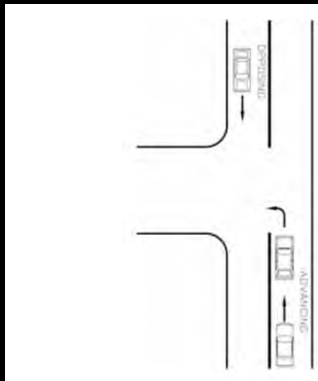
Warrant Met:	No
Storage Length:	---



LEFT TURN LANE WARRANT ANALYSIS
(BASED ON HARMELINK)

LOCATION: #5 - REGENCY PARK DRIVE & TOWER DRIVE (NB)
 PROJECT: NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
 SPEED LIMIT: 30 MPH
 USE CHART: **40 MPH**
 SCENARIO: **2027 - PROJECTED TRAFFIC VOLUMES**
 ANALYSIS TIME PERIOD: **PM PEAK HOUR**

DEFINITION OF MOVEMENTS

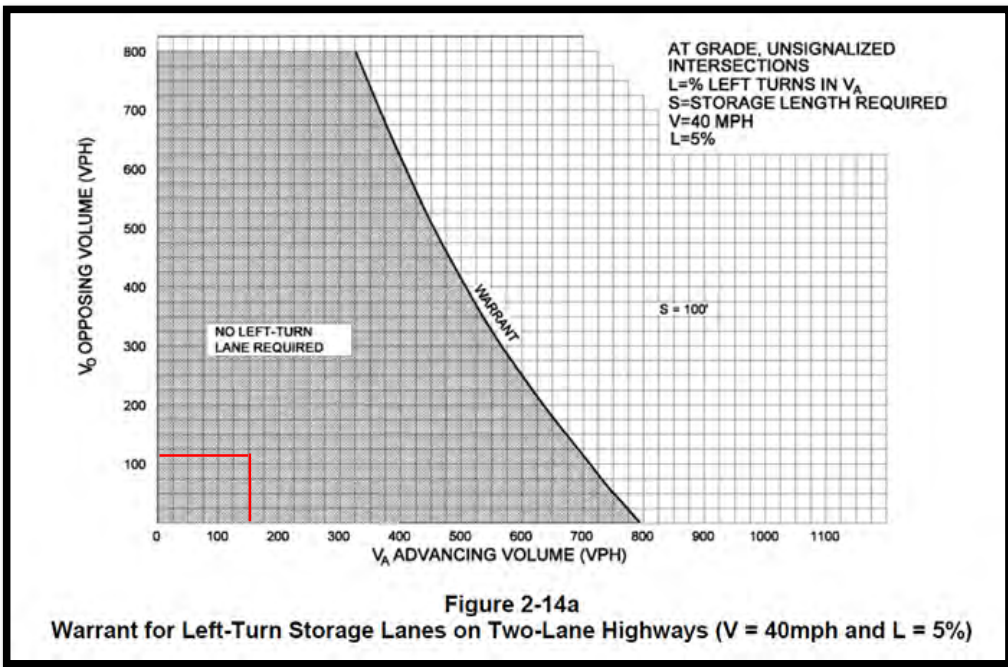


	NORTHBOUND			
	LT	THRU	RT	TOTAL
ADVANCING VOLUMES	4	145	1	150

NB LT	LT %
4	2.7%
Use Chart For:	5%

	SOUTHBOUND			
	LT	THRU	RT	TOTAL
OPPOSING VOLUMES	3	110	3	116

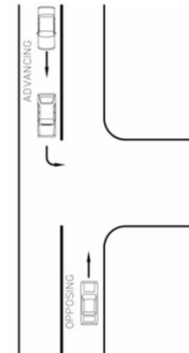
Warrant Met:	No
Storage Length:	---



LEFT TURN LANE WARRANT ANALYSIS
(BASED ON HARMELINK)

LOCATION: #5 - REGENCY PARK DRIVE & TOWER DRIVE (SB)
 PROJECT: NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
 SPEED LIMIT: 30 MPH
 USE CHART: **40 MPH**
 SCENARIO: **2027 - PROJECTED TRAFFIC VOLUMES**
 ANALYSIS TIME PERIOD: **AM PEAK HOUR**

DEFINITION OF MOVEMENTS

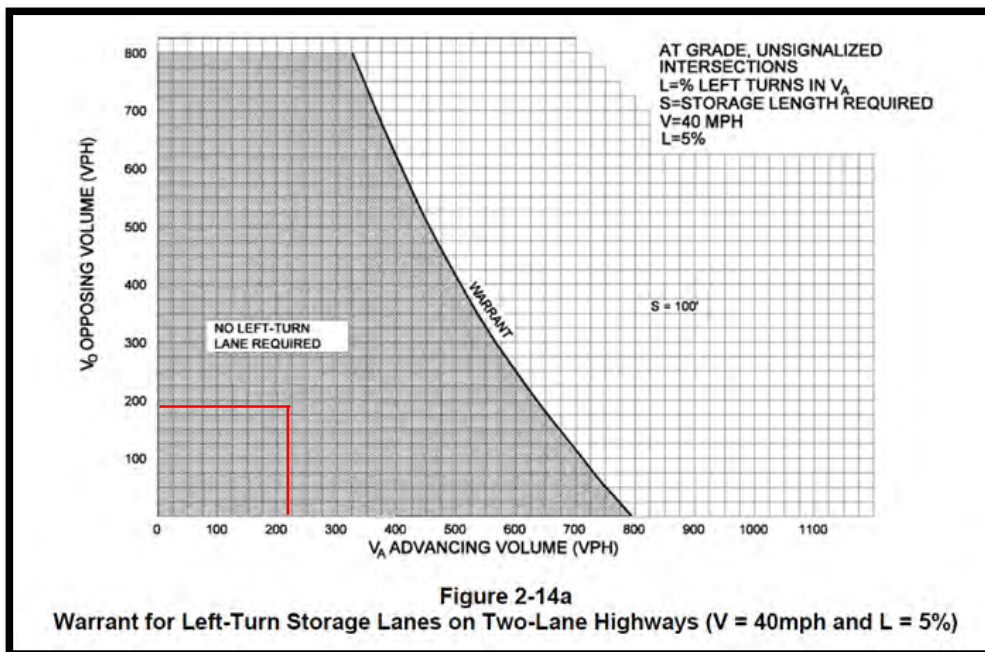


SOUTHBOUND				
	LT	THRU	RT	TOTAL
ADVANCING VOLUMES	2	220	1	223

SB LT	LT %
2	0.9%
Use Chart For:	5%

NORTHBOUND				
	LT	THRU	RT	TOTAL
OPPOSING VOLUMES	1	183	1	185

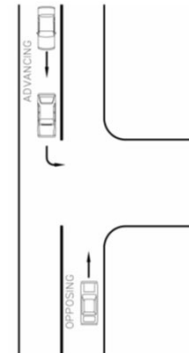
Warrant Met:	No
Storage Length:	---



LEFT TURN LANE WARRANT ANALYSIS
(BASED ON HARMELINK)

LOCATION: #5 - REGENCY PARK DRIVE & TOWER DRIVE (SB)
 PROJECT: NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
 SPEED LIMIT: 30 MPH
 USE CHART: **40 MPH**
 SCENARIO: **2027 - PROJECTED TRAFFIC VOLUMES**
 ANALYSIS TIME PERIOD: **PM PEAK HOUR**

DEFINITION OF MOVEMENTS

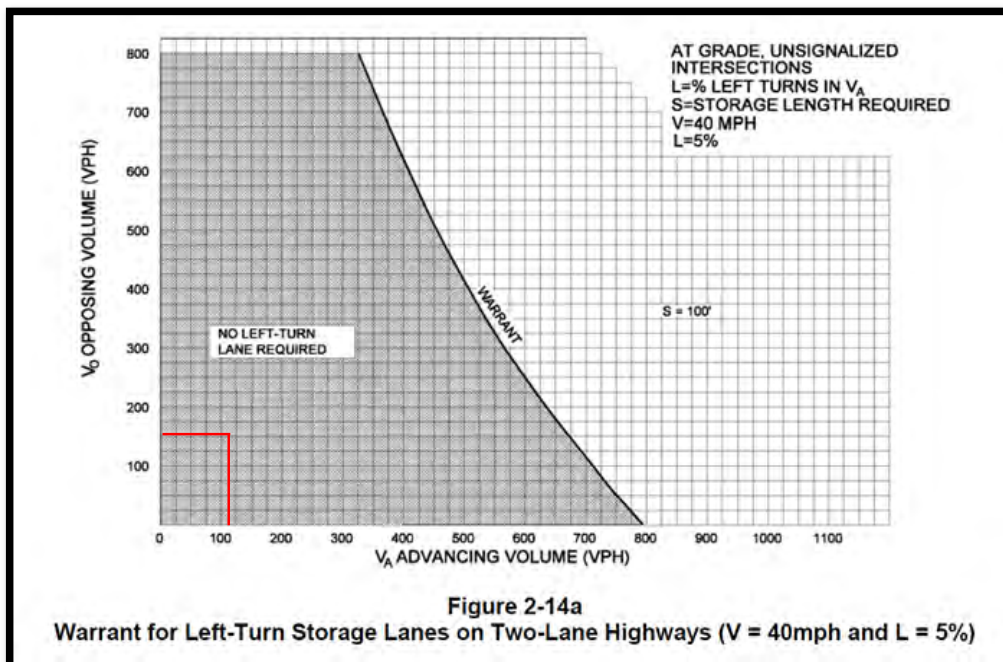


	SOUTHBOUND			
	LT	THRU	RT	TOTAL
ADVANCING VOLUMES	3	110	3	116

SB LT	LT %
3	2.6%
Use Chart For:	5%

	NORTHBOUND			
	LT	THRU	RT	TOTAL
OPPOSING VOLUMES	4	145	1	150

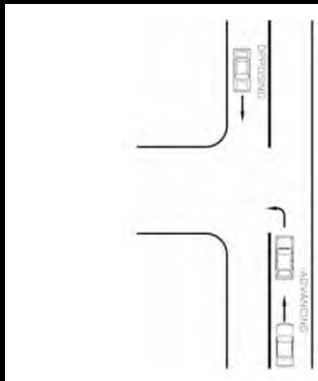
Warrant Met:	No
Storage Length:	---



LEFT TURN LANE WARRANT ANALYSIS
(BASED ON HARMELINK)

LOCATION: #6 - REGENCY PARK DRIVE & BANNER DRIVE (NB)
 PROJECT: NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
 SPEED LIMIT: 30 MPH
 USE CHART: **40 MPH**
 SCENARIO: **2027 - PROJECTED TRAFFIC VOLUMES**
 ANALYSIS TIME PERIOD: **AM PEAK HOUR**

DEFINITION OF MOVEMENTS



	NORTHBOUND			
	LT	THRU	RT	TOTAL
ADVANCING VOLUMES	10	118	2	130

NB LT	LT %
10	7.7%
Use Chart For:	10%

	SOUTHBOUND			
	LT	THRU	RT	TOTAL
OPPOSING VOLUMES	2	163	67	232

Warrant Met:	No
Storage Length:	---

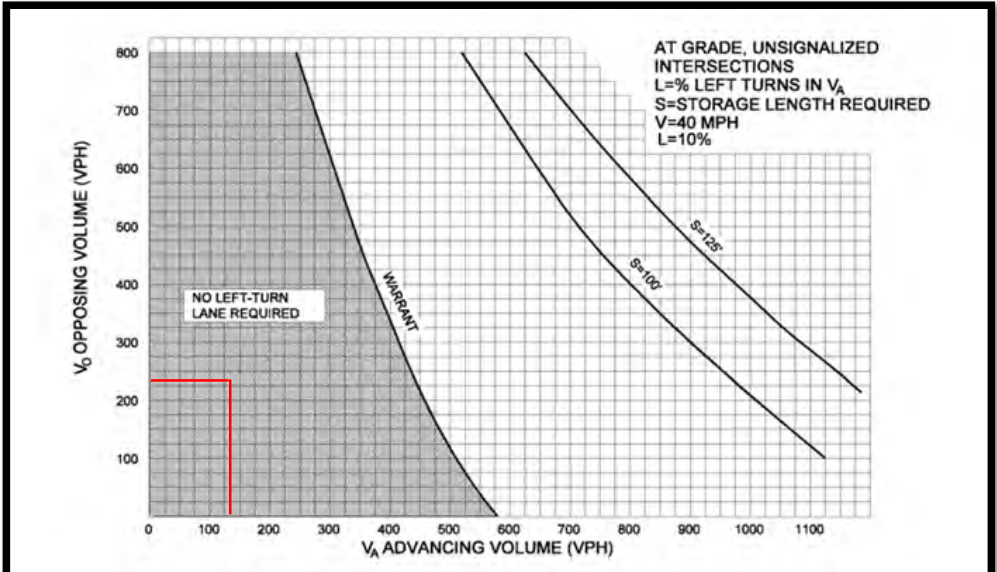
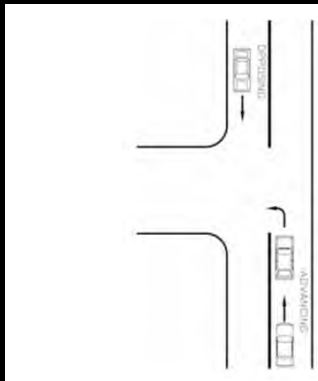


Figure 2-14b
Warrant for Left-Turn Storage Lanes on Two-lane Highways (V = 40mph and L = 10%)

LEFT TURN LANE WARRANT ANALYSIS
(BASED ON HARMELINK)

LOCATION: #6 - REGENCY PARK DRIVE & BANNER DRIVE (NB)
 PROJECT: NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
 SPEED LIMIT: 30 MPH
 USE CHART: **40 MPH**
 SCENARIO: **2027 - PROJECTED TRAFFIC VOLUMES**
 ANALYSIS TIME PERIOD: **PM PEAK HOUR**

DEFINITION OF MOVEMENTS

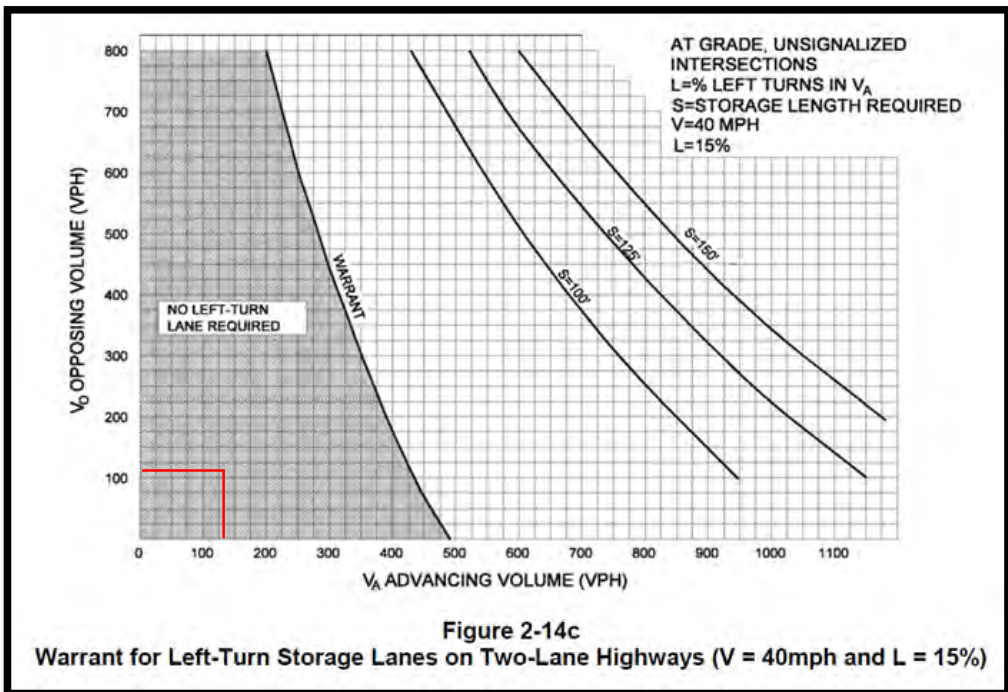


	NORTHBOUND			
	LT	THRU	RT	TOTAL
ADVANCING VOLUMES	21	132	4	157

NB LT	LT %
21	13.4%
Use Chart For:	15%

	SOUTHBOUND			
	LT	THRU	RT	TOTAL
OPPOSING VOLUMES	4	89	18	111

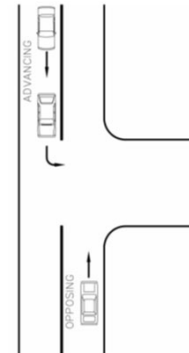
Warrant Met:	No
Storage Length:	---



LEFT TURN LANE WARRANT ANALYSIS
(BASED ON HARMELINK)

LOCATION: #6 - REGENCY PARK DRIVE & BANNER DRIVE (SB)
 PROJECT: NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
 SPEED LIMIT: 30 MPH
 USE CHART: **40 MPH**
 SCENARIO: **2027 - PROJECTED TRAFFIC VOLUMES**
 ANALYSIS TIME PERIOD: **AM PEAK HOUR**

DEFINITION OF MOVEMENTS

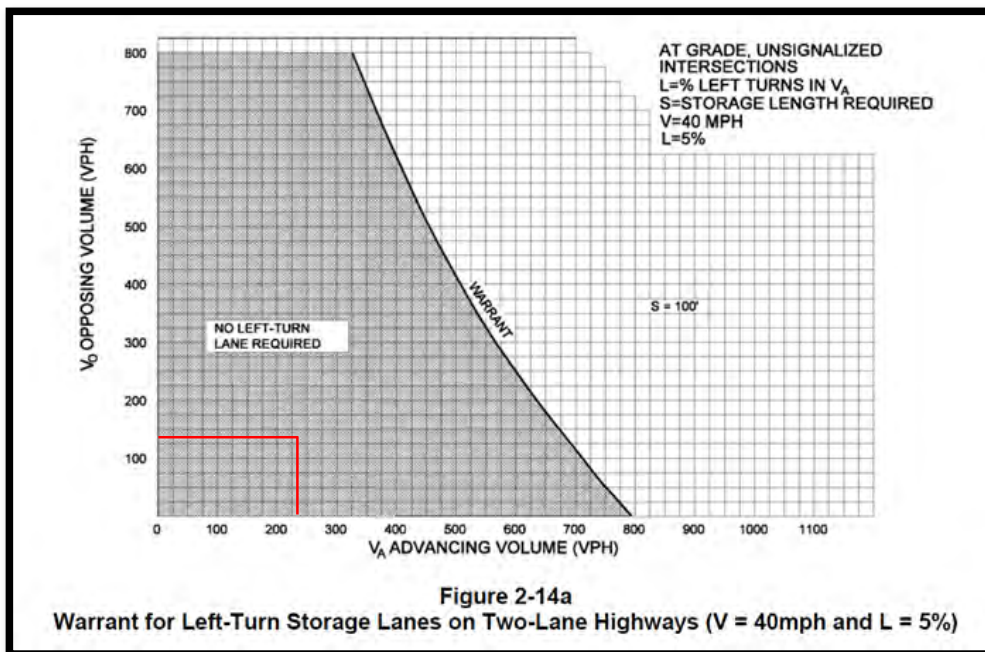


	SOUTHBOUND			
	LT	THRU	RT	TOTAL
ADVANCING VOLUMES	2	163	67	232

SB LT	LT %
2	0.9%
Use Chart For:	5%

	NORTHBOUND			
	LT	THRU	RT	TOTAL
OPPOSING VOLUMES	10	118	2	130

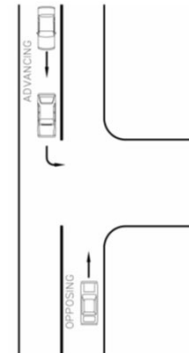
Warrant Met:	No
Storage Length:	---



LEFT TURN LANE WARRANT ANALYSIS
(BASED ON HARMELINK)

LOCATION: #6 - REGENCY PARK DRIVE & BANNER DRIVE (SB)
 PROJECT: NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
 SPEED LIMIT: 30 MPH
 USE CHART: **40 MPH**
 SCENARIO: **2027 - PROJECTED TRAFFIC VOLUMES**
 ANALYSIS TIME PERIOD: **PM PEAK HOUR**

DEFINITION OF MOVEMENTS

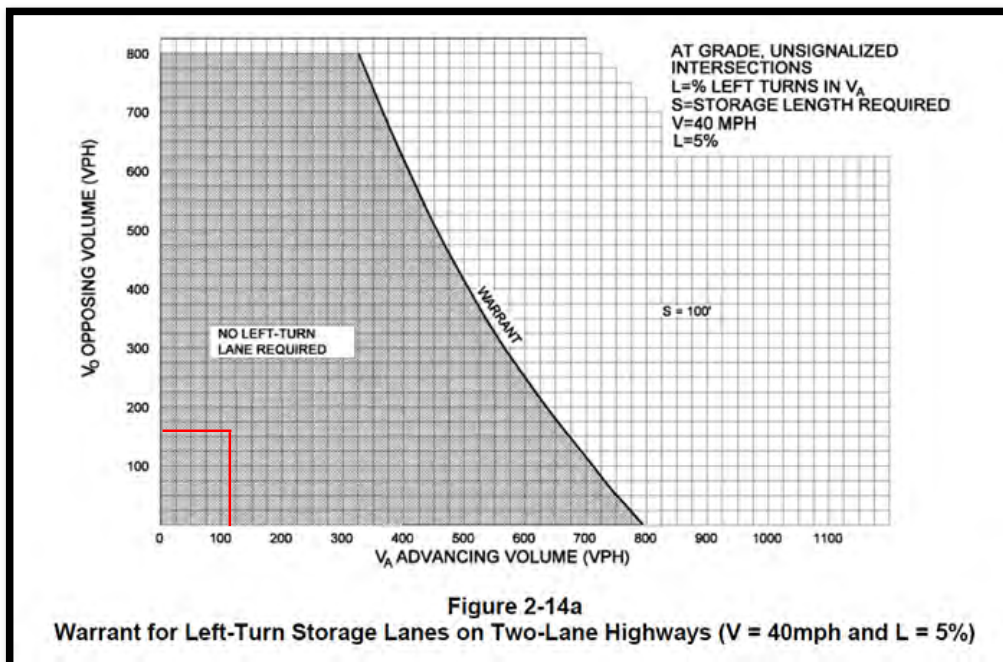


	SOUTHBOUND			
	LT	THRU	RT	TOTAL
ADVANCING VOLUMES	4	89	18	111

SB LT	LT %
4	3.6%
Use Chart For:	5%

	NORTHBOUND			
	LT	THRU	RT	TOTAL
OPPOSING VOLUMES	21	132	4	157

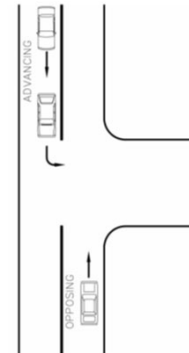
Warrant Met:	No
Storage Length:	---



LEFT TURN LANE WARRANT ANALYSIS
(BASED ON HARMELINK)

LOCATION: #7 - AMBER DRIVE & BLUEBELL AVENUE
 PROJECT: NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
 SPEED LIMIT: 30 MPH
 USE CHART: **40 MPH**
 SCENARIO: **2027 - PROJECTED TRAFFIC VOLUMES**
 ANALYSIS TIME PERIOD: **AM PEAK HOUR**

DEFINITION OF MOVEMENTS

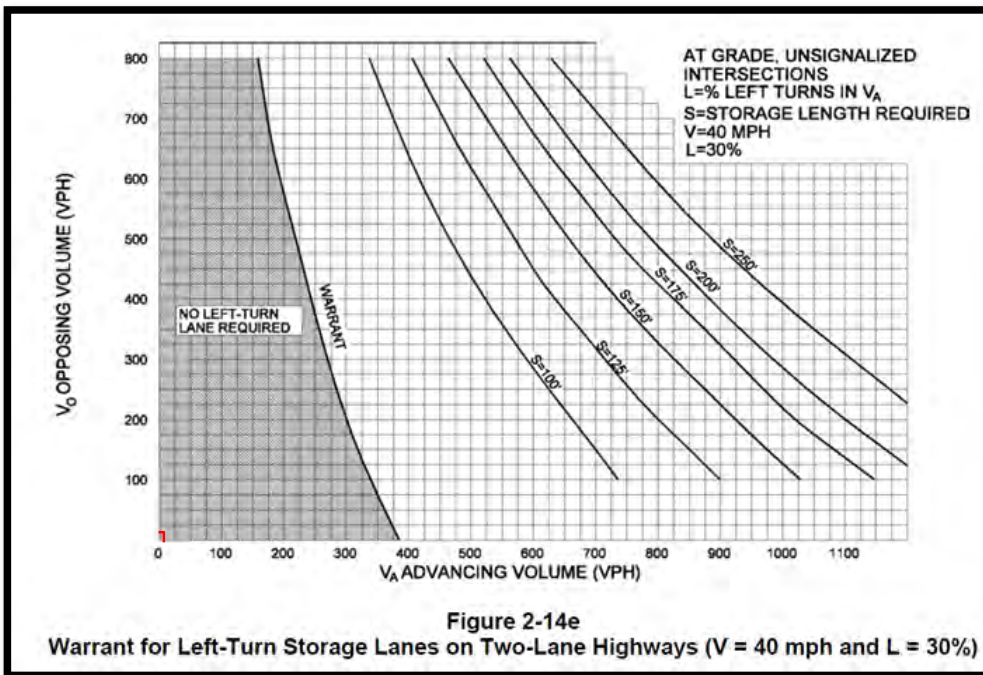


SOUTHBOUND				
	LT	THRU	RT	TOTAL
ADVANCING VOLUMES	1	3		4

SB LT	LT %
1	25.0%
Use Chart For:	30%

NORTHBOUND				
	LT	THRU	RT	TOTAL
OPPOSING VOLUMES		2	6	8

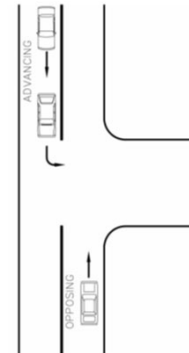
Warrant Met:	No
Storage Length:	---



LEFT TURN LANE WARRANT ANALYSIS
(BASED ON HARMELINK)

LOCATION: #7 - AMBER DRIVE & BLUEBELL AVENUE
 PROJECT: NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
 SPEED LIMIT: 30 MPH
 USE CHART: **40 MPH**
 SCENARIO: **2027 - PROJECTED TRAFFIC VOLUMES**
 ANALYSIS TIME PERIOD: **PM PEAK HOUR**

DEFINITION OF MOVEMENTS

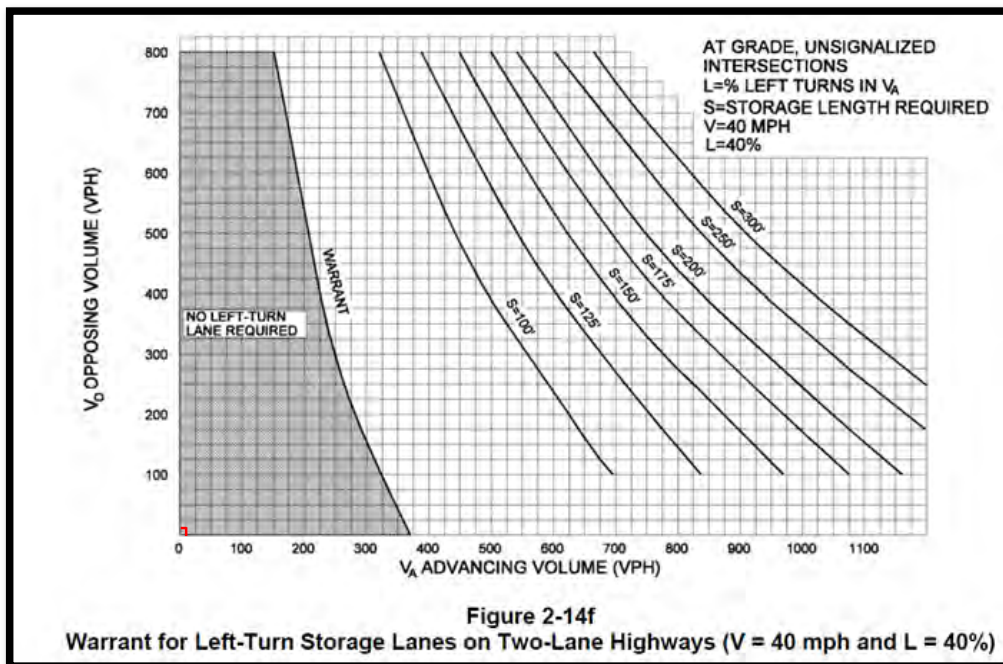


	SOUTHBOUND			
	LT	THRU	RT	TOTAL
ADVANCING VOLUMES	1	2		3

SB LT	LT %
1	33.3%
Use Chart For:	40%

	NORTHBOUND			
	LT	THRU	RT	TOTAL
OPPOSING VOLUMES		3	4	7

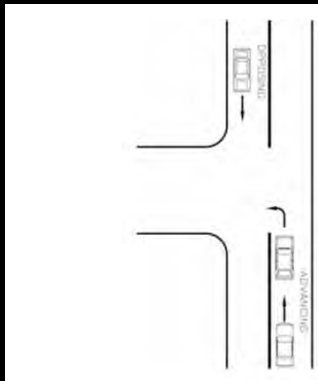
Warrant Met:	No
Storage Length:	---



LEFT TURN LANE WARRANT ANALYSIS
(BASED ON HARMELINK)

LOCATION: #8 - ARCHER AVENUE & BLUEBELL AVENUE
 PROJECT: NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
 SPEED LIMIT: 30 MPH
 USE CHART: **40 MPH**
 SCENARIO: **2027 - PROJECTED TRAFFIC VOLUMES**
 ANALYSIS TIME PERIOD: **AM PEAK HOUR**

DEFINITION OF MOVEMENTS



	NORTHBOUND			
	LT	THRU	RT	TOTAL
ADVANCING VOLUMES	1	1		2

NB LT	LT %
1	50.0%
Use Chart For:	40%

	SOUTHBOUND			
	LT	THRU	RT	TOTAL
OPPOSING VOLUMES		2	1	3

Warrant Met:	No
Storage Length:	---

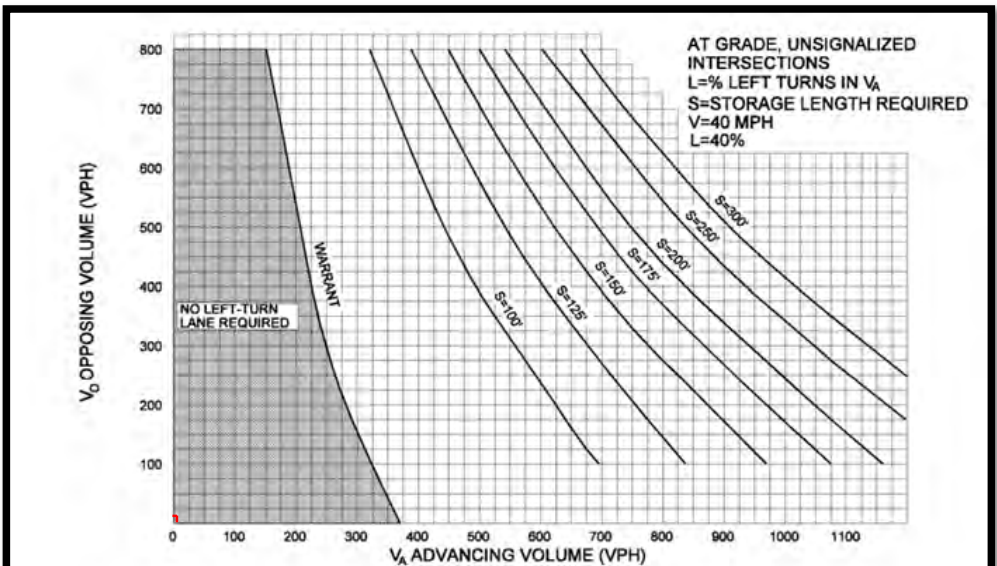
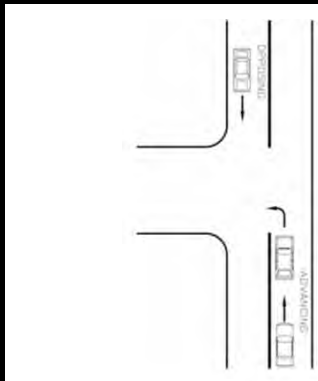


Figure 2-14f
Warrant for Left-Turn Storage Lanes on Two-Lane Highways (V = 40 mph and L = 40%)

LEFT TURN LANE WARRANT ANALYSIS
(BASED ON HARMELINK)

LOCATION: #8 - ARCHER AVENUE & BLUEBELL AVENUE
 PROJECT: NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
 SPEED LIMIT: 30 MPH
 USE CHART: **40 MPH**
 SCENARIO: **2027 - PROJECTED TRAFFIC VOLUMES**
 ANALYSIS TIME PERIOD: **PM PEAK HOUR**

DEFINITION OF MOVEMENTS



	NORTHBOUND			
	LT	THRU	RT	TOTAL
ADVANCING VOLUMES	3	2		5

NB LT	LT %
3	60.0%
Use Chart For:	40%

	SOUTHBOUND			
	LT	THRU	RT	TOTAL
OPPOSING VOLUMES		2	1	3

Warrant Met:	No
Storage Length:	---

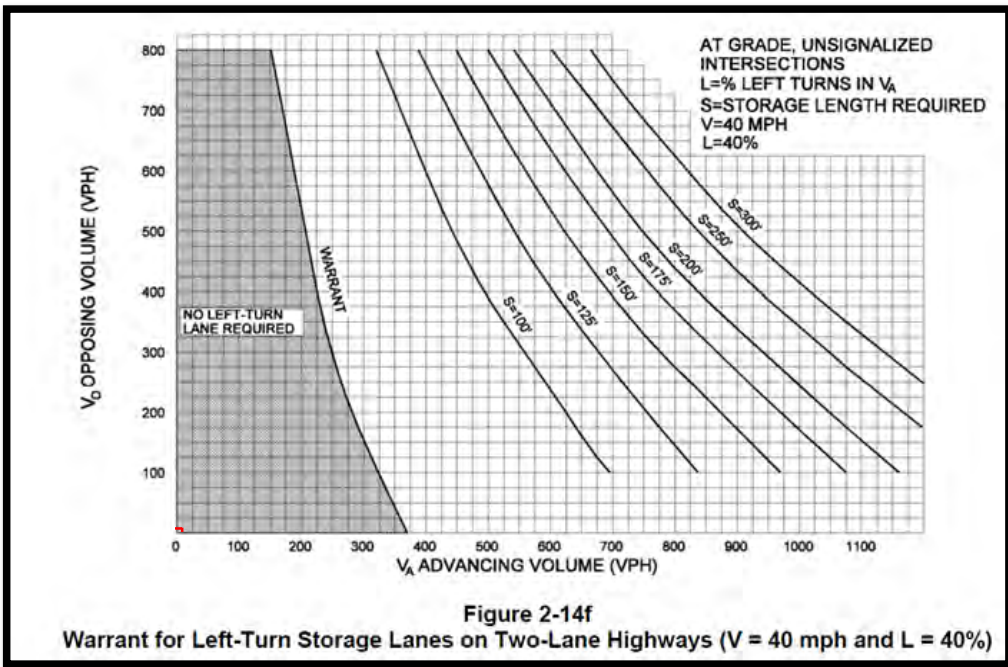


Figure 2-14f
Warrant for Left-Turn Storage Lanes on Two-Lane Highways (V = 40 mph and L = 40%)

RIGHT TURN LANE

EVALUATIONS

RIGHT TURN LANE EVALUATION

Based on NCHRP 457 for evaluation of right turn deceleration lanes.

PROJECT NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS

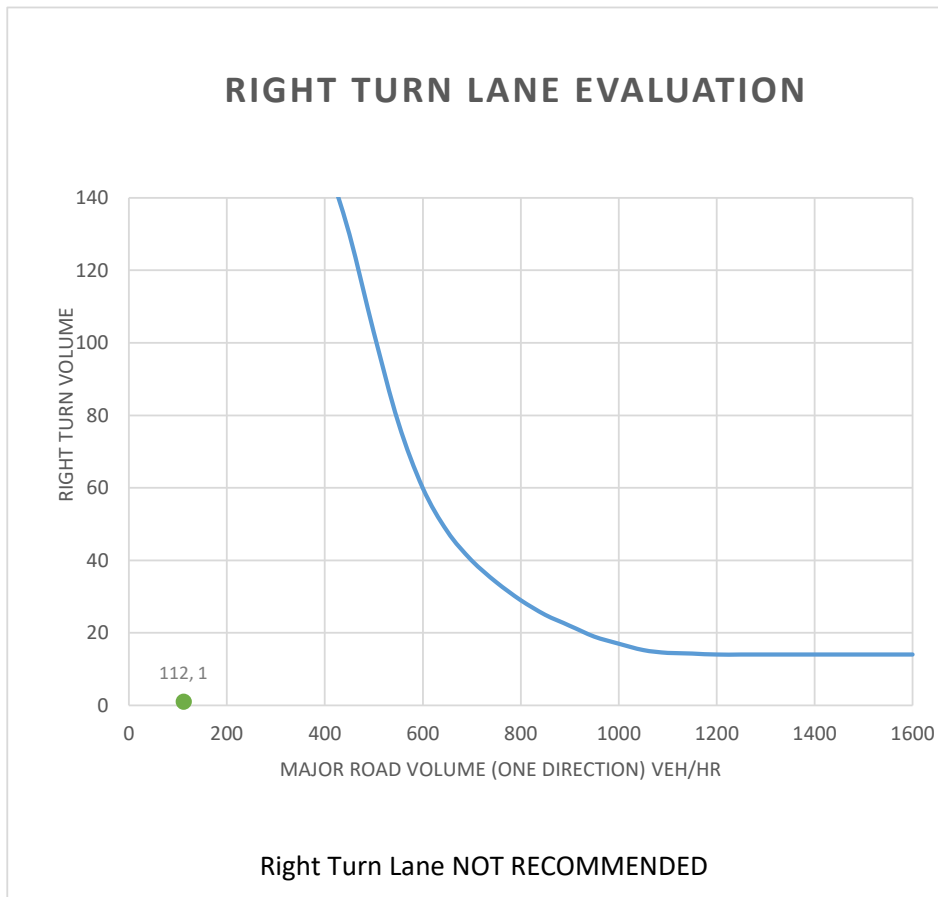
INTERSECTION #3 - REGAL DRIVE & ACCESS ROADWAY

SCENARIO 2027 PROJECTED TRAFFIC CONDITIONS

DIRECTION EASTBOUND

TIME PERIOD AM PEAK HOUR

NUMBER OF LANES (2/4)	2
SPEED LIMIT (MPH)	30 USE 40
RIGHT TURN VOLUME (VPH)	1
ADVANCING VOLUME (VPH)	112



RIGHT TURN LANE EVALUATION

Based on NCHRP 457 for evaluation of right turn deceleration lanes.

PROJECT NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS

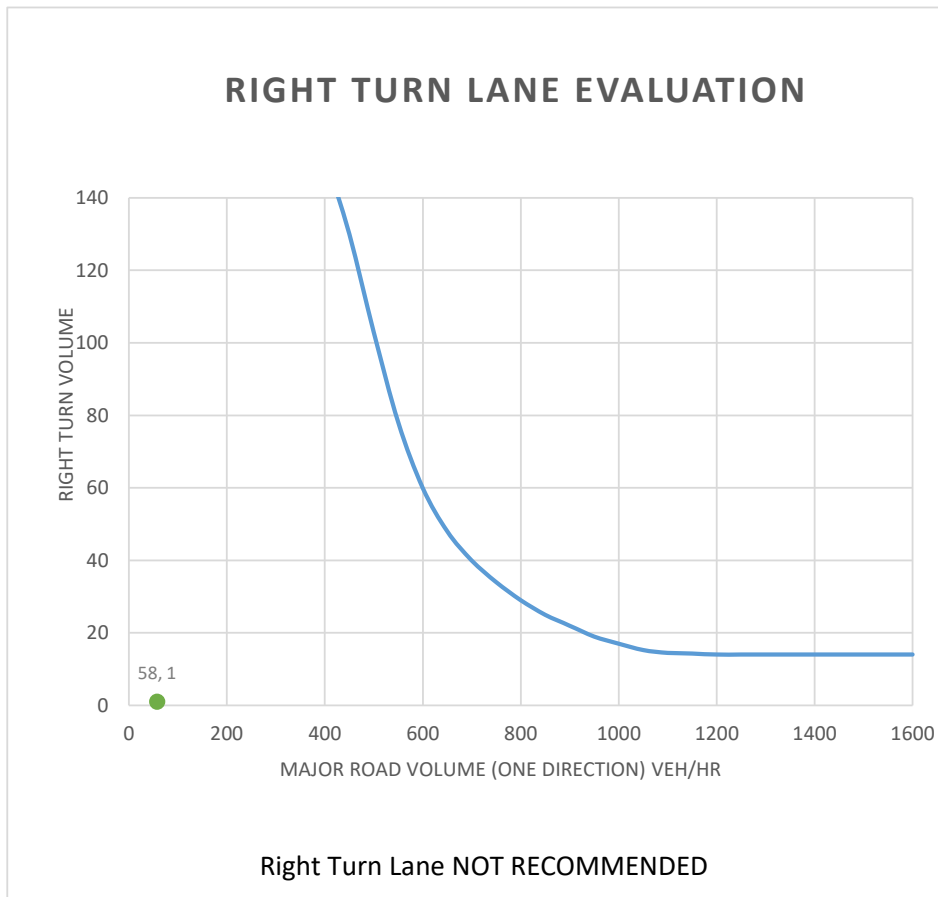
INTERSECTION #3 - REGAL DRIVE & ACCESS ROADWAY

SCENARIO 2027 PROJECTED TRAFFIC CONDITIONS

DIRECTION EASTBOUND

TIME PERIOD PM PEAK HOUR

NUMBER OF LANES (2/4)	2
SPEED LIMIT (MPH)	30 USE 40
RIGHT TURN VOLUME (VPH)	1
ADVANCING VOLUME (VPH)	58



RIGHT TURN LANE EVALUATION

Based on NCHRP 457 for evaluation of right turn deceleration lanes.

PROJECT NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS

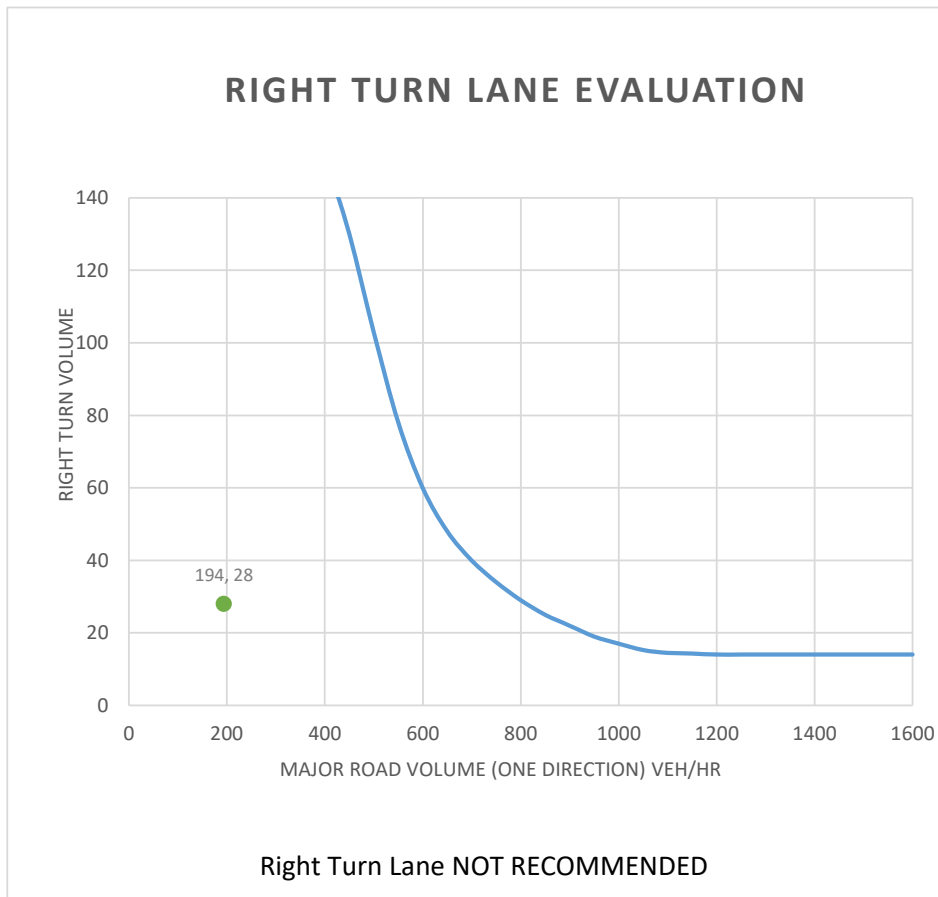
INTERSECTION #4 - REGAL DRIVE & REGENCY PARK DRIVE (NB)

SCENARIO 2027 PROJECTED TRAFFIC CONDITIONS

DIRECTION NORTHBOUND

TIME PERIOD AM PEAK HOUR

NUMBER OF LANES (2/4)	2
SPEED LIMIT (MPH)	30 USE 40
RIGHT TURN VOLUME (VPH)	28
ADVANCING VOLUME (VPH)	194



RIGHT TURN LANE EVALUATION

Based on NCHRP 457 for evaluation of right turn deceleration lanes.

PROJECT NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS

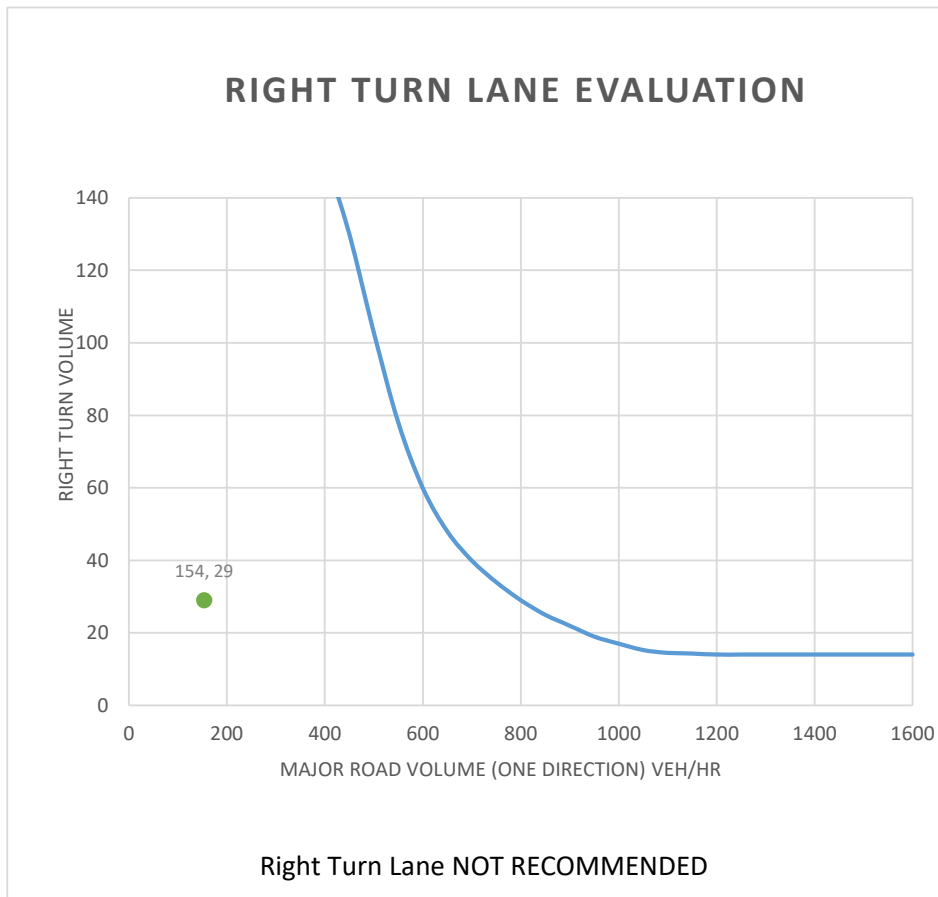
INTERSECTION #4 - REGAL DRIVE & REGENCY PARK DRIVE (NB)

SCENARIO 2027 PROJECTED TRAFFIC CONDITIONS

DIRECTION NORTHBOUND

TIME PERIOD PM PEAK HOUR

NUMBER OF LANES (2/4)	2
SPEED LIMIT (MPH)	30 USE 40
RIGHT TURN VOLUME (VPH)	29
ADVANCING VOLUME (VPH)	154

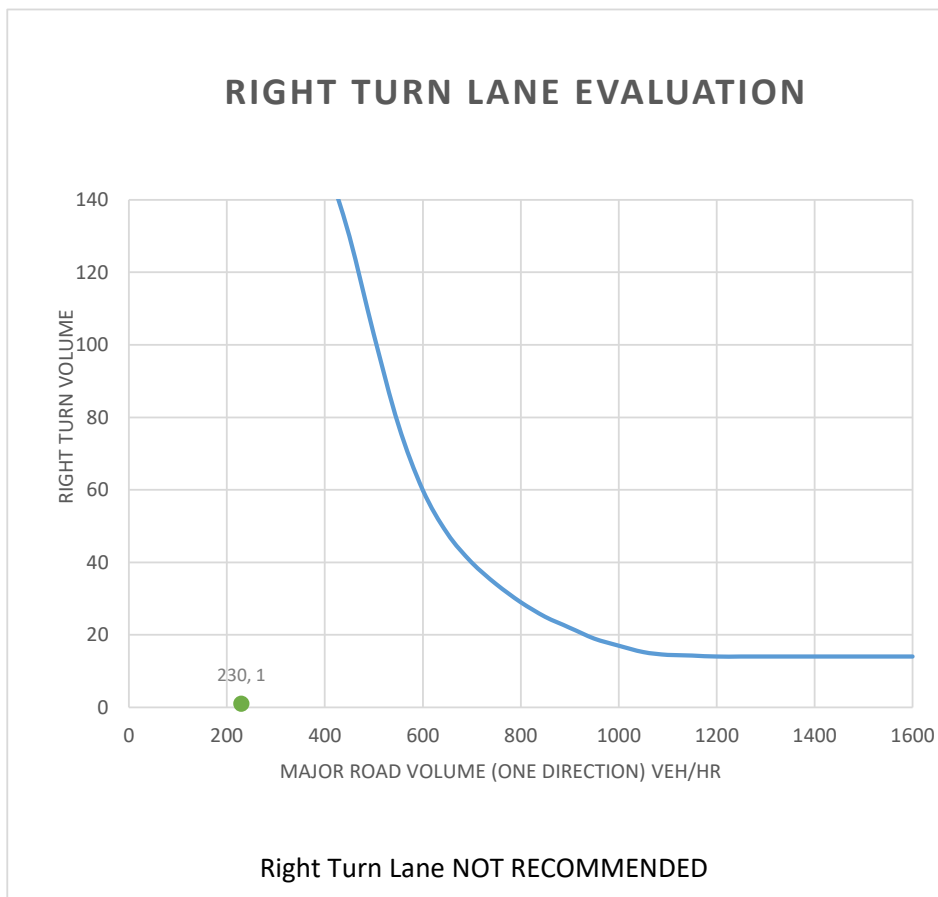


RIGHT TURN LANE EVALUATION

Based on NCHRP 457 for evaluation of right turn deceleration lanes.

PROJECT NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
INTERSECTION #4 - REGAL DRIVE & REGENCY PARK DRIVE (SB)
SCENARIO 2027 PROJECTED TRAFFIC CONDITIONS
DIRECTION SOUTHBOUND
TIME PERIOD AM PEAK HOUR

NUMBER OF LANES (2/4)	2
SPEED LIMIT (MPH)	30 USE 40
RIGHT TURN VOLUME (VPH)	1
ADVANCING VOLUME (VPH)	230



RIGHT TURN LANE EVALUATION

Based on NCHRP 457 for evaluation of right turn deceleration lanes.

PROJECT NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS

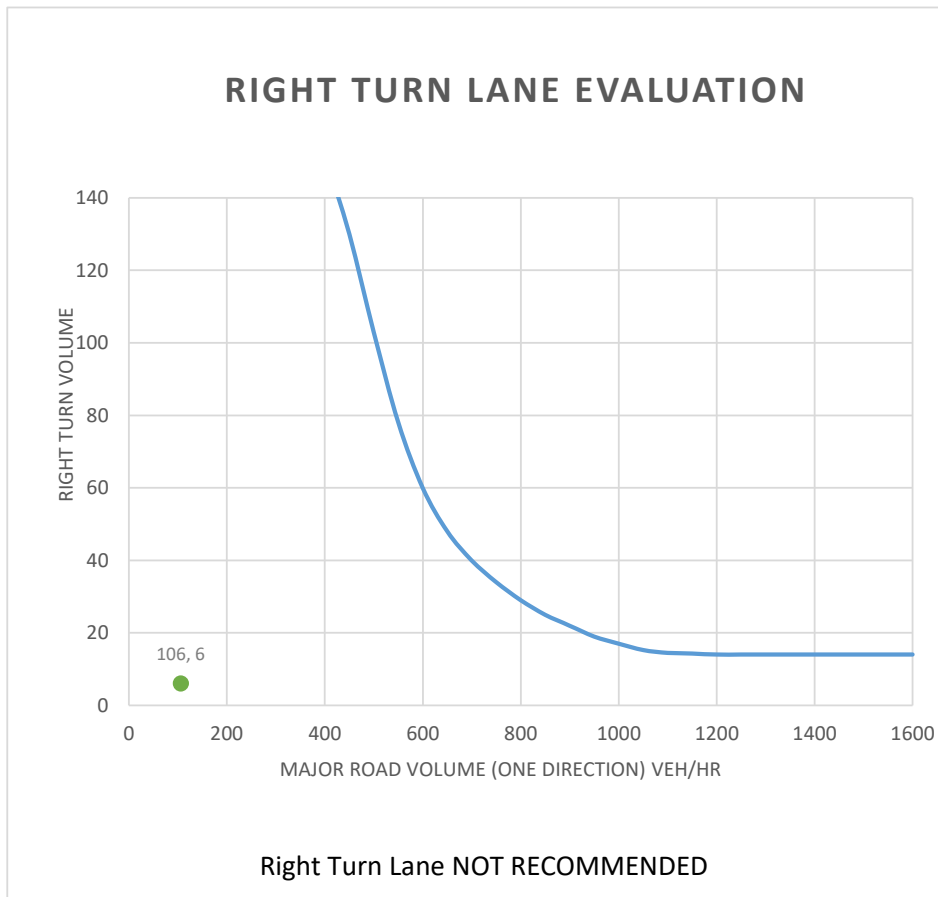
INTERSECTION #4 - REGAL DRIVE & REGENCY PARK DRIVE (SB)

SCENARIO 2027 PROJECTED TRAFFIC CONDITIONS

DIRECTION SOUTHBOUND

TIME PERIOD PM PEAK HOUR

NUMBER OF LANES (2/4)	2
SPEED LIMIT (MPH)	30 USE 40
RIGHT TURN VOLUME (VPH)	6
ADVANCING VOLUME (VPH)	106



RIGHT TURN LANE EVALUATION

Based on NCHRP 457 for evaluation of right turn deceleration lanes.

PROJECT NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS

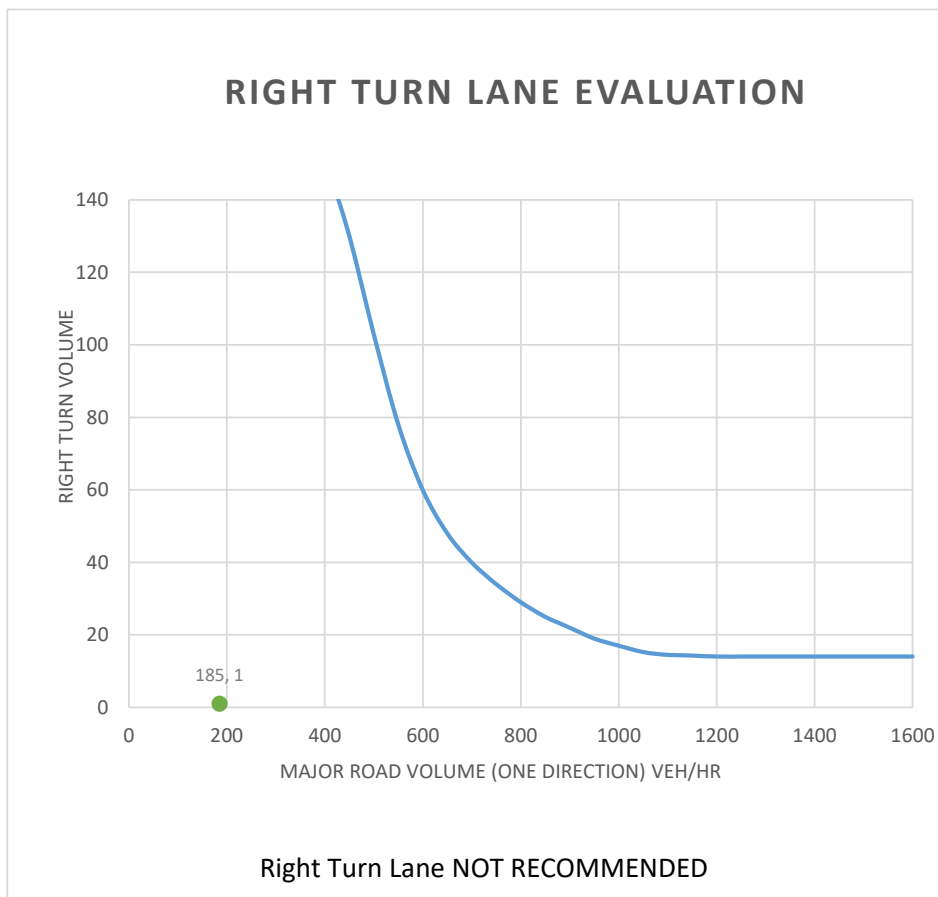
INTERSECTION #5 - REGENCY PARK DRIVE & TOWER DRIVE (NB)

SCENARIO 2027 PROJECTED TRAFFIC CONDITIONS

DIRECTION NORTHBOUND

TIME PERIOD AM PEAK HOUR

NUMBER OF LANES (2/4)	2
SPEED LIMIT (MPH)	30 USE 40
RIGHT TURN VOLUME (VPH)	1
ADVANCING VOLUME (VPH)	185



RIGHT TURN LANE EVALUATION

Based on NCHRP 457 for evaluation of right turn deceleration lanes.

PROJECT NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS

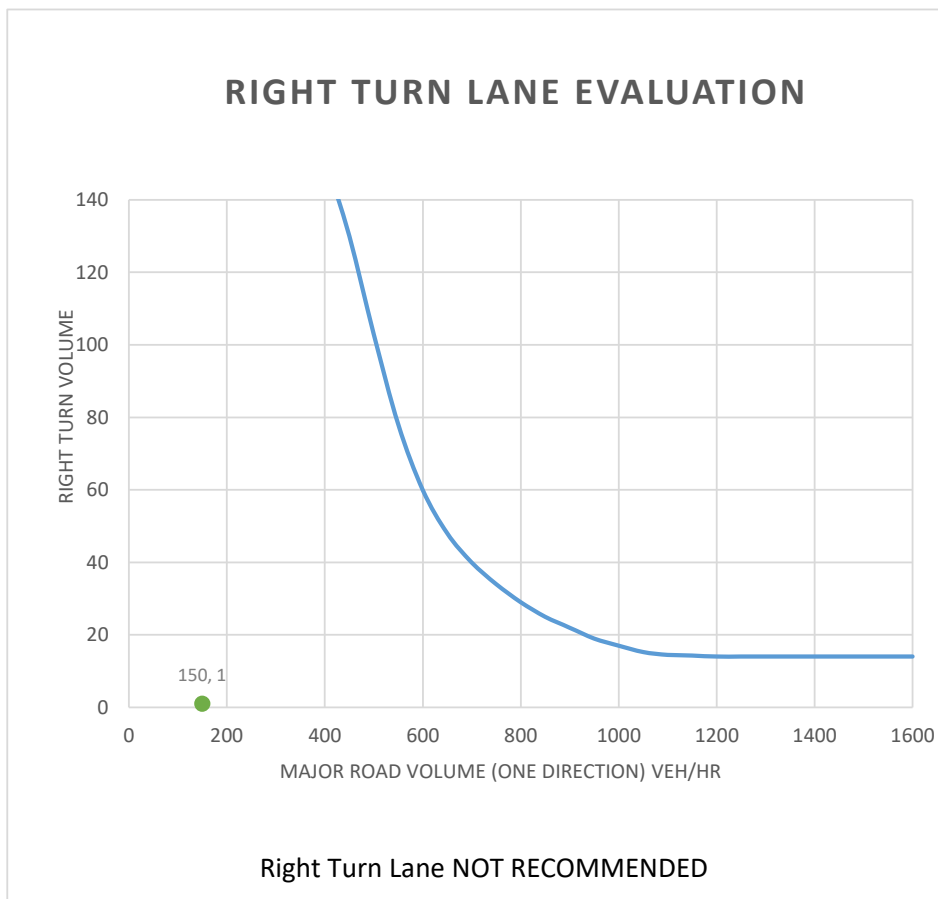
INTERSECTION #5 - REGENCY PARK DRIVE & TOWER DRIVE (NB)

SCENARIO 2027 PROJECTED TRAFFIC CONDITIONS

DIRECTION NORTHBOUND

TIME PERIOD PM PEAK HOUR

NUMBER OF LANES (2/4)	2
SPEED LIMIT (MPH)	30 USE 40
RIGHT TURN VOLUME (VPH)	1
ADVANCING VOLUME (VPH)	150



RIGHT TURN LANE EVALUATION

Based on NCHRP 457 for evaluation of right turn deceleration lanes.

PROJECT NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS

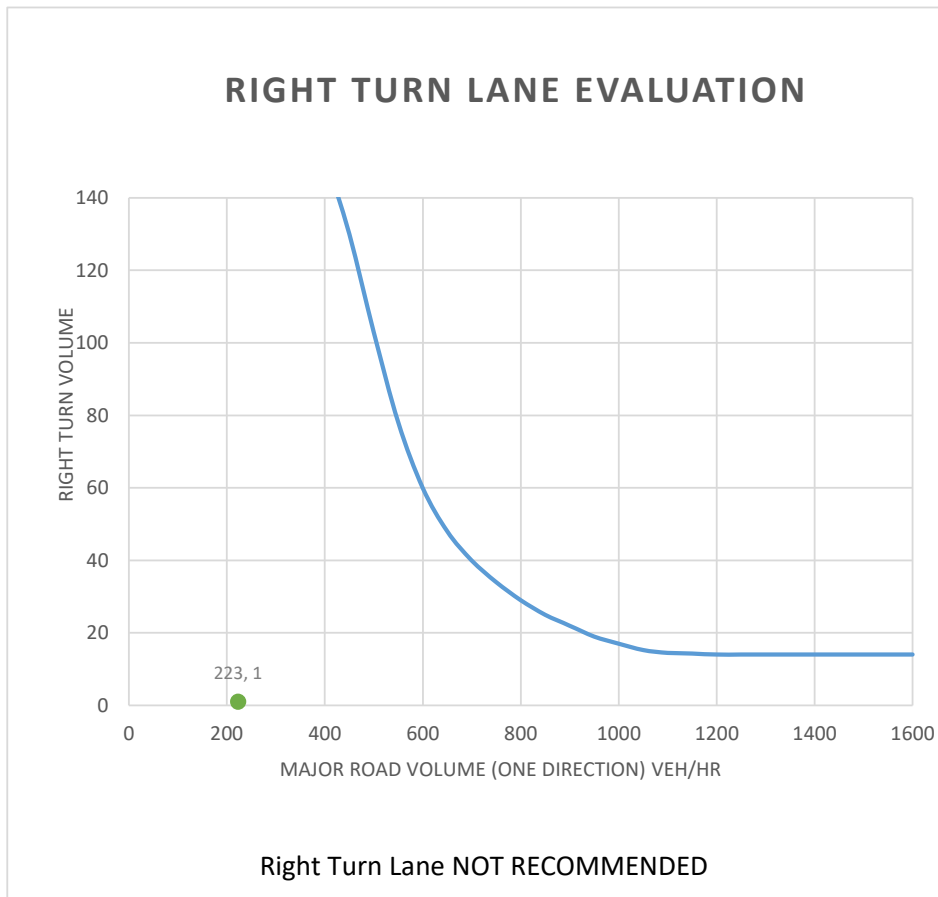
INTERSECTION #5 - REGENCY PARK DRIVE & TOWER DRIVE (SB)

SCENARIO 2027 PROJECTED TRAFFIC CONDITIONS

DIRECTION SOUTHBOUND

TIME PERIOD AM PEAK HOUR

NUMBER OF LANES (2/4)	2
SPEED LIMIT (MPH)	30 USE 40
RIGHT TURN VOLUME (VPH)	1
ADVANCING VOLUME (VPH)	223



RIGHT TURN LANE EVALUATION

Based on NCHRP 457 for evaluation of right turn deceleration lanes.

PROJECT NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS

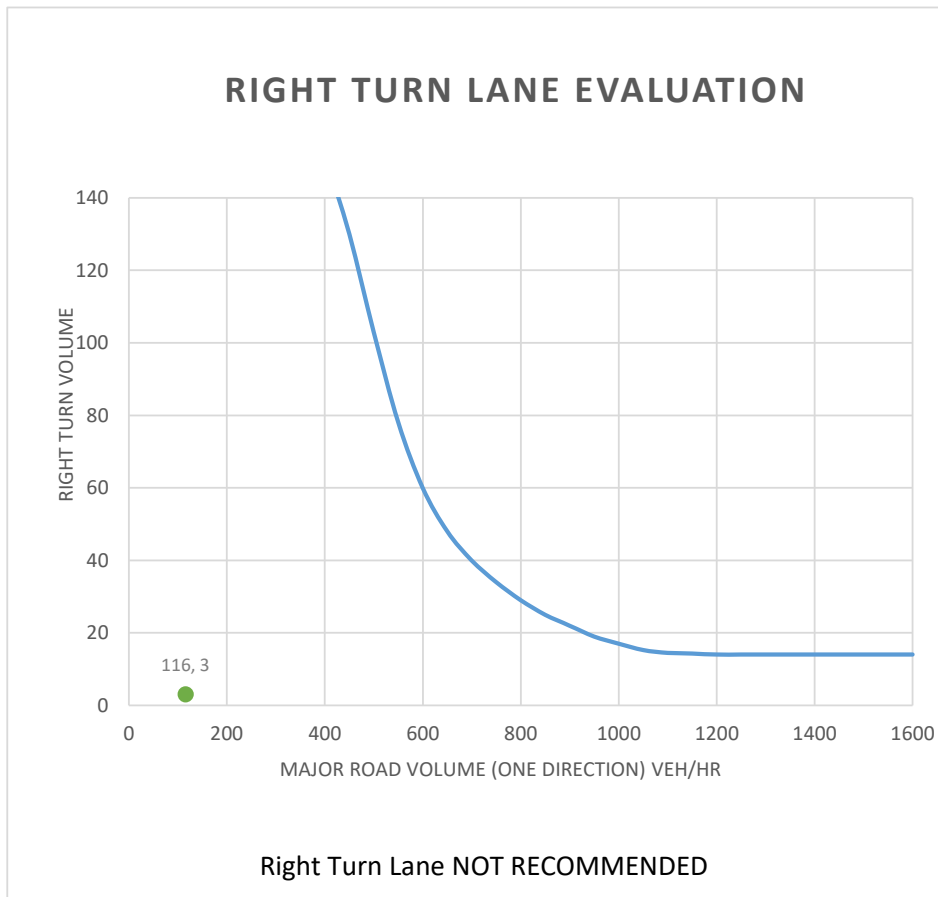
INTERSECTION #5 - REGENCY PARK DRIVE & TOWER DRIVE (SB)

SCENARIO 2027 PROJECTED TRAFFIC CONDITIONS

DIRECTION SOUTHBOUND

TIME PERIOD PM PEAK HOUR

NUMBER OF LANES (2/4)	2
SPEED LIMIT (MPH)	30 USE 40
RIGHT TURN VOLUME (VPH)	3
ADVANCING VOLUME (VPH)	116

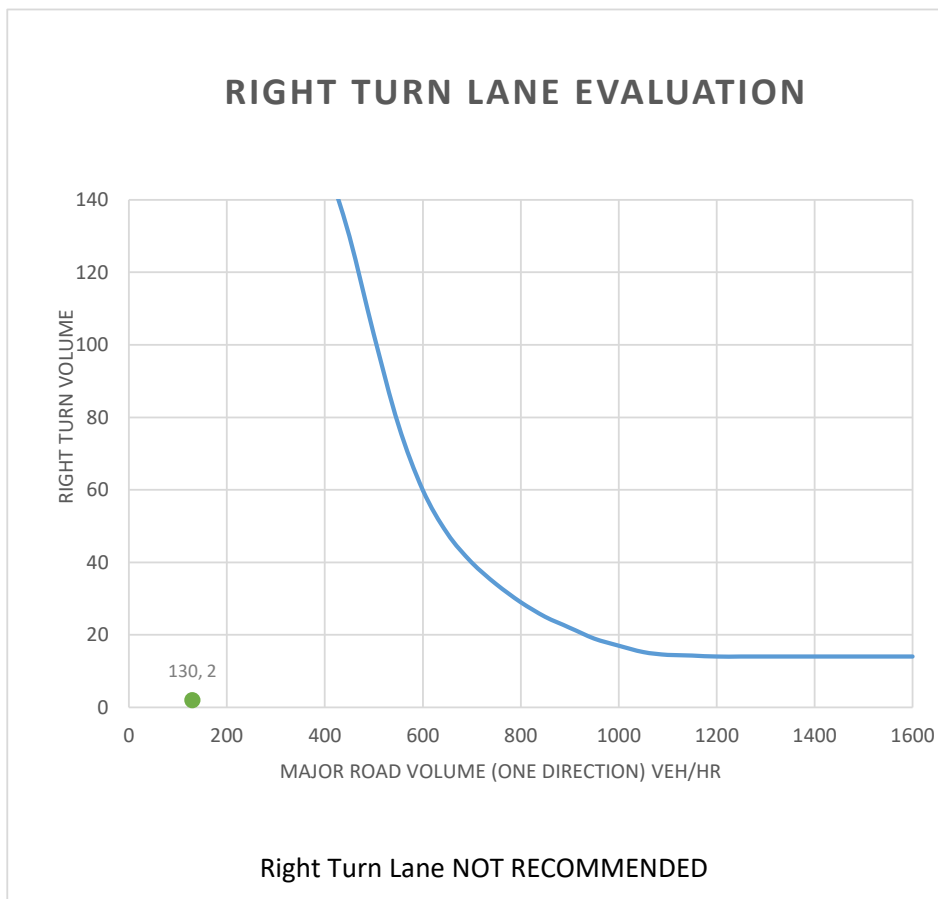


RIGHT TURN LANE EVALUATION

Based on NCHRP 457 for evaluation of right turn deceleration lanes.

PROJECT NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
INTERSECTION #6 - REGENCY PARK DRIVE & BANNER DRIVE (NB)
SCENARIO 2027 PROJECTED TRAFFIC CONDITIONS
DIRECTION NORTHBOUND
TIME PERIOD AM PEAK HOUR

NUMBER OF LANES (2/4)	2
SPEED LIMIT (MPH)	30 USE 40
RIGHT TURN VOLUME (VPH)	2
ADVANCING VOLUME (VPH)	130



RIGHT TURN LANE EVALUATION

Based on NCHRP 457 for evaluation of right turn deceleration lanes.

PROJECT NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS

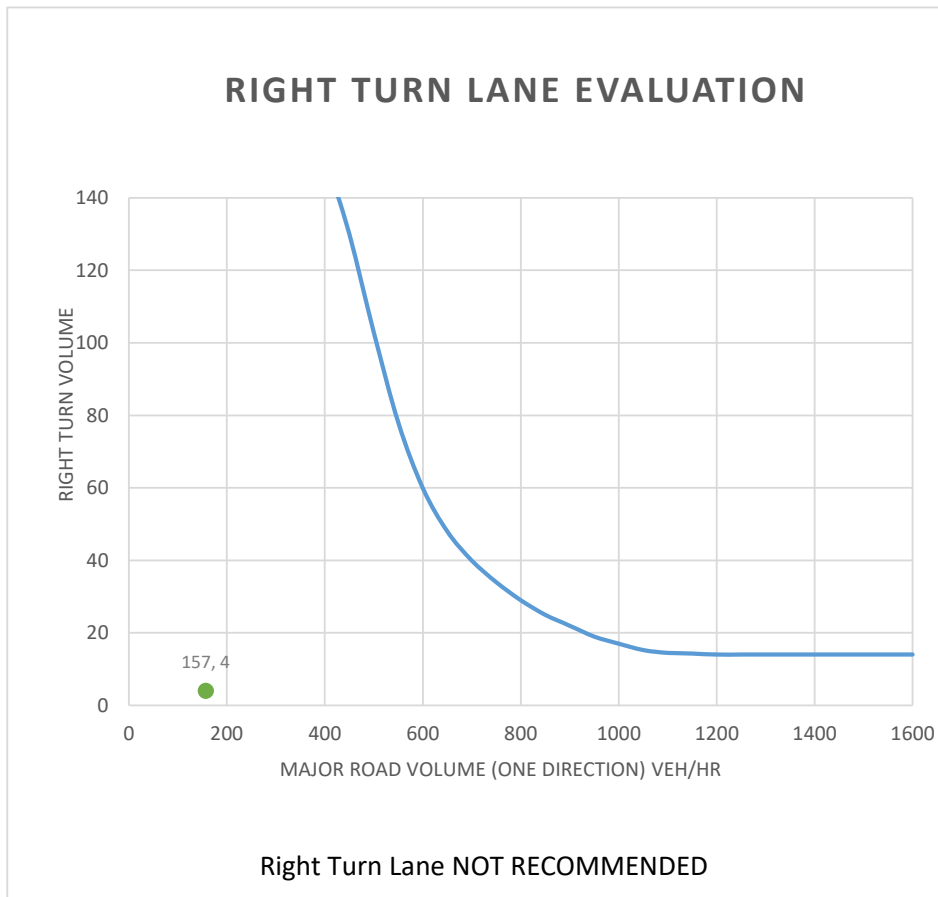
INTERSECTION #6 - REGENCY PARK DRIVE & BANNER DRIVE (NB)

SCENARIO 2027 PROJECTED TRAFFIC CONDITIONS

DIRECTION NORTHBOUND

TIME PERIOD PM PEAK HOUR

NUMBER OF LANES (2/4)	2
SPEED LIMIT (MPH)	30 USE 40
RIGHT TURN VOLUME (VPH)	4
ADVANCING VOLUME (VPH)	157

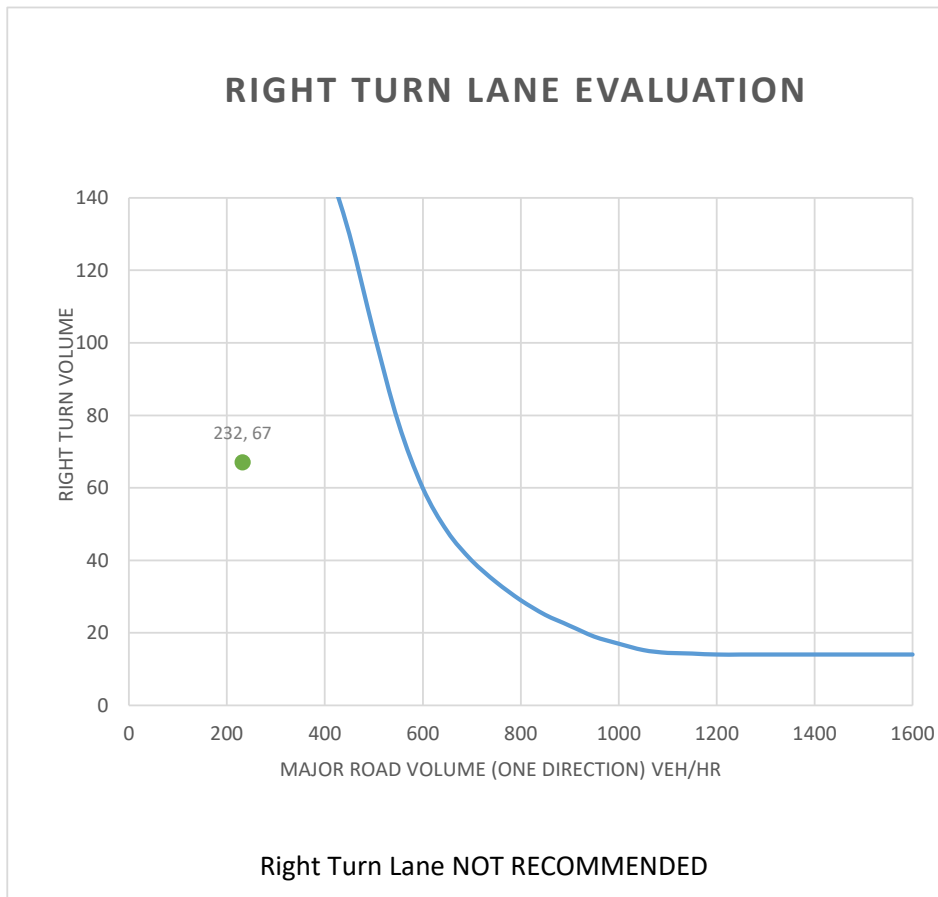


RIGHT TURN LANE EVALUATION

Based on NCHRP 457 for evaluation of right turn deceleration lanes.

PROJECT NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS
INTERSECTION #6 - REGENCY PARK DRIVE & BANNER DRIVE (SB)
SCENARIO 2027 PROJECTED TRAFFIC CONDITIONS
DIRECTION SOUTHBOUND
TIME PERIOD AM PEAK HOUR

NUMBER OF LANES (2/4)	2
SPEED LIMIT (MPH)	30 USE 40
RIGHT TURN VOLUME (VPH)	67
ADVANCING VOLUME (VPH)	232



RIGHT TURN LANE EVALUATION

Based on NCHRP 457 for evaluation of right turn deceleration lanes.

PROJECT NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS

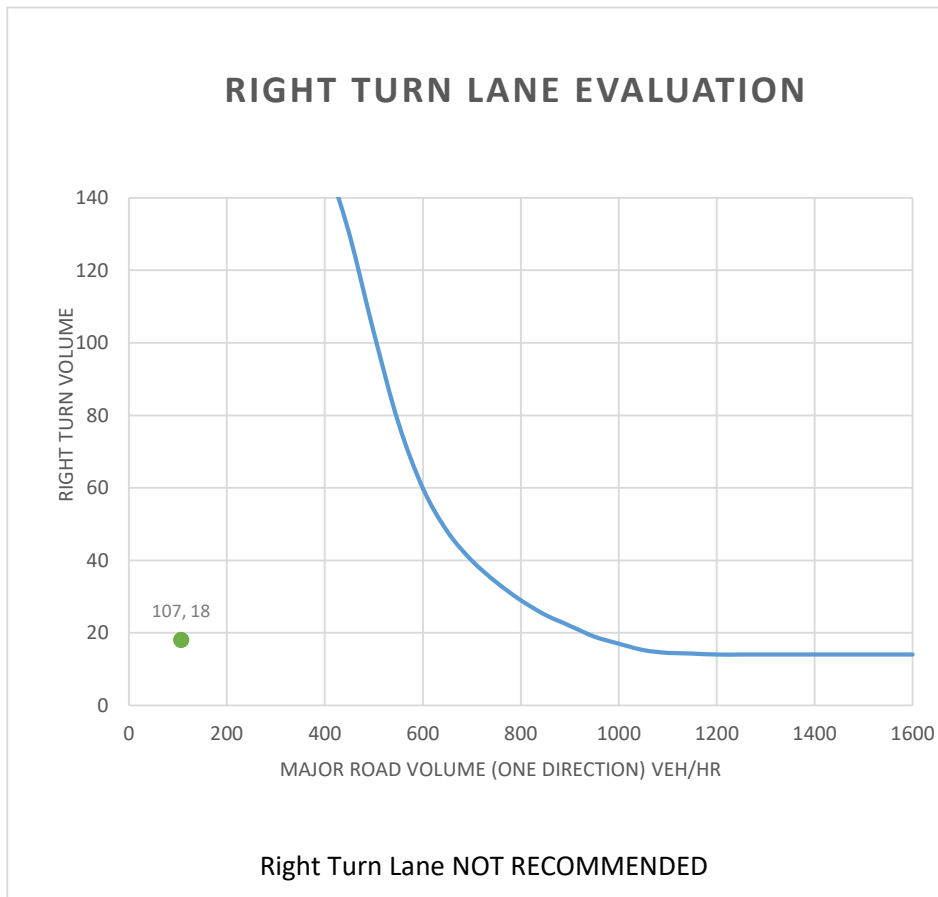
INTERSECTION #6 - REGENCY PARK DRIVE & BANNER DRIVE (SB)

SCENARIO 2027 PROJECTED TRAFFIC CONDITIONS

DIRECTION SOUTHBOUND

TIME PERIOD PM PEAK HOUR

NUMBER OF LANES (2/4)	2
SPEED LIMIT (MPH)	30 USE 40
RIGHT TURN VOLUME (VPH)	18
ADVANCING VOLUME (VPH)	107



RIGHT TURN LANE EVALUATION

Based on NCHRP 457 for evaluation of right turn deceleration lanes.

PROJECT NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS

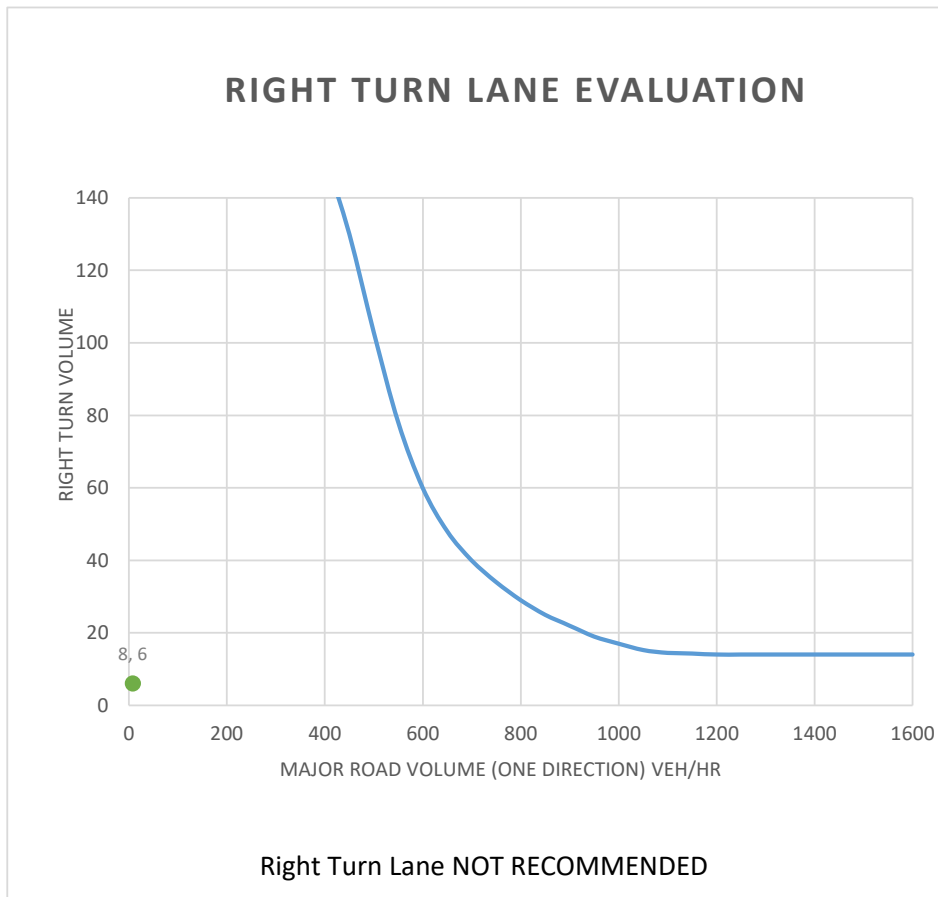
INTERSECTION #7 - AMBER DRIVE & BLUEBELL AVENUE

SCENARIO 2027 PROJECTED TRAFFIC CONDITIONS

DIRECTION NORTHBOUND

TIME PERIOD AM PEAK HOUR

NUMBER OF LANES (2/4)	2
SPEED LIMIT (MPH)	30 USE 40
RIGHT TURN VOLUME (VPH)	6
ADVANCING VOLUME (VPH)	8



RIGHT TURN LANE EVALUATION

Based on NCHRP 457 for evaluation of right turn deceleration lanes.

PROJECT NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS

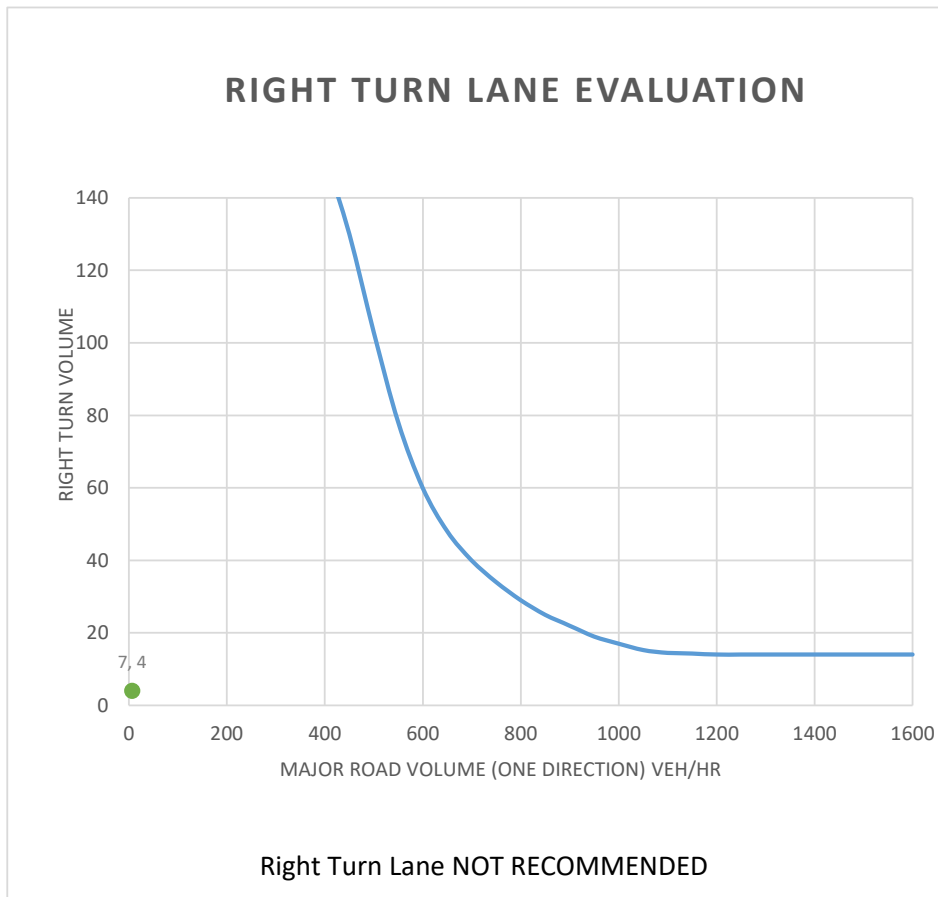
INTERSECTION #7 - AMBER DRIVE & BLUEBELL AVENUE

SCENARIO 2027 PROJECTED TRAFFIC CONDITIONS

DIRECTION NORTHBOUND

TIME PERIOD PM PEAK HOUR

NUMBER OF LANES (2/4)	2
SPEED LIMIT (MPH)	30 USE 40
RIGHT TURN VOLUME (VPH)	4
ADVANCING VOLUME (VPH)	7



RIGHT TURN LANE EVALUATION

Based on NCHRP 457 for evaluation of right turn deceleration lanes.

PROJECT NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS

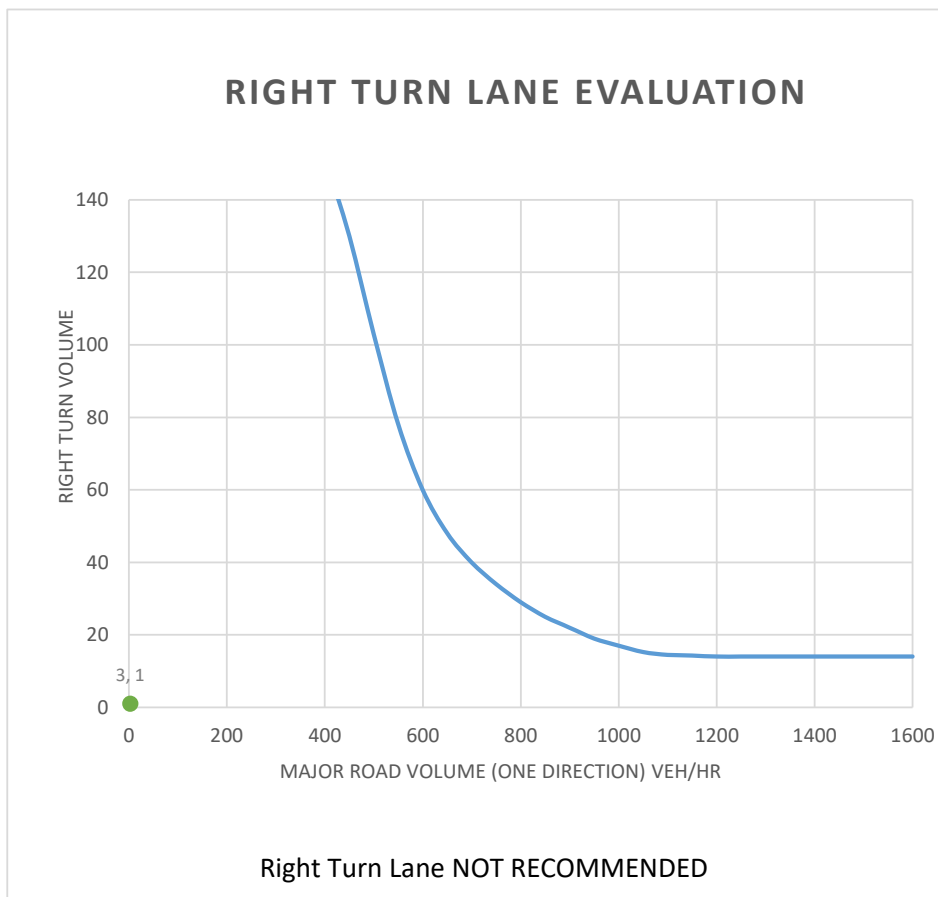
INTERSECTION #8 - ARCHER AVENUE & BLUEBELL AVENUE

SCENARIO 2027 PROJECTED TRAFFIC CONDITIONS

DIRECTION SOUTHBOUND

TIME PERIOD AM PEAK HOUR

NUMBER OF LANES (2/4)	2
SPEED LIMIT (MPH)	30 USE 40
RIGHT TURN VOLUME (VPH)	1
ADVANCING VOLUME (VPH)	3



RIGHT TURN LANE EVALUATION

Based on NCHRP 457 for evaluation of right turn deceleration lanes.

PROJECT NORTHRIDGE PARK RESIDENTIAL DEVELOPMENT TIS

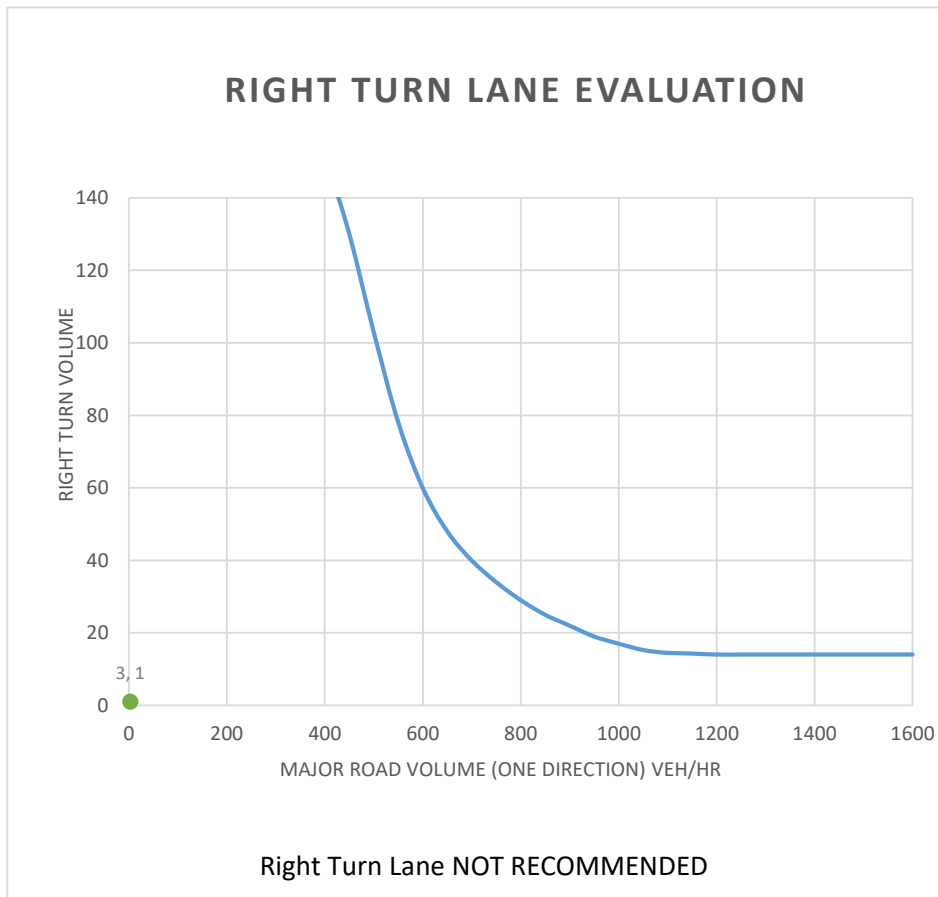
INTERSECTION #8 - ARCHER AVENUE & BLUEBELL AVENUE

SCENARIO 2027 PROJECTED TRAFFIC CONDITIONS

DIRECTION SOUTHBOUND

TIME PERIOD PM PEAK HOUR

NUMBER OF LANES (2/4)	2
SPEED LIMIT (MPH)	30 USE 40
RIGHT TURN VOLUME (VPH)	1
ADVANCING VOLUME (VPH)	3



**MINUTES OF THE MURFREESBORO
PLANNING COMMISSION
JULY 12, 2023**

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Jami Averwater
Reggie Harris
Bryan Prince
Chase Salas
Shawn Wright

STAFF PRESENT

Greg McKnight, Exec. Director Dev. Services
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Brad Barbee, Planner
Joel Aguilera, Planner
Carolyn Jaco, Recording Assistant
Roman Hankins, Assistant City Attorney

1. Call to order.

Mr. Matthew Blomeley, acting as Chair Pro Tem, called the meeting to order at 6:00 P.M.

2. Determination of a quorum.

Mr. Matthew Blomeley determined a quorum was present. Mr. Blomeley requested a motion be made to modify the Agenda to move Item 5.a. (Election of Officers) ahead of Item 4.

Mr. Chase Salas made a motion to move Item 5.a. ahead of Item 4 on the Agenda; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Reggie Harris
Bryan Prince
Chase Salas
Shawn Wright

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 12, 2023

6. Public Hearings and Recommendations to City Council:

Zoning application [2023-405] for approximately 34.2 acres located west of Memorial Boulevard to be rezoned from RS-15 to PRD (Northridge Park PRD), Brightland Homes applicant. Ms. Margaret Ann Green presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Clyde Rountree (landscape architect) and Mr. Chis Maguire (design engineer) were in attendance representing the application. Mr. Clyde Rountree gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones opened the public hearing.

1. **Mr. Mike Bacon, 2814 Archer Avenue** – opposes Archer Avenue becoming a thru-street for the proposed neighborhood mail kiosk.
2. **Ms. Ginger Richardson Palmer, 2803 Archer Avenue** – opposes Archer Avenue becoming a thru street with the increase of traffic from this development.
3. **Ms. Beverly Burke, 2822 Regency Park Drive** – voiced her concerns regarding drainage and how the proposed home next door to her lot would relate to her property.
4. **Ms. Kathleen Dineen, 2810 Archer Avenue** – voiced her concerns regarding safety due to the increase in traffic in this area.
5. **Ms. Karen Bingham 2903 Amber Drive** – voiced her opposition to the request and her concerns regarding drainage.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 12, 2023

6. **Ms. Jimmie Leiderman, 3022 Regency Park Drive** – voiced her concerns with speeding on Regency Park Drive.
7. **Mr. Rick Moffett, 2822 Regency Park Drive** – requested that some of the stub streets have emergency gates instead of full street connections.

There being no one else to speak, Chair Kathy Jones closed the public hearing.

Mr. Shawn Wright asked if Archer Avenue and Amber Drive could have gates to keep thru traffic off those streets. Ms. Margaret Ann Green explained the width of the existing streets and the widths of the existing rights-of-way as compared to the streets within the proposed Northridge Park development.

Mr. Shawn Wright made a motion to approve subject to all staff comments and subject to removing the Archer and Amber street connections; the motion was seconded by Ms. Jami Averwater. There was additional discussion regarding the street connections. The motion failed by a vote of three in favor and four against, as follows:

- Aye: Jami Averwater
Reggie Harris
Shawn Wright
- Nay: Kathy Jones
Ken Halliburton
Bryan Prince
Chase Salas

The Planning Commission discussed various items, including the location of the mail kiosk, how Lot 30 will relate to the home at 2822 Regency Park Drive, speeding, and connecting the existing stub streets to this development.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 12, 2023

Mr. Matthew Blomeley explained the opening of stub streets provides a benefit for all in this area to access Memorial Boulevard, a major arterial street. Chair Kathy Jones agreed that the stub streets had been put in place for future connection to the undeveloped property.

Mr. Chris Maguire (design engineer) came forward to discuss the traffic study and the benefits of the existing street stubs connecting to this development.

There being no further discussion, Mr. Bryan Prince moved to approve the zoning application as submitted, subject to all staff comments; the motion was seconded by Vice-Chairman Ken Halliburton and carried by the following vote:

- Aye: Kathy Jones
Ken Halliburton
Bryan Prince
Chase Salas
- Nay: Jami Averwater
Reggie Harris
Shawn Wright

Zoning application [2023-407] for approximately 16.5 acres located along Veterans Parkway to be rezoned from CH to PRD (approx. 12.8 acres) and PCD (approx. 3.7 acres), Cornerstone Development, LLC applicant. Ms. Marina Rush presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Brian Grover (landscape architect), Mr. Matt Taylor (design engineer), Mr. John Harney (developer), and Mr. Joey Minge (developer) were in attendance representing the application. Mr. Brian Grover gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

ORDINANCE 23-OZ-27 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 34.2 acres located west of Memorial Boulevard from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District (Northridge Park PRD); Brightland Homes, applicant, [2023-405].

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

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

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

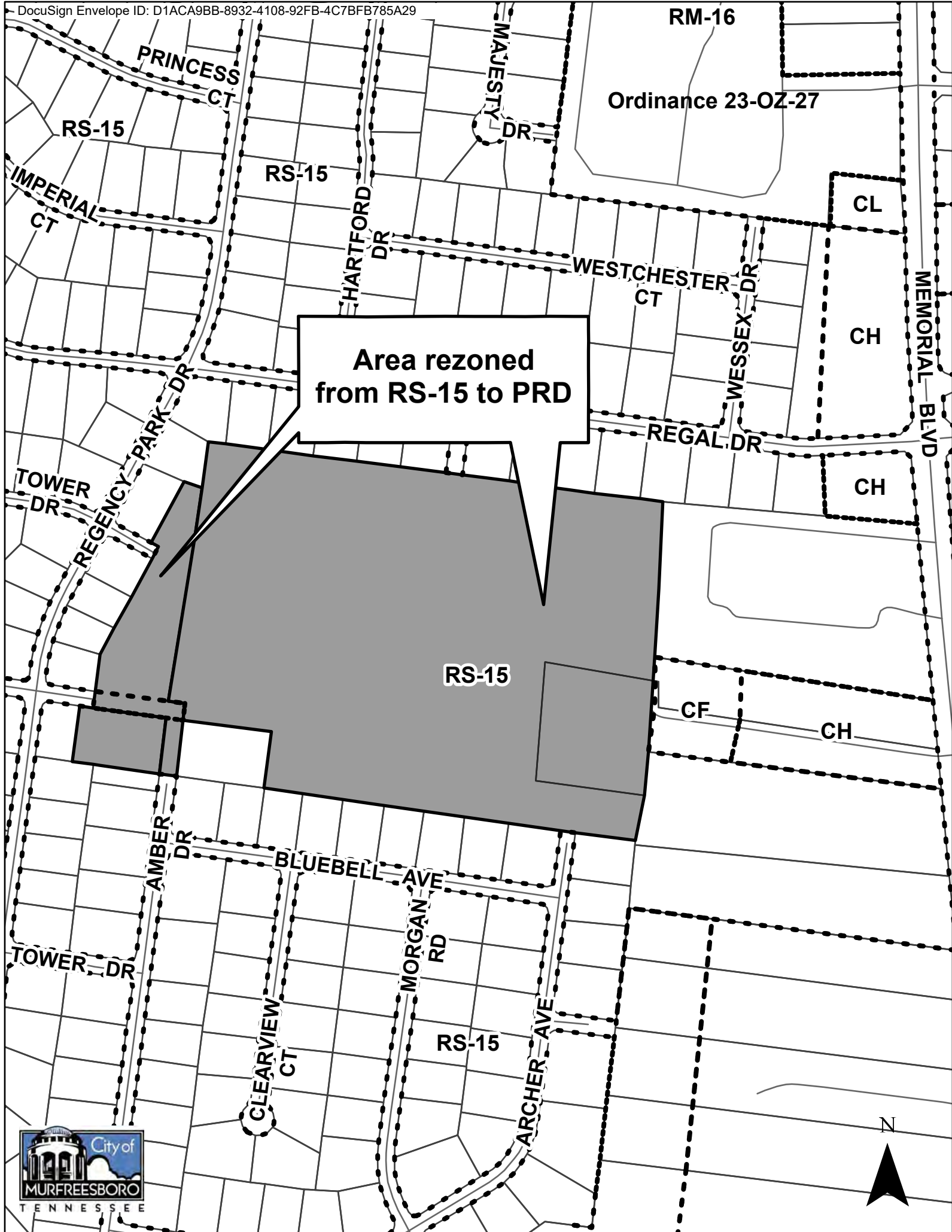
Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51F8461...
Adam F. Tucker
City Attorney

SEAL



**Area rezoned
from RS-15 to PRD**

RS-15

RM-16

Ordinance 23-OZ-27

CL

CH

CH

CF

CH



N



COUNCIL COMMUNICATION

Meeting Date: 08/17/2023

Item Title: Rezoning property along Veterans Parkway
[Public Hearing Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Zoning of approximately 16.46 acres located along Veterans Parkway north of Franklin Road.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning. The Planning Commission recommended approval of the zoning request.

Background Information

Cornerstone Development, LLC presented to the City a zoning application [2023-407] for 16.46 acres located along Veterans Parkway to be rezoned from CH (Commercial Highway District) to PCD (Planned Commercial District – 3.69 acres) and PRD (Planned Residential District – 12.77 acres). During its regular meeting on July 12, 2023, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

This rezoning will enable commercial development, which will create employment opportunities for the community and generate tax revenue for the City.

Attachments:

1. Ordinance 23-OZ-28
2. Maps of the area
3. Planning Commission staff comments from the 07/12/2023 meeting
4. Planning Commission minutes from the 07/12/2023 meeting
5. Sullivan’s Retreat PRD/PCD pattern book

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JULY 12, 2023
PROJECT PLANNER: MARINA RUSH**

6.b. Zoning application [2023-407] for approximately 16.46 acres located along Veterans Parkway to be rezoned from CH to PRD (approx. 12.77 acres) and PCD (approx. 3.69 acres), Cornerstone Development, LLC applicant.

The applicant, Cornerstone Development, is requesting to rezone the subject property from Commercial Highway (CH) to Planned Residential District (PRD) and Planned Commercial District (PCD). The proposed PRD portion (excluding the proposed 0.65 of public street right-of-way) is approximately 12.12 acres and would allow for development of 80 single-family attached residences (townhomes) at a density of 6.6 dwelling units/acre. The proposed PCD portion is approximately 3.69 acres and would allow for the development of five commercial buildings, totaling approximately 23,500 square feet, for retail, dining, and office uses. The subject property is located along the east side of Veterans Parkway, just north of Franklin Road and is identified as:

- Tax Map 93, Parcel 27.02 (15.62 acres)
- Tax Map 93, Parcel 27.04 (0.9 acres)



Previously, at the October 7, 2020, Planning Commission meeting, the applicant proposed to rezone the property to PRD for 89 residential units. Following that public hearing, the applicant placed the proposed PRD zoning on hold to make revisions and work with staff to improve the appearance and interconnectivity with the commercial property along Veterans Parkway. The current proposal modifies that plan by decreasing the number of residences and including the commercial PCD portion.

A significant feature in this development rezoning is two “pedestrian promenades.” These pedestrian corridors are approximately 25 feet wide, tree lined and landscaped through the non-street portions connecting the residential with the commercial. The promenades extend into landscaped walkways between the commercial buildings and include outdoor formal sitting areas, plaza, and landscaped walkways.

Adjacent Land Use and Zoning

The surrounding area consists of a mixture of zoning types and uses. Overall Creek and its floodway border the subject property along its east side. The land further to the east is in the unincorporated portion of Rutherford County and is zoned Medium-Density Residential (RM) and developed with single-family residential lots. The land to the north is zoned Commercial Fringe (CF) in the City and has site plan approval for a retail center and self-service storage facility. The properties to the west and south are zoned CH and are developed with a dental office, veterinary clinic, and Kroger shopping center. Further west across Veterans Parkway is zoned CH and PRD allowing for future development of 84 single-family residences, comprised of 36 attached and 28 detached house units. Properties are currently developed with single family residences on large lots.

Sullivans Retreat PRD:

The main entrance will be a new public right-of-way (ROW) via Veterans Parkway, approximately 444 linear feet to end as a cul-de-sac, and will include three travel lanes at the Veterans Parkway intersection. Private roads into the residential and commercial portions extend from the new ROW and include a private street behind the existing commercial buildings. This private road will allow for secondary access to Veterans Parkway and to the existing signalized intersection in front of Kroger. The circulation through the residential PRD portion will be private roads and alleys.

The residential PRD portion of the development will consist of 80 single-family attached townhome units within 6-unit, 5-unit, and 4-unit buildings. The proposed homes will be a minimum of 1,350 square feet in size and each unit will have 3 bedrooms and rear-entry garages. The required parking is 264 spaces and parking proposed is 379 spaces and includes garages (110 spaces), 35-foot length driveways (220 spaces) and guest parking along the streets (49 spaces).

Exterior building materials proposed are a mix of brick, stone, and cement board siding with the materials varying between each unit on the front elevations, brick material on the sides and rear, and an 18-inch brick water table along all building sides. Each unit will have a covered porch or covered entrance. The windows on the front have shutters flower boxes and flower boxes on the rear windows. Garage doors will have windows. Details and examples of the architectural character of the buildings are listed on Pages 12-17. The residential amenities include a pavilion, playground, dog park, fire pit, walking trails, and play lawn. A 3-rail split fence will provide a visual transition between the residential and commercial to create a sense of separation without walling off the two areas from each other.

Solid waste will be managed with individual trash carts collected by a private hauler and no trash compactor. Truck turning templates are included in the program book demonstrating that trash hauling vehicles can maneuver the private streets and alleys for collection.

In addition, all residential units will be sold under a horizontal property regime (HPR) to individual buyers, and the homeowners' association will maintain the common areas, private streets and alleys, and private streetlights. The program book, page 11, includes the following text relating to the sale of the units to individuals: "Single-family attached homes developed within the subdivision shall not be sold in bulk to a developer or owner of rental units for the purpose of operating a rental community. The builder of the single-family attached homes within the subdivision shall sell the units to individual buyers on an individual contract basis, not as a bulk transaction to a single entity."

FRONT ELEVATION:



REAR ELEVATION:



PRD Exceptions Requested:

The applicant requests the following exceptions from the standards required by the Zoning Ordinance when compared to the RS-A, Type 2 zoning district, and are listed on page 23 of the program book:

1. The western portion of the PRD along the commercial parking lot shall not have a planting yard. This rezoning proposes an exception to reduce the planting-yard from 10' to 0' for this portion only.
2. Requesting an exception that solid waste will be handled via trash carts from a private hauler instead of the required trash compactor for townhome developments of 75 or more units.
3. Requesting an exception to allow the private roads to have a minimum horizontal turn radius of 100'. (See truck turn template diagram)
4. Requesting an exception to the provided two-car garage dimensions on Page 11. Zoning Ordinance Section 26 (C.1.a)[5] interior 2-car garages from wall to wall shall be dimension of 19 feet 4 inches by 20 feet (depth) to allow a reduction of 5 inches to the width for a total width of 18 feet-11inches. To compensate for the reduction of 5 inches width there will be a "bump-out" (6'-3" x 11'-10") space to accommodate a trash cart.

Sullivans Retreat PCD:

The development will consist of five commercial buildings along the western portion of the property, behind the existing dental, multi-tenant commercial and veterinary hospital along Veterans Parkway. Buildings A through D are located on Commercial Lot #2 and Building E is located on Commercial Lot #1. The buildings will be one-story, up to 42 feet in height, and with designs in compliance with the Murfreesboro Design Guidelines. The tenants and specific uses are not yet known currently; however, the specific permitted uses for each commercial lot are listed on page 25. The primary difference is Lot 1 allows for restaurants with drive-through window service and Lot 2 does not allow drive-through service. The program book includes a list of prohibited uses, including pain clinic, drug and alcohol rehab centers, vape/cigarette/tobacco shops, liquor store, beer store, and gas station.

- 1. Building A (Lot 2) – 5,750 +/- square feet
- 2. Building B (Lot 2) - 5,750 +/- square feet
- 3. Building C (Lot 2) – 4,250 +/- square feet
- 4. Building D (Lot 2) – 4,250 +/- square feet
- 5. Building E (Lot 1) – 3,500 +/- square feet

The center will be parked at the Commercial Center parking ratio (1 space / 225 sq ft), which requires a minimum of 104 spaces. The PCD depicts 140 standard parking spaces. The pedestrian corridors include a variety of landscaping, pedestrian lighting, and sitting areas. Several renderings are included in the Sullivans Retreat PCD portion of the program book that highlight the building appearance, landscaping treatment, and interconnectivity between the commercial and residential.





PCD Exceptions Requested:

The applicant requests the following exceptions from the standards required by the Zoning Ordinance when compared to the CH zoning district, and are listed on page 39 of the program book:

1. Requesting an exception to the required Landscape Buffer D along the eastern side of Lot 2 of the PCD. The intent with this design is to create an urban street frontage. A required row of perimeter shrubs will be required along this edge to create a visual threshold to help separate the homes from the commercial area. P
2. Requesting the planting yard along the east side of the PCD adjacent to the PRD be reduced from 10' to 0'.

Future Land Use Map:

The Future Land Use Map (FLUM) of the *Murfreesboro 2035 Comprehensive Plan* indicates that “Auto-Urban Residential” and “Neighborhood Commercial” are the most appropriate land use characters for the project area, as shown on the map on the following page. The general characteristics of Auto-Urban Residential are less openness between dwellings, urban landscaping, emphasis on connectivity within the development, density range of 4.0-12.0 du/acre, and PRD zoning for townhome developments. Criteria for townhome development is 20% maximum developable

area can be dedicated for attached residential units (e.g, townhomes) and 40% maximum overall unit count can be townhomes.

The proposed PRD is consistent with the AUR characteristics, but not with the AUR development criteria regarding the percentages for area and number of units devoted to single-family attached development. The PRD program book states “the development is providing 80 units of the 145 possible based on the allowable density. This plan also aligns with the proposed standards in terms of enhanced streetscapes, pedestrian connectivity, and enhanced landscapes.” In addition, of note, the original application was submitted in 2020 under the previous 2035 FLUM, which had different criteria.

The FLUM indicates that Neighborhood Commercial is the most appropriate land use character for the project area. The characteristics are smaller scale neighborhood commercial configurations, smaller buildings, buffers adjacent to residential, localized trade uses within a community or neighborhood. The proposed PCD zoning is consistent with the Suburban (Neighborhood) Commercial designation.



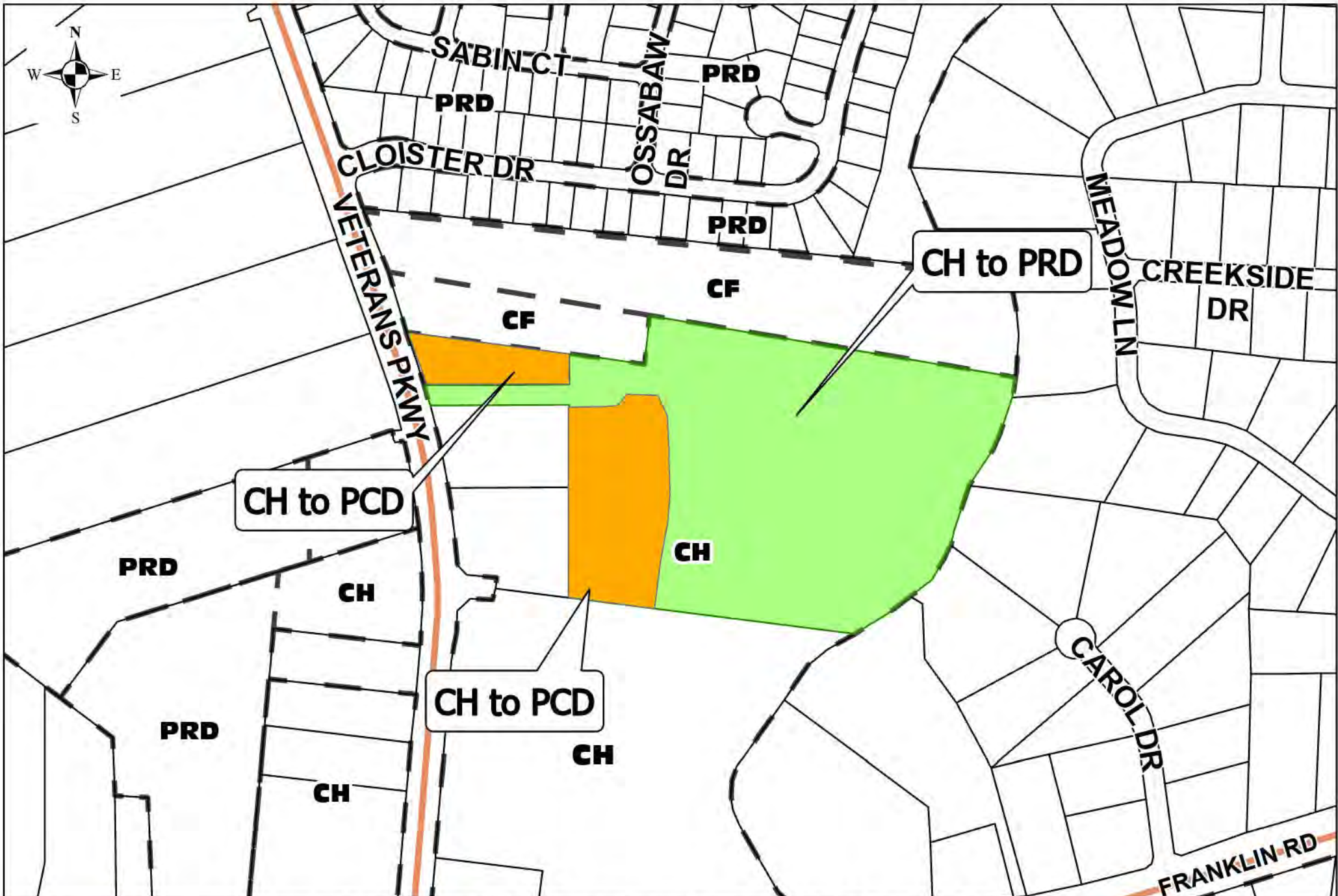
Recommendation:

Staff supports the rezoning request to PRD and PCD for the following reasons:

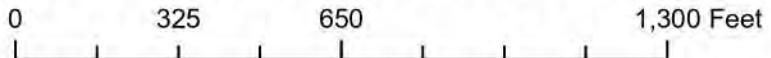
- 1) The PRD zoning, as proposed, is compatible with the existing adjacent residential uses to the east and further to the north.
- 2) The PRD zoning is consistent with the 2035 Future Land Use Map designation of Auto Urban Residential, with respect to the development characteristics and design. It is not consistent with the AUR development criteria for the percentages allowed for the area dedicated for townhomes and the townhome unit count. However, because the original application was submitted in 2020 under the previous 2035 FLUM, which had different criteria, this is a good candidate to deviate from the FLUM.
- 3) The PCD zoning, as proposed, would be consistent with the FLUM's recommended Neighborhood Commercial land use designation and characteristics.
- 4) The PCD zoning is compatible with the existing commercial single-story buildings and uses along the west property line.
- 5) The program book for the Sullivan's Retreat PCD and PRD includes strong connectivity between the residential and commercial uses, including two "pedestrian promenades," each 25 feet wide, tree lined and landscaped through the non-street portions.

Action Needed:

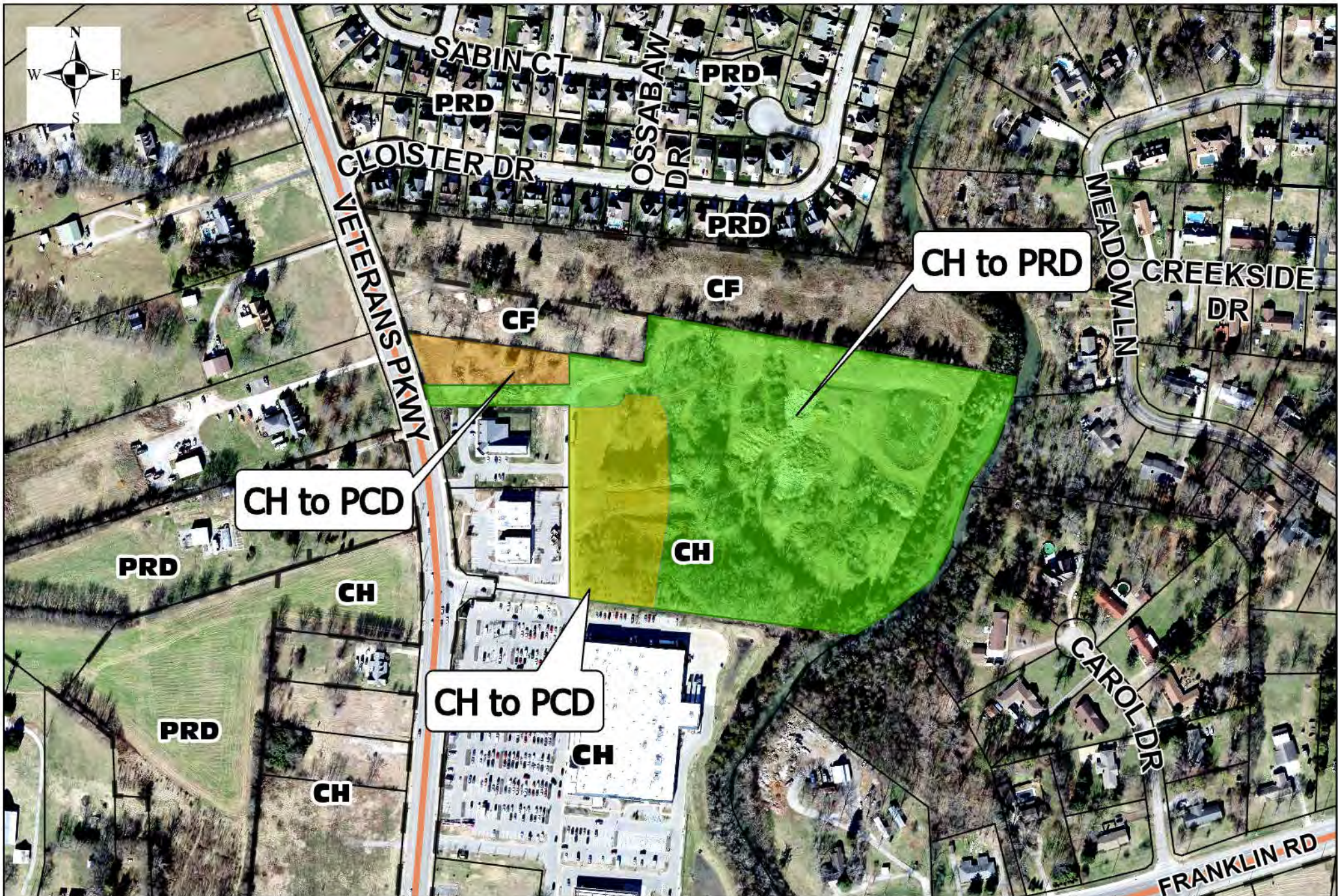
The applicant and his representative will be available at the Planning Commission meeting to discuss the proposed rezoning request. The Planning Commission will need to conduct a public hearing, after which it will need to formulate a recommendation to the City Council.



**Rezoning request for property along Veterans Parkway
CH to PRD and PCD (Sullivans Retreat PRD and PCD)**



Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov



**Rezoning request for property along Veterans Parkway
CH to PRD and PCD (Sullivans Retreat PRD and PCD)**



Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov



City of Murfreesboro
Planning and Engineering Department
 111 W. Vine Street, P.O. Box 1139
 Murfreesboro, TN 37133-1139
 (615) 893-6441 Fax (615) 849-2606
 www.murfreesborotn.gov

Creating a better quality of life

Zoning & Rezoning Applications – other than rezoning to planned unit development	\$700.00
Zoning & Rezoning Applications – Planned Unit Development, initial or amended	\$950.00

Procedure for applicant:

The applicant must submit the following information to initiate a rezoning:

1. A completed rezoning application (below).
2. A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)
3. A non-refundable application fee (prices listed above).

For assistance or questions, please contact a planner at 615-893-6441.

To be completed by applicant:

APPLICANT: _____

Address: _____ City/State/Zip: _____

Phone: _____ E-mail address: _____

PROPERTY OWNER: _____

Street Address or property description: _____

and/or Tax map #: _____ Group: _____ Parcel (s): _____

Existing zoning classification: _____

Proposed zoning classification: _____ Acreage: _____

Contact name & phone number for publication and notifications to the public (if different from the applicant): _____

E-mail: _____

APPLICANT'S SIGNATURE (required): _____

DATE: _____

*****For Office Use Only*****

Date received: _____ **MPC YR.:** _____ **MPC #:** _____

Amount paid: _____ **Receipt #:** _____

SULLIVAN'S RETREAT

A REQUEST FOR REZONING TO A PLANNED RESIDENTIAL DISTRICT (PRD) AND PLANNED COMMERCIAL DISTRICT (PCD)

Murfreesboro, Tennessee



Initial Submittal

May 18th, 2023

Resubmitted

June 7th, 2023 for the
June 14th, 2023 Planning Commission Meeting

Resubmitted

July 5th, 2023 for the
July 12th, 2023 Planning Commission Public Hearing

Resubmitted

August 1st, 2023 for the
August 17th, 2023 City Council Public Hearing

SEC, Inc.

SEC Project #20076

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Company Name: SEC, Inc.
 Profession: Planning.Engineering.Landscape Architecture
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 Phone: (615) 890-7901
 Email: rmolchan@sec-civil.com/ mtaylor@sec-civil.com
 Web: www.sec-civil.com

*850 Middle Tennessee Blvd.
 Murfreesboro, Tennessee 37129*

Company Name: Cornerstone Development, LLC
 Profession: Developer
 Attn: Joey Minge
 Phone: (615) 642-2341
 Email: jminge@cornerstonedevelopmentllc.com

*216 Noah Drive, Suite 100
 Franklin, Tennessee 37064*

Company Name: The Parks Group
 Profession: Real Estate Agent
 Attn: John Harney
 Phone: (615) 542-0715
 Email: jharney@theparksgroupcommercial.com
 Web: www.parks-group.com

*1535 W. Northfield Boulevard, Suite 7
 Murfreesboro, Tennessee 37129*

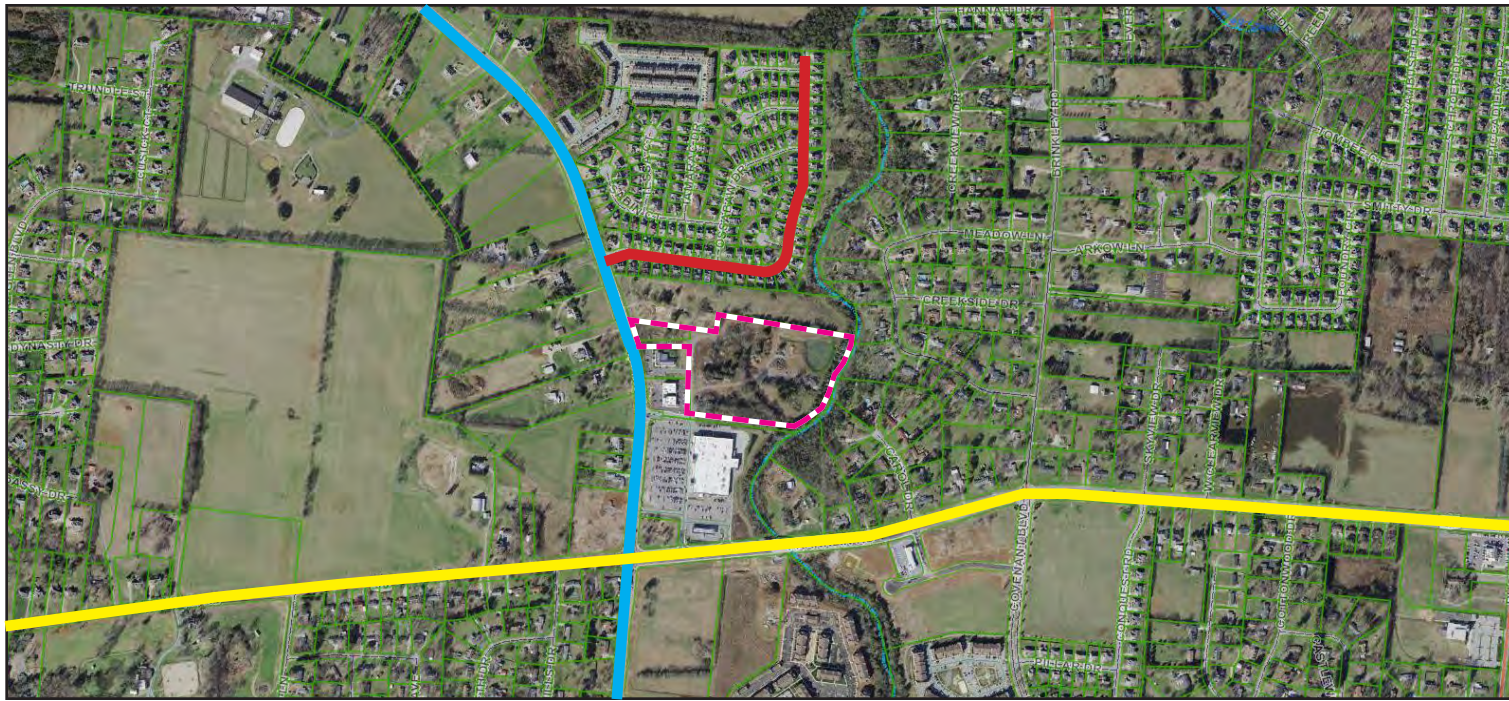
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AERIAL PHOTOGRAPH

Not To Scale

- Veterans Parkway
- Franklin Road (HWY 96)
- Cloister Drive



Site

Cornerstone Development, LLC respectfully requests rezoning of a portion of the Wright Property on Veterans Parkway from Commercial Highway (CH) to Planned Residential District (PRD) and Planned Commercial District (PCD) to create Sullivan’s Retreat. The property is located along the eastern side of Veterans Parkway, north of Franklin Road (HWY 96). The site is identified as Parcel 27.02 and 27.04 of Tax Map 93 (16.46 acres). 12.12 acres of Parcel 27.02 will be rezoned to a PRD for this development. The remaining southern portion of Parcel 27.02 and Parcel 27.04 (3.69 acres) will be zoned to PCD. The approximately 0.65 acres remaining shall be dedicated as ROW. The purpose of this development is to promote the diversification in the uses permitted and variation in the relationship of uses, structures, and open space.

The main portion of the development will be Sullivan’s Retreat. The development will consist of 80 single-family attached townhomes on approximately 12.12 acres, for a density of 6.6 dwelling units per acre. All townhome units will be created via a Horizontal Property Regime (HPR). The proposed units will be at least 1,350 sf. All units will have a minimum of 3 bedrooms, with a minimum one car rear-entry garage off of private alleys with decorative garage doors. The home elevations will be constructed of masonry materials to add quality and character to the community. Each townhome building will have foundation landscaping and sodded front yards. Along the streets, street lights will add character and continuity to the neighborhood. The entrance will incorporate signage at the new public roadway along the cul-de-sac. The H.O.A. will maintain the common areas and exteriors.

The PCD component of this development will be the transitional space between the commercial properties and the proposed townhomes. The proposed commercial development will include five buildings (totaling approximately 23,500 sqft) that will allow retail, restaurants and office space to this growing area of Murfreesboro. The buildings will be surrounded by various outdoor formal sitting area, plazas and landscaping that will bring a unique character to this area. This commercial district shall create a cohesive pedestrian network connecting the proposed commercial uses with the proposed townhomes, fostering a vibrant and walkable residential and commercial environment for residents and patrons alike.



ZONING MAP

Not To Scale

- | | | |
|--|---|--|
| RS-12 Residential Single-Family | PRD Planned Residential District | PUD Planned Unit District |
| RS-15 Residential Single-Family | PCD Planned Commercial District | |
| RM-16 Residential Single-Family | RM Medium Density Residential (RM) Rutherford County | |
| CH Commercial Highway | CS Commercial Services (Rutherford County) | |
| CF Commercial Fringe | CG Commercial General (Rutherford County) | |



Site

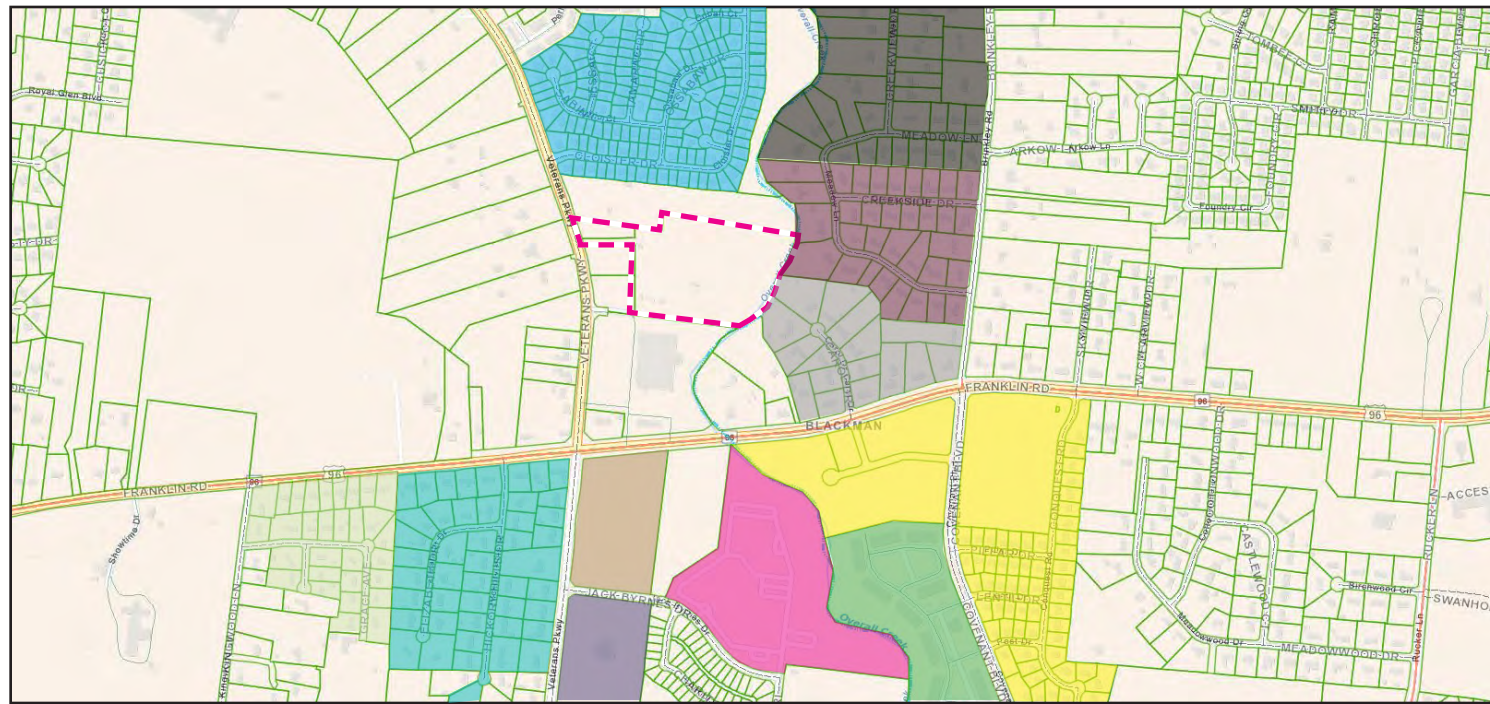
The surrounding area consists of a mixture of zoning types and uses. The land to the east is zoned Residential Medium Density (RM) in Rutherford County. The land to the north of the property is zoned Commercial Fringe (CF) in the City of Murfreesboro. The land to the west is zoned Commercial Fringe (CF) and Commercial Highway (CH) in the City of Murfreesboro. The land to the south of the property is zoned Commercial Highway (CH) in the City of Murfreesboro.

2035 FUTURE LAND USE MAP



The Murfreesboro Future Land Use Map Amendment proposes this area as Auto-Urban Residential Character (AUR). The character of this land use includes single-family attached and detached products. Density for this character type maxes out at 12 units per acre. Generally compatible zoning districts include RS-6, RS-8, RS-10, RS-A1 (limited), RS-A2 (limited), RS-A3 (limited), R-D, PRD, and PUD.

The proposed development aligns with the Murfreesboro Future Land Use Plan in terms of provided amenities, dwelling types, and proposed zoning. Although attached unit percentage is greater than the considered percentage for this character area, the development is providing 80 units of the 145 possible based on the allowable density. This plan also aligns with the proposed standards in terms of enhanced street scapes, pedestrian connectivity, and enhanced landscapes.



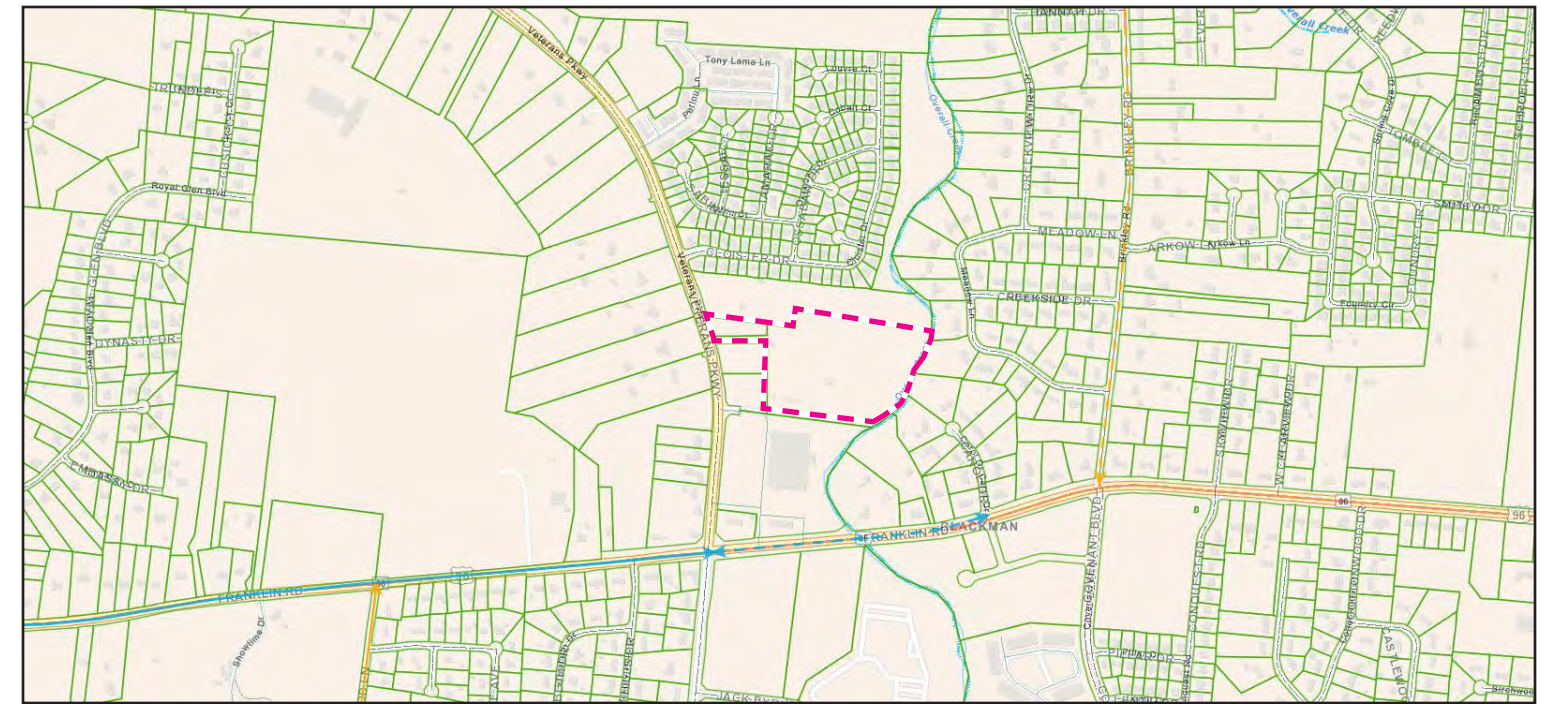
SUBDIVISION MAP

Not To Scale

- | | | |
|-------------------------------|-----------------------|--|
| The Cloister | Jack Byrnes Drive | Hickory Hills |
| Overall Creek Apartments | Franklin Road Estates | Franklin Road Estates |
| Kingdom Ridge | Meadow Lane | Fellowship Bible Church of Rutherford County |
| The Preserve at Kingdom Ridge | K.C. Subdivision | |
- Site

Sullivan’s Retreat is surrounded by a mixture of residential subdivisions, and commercial uses. The Cloister is a residential development consisting of two story single family detached homes that include garages. North of the Cloister is The Villas at Cloister which consists of townhomes without garages that feature substantial vinyl in their facades. The exterior elevations consist of primarily vinyl siding with brick along the front elevation for most units. There is one primary point of ingress/egress to the development from Veterans Parkway. South of the project site, across Franklin Road (HWY 96), are multiple single family detached subdivisions with a mixture of one and two story elevations. East of the development is Meadow Lane and Franklin Road Estates. Meadow Lane and Franklin Road Estates are residential developments consisting of one and two story single family detached homes with side entry garages. All elevations are primarily vinyl siding with brick along the front elevation for most units.

Southwest of the site heading towards the Franklin Road and Veterans Parkway intersection is a small chain of commercial uses. The Creekwood Veterinary Hospital is directly to the west of the property. To the southwest is a small retail center and Dental Care of Veterans Parkway. South of the site is the Veterans Parkway Kroger. All of these properties are connected to the PRD site via a private access drive at the rear of the existing properties.



2040 MAJOR TRANSPORTATION PLAN

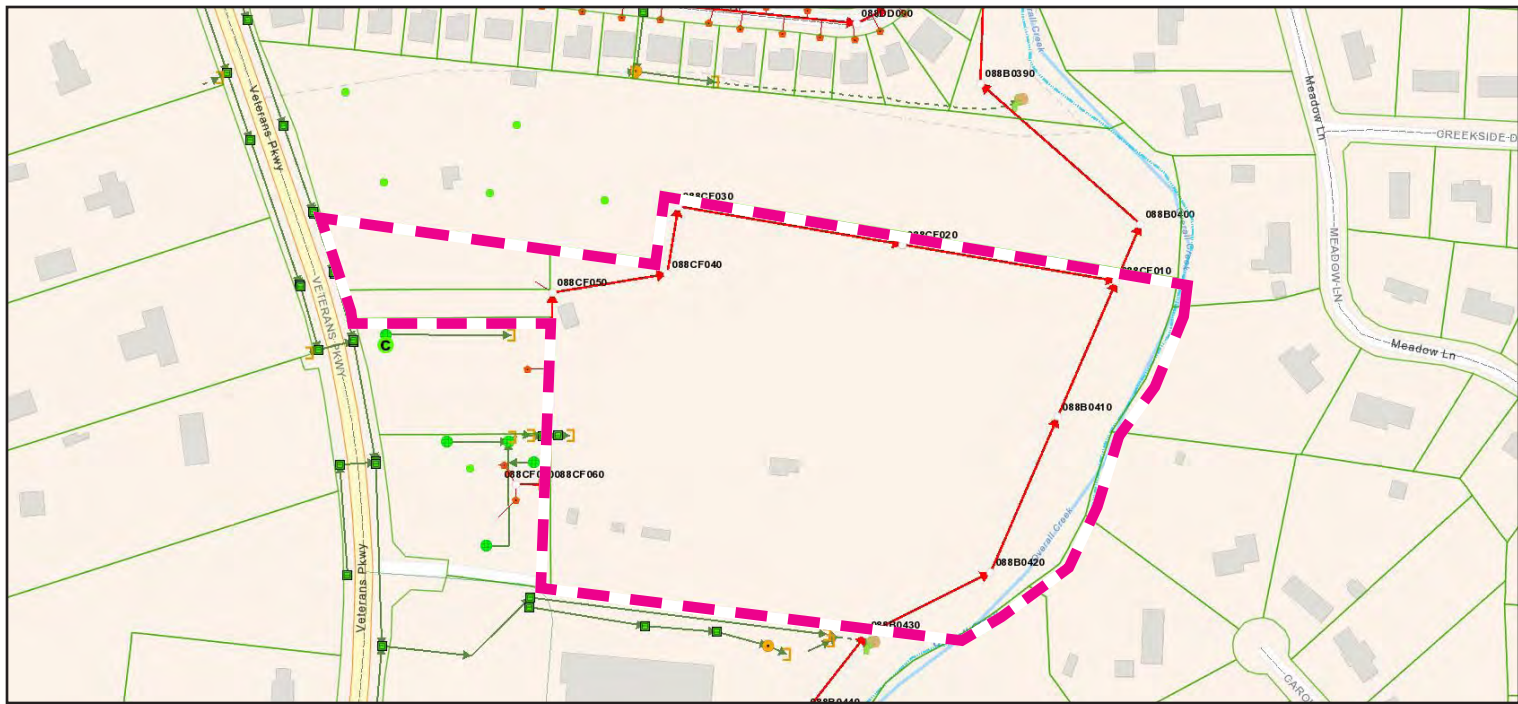
Not To Scale

- | | | |
|----------------|----------------|----------------|
| 2 LANE BRIDGE | 6 LANE ROADWAY | 3 LANE ROADWAY |
| 3 LANE ROADWAY | 7 LANE ROADWAY | 4 LANE ROADWAY |
| 4 LANE ROADWAY | 8 LANE ROADWAY | 5 LANE ROADWAY |
| 5 LANE ROADWAY | | |
- Site

The property has/will have access to the existing public rights-of-way of Veterans Parkway through two entrances. Veterans Parkway is not on the City of Murfreesboro’s Major Thoroughfare Plan and is up to date as a 5-lane roadway.

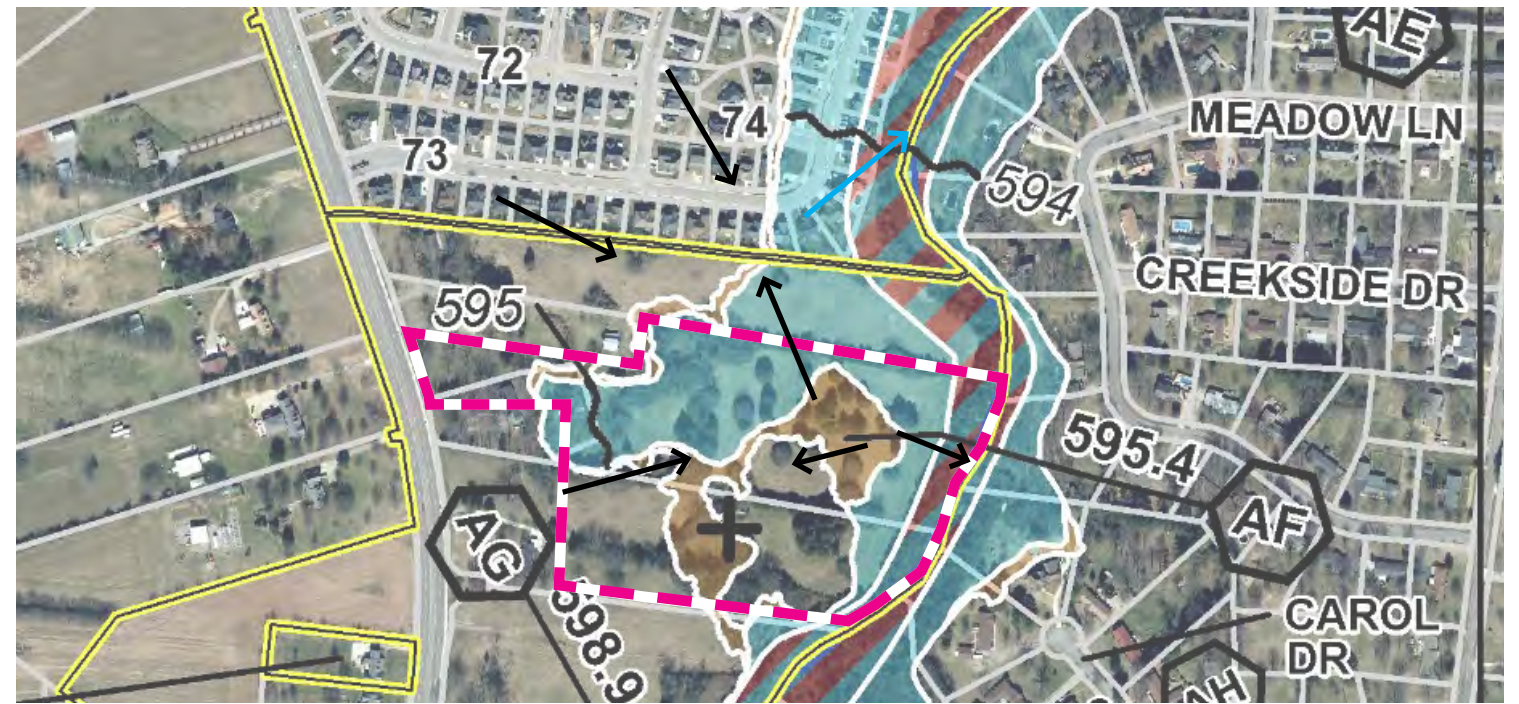
Within the development the applicant is proposing a single 50’ public ROW ending in a cul-de-sac at the residential portion of the development which will serve as the primary entrance. The secondary means of access to the property will be via the existing private drive behind the existing commercial lots fronting onto Veterans Parkway. This connection allows residents and visitors access back to an existing signalized intersection to provide safer left-hand turns onto Veterans Parkway. All other internal drives within the residential development will be private roadways with turn down sidewalks.

Shared access drives are recorded in Plat Book 41, Page 122 and Plat Book 38, Page 287.



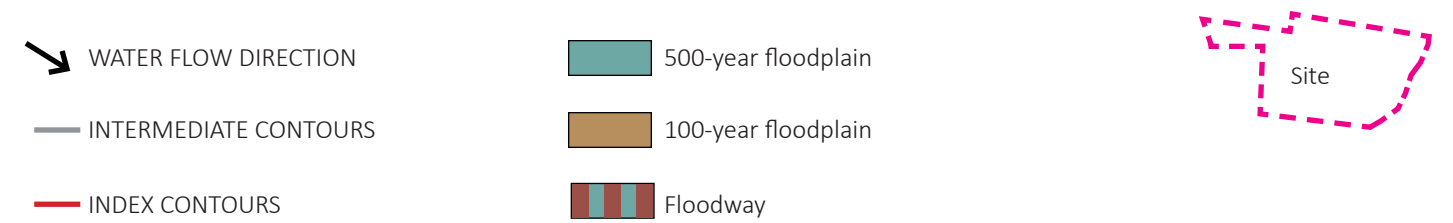
UTILITY MAP

Not To Scale



HYDROLOGY AND TOPOGRAPHY

Not To Scale



Water service will be provided by the Consolidated Utility District. There is an existing 12" ductile iron water line along Veterans Parkway. The developer will be responsible for extending the waterline into the site for domestic and fire water service.



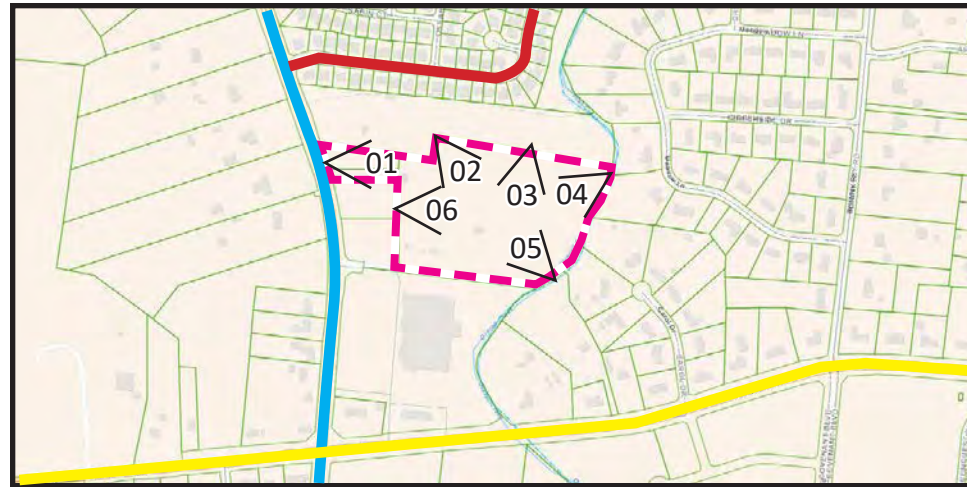
Sanitary sewer service will be provided by the Murfreesboro Water Resources Department. Sanitary sewer service can connect to an existing 18" gravity sewer line running the length of the eastern edge of the property as well as an 8" line along the northern part of the site. Construction will extend the sewer service into the site and the developer will be responsible for extending the sewer into this property.



Electric service will be provided by Middle TN Electric. Service will be extended from Veterans Parkway. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.

The topographic map above shows the site's topographic high point generally at the south western and north western corners of the property. From these high point, the property drains towards the north and east. Stormwater that drains to the north, flows towards the Cloister subdivision. Stormwater that drains to the east flows towards Overall Creek.

A portion of this property lies in zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0255J eff. 05/9/2023. The eastern perimeter of this property lies within the Overall Creek floodway and has an estimated base flood elevation at 595.5 feet, base flood elevation to be verified at site plan level.



- Veterans Parkway
- Franklin Road (HWY 96)
- Cloister Drive

PHOTO DIRECTION MAP

Not To Scale



View from Proposed Entrance Along Veterans Parkway Looking East



View from Northwest Corner of Property Looking Southeast



View from Northern Perimeter Looking South



View from Northeast Corner of Property Looking Southwest



View from Southeast Corner of Property Looking Northwest



View from Shared Access Drive Along Western Perimeter Looking East

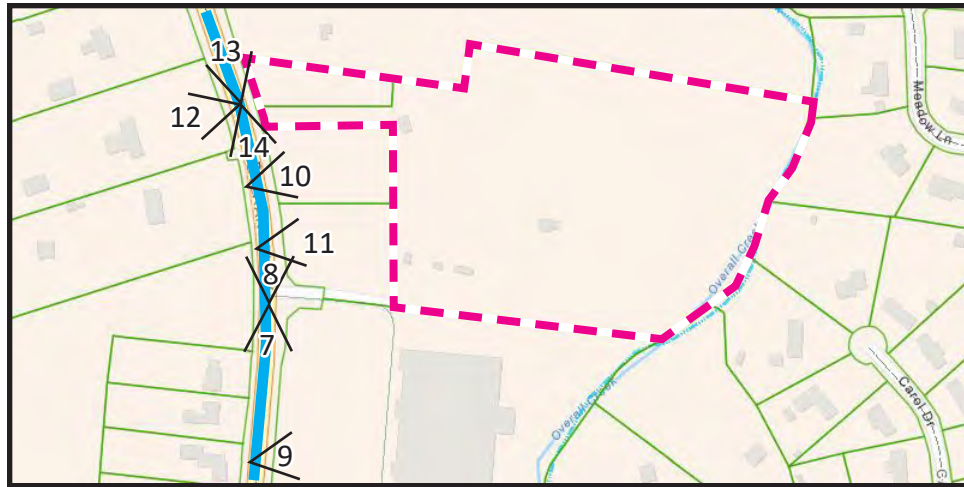


PHOTO DIRECTION MAP

Not To Scale



View of Kroger Shared Access Intersection Looking South



View from Existing Kroger Shared Access Intersection Looking North



View of Kroger from Veterans Parkway Looking East



View of Creekwood Vet Hospital from Veterans Parkway Looking East



View of Existing Commercial Center from Veterans Parkway Looking East



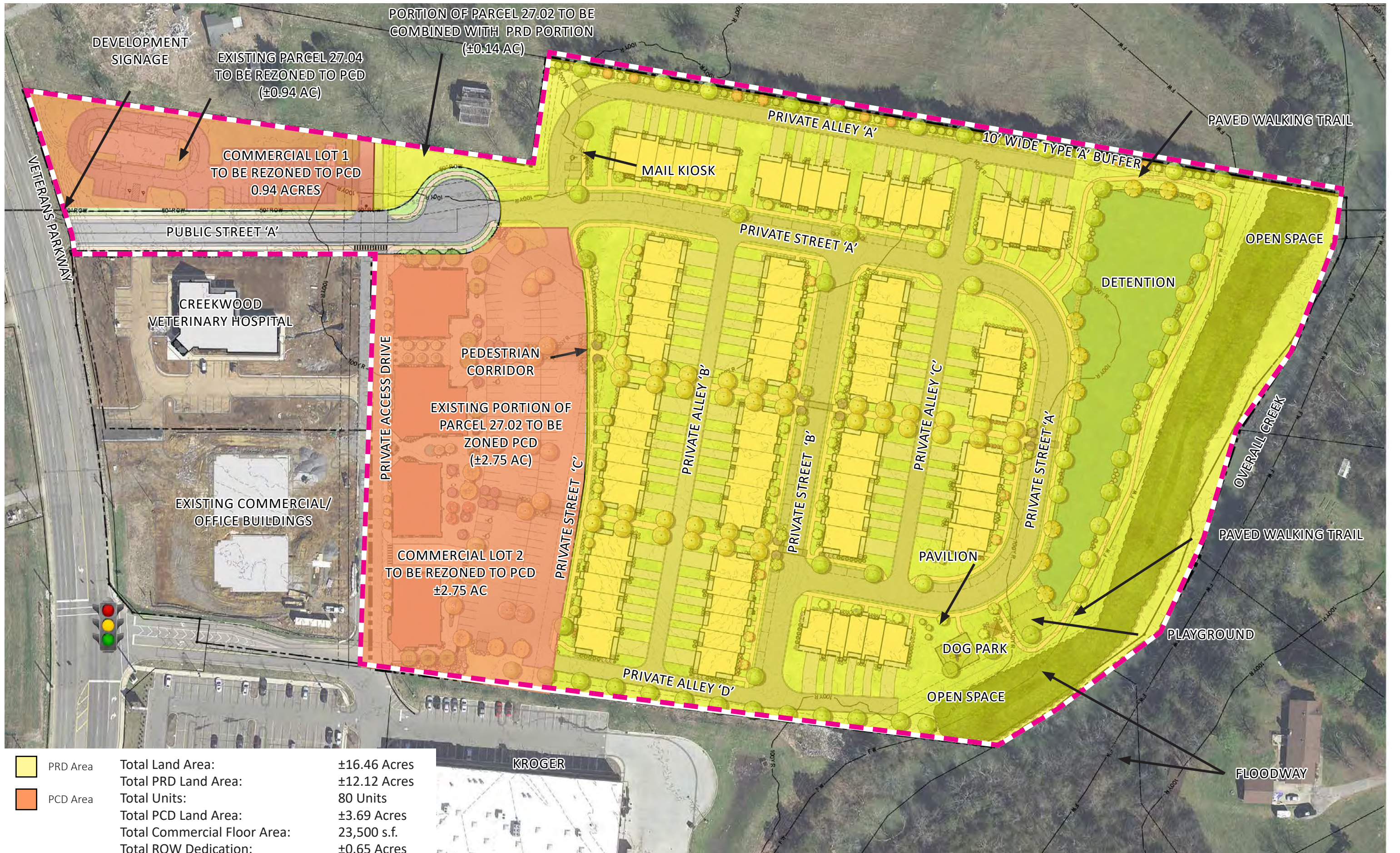
View from Proposed Entrance at Veterans Parkway Looking West





View from Proposed Entrance at Veterans Parkway Looking South



View from Proposed Entrance at Veterans Parkway Looking North



	PRD Area	Total Land Area:	±16.46 Acres
	PCD Area	Total PRD Land Area:	±12.12 Acres
		Total Units:	80 Units
		Total PCD Land Area:	±3.69 Acres
		Total Commercial Floor Area:	23,500 s.f.
		Total ROW Dedication:	±0.65 Acres





PRD: Landuse Data:

Total Land Area:	±12.12 Acres
Total Number of Units:	80 Units
Density: 80 Units/12.12 Acres =	±6.60 Units/Acre
Total Open Space Required:	±2.42 Acres (20%)
Min. Open Space Provided:	±2.42 Acres (20%)
Formal Open Space Required:	±0.61 Acres (5%)
Min. Formal Open Space Provided:	±0.61 Acres (5%)
Stormwater (Detention)	±1.12 Acres (9%)

Townhome Unit Mix:

Total 6-Unit Buildings:	= 9 Buildings	= 54 units
Total 5-Unit Buildings:	= 2 Building	= 10 units
Total 4-Unit Buildings:	= 4 Buildings	= 16 units
Totals:	= 15 Buildings	= 80 units

3 Bedrooms Per Units = 240 bedrooms

Parking Required:

(80) 3-Bedroom Units x 3.3 = 264 Spaces

Parking Provided:

Garage Parking Provided =	110 Spaces
Driveway Parking Provided =	220 Spaces
Guest Parking Provided =	49 Spaces
Total Parking Provided =	379 Spaces (+118)

Length of Private Roadway: ±1,931 Linear Feet

Length of Public Roadway: ±444 Linear Feet

-  Townhome Buildings
-  Commercial Buildings
-  Open Space
-  Detention Pond
-  Existing Tree Canopy
-  Roadway
-  Sidewalk/Walking Trail



PRD Development Standards:

- 80 townhome units with 3 bedrooms
- The units will be a minimum of 1,350 feet of living area
- Each unit will be created by a Horizontal Property Regime
- Single-family attached homes developed within the subdivision shall not be sold in bulk to a developer or owner of rental units for the purpose of operating a rental community. The builder of the single-family attached homes within the subdivision shall sell the units to individual buyers on an individual contract basis, not as a bulk transaction to a single entity.
- Entrance off of Veterans Parkway will have new entrance signage constructed on masonry materials and anchored by landscaping
- The primary drive to the site will be a 50' R.O.W. All other streets shall be private.
- Builders shall install sod in all front and secondary front yards. Seed and straw will be installed in all side and rear yards.
- There shall be a minimum 3-foot wide landscape bed located along the front and secondary front elevations of all townhomes.
- All on-site utilities will be underground
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed
- Sidewalks will be provided on both sides of all streets throughout the development to create a pedestrian friendly community.
- All home owners will be required to be a member of the H.O.A.
- As a member of the H.O.A., the residents will be subject to restrictive covenants, and be required to pay membership dues as determined by a 3rd party management company
- HOA will be managed by independent 3rd party management company
- The common areas will be owned and maintained by an H.O.A.
- All driveways and parking areas will be private and maintained by the H.O.A. Driveways will be a minimum of 35-FT deep and 10-FT wide for one-car garages units and 18-FT wide for two-car garage units.
- Parking for the residential units will comply with the City of Murfreesboro requirements
- All garages are to be used for vehicular parking only and may not be used for household storage.
- Trash carts will be stored in garages.
- Solid waste will be handled via a trash carts from a private hauler instead of the required trash compactor when proposing 75 or more units.
- All mechanical equipment (i.e. HVAC and transformers) to be screened from public ROW's.
- HVAC units will be located at the rear of each residence, end units shall have thier HVAC located along the alley-side near the rear of the unit. All HVAC units hall be screened via landscaping or fencing.
- Mail service will be provided via a centralized mail kiosk for all postal deliveries
- Street lights on public roads will be by MTE, lights on private streets shall be provided by HOA.
- On-site lighting for streets will be decorative and shall illuminate private streets. Private allies will be lit. intersections.



Lighting Example



Example of Mail Kiosk



Example of Entrance Signage

SETBACKS DIAGRAM INTERNAL



Minimum Building Setbacks (Internal):

- Front: 5-feet from back of sidewalk
- Side: 15-feet between buildings, 3-feet between buildings and back of sidewalk/curb along side elevations
- Rear: 35-feet from back of curb, 20-feet between buildings

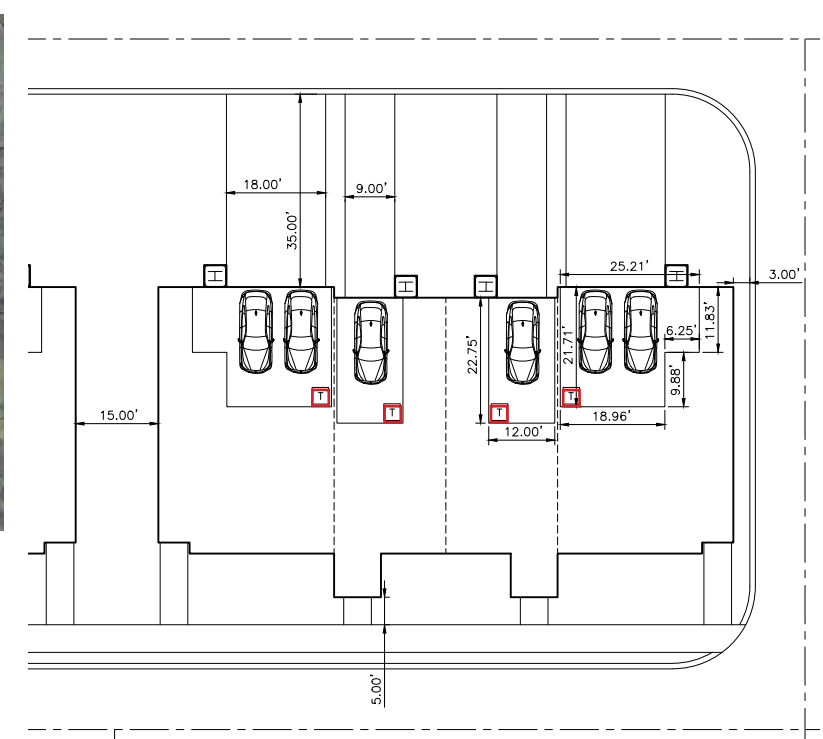
SETBACKS DIAGRAM EXTERNAL



Minimum Building Setbacks (External):

- North: 20-feet
- South: 20-feet
- East: 20-feet
- West: 10-feet (PCD Lot 2 Boundary)

GARAGE PARKING DIAGRAM





FRONT ELEVATION



REAR ELEVATION

*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.

Residential Architectural Characteristics:

- Building heights shall not exceed 35 feet in height.
- All townhome units will be 2-stories.
- All townhome units will have at minimum of 3 bedrooms.
- All the homes will have eaves.
- All homes will have a porch/stoop area at the front of the unit.
- All homes shall be alley loaded.
- Each home will have either a 1 or 2 car rear-entry garage.
- Townhomes will be comprised of alternating styles, colors, and materials.
- Garage doors shall be decorative and will range from white to neutral colors in order to match the trim and color palette of each home.
- Buildings shall include a minimum 18" water table on all sides.
- All garages shall be for vehicular use only and not used for general storage. This will be enforced via the Covenant and Restrictions for the development and enforced by the HOA Management for the residential portion of the property



Example of Brick
(Different colors will be allowed, colors shall be intergrated into the brick and not painted)



Example of Fiber Cement Board
(Different colors will be allowed)



Example of Board and Batton
(different colors, cuts, patterns will be allowed)



Example of Stone Watertable
(Different colors, cuts, patterns will be allowed)



Side Elevation Example

Building Materials:

Front Elevations:

All Masonry (Brick, Stone, Cement Board Siding)

Side Elevations (Internal to the Site):

Cement Board Siding

Rear Elevations:

Cement Board Siding

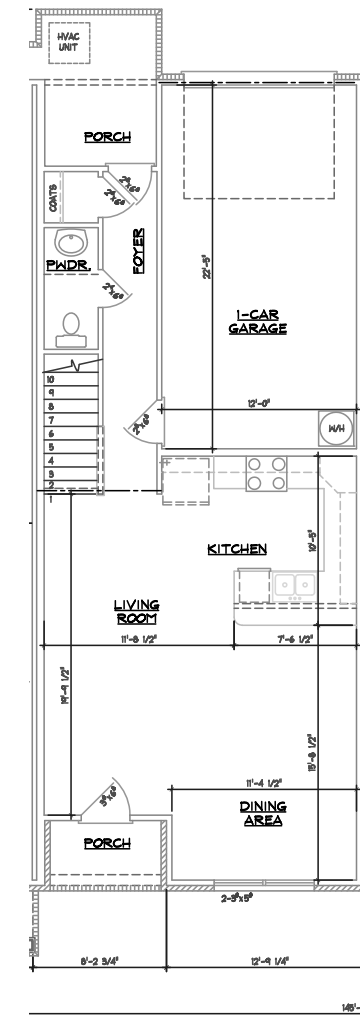
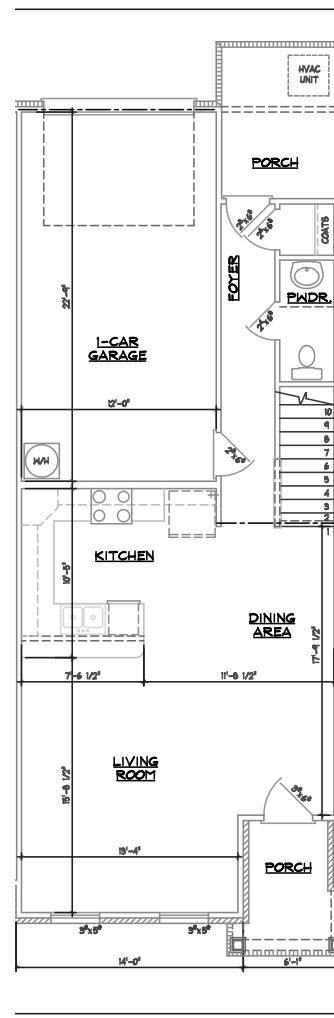
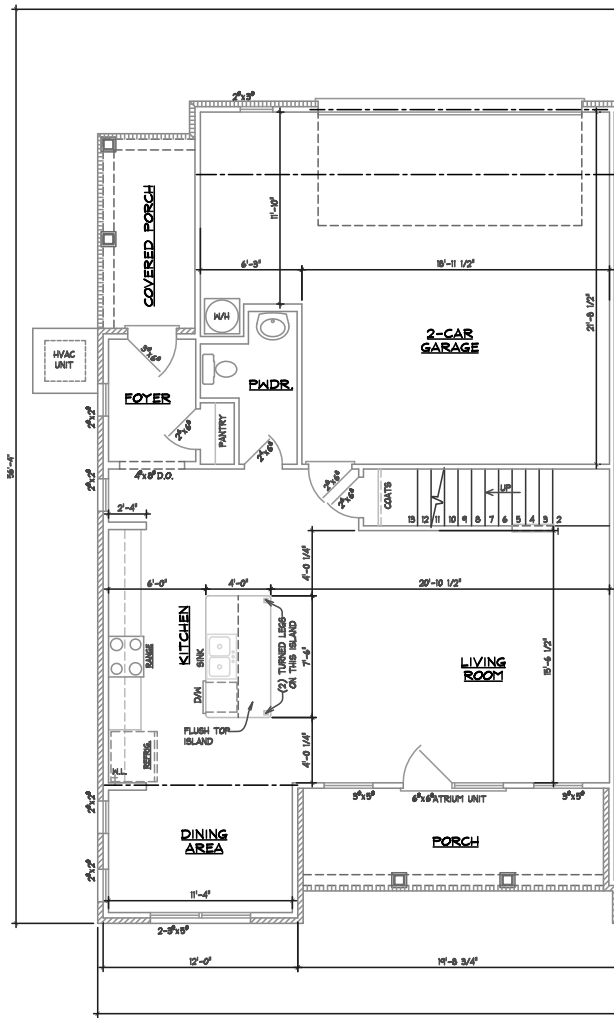
All Elevations:

Vinyl Only Permitted in Trim & Soffit Areas

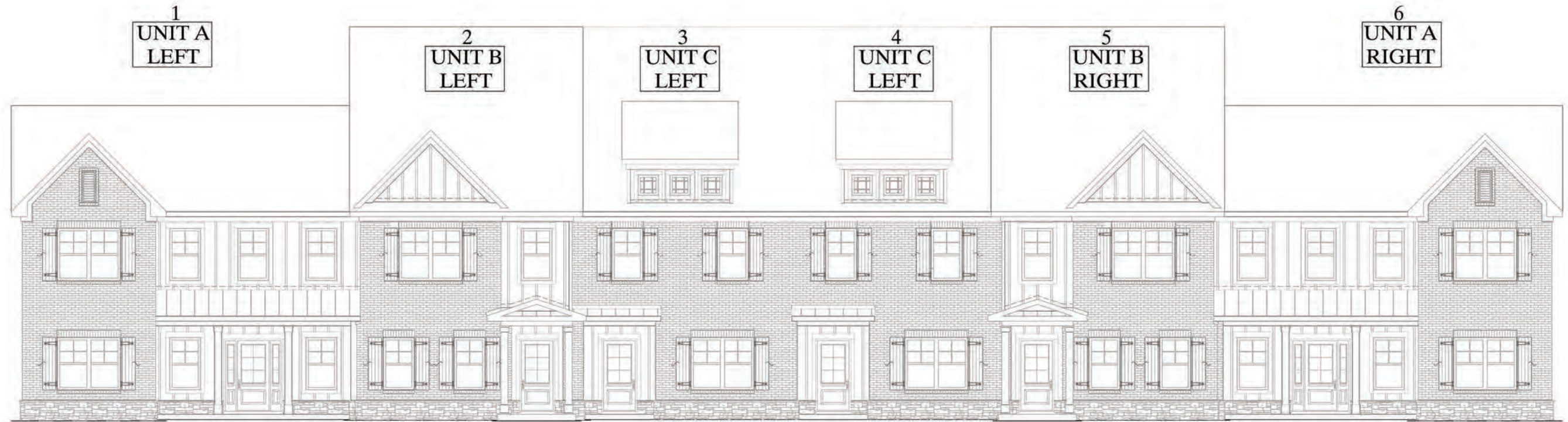
**Although the appearance will generally be consistent with these elevations and material examples provided in this booklet, slight variations of colors, cuts, and patterns will be allowed and be consistent with the Murfreesboro Design Guidelines. A material board will be submitted with site plan to confirm color.



Example Concept of 1st Floor Layout



*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.



FRONT ELEVATION
SCALE 3/16"=1'-0"

LEFT SIDE ELEVATION
SCALE 3/16"=1'-0"

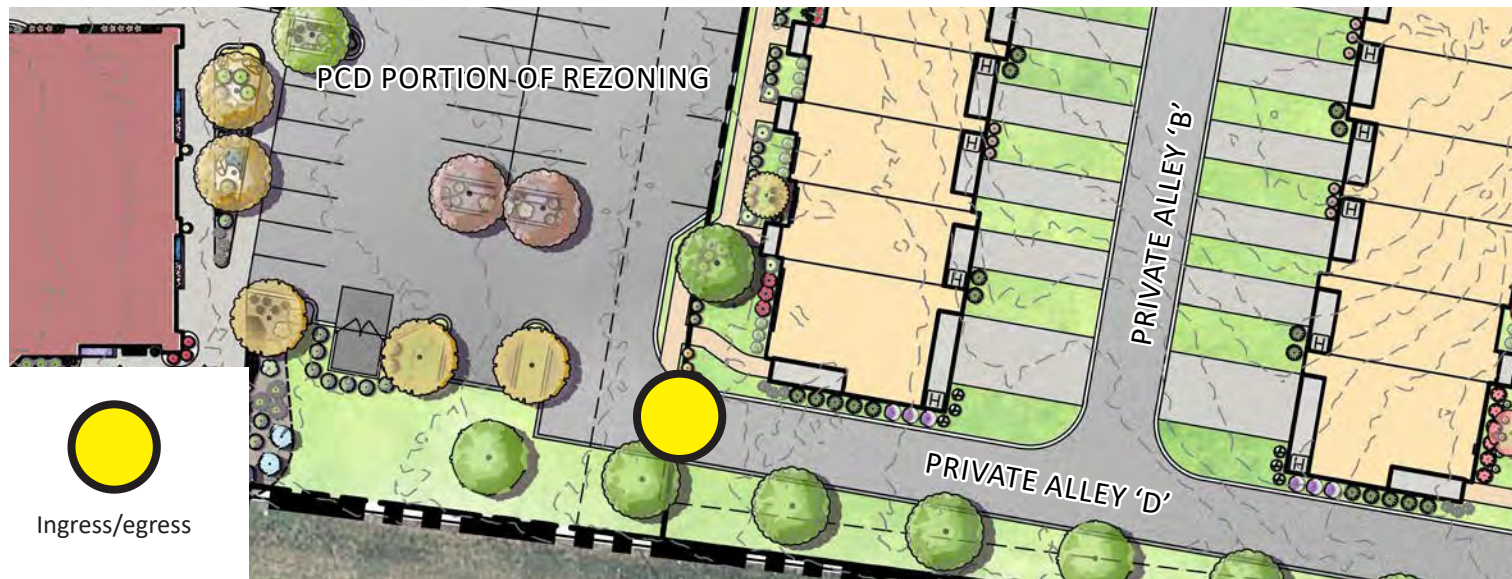
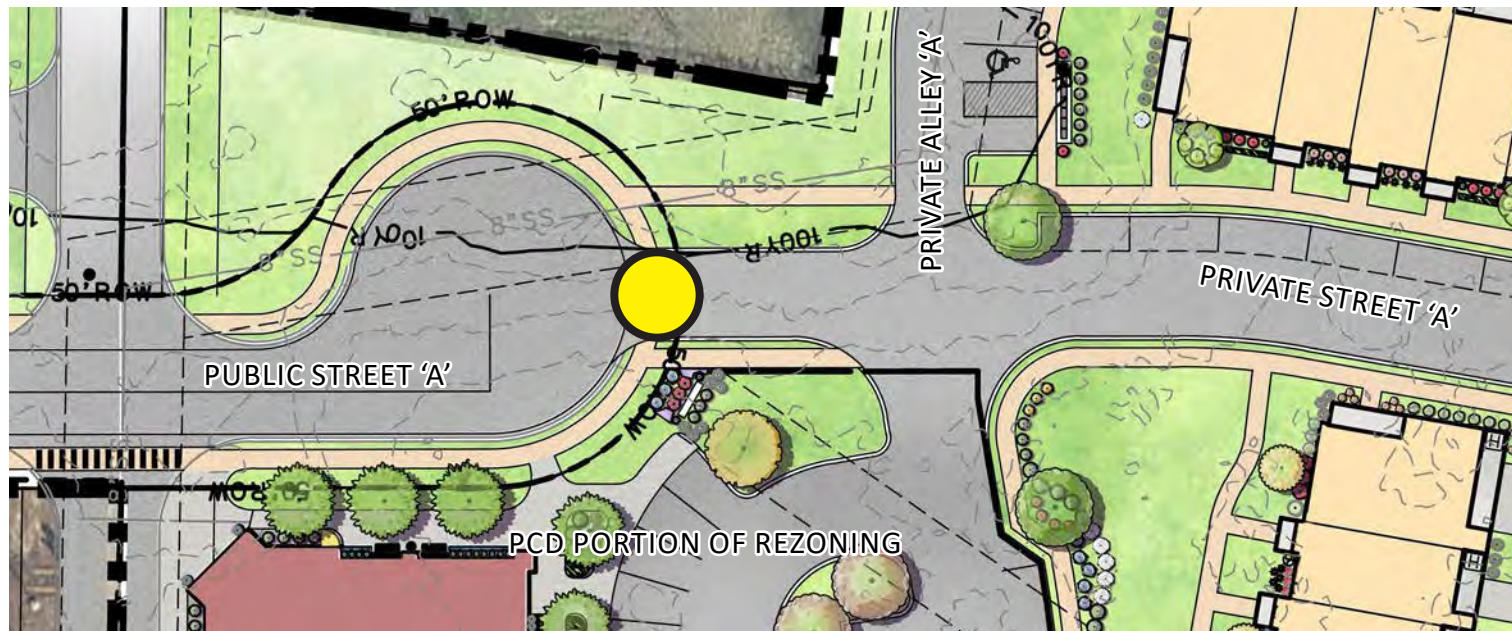
RIGHT SIDE ELEVATION
SCALE 3/16"=1'-0"



REAR ELEVATION
SCALE 3/16"=1'-0"



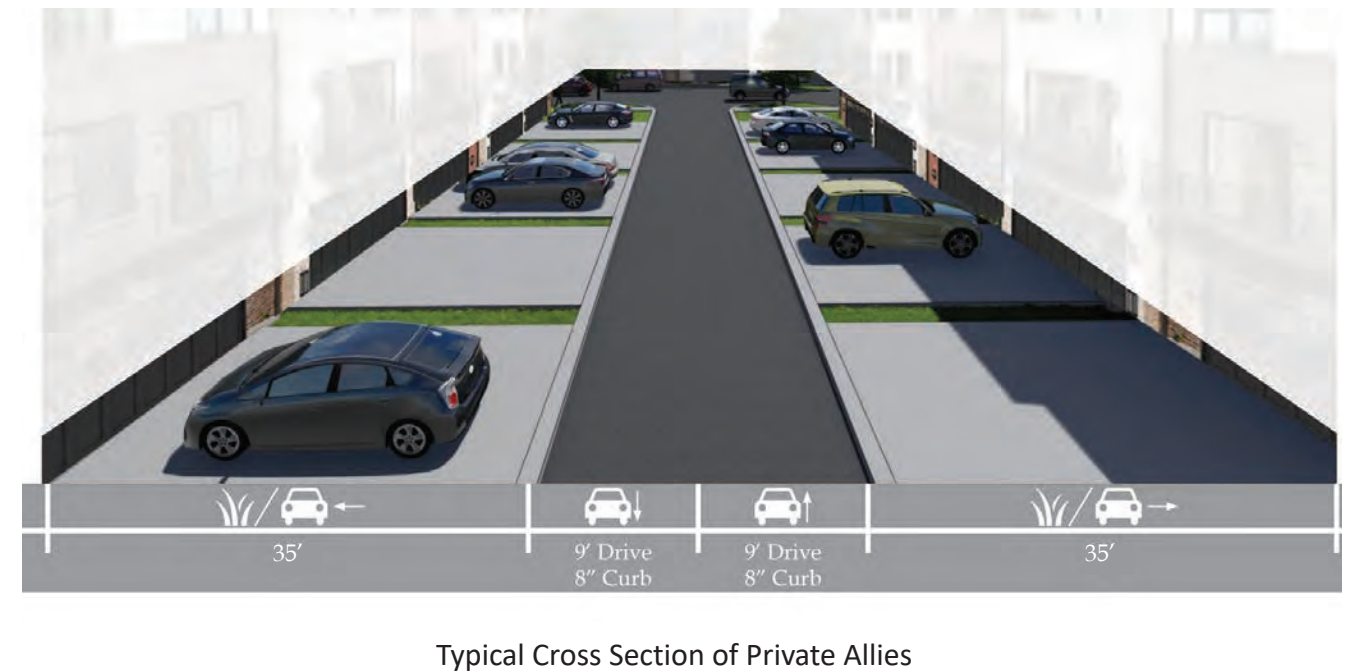
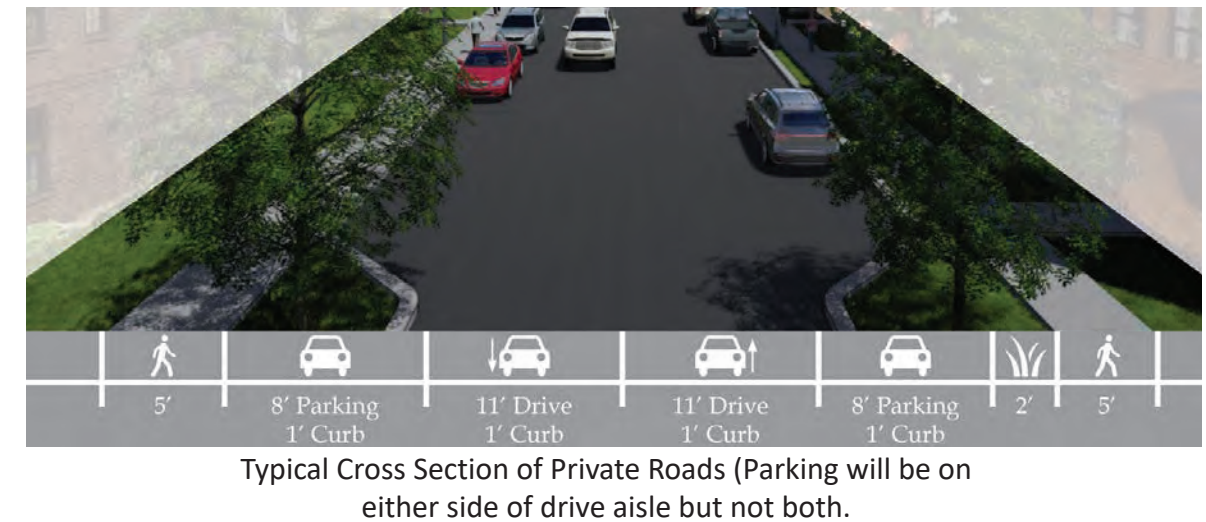
*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.



Pursuant to the City of Murfreesboro’s 2040 Major Transportation Plan (MTP), none of the roadways in this development are slated for improvements. Veterans Parkway is a major thoroughfare where the majority of vehicular trips generated by this development will impact. It is currently built as a 5-lane cross-section with curb and gutter along with sidewalks on both sides of the roadway.

As stated above, the primary means of ingress/egress from this site will be onto Veterans Parkway via a proposed public cul-de-sac street. The proposed cul-de-sac street is designed to incorporate three travel lanes at the intersection with Veterans Parkway. There will be a dedicated left and right off the new public street, as well as a single lane for traffic turning onto the proposed cul-de-sac street. The illustration on the right shows the private access drive running behind the existing developments fronting onto Veterans Parkway. This private drive allows the proposed residential development and its neighboring properties an additional means of access to Veterans Parkway via the existing signalized intersection in front of Kroger.

All streets within the residential portion of the development will be private streets with a typical 22-ft wide pavement cross section. Private allies shall have a 20 access easement consisting of 18’ of pavement with an 8” ribbon curb. The street from Veterans Parkway back to the cul-de-sac will be a public road with a 50-ft wide R.O.W. cross section. This public street will be designed and built in accordance with the Murfreesboro Street Standards





LOCATION MAP - AMENITIES

Not To Scale

PRD Open Space Characteristics:

With this request, Sullivan's Retreat will be dedicating a minimum of 20% of the developable site to open space. Approximately ±1.52 acres of the site is located within the Overall Creek floodway. The open space areas will be comprised of usable open space, detention areas, and the area around Overall Creek. Usable open space areas around the development will offer such amenities as; a playground area (±0.11 AC)*, paved walking trails (±0.3 AC)*, a pavilion & fireplace area (±0.4 AC)*, and a dog park (±0.6 AC)*. Sidewalks will line both sides of all streets to provide pedestrian circulation through the neighborhood for residents. The entrance area at the end of the proposed cul-de-sac will incorporate masonry signage and will be anchored with landscaping. A significant feature in this development will be the pedestrian promenade (±0.3 AC)* from the development to and from the future commercial plaza area to the west.

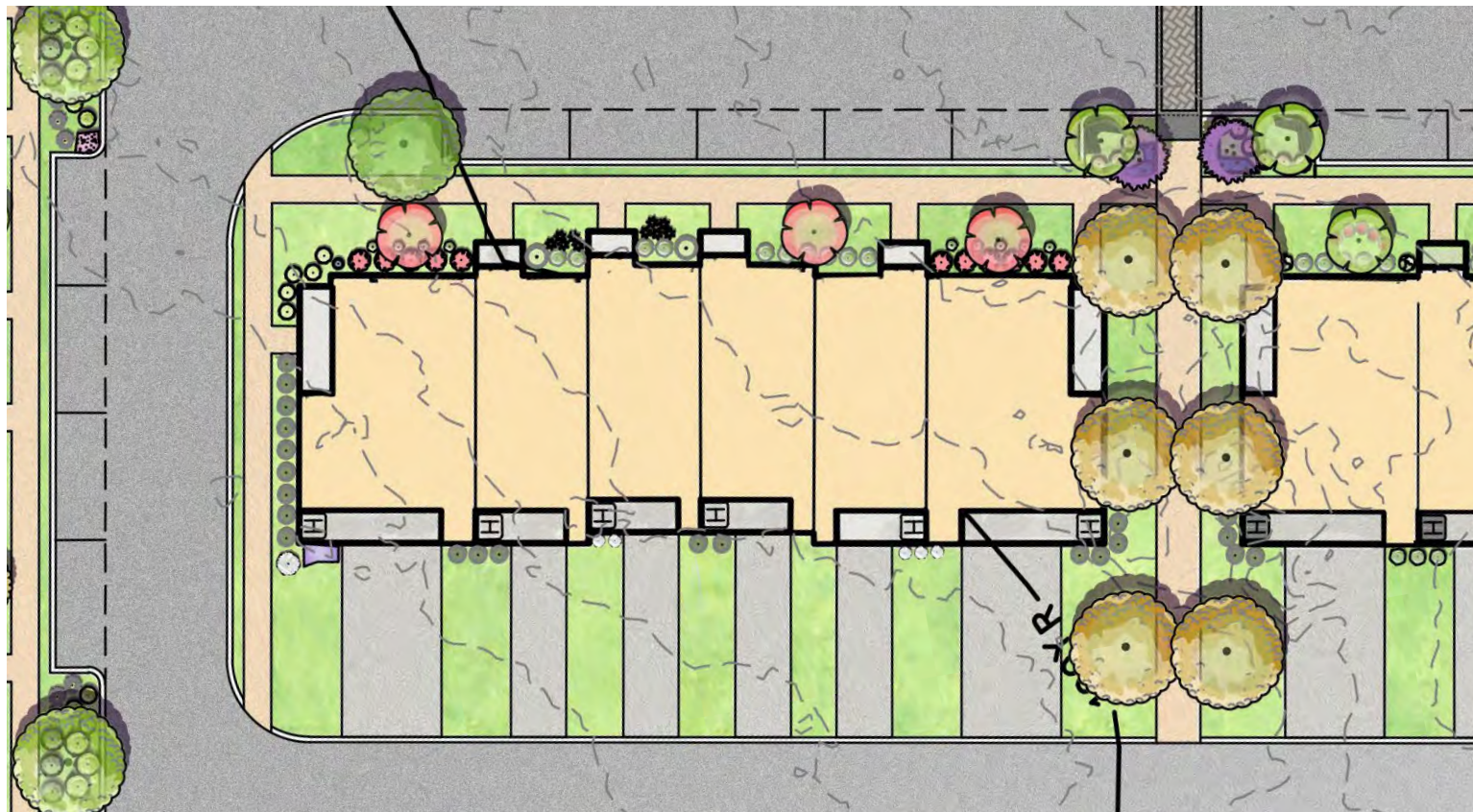
- | | |
|--|--|
| A - Example of Playground | E - Example of Pavilion |
| B - Example of 5' Wide Paved Walking Trail | F - Example of Pedestrian Corridor (Looking to CM) |
| C - Example of Firepit area | G - Example of Dog Park |
| D - Example of Outdoor Seating | H - Example of Pedestrian Corridor (Looking to East) |

Landscaping Characteristics:

The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for the residents, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined below as well as a sample palette provided.

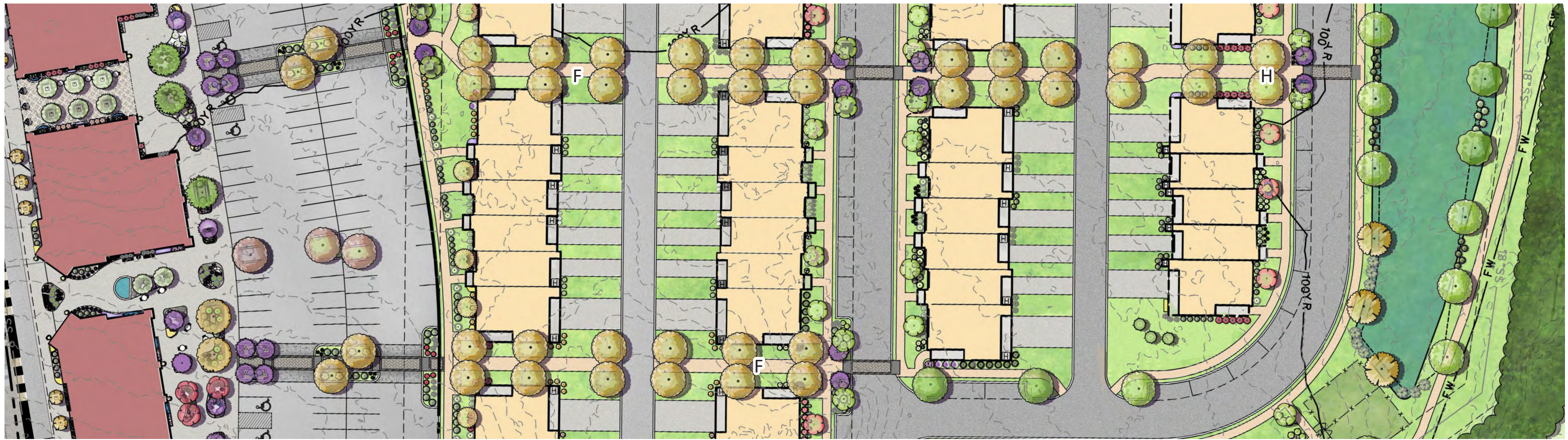
- The northern perimeters of the property will have a 10 foot wide Type 'A' Landscape Buffer planted as defined in the Murfreesboro Zoning Ordinance.
- All above ground utilities and mechanical equipment screened with landscaping and/or fences.
- Solid waste enclosure screened with a masonry wall and enhanced with landscaping.
- The front and side elevations of buildings facing the private roadways will have at least 3 foot wide landscape strip.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance.
- Townhomes will have 3' of foundation landscaping along the front and sides.
- Townhomes will have intermittent ornamental trees along street frontages where no conflicts with existing/proposed utilities exist.
- Townhomes will have landscaping at rear foundation of units in the form of shrubs and groundcovers between driveways.
- The western portion of the PRD along the commercial parking lot shall not have a planting yard. This rezoning request an exception to reduce the planting-yard from 10' to 0' for this portion only.
- The western portion of the PRD will provide shrubs along the east side of Private Street 'C', on the outside of the sidewalk, where space allows.
- Additionally, a three-rail-split fence will be provided to create a visual edge of where the townhomes begin/end, creating a sense of separation without completely walling off or isolating the two areas. Fence shall be white to match the color of the the townhomes.

*Areas are approximate and based on conceptual design. Final area of formalized amenities/openspace shall meet the required 5% of the developable site.



CONCEPTUAL FOUNDATION PLANTINGS

Not To Scale



A - Example of Playground



B - Example of 5' Wide Paved Walking Trail



C - Example of Firepit Area



D - Example of Outdoor Seating



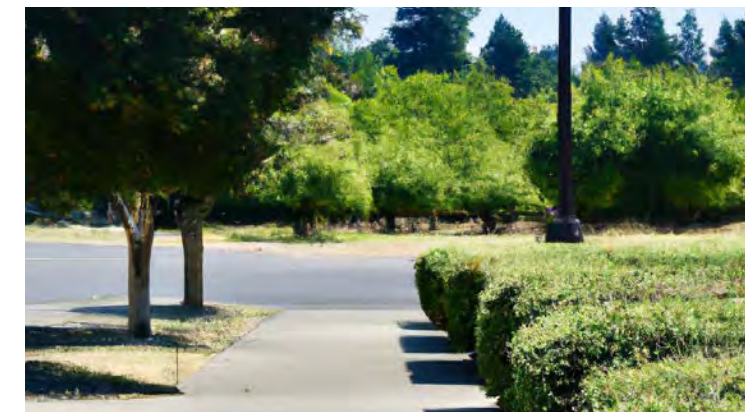
E - Example of Pavilion



F - Example of Pedestrian Corridor (Looking to CM)



G - Example of Dog Park



H - Example of Pedestrian Corridor (Looking to East)



WESTERN TRANSITIONAL SPACE



SOUTH EAST AMENITY AREA



NORTHERN PORTION OF WALKING TRAIL

1.) A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.

Response: An exhibit is given on Pages 4-9 along with descriptions of each.

2.) A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; location and extent of water courses, wetlands, floodways, and floodplains on or within one hundred (100) feet of the subject property; existing drainage patterns; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property.

Response: Exhibits are shown on Page 5 that shows the existing contours and drainage patterns along with an aerial photograph of the area. A portion of the property is subject to floodplains or floodways, and the site ultimately drains to Overall Creek.

3.) A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structures on-site and within two hundred (200) feet of the subject property and the identification of the use thereof.

Response: Exhibits and photographs on pages 6-7 give the location of existing structures on the subject property and the surrounding properties. An exhibit on Page 3 gives the zoning of those same properties.

4.) A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; the general location and maximum amount of area to be devoted to open space and to be conveyed, dedicated, or reserved for parks, playgrounds, recreation uses, school sites, public buildings and other common use areas; the approximate location of points of ingress and egress and access streets; the approximate location of pedestrian, bicycle and vehicular ways or the restrictions pertaining thereto and the extent of proposed landscaping, planting, screening, or fencing.

Response: The attached 11x17 page lists standards and exhibits showing the concept plan which shows each of these items.

5.) A tabulation of the maximum number of dwelling units proposed including the number of units with two (2) or less bedrooms and the number of units with more than two (2) bedrooms.

Response: The attached 11x17 page lists standards and exhibits showing the concept plan which shows each of these items.

6.) A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (Floor Area Ratio), the L.S.R. (Livability Space Ratio), and the O.S.R. (Open Space Ratio). These tabulations are for the PRD.

TOTAL SITE AREA	550,273 s.f.
TOTAL MAXIMUM FLOOR AREA	148,000 s.f.
TOTAL LOT AREA	550,273 s.f.
TOTAL BUILDING COVERAGE	82,990 s.f.
TOTAL DRIVE/ PARKING AREA	123,360 s.f.
TOTAL RIGHT-OF-WAY	28,377 s.f.
TOTAL LIVABLE SPACE	426,913 s.f.
TOTAL OPEN SPACE	174,240 s.f.
FLOOR AREA RATIO (F.A.R.)	0.27
LIVABILITY SPACE RATIO (L.S.R.)	0.63
OPEN SPACE RATIO (O.S.R.)	0.85

7.) A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the city and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article.

Response: The property is currently zoned CH. The surrounding area has a mixture of residential properties. The concept plan and development standards combined with the architectural requirements of the homes shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complete the development in this area.

8.) If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating:

(aa) the approximate date when construction of the project can be expected to begin;

Response: The residential portion of this project is anticipated to be developed in one phase.

9.) Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted.

Response: This requirement has been addressed on Page 11.

10.) A statement setting forth in detail either (1) the exceptions which are required from the zoning and subdivision regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed.

Response: See page 21 for setback exception requests .

11.) The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article

Response: This property is not in the Gateway Design Overlay District , Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). A portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0255J eff. 05/9/2023. .

12.) The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time.

Response: Pages 4 & 18 discusses the Major Transportation Plan. Veterans Parkway is a 5-lane roadway.

13.) The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated.

Response: The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is Cornerstone Development, LLC contact info for both is provided on cover.

14.) Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. The plan shall include a written description of proposed exterior building materials including the siding and roof materials, porches, and decks. The location and orientation of exterior light fixtures and of garages shall be shown if such are to be included in the structures.

Response: Page 12-17 show the architectural character of the proposed buildings and building materials listed.

15.) If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

Response: Examples of entrance signage is located on Pages 11 & 19.

Land Use Parameters and Building Setbacks			
Zoning (Existing vs Proposed)	RS-A2	Proposed PRD	Difference
Residential Density			
Maximum Gross Density (D.U./Acres)	12 units/AC	6.6 units/AC	-5.4 units/AC
Maximum Number of Homes Allowed by Density	145 units	80	-65
Minimum Lot Area	2,000 SF	NA	NA
Minimum Lot Width	20'	NA	NA
Minimum Setback Requirements (External)			
Minimum Front Setback	35'	35'	0'
Minimum Front Setback (Along Future Commercial to West)	35'	10'	-25'
Minimum Side Setback	5'	5'	0'
Minimum Rear Setback	20'	20'	0'
Minimum Setback Requirements (Internal)			
Minimum Front Setback (From back of sidewalk)	35'	5'	-30'
Minimum Side Setback (Along private streets)	5'	5'	0'
Minimum Side Setback (Along sidewalk and back of curb)	5'	3'	-2'
Minimum Rear Setback	20'	35'	+15'
Minimum Distance Between Buildings	15'	15'	0'
Land Use Intensity Ratios			
MAX FAR	1	0.27	-0.73
Minimum Livable Space Ratio	0.5	0.6	+0.1
Minimum Open Space Ratio	0.25	0.65	+0.4
Minimum Open Space Requirement	20%	20%	0%
Minimum Formal Open Requirement	5%	5%	0%
Max Height	35'	35'	0'

Exception Request Summary

- The western portion of the PRD along the commercial parking lot shall not have a planting yard. This rezoning request an exception to reduce the planting-yard from 10' to 0' for this portion only.
- Requesting an exception that solid waste will be handled via trash carts from a private hauler instead of the required trash compactor when proposing 75 or more units.
- Requesting the internal front and secondary front setbacks for townhomes be reduced to 5' from back of sidewalk along private roads.
- Requesting the internal side setbacks of townhomes be reduced from 5' to 3' along alley ways.
- Requesting an exception to allow the private roads to have a minimum horizontal turn radius of 100'. (See truck turn template diagram)
- Requesting an exception to the provided two-car garage dimensions on page 11. Reducing the width by 5" for a total width of 18'-11". The two-car garages do provide a "bump-out" (6'-3" x 11'-10") for additional space to compensate for narrowed width.

PCD: Landuse Data:

Total Land Area:	±3.69 Acres
Commercial Lot 1:	±0.98 Acres
Commercial Lot 2:	±2.75 Acres
Total Open Space Required:	±0.74 Acres (20%)
Min. Open Space Provided:	±0.74 Acres (20%)
Formal Open Space Required:	±0.18 Acres (5%)
Min. Formal Open Space Provided:	±0.18 Acres (5%)
Stormwater (Detention)	±1.12 Acres (9%)

PCD Parking Data:

Total Building SF:	±23,500 SF
Commercial Center Parking (1 Space/225 SF)	104 Spaces
Total Required Parking:	89 Spaces
Spaces Provided:	140 Spaces
Assessable Spaces Provided:	5 Spaces
Total Parking Provided:	145 Spaces (+41)

-  Townhome Buildings
-  Commercial Buildings
-  Open Space
-  Detention Pond
-  Existing Tree Canopy
-  Roadway
-  Sidewalk/Walking Trail



*Landscaping shown is illustrative and only meant to convey the general appearance and character of the development. Final landscaping shall be provided at the site plan level and will meet design guidelines.
 *Commercial property layouts shown are conceptual and meant to convey potential future commercial property design.



PCD Development Standards:

- Signage advertising the commercial properties with concept plan layout shall be posted on-site before the first residential building permit is issued and will remain until commercial buildings are under construction.
- Any solid waste enclosures will be constructed of materials consistent with building architecture, be at least 8-ft tall with opaque gates, and accented with landscaping.
- Buildings will have a well-defined architectural base by use of different materials, colors, and changes in pattern, or a combination of these techniques.
- Building elevations will have articulated or multiple building planes along all elevations.
- Main entrances to all buildings are to be well defined and easily recognizable by use of raised roof lines, canopies, glazing, change in materials, change in colors, change in pattern, or a combination of these techniques.
- Monument signage located at entrances along roadways shall be constructed of materials consistent with building architecture and accented with landscaping.
- All mechanical equipment (i.e. HVAC and transformers) to be screened. If mechanical equipment is located on the roof, then they shall be screened from view.
- All on-site utilities will be underground.
- On-site lighting will comply with city standards to prevent light pollution.
- Parking will comply with Murfreesboro Zoning Ordinance as defined for a Commercial Center.
- Construction on the commercial lots will begin once an end-user has chosen and the site receives site plan approval from the Murfreesboro Planning Commission.
- All buildings within the PCD will feature uniform materials and architecture, harmonizing the character of the development with the surrounding neighborhoods and commercial zones.
- Commercial lots will not be part of the residential H.O.A. and will instead form their own Commercial Owners Agreement for continued maintenance on site and maintenance of their portion of the shared access roadway and parking.
- HVAC units to either be mounted on the building rooftops or along the base of buildings. If mounted on rooftops, they shall be screened from all public ROW's via a parapit wall or fencing architectural element. If located on the ground, HVAC units shall be screened via landscape plantings or

Allowable Uses:

The immediate end users for the PCD at this time, are currently unknown. The allowable uses outlined on this page are reflected within the Commercial Fringe (CF) district as per the January 24, 2023 Murfreesboro Zoning Ordinance. The proposed PCD will allow the following uses listed below.

PCD Allowable Uses - Commercial Lot 1
PREVIOUSLY APPROVED USES
ADULT DAY-CARE CENTER
ADULT DAY-CARE HOMES
AMUSEMENTS, COMMERCIAL INDOOR
ANIMAL GROOMING FACILITY
ANTIQUÉ SHOP <3,000 SQ. FT.
APOTHECARIES (PHARMACEUTICALS ONLY)
ART OR PHOTO STUDIO OR GALLERY
BAKERY, RETAIL
BANK, BRANCH OFFICE
BANK, DRIVE-UP ELECTRONIC TELLER
BARBER OR BEAUTY SHOP
BOOK OR CARD SHOP
BUSINESS AND COMMUNICATION SERVICE
BUSINESS SCHOOL
CATERING ESTABLISHMENT
CLOTHING STORE
COFFEE, FOOD, OR BEVERAGE KIOSK
COMMERCIAL CENTER
CONVENIENCE SALES AND SERVICE, MAXIMUM 5,000 SQ. FT. FLOOR AREA
CRAFTS STORE
DAY-CARE CENTER
DELICATESSEN
DOUGHNUT SHOP
DRY CLEANING
DRY CLEANING PICK-UP STATION
FINANCIAL SERVICES
FLOWER OR PLANT STORE
FUNERAL HOME
GARAGE, PARKING
GARDEN AND LAWN SUPPLIES
GROCERY
GROUP ASSEMBLY, <250 PERSONS
GROUP ASSEMBLY, >250 PERSONS
HEALTH CLUB
ICE CREAM SHOP
INTERIOR DECORATOR
JANITORIAL SERVICES
JEWELRY
KARATE, INSTRUCTION
KEYS, LOCKSMITH
LABORATORIES, TESTING
MEDICAL OFFICES
MEDICAL RELATED PROFESSIONS
MUSEUM
MUSIC OR DANCING ACADEMY
NURSERY SCHOOL
NURSING HOME
OFFICE/ART SUPPLIES
OFFICES
OPTICAL DISPENSARIES
PHARMACIES
PERSONAL SERVICE ESTABLISHMENT
PET SHOPS
PHILANTHROPIC INSTITUTION
PHOTO FINISHING
PUBLIC BUILDING
REDUCING AND WEIGHT CONTROL SERVICES
RESTAURANT AND CARRY-OUT RESTAURANT (ALCOHOL SERVED ON PREMESIS)
RESTAURANT, DRIVE-IN
RESTAURANT, SPECIALTY-LIMITED
RETAIL SHOP, OTHER THAN ENUMERATED ELSEWHERE
SENIOR CITIZENS CENTER
SHOPPING CENTER, COMMUNITY
SHOPPING CENTER, NEIGHBORHOOD
SHOPPING CENTER, REGIONAL
SOAP
SPECIALTY SHOP
SPORTING GOODS
STUDENT CENTER
VEHICLE WASH
VETERINARIAN'S OFFICE
VETERINARY CLINIC
VETERINARY HOSPITAL

PCD Allowable Uses - Commercial Lot 2
PREVIOUSLY APPROVED USES
AMUSEMENTS, COMMERCIAL INDOOR
ANIMAL GROOMING FACILITY
ANTIQUÉ SHOP <3,000 SQ. FT.
APOTHECARIES (PHARMACEUTICALS ONLY)
ART OR PHOTO STUDIO OR GALLERY
BAKERY, RETAIL
BANK, BRANCH OFFICE
BANK, DRIVE-UP ELECTRONIC TELLER
BANK, MAIN OFFICE
BARBER OR BEAUTY SHOP
BOOK OR CARD SHOP
CATERING ESTABLISHMENT
CLOTHING STORE
COFFEE, FOOD, OR BEVERAGE KIOSK
COMMERCIAL CENTER
CONVENIENCE SALES AND SERVICE, MAXIMUM 5,000 SQ. FT. FLOOR AREA
CRAFT STORE
DELICATESSEN
DOUGHNUT SHOP
DRY CLEANING
DRY CLEANING PICK-UP STATION
FINANCIAL SERVICES
FLOWER OR PLANT STORE
GARAGE, PARKING
GARDEN AND LAWN SUPPLIES
GROCERY
GROUP ASSEMBLY, <250 PERSONS
GROUP ASSEMBLY, >250 PERSONS
HEALTH CLUB
HOTEL
ICE CREAM SHOP
INTERIOR DECORATOR
JANITORIAL SERVICES
JEWELRY
KARATE, INSTRUCTION
KEYS, LOCKSMITH
LABORATORIES, TESTING
MEDICAL OFFICES
MEDICAL RELATED PROFESSIONS
MUSIC OR DANCING ACADEMY
OFFICE/ART SUPPLIES
OFFICES
OPTICAL DISPENSARIES
PHARMACIES
PERSONAL SERVICE ESTABLISHMENT
PET SHOPS
PHILANTHROPIC INSTITUTION
PHOTO FINISHING
POST OFFICE OR POSTAL FACILITY
PUBLIC BUILDING
REDUCING AND WEIGHT CONTROL SERVICES
RESTAURANT AND CARRY-OUT RESTAURANT (ALCOHOL SERVED ON PREMESIS)
RESTAURANT, DRIVE-IN
RESTAURANT, SPECIALTY-LIMITED
RETAIL SHOP, OTHER THAN ENUMERATED ELSEWHERE
SCHOOL, PUBLIC OR PRIVATE, GRADES K-12
SHOPPING CENTER, COMMUNITY
SHOPPING CENTER, NEIGHBORHOOD
SHOPPING CENTER, REGIONAL
SOAP
SPECIALTY SHOP
SPORTING GOODS
VEHICLE WASH
VETERINARY CLINIC
VETERINARY HOSPITAL

No Drive-Throughs on Lot 2 Buildings Permitted



*EXAMPLE OF DEVELOPMENT SIGNAGE



*EXAMPLE OF TRASH ENCLOSURE







EXAMPLE OF PEDESTRIAN SCALE LIGHTING

Prohibited Uses (Both Lots):

- Primary Pain Clinic
- Primary Drug & Alcohol Rehab Centers
- Vape/Cigarette Shop/Tobacco Shop
- Liquor Store
- Gas Station
- Beer Store



Commercial Architectural Characteristics:

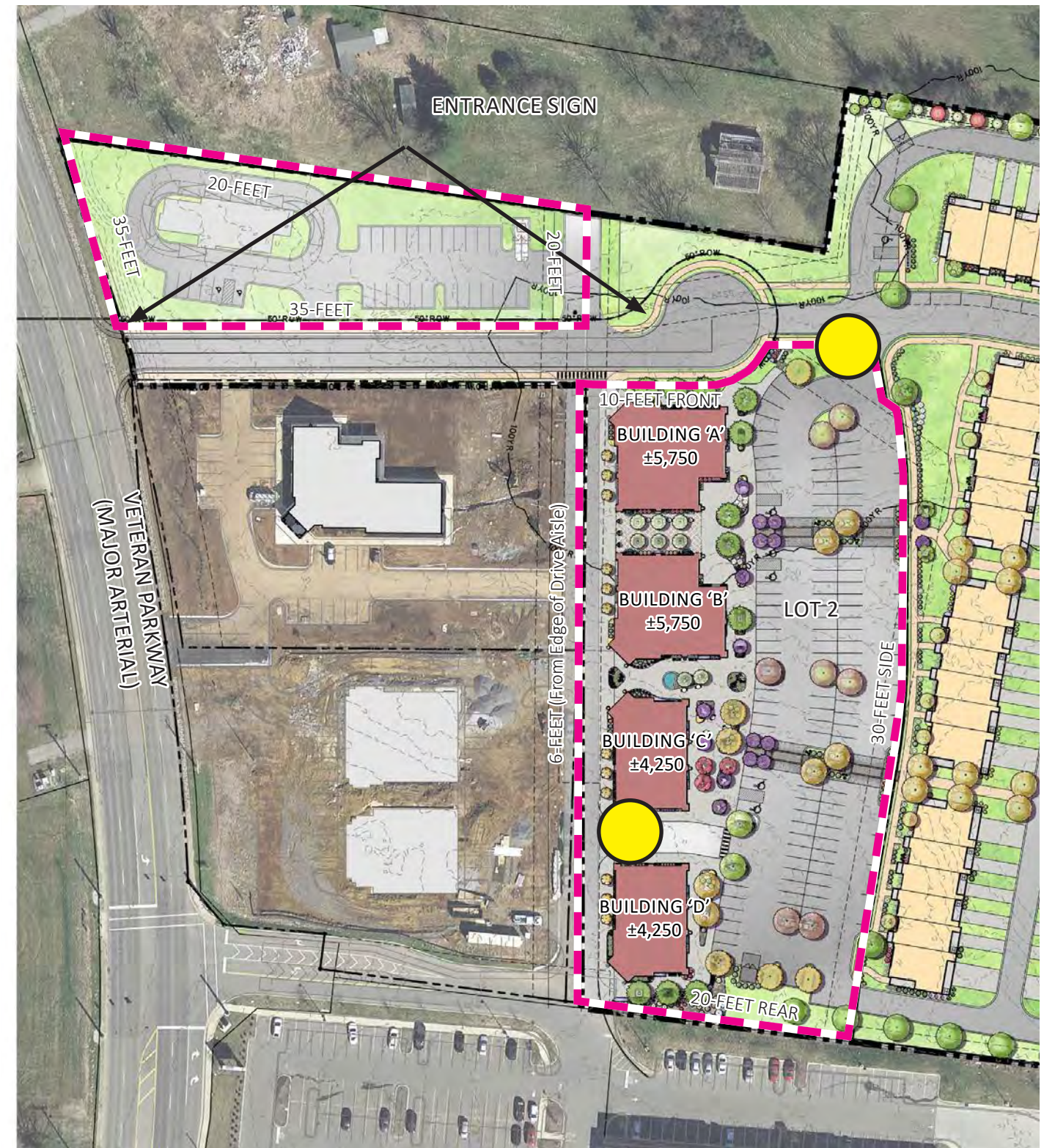
- Building heights shall not exceed 42 feet in height
- All buildings shall be one-story
- Buildings shall have a well-defined architectural base via different materials, colors, changes in pattern, or a combination of these techniques.
- Main entrances are to be well defined and easily recognizable by the use of; raised roof lines, canopies, glazing, change in materials, change in color, and/or change in building planes.
- Masonry materials (brick, stone, cast stone, synthetic stone) will be the primary building materials with potential cementitious siding accents.
- *All buildings shall comply with Murfreesboro Design Guidelines standards.

-  Example of Fiber Cement Siding - Grey (Different colors will be allowed)
-  Example of Fiber Cement Siding - Sandblast (Different colors will be allowed)
-  Example of Stone Cladding (Different colors, cuts, patterns will be allowed)
-  Example of Metal Roof Panel (Different colors, cuts, patterns will be allowed)

Building Materials:

- Front Elevations: Masonry materials (i.e. Brick, Cast Stone, Synthetic Stone)
- Side Elevations: Masonry materials (i.e. Brick, Cast Stone, Synthetic Stone)
- Rear Elevations: Masonry materials (i.e. Brick, Cast Stone, Synthetic Stone)
- All Elevation: Cementitious siding for potential accent material

-  Proposed ROW
-  Access Easements



PCD Site Setbacks:

- Front Setback: 10-foot
- Side Setback Western: 6-foot
- Side Setback Eastern: 30-foot
- Rear Setback: 20-foot
- Minimum Distance Between Buildings: 20-foot





VIEW FROM PCD PLAZA LOOKING TOWARDS NORTHERN PEDESTRIAN PROMENADE.



VIEW LOOKING SOUTHWEST INTO THE CENTRAL PLAZA OF PCD AREA



VIEW NORTH WEST INTO THE CENTRAL PLAZA OF PCD AREA.



VIEW LOOKING INTO PCD SITE NEAR SHARED ACCESS ROAD AND PROPOSED ROW INTERSECTION



VIEW LOOKING INTO SITE FROM CURRENT KROGER ACCESS ROAD TO VETERANS PARKWAY



BIRDS-EYE VIEW LOOKING EAST ACROSS SITE



BIRDS-EYE VIEW LOOKING NORTH EAST INTO THE PCD



BIRDS-EYE VIEW LOOKING SOUTH ACROSS SITE



- Vehicular Circulation ● ● ● ● ● ● ● ●
- Pedestrian Circulation —————
- Pedestrian Corridor |||||

Open Space Characteristics:

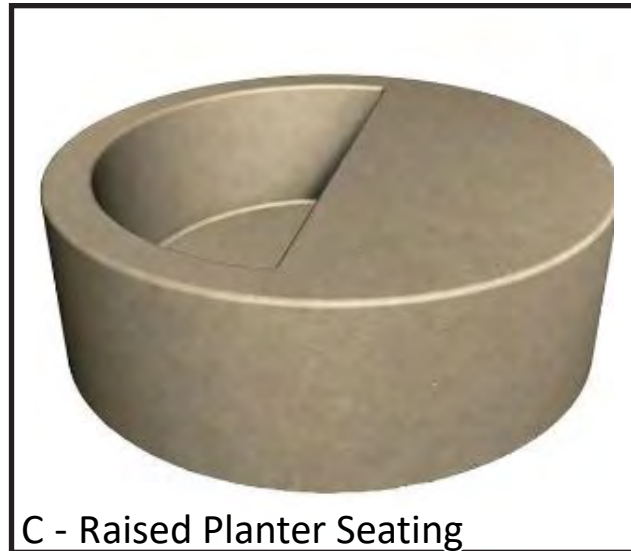
With this request, Sullivan's Retreat will be dedicating approximately 0.55 acres ($\pm 20\%$ of the site) to open space. This open space will also include a minimum of 5% Formal Open Space (± 0.138 AC). The open space areas will be comprised of primarily the plaza spaces between the commercial buildings. These plazas will consist of seating walls, enhanced landscaping, raised planters, trees, decorative boulders, and a mix of hardscape materials. The entrance area at the end of the proposed cul-de-sac will incorporate masonry signage and will be anchored with landscaping. A significant feature in this development will be the continuation of the pedestrian promenade from the residential development to the east of the PCD.



A - Seating Bench



B - Cafe Style Seating



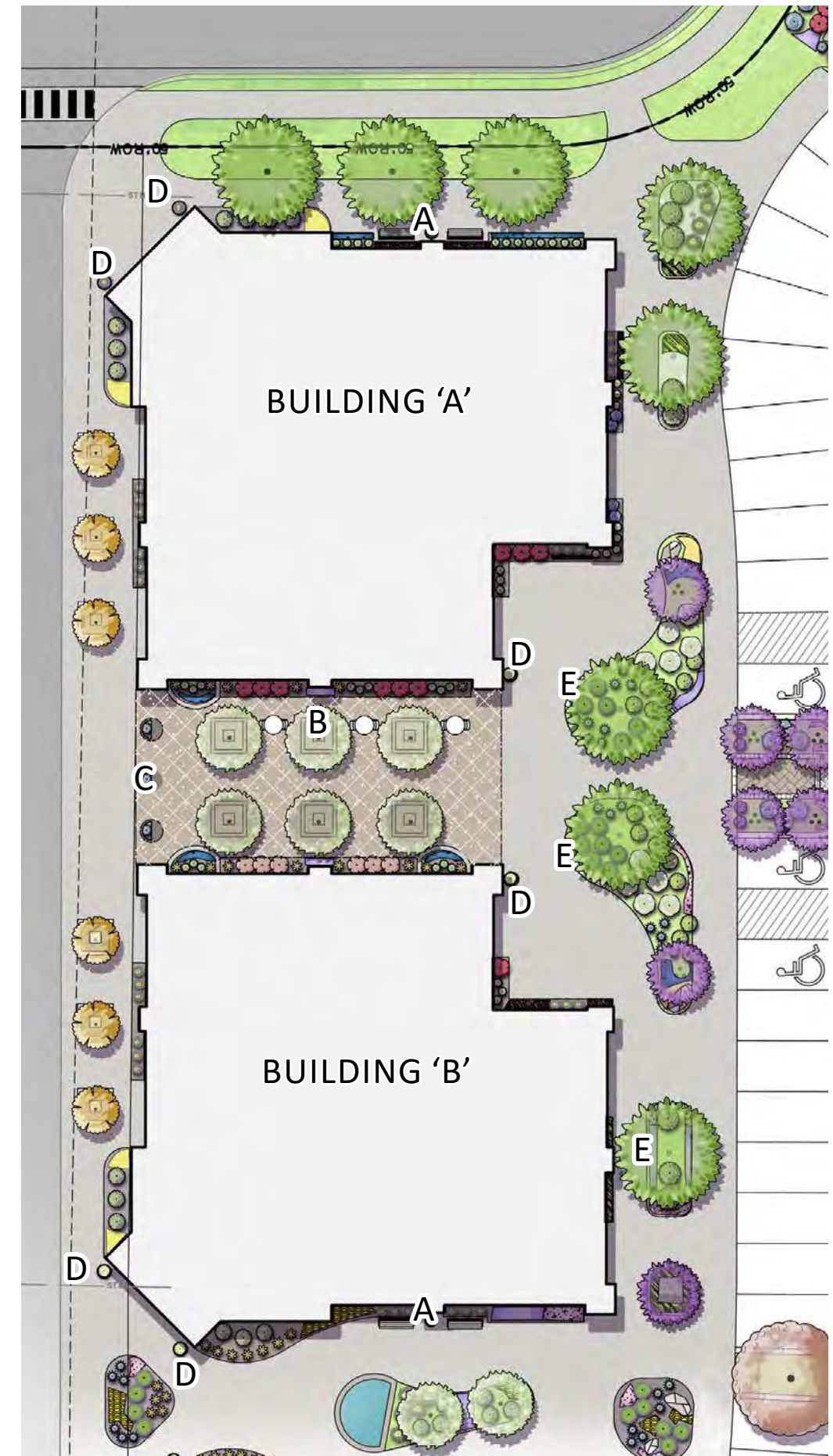
C - Raised Planter Seating

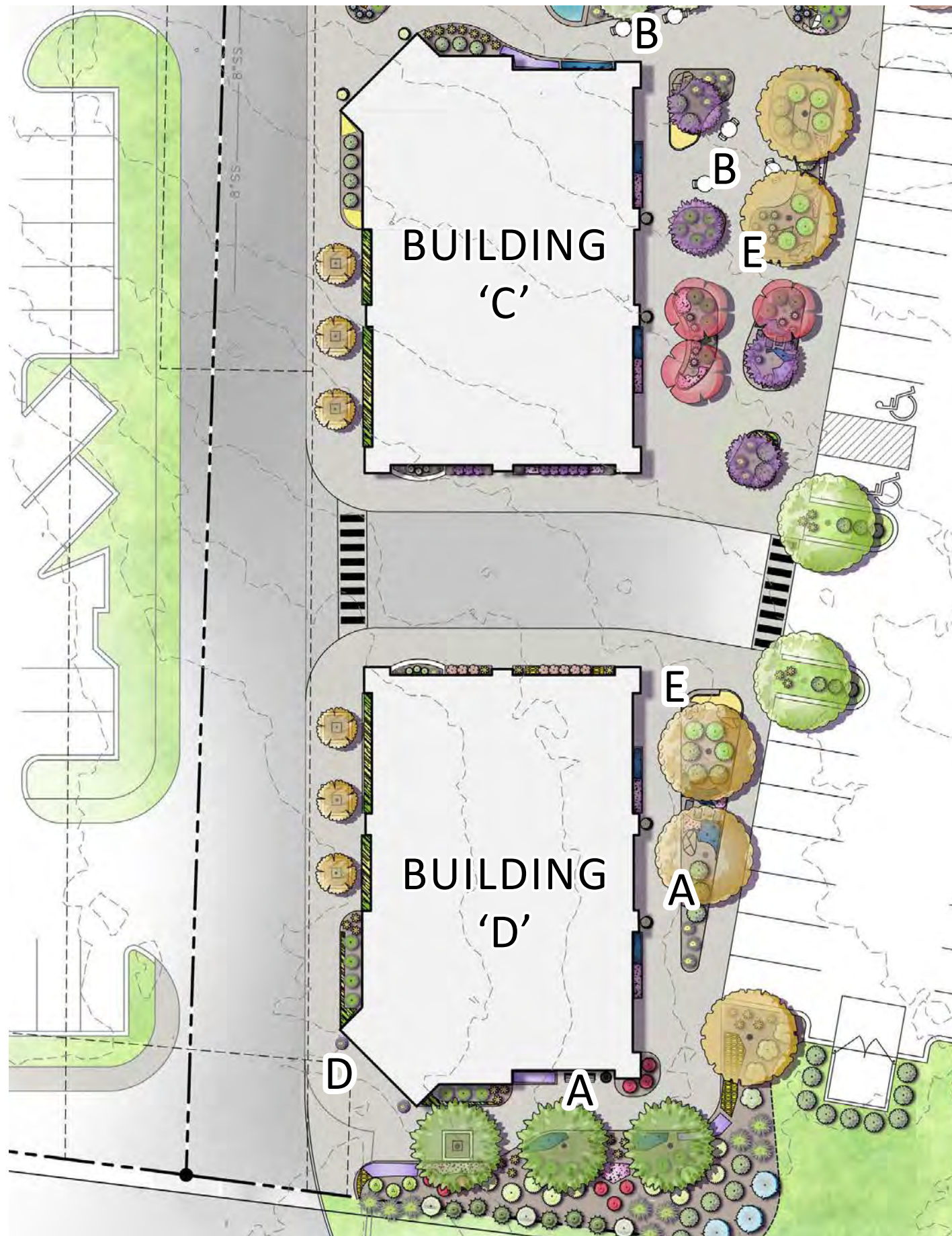


D - Raised Planters



E - Seating Wall





PCD Commercial Landscaping Characteristics:

- Public rights-of-way screened from parking by use of landscaping.
- The base of buildings will provide a minimum of 3' landscape beds along the all side of the building except at entry points. Portions of the building with drive through will be exempt from this standard.
- Landscaping will be in conformance with the City of Murfreesboro's Landscape Ordinance.
- Monument signage located at the entrances along roadways are to be constructed with materials consistent with building architecture and accented with landscaping.
- All mechanical equipment (i.e. HVAC and transformers) located on the ground to be screened with landscaping and/or fences. If mounted on the roof, they shall be screened by a parapet wall or architectural screening.
- As with the PRD portion of this rezoning, it is requested that the 10' landscape perimeter yard on the east side of the PCD along the parking lot be reduced to 0'.
- This rezoning also request the northern landscape yard be reduced by 5' along Parcel 27.02 (North of proposed ROW) to 5'.



*Commercial property layouts shown are conceptual and meant to convey potential future commercial property design.

*Landscaping shown is illustrative and only meant to convey the general appearance and character of the development. Final landscaping shall be provided at the site plan level and will meet design guidelines.

1.) A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.

Response: The exhibits given on Page 5 meets this requirement.

2.) A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; location and extent of water courses, wetlands, floodways, and floodplains on or within one hundred (100) feet of the subject property; existing drainage patterns; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property.

Response: The exhibits given on Pages 3-5 meet this requirement.

3.) A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structures on-site and within two hundred (200) feet of the subject property and the identification of the use thereof.

Response: The exhibits given on Pages 3 meet this requirement.

4.) A drawing defining the location and area proposed to be developed for buildings and parking; standards for pedestrian and vehicular circulation; the proposed points of ingress and egress to the development; the provision of spaces for loading; proposed screening to be made in relation to abutting land uses and zoning districts; and the extent of proposed landscaping, planting and other treatment adjacent to surrounding property.

Response: Page 22 provides an overall concept plan. Exhibits on pages 24,31, and 32 show the remaining items

5.) A circulation diagram indicating the proposed principal movement of vehicles, goods and pedestrian within the development to and from existing thoroughfare.

Response: Pages 9 and 31 provide exhibits and standards that provides the required materials.

6.) If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating:

(AA): The approximate date when construction of the project can be expected to begin.

(BB): The order in which the phases of the project will be built.

(CC): The minimum area and the approximate location of common spaces and public improvements that will be required at each stage

(DD): A breakdown by phase for subsections (5) and (6) above.

Response: The commercial parking and infrastructure is anticipated to be developed in one phase with the construction of the buildings being market driven phases. Development is anticipated to begin within 180 days of rezoning approval, and will include all public infrastructure.

7.) A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the city and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article.

Response: The property is currently zoned Commercial Highway (CH). The surrounding area has a mixture of residential and commercial properties. The concept plan and development standards combined with the architectural requirements of the commercial buildings shown within this booklet align and closely to mimic the type of developments in the surrounding neighborhoods and are envisioned to complement the development in this area.

8.) A statement setting forth in detail the manner in which the proposed planned development deviates from the zoning and Subdivision Regulations which would otherwise be applicable to the subject property

Response: See Page 35 for PCD requested exceptions and setbacks.

9.) A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (Floor Area Ratio), the L.S.R. (Livability Space Ratio) and the O.S.R. (Open Space Ratio). These tabulations are for the PCD.

Response: This requirement has been addressed in the chart below.

PCD	
TOTAL SITE AREA	119,790 s.f.
TOTAL MAXIMUM FLOOR AREA	40,000 s.f.
TOTAL LOT AREA	119,790 s.f.
TOTAL BUILDING COVERAGE	21,000 s.f.
TOTAL DRIVE/ PARKING AREA	73,679 s.f.
TOTAL RIGHT-OF-WAY	0 s.f.
TOTAL LIVABLE SPACE	69,129 s.f.
TOTAL OPEN SPACE	23,958 s.f.
FLOOR AREA RATIO (F.A.R.)	0.08
LIVABILITY SPACE RATIO (L.S.R.)	0.40
OPEN SPACE RATIO (O.S.R.)	0.92

10.) The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article

Response: This property is not in the Gateway Design Overlay District , Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). A portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0255J eff. 05/9/2023. .

11.) The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time.

Response: Pages 3 & 18 discusses the 2040 Major Transportation Plan.

12.) The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated.

Response: The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is Cornerstone Contractors, Inc. contact info for both is provided on cover.

13.) Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. The plan shall include a written description of proposed exterior building materials including the siding and roof materials, porches, and decks. The location and orientation of exterior light fixtures and of garages shall be shown if such are to be included in the structures.

Response: Page 25-32 shows the architectural character of the proposed building and building materials listed.

14.) If a development entrance sign is proposed the application shall include a description of proposed signage for the development including calculations of square footage and height. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

Response: Examples of entrance signage are located on Page 23.

PCD Setbacks

Land Use Parameters and Building Setbacks			
Zoning (Existing vs Proposed)	CH (Existing)	Proposed PCD	Difference
Residential Density			
Maximum Gross Density (D.U./Acres)	N/A	NA	NA
Maximum Number of Homes Allowed by Density	N/A	NA	NA
Minimum Lot Area	N/A	NA	NA
Minimum Lot Width	N/A	NA	NA
Minimum Setback Requirements (External)			
Minimum Front Setback	35'	10'	-25'
Minimum Side Setback (Along Existing Access Road)	5'	10'	+5'
Minimum Side Setback	5'	20'	+15'
Minimum Rear Setback	20'	20'	0'
Minimum Distance Between Buildings	15'	15'	0'
Land Use Intensity Ratios			
MAX FAR	1	1	0
Minimum Livable Space Ratio	0.5	0.63	+0.13
Minimum Open Space Ratio	0.25	0.3	+0.05
Minimum Open Space Requirement	20%	20%	0%
Minimum Formal Open Requirement	5%	5%	0%
Max Height	35'	35'	0'

REQUESTED EXCEPTIONS:

- Requesting an exception to the required buffer along the eastern side of Lot 2 of the PCD. The intent with this design is to create an urban street frontage. A required row of perimeter shrubs will be required along this edge to create a visual threshold to help separate the homes from the commercial area.
- Requesting the planting yard along the east side of the PCD adjacent to the PRD be reduced from 10' to 0'.

**MINUTES OF THE MURFREESBORO
PLANNING COMMISSION
JULY 12, 2023**

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Jami Averwater
Reggie Harris
Bryan Prince
Chase Salas
Shawn Wright

STAFF PRESENT

Greg McKnight, Exec. Director Dev. Services
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Brad Barbee, Planner
Joel Aguilera, Planner
Carolyn Jaco, Recording Assistant
Roman Hankins, Assistant City Attorney

1. Call to order.

Mr. Matthew Blomeley, acting as Chair Pro Tem, called the meeting to order at 6:00 P.M.

2. Determination of a quorum.

Mr. Matthew Blomeley determined a quorum was present. Mr. Blomeley requested a motion be made to modify the Agenda to move Item 5.a. (Election of Officers) ahead of Item 4.

Mr. Chase Salas made a motion to move Item 5.a. ahead of Item 4 on the Agenda; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Reggie Harris
Bryan Prince
Chase Salas
Shawn Wright

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 12, 2023

Mr. Matthew Blomeley explained the opening of stub streets provides a benefit for all in this area to access Memorial Boulevard, a major arterial street. Chair Kathy Jones agreed that the stub streets had been put in place for future connection to the undeveloped property.

Mr. Chris Maguire (design engineer) came forward to discuss the traffic study and the benefits of the existing street stubs connecting to this development.

There being no further discussion, Mr. Bryan Prince moved to approve the zoning application as submitted, subject to all staff comments; the motion was seconded by Vice-Chairman Ken Halliburton and carried by the following vote:

- Aye: Kathy Jones
Ken Halliburton
Bryan Prince
Chase Salas
- Nay: Jami Averwater
Reggie Harris
Shawn Wright

Zoning application [2023-407] for approximately 16.5 acres located along Veterans Parkway to be rezoned from CH to PRD (approx. 12.8 acres) and PCD (approx. 3.7 acres), Cornerstone Development, LLC applicant.

Ms. Marina Rush presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Brian Grover (landscape architect), Mr. Matt Taylor (design engineer), Mr. John Harney (developer), and Mr. Joey Minge (developer) were in attendance representing the application. Mr. Brian Grover gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 12, 2023

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Chair Kathy Jones closed the public hearing.

The Planning Commission discussed the proposal and agreed they liked the transition from the commercial use to the residential use. They were in favor of the residential walkability to the commercial area as well as the parallel parking for this development.

There being no further discussion, Mr. Shawn Wright moved to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Reggie Harris
Bryan Prince
Chase Salas
Shawn Wright

Nay: None

Zoning application [2023-406] for approximately 0.64 acres located along East Vine Street to be rezoned from RS-8 and CCO to PRD and CCO (East Vine Manor PRD), 520 Vine Street, LLC applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Brian Grover (landscape architect), Mr. Matt Taylor (design engineer), and Mr. Travis Lytle (developer) were in attendance representing the application. Mr. Brian Grover gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the

ORDINANCE 23-OZ-28 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 16.5 acres located along Veterans Parkway from Commercial Highway (CH) District to Planned Residential Development (PRD) District (approx. 12.8 acres) and Planned Commercial Development (PCD) District (approx. 3.7 acres); Cornerstone Development, LLC, applicant, [2023-407].

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

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

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL



PRD
CLOISTER DR

CITY LIMITS

Area Rezoned
from
CH to PCD

PRD

CF Ordinance 23-OZ-28

MEADOW LN

CREEKSIDE DR

CITY LIMITS

CF

Area Rezoned
from
CH to PRD

PRD

CH

CH

CAROL DR

Area Rezoned
from
CH to PCD

CITY LIMITS

PRD

CH

CH

JACINTH LN

FRANKLIN RD

CH

CH



COUNCIL COMMUNICATION

Meeting Date: 08/17/2023

Item Title: Rezoning property along East Vine Street
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rezone approximately 0.64 acres located along the south side of East Vine Street east of South Highland Avenue.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning. The Planning Commission recommended approval of the rezoning.

Background Information

520 Vine Street, LLC presented a zoning application [2023-406] for approximately 0.64 acres located along the south side of East Vine Street to be rezoned from RS-8 (Single-Family Residential District 8) and CCO (City Core Overlay District) to PRD (Planned Residential District). During its regular meeting on July 12, 2023, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of five single-family attached homes.

Establish Strong City Brand

This rezoning will enable reinvestment and redevelopment in the City's downtown, which will strengthen the identity of downtown as a place to live, work, and play.

Attachments:

1. Ordinance 23-OZ-29
2. Maps of the area
3. Planning Commission staff comments from 07/12/2023 meeting
4. Planning Commission minutes from 07/12/2023 meeting
5. East Vine Manor PRD pattern book

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JULY 12, 2023
PROJECT PLANNER: HOLLY SMYTH**

6.c. Zoning application [2023-406] for approximately 0.64 acres located along East Vine Street to be rezoned from RS-8 and CCO to PRD and CCO (East Vine Manor PRD), 520 Vine Street, LLC applicant.

The subject property, which consists of one vacant parcel, is located on the south side of East Vine Street east of South Highland Avenue and west of South University Street involving. The site is identified as Tax Map 091M, Group L, Parcel 002.00 and is approximately 27,878 square feet in area. The entire site is proposed to be rezoned as Planned Residential District (East Vine Manor PRD). The proposed PRD would accommodate a total of 5 single family attached residential townhomes, equating to **7.81** dwelling units to the acre.

Adjacent Zoning and Land Uses

The surrounding zone districts are within the City Core Overlay and primarily RS-8 (Single Family Residential) with RM-16 (Multi-Family Residential District) zoning to the west and south and PRD (Planned Residential District) zoning to the east, as more particularly shown on page 3 of the program book. The primary surrounding land uses are single family homes, followed by townhomes, and apartments.

Proposed PRD

The PRD overall layout and the basic site data is best seen on page 8 of the program book. The PRD is being requested to allow for 5 single family attached townhome units within a horizontal property regime (HPR). The single family attached units are most similar to what would be allowed in a RS-A, Type 2 zone district.

All dwellings will be available for sale via the HPR. The developer proposes that all homes developed within the subdivision shall not be sold in bulk to a developer or owner of rental units for the purpose of operating a rental community. The builder(s) of all homes within the subdivision shall sell the units to individual buyers on an individual contract basis, not as a bulk transaction to a single entity.

Attached single-family homes will be a minimum of 2,000 square feet and will all contain three bedrooms. Specific architectural plans have been created for this project to create a product that looks like a single manor home from the street with lots of details, porch spaces, and varying roof heights. The access into the front building is from the wrap around porch so that it appears like a detached single family dwelling. The rear building contains 3 units with front-entry garages. Each unit will have a 1-car garage with decorative window-panel at the top and 2 surface parking stalls adjacent to the garage. Two additional guest parking spaces are also provided for the complex on-site and are best seen on page 10 of the program book. A total of 15 parking stalls are required for the project and 17 are proposed.

Page 15 of the program book depicts the on-site landscape and open space amenities. 10' wide landscape buffers are proposed along the westerly and southerly property lines along with a new 6'-tall opaque fence. Perimeter plantings of 5' wide are provided on the remaining sides of the property. Base of building plantings of at least 3' in depth are provided along the front building facing the street and along the interior entry drive. All townhomes will have private open space through a front or rear porch area at the front or rear of each unit. Additionally, a formal open space amenity area with community pavilion, fire pit, outdoor seating and open play lawn area are also proposed. An HOA shall be responsible for maintaining all open paved surfaces, stormwater, landscaping, and shared amenities.

Proposed setbacks and layout are depicted on pages 8 & 10 of program book and are summarized as follows:

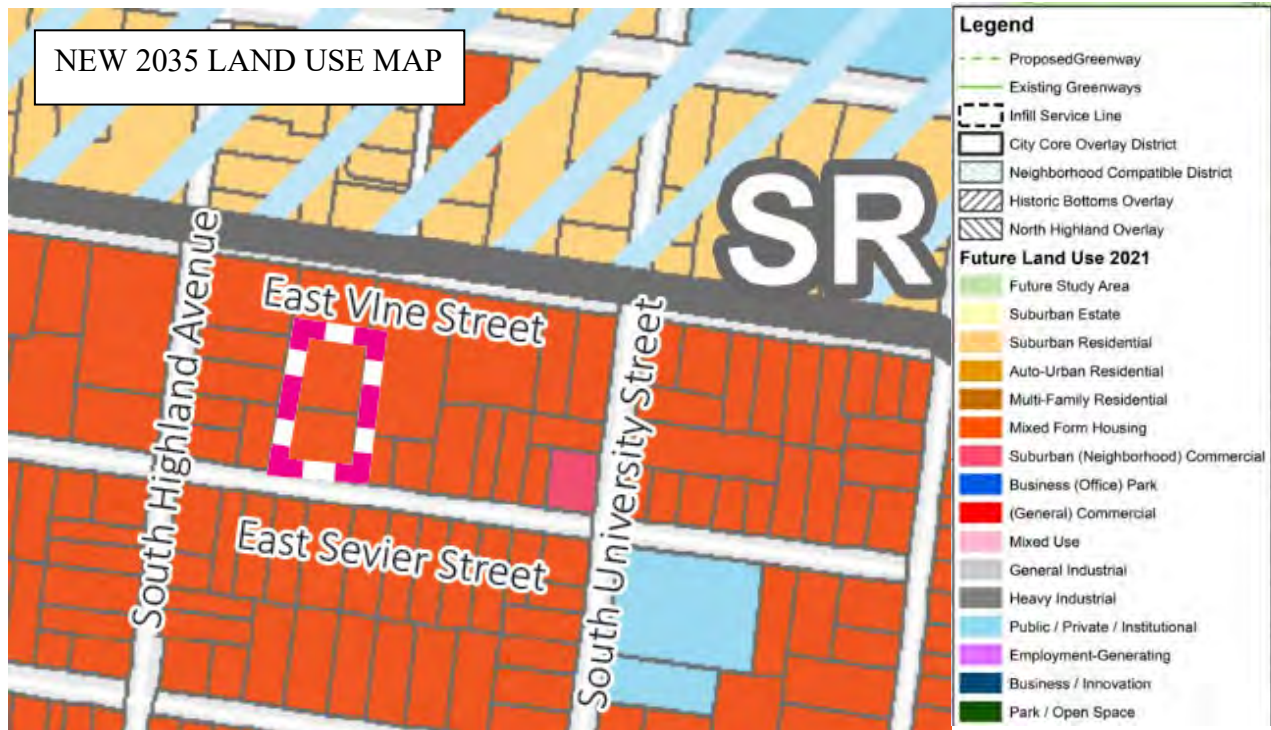
- 20' front building setback along East Vine Street (CCO would require 20' build to line)
- 7' porch encroachment into front setback (normally 5' encroachment is allowed by code)
- 5' side yard setbacks
- 20' rear yard setback

Exception(s) Requested: Page 17 of the program book shows the comparison for this development to the RS-A, Type 2 zone with the requested exception shown in red text. The zoning ordinance allows for a 5' encroachment into the front yard setback for porches and other architectural features. However, the proposed project is looking at the front porch encroaching 7', therefore the only exception being requested is allow an additional 2' encroachment for the front porch.

Future Land Use Map

The newly adopted future land use map that is part of the *Murfreesboro 2035 Comprehensive Plan* recommends that the subject property develop primarily with a *Mixed Form Housing* land use character (see excerpt map below). Mixed Form Housing is residential in character with a mixture of single-family detached and single family attached two-, three- and four-unit residential buildings that keep in character with the surrounding neighborhood. Development in these areas should focus on forms that relate to the public street, provide architectural details for porches, windows and awning treatments, and transition well with adjacent properties. Infill development designed so that two-family, three-family and four-family residential buildings resemble traditional single-family buildings. The comprehensive plan calls out RS-10, RS-8, RS-6, RS-A1, RS-A2, RS-A3, RD, PRD, and PUD zoning districts as being compatible with this designation.

Based on the Comprehensive Plan designations, the proposed PUD is consistent with the *Mixed Form Housing* land use designation.



Department Recommendation

Staff is supportive of this rezoning request, with its requested exception of an additional 2' porch encroachment, because of the following reasons:

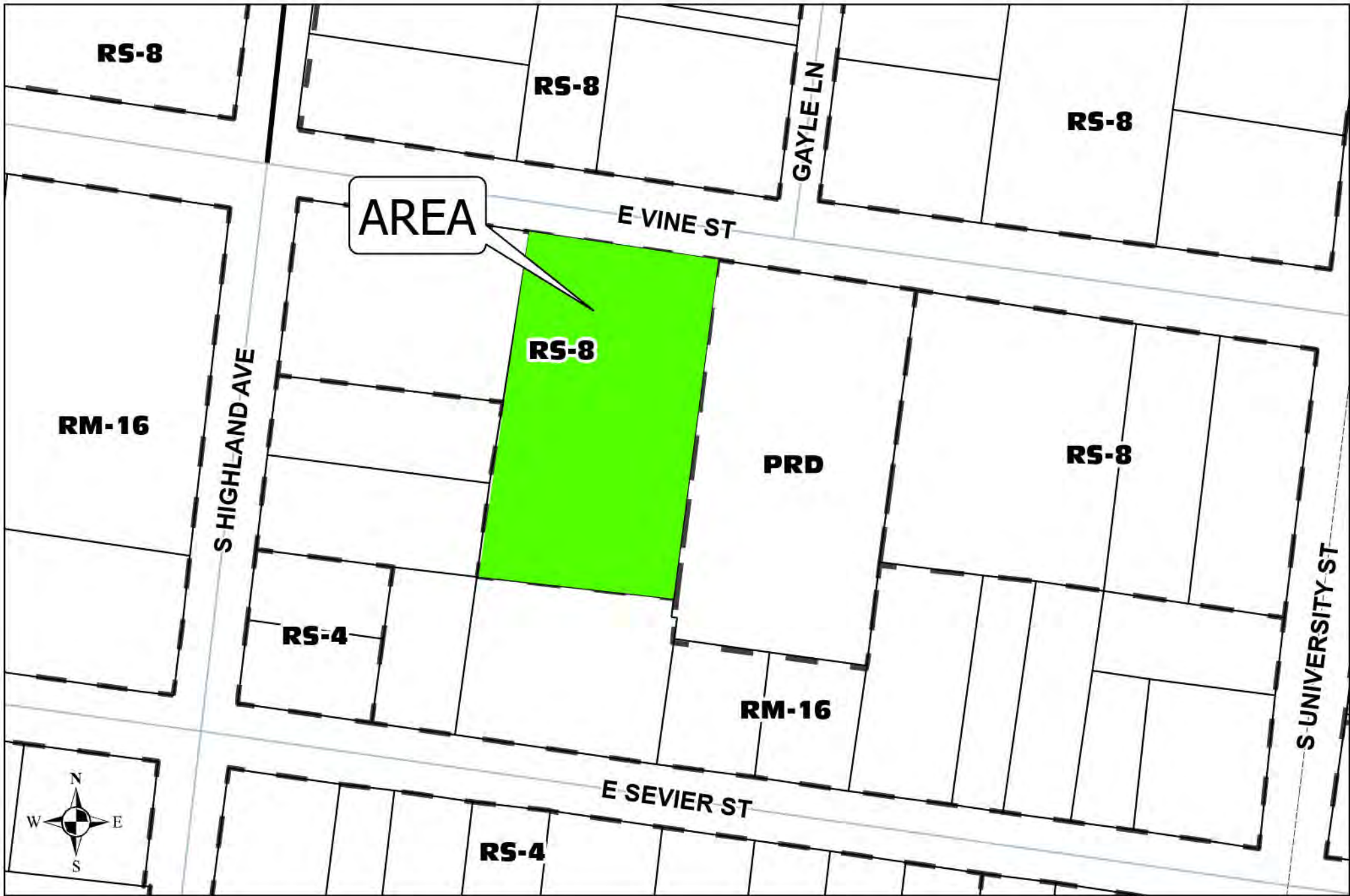
- 1) The proposal is consistent with the Mixed Form Housing land use character.
- 2) The front building resembles a single family detached home.
- 3) The number of units per building does not exceed four.
- 4) The architecture is compatible with the existing neighborhood.

Action Needed

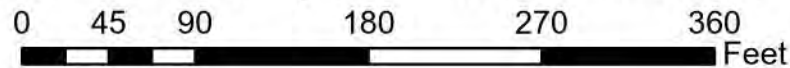
The applicant will make a presentation to the Planning Commission on the proposed zoning request. The Planning Commission should conduct a public hearing, after which it will need to formulate a recommendation to City Council.

Attachments:

- NoOrtho Map
- Ortho Map
- Program Book



**Rezoning request for property along East Vine Street
RS-8 and CCO to PRD (East Vine Manor PRD) and CCO**



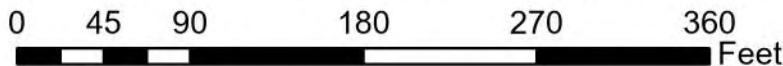
Planning Department
City of Murfreesboro
111 West Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov



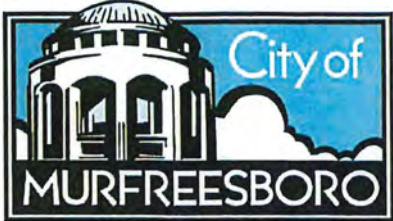
Rutherford County OIT/GIS, Maxar, Microsoft



Rezoning request for property along East Vine Street RS-8 and CCO to PRD (East Vine Manor PRD) and CCO



Planning Department
 City of Murfreesboro
 111 West Vine St.
 Murfreesboro, TN 37130
www.murfreesborotn.gov



T E N N E S S E E

Creating a better quality of life

City of Murfreesboro
Planning and Engineering Department
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139
(615) 893-6441 Fax (615) 849-2606
www.murfreesborotn.gov

Zoning & Rezoning Applications – other than rezoning to planned unit development	\$700.00
Zoning & Rezoning Applications – Planned Unit Development, initial or amended	\$950.00

Procedure for applicant:

The applicant must submit the following information to initiate a rezoning:

1. A completed rezoning application (below).
2. A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)
3. A non-refundable application fee (prices listed above).

For assistance or questions, please contact a planner at 615-893-6441.

To be completed by applicant:

APPLICANT: 520 Vine St. LLC

Address: 2323 Glencrofte Ln City/State/Zip: Chatt. TN 37421

Phone: 423-400-0938 E-mail address: travislytle01@gmail.com

PROPERTY OWNER: James and Chrissi Carr

Street Address or property description: 520 E. Vine St. M'boro TN 37130

and/or Tax map #: 091M Group: L Parcel (s): 2.00

Existing zoning classification: RS-8

Proposed zoning classification: PRD Acreage: 0.64

Contact name & phone number for publication and notifications to the public (if different from the applicant):

E-mail:

APPLICANT'S SIGNATURE (required): [Signature]

DATE: 5-10-23

*****For Office Use Only*****

Date received: MPC YR.: MPC #:

Amount paid: Receipt #:

EAST VINE MANOR

REQUEST FOR REZONING FROM SINGLE-FAMILY RESIDENTIAL (RS-8)/ CITY CORE OVERLAY (CCO) TO A PLANNED RESIDENTIAL DISTRICT (PRD)/(CCO)

Murfreesboro, Tennessee



SEC, Inc.

SEC Project #22604

520 VINE STREET LLC



Initial Submittal

May 18, 2023

Resubmittal

June 7, 2023 for the June 21, 2023
Planning Commission Meeting

Resubmittal

June 29, 2023 for the July 12, 2023
Planning Commission Public Hearing

Resubmitted

August 7th, 2023 for the
August 17th, 2023 City Council
Public Hearing

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Company Name: SEC, Inc.
 Profession: Planning.Engineering.Landscape Architecture
 Attn: Rob Molchan / Matt Taylor
 Phone: (615) 890-7901
 Email: rmolchan@sec-civil.com/ mtaylor@sec-civil.com
 Web: www.sec-civil.com

*850 Middle Tennessee Blvd.
 Murfreesboro, Tennessee 37129*

520 VINE STREET LLC

Company Name: 520 Vine Street LLC
 Profession: Developer
 Attn: Barry Daniel
 Phone: (615) 906-3008



Company Name: Kingdom Development Group Inc.
 Profession: Architecture
 Attn: Brandon Harvey
 Phone: (615) 922-0426
 Email: bharvey@kdgi.solutions
 Web: https://www.kdgi.solutions/

*102 S. Maple Street
 Murfreesboro, Tennessee 37130*

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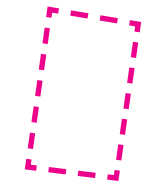
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AERIAL PHOTOGRAPH

Not To Scale

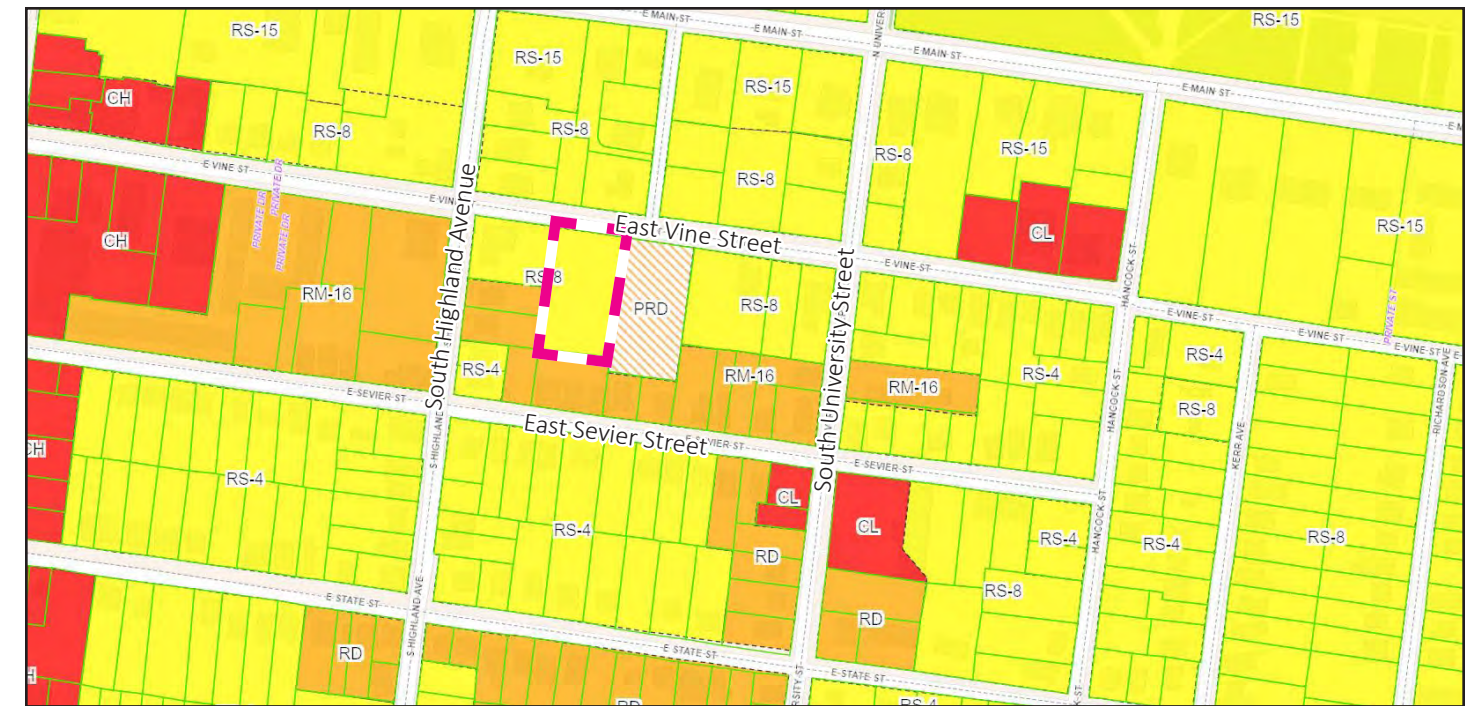
- East Vine Street
- South University Street
- South Highland Avenue
- East Sevier Street



Site Boundary

520 Vine Street, LLC respectfully requests rezoning of the Caruthers Property at 520 East Vine Street from Single-Family Residential (RS-8) with City Core Overlay (CCO) to Planned Residential District (PRD) with CCO to create East Vine Manor. The property is located along the southern side of East Vine Street and east of South Highland Avenue. The site is identified as Parcel 2.00 of Tax Map 91M-L, and is approximately 0.64 acres.

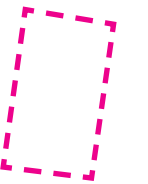
The development will consist of 5 single-family attached townhome units on 0.64 acres, for a density of 7.81 dwelling units per acre. All homes will be created via a Horizontal Property Regime (HPR). The proposed homes will be a minimum of 2,000 square feet of living space. All homes will have a minimum of 3 bedrooms with a 1-car garage and 2 surface parking spaces. The homes fronting onto East Vine Street shall have rear-entry garages and the southern homes at the rear of the property will have front-entry garages. Elevations will be constructed of primarily masonry materials to add quality and character to the development. The homes will include porches/stoops to emulate the surrounding neighborhood characteristics. Foundation landscaping shall be provided along the front elevation along East Vine Street. Lighting for the development shall comply with the City of Murfreesboro Zoning Ordinance. The entrance to the development will be located along East Vine Street, all drives in the development will be private. The H.O.A. will maintain all common areas, drive aisles, and driveways.



ZONING MAP

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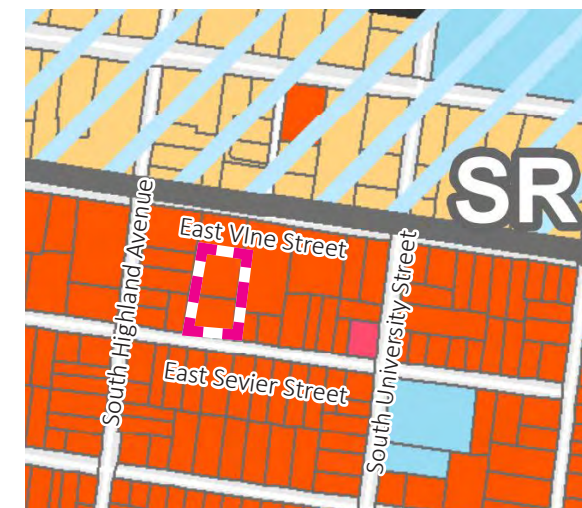
- | | |
|---|--|
| RS-4 Residential Single-Family (RS-4) | CH Commercial Highway (CH) |
| RS-8 Residential Single-Family (RS-8) | CL Commercial Local (CL) |
| RS-15 Residential Single-Family (RS-15) | PRD Planned Residential District (PRD) |
| RM-16 Residential Multi-Family (RM-16) | |
| RD Residential Duplex (RD) | |



Site Boundary

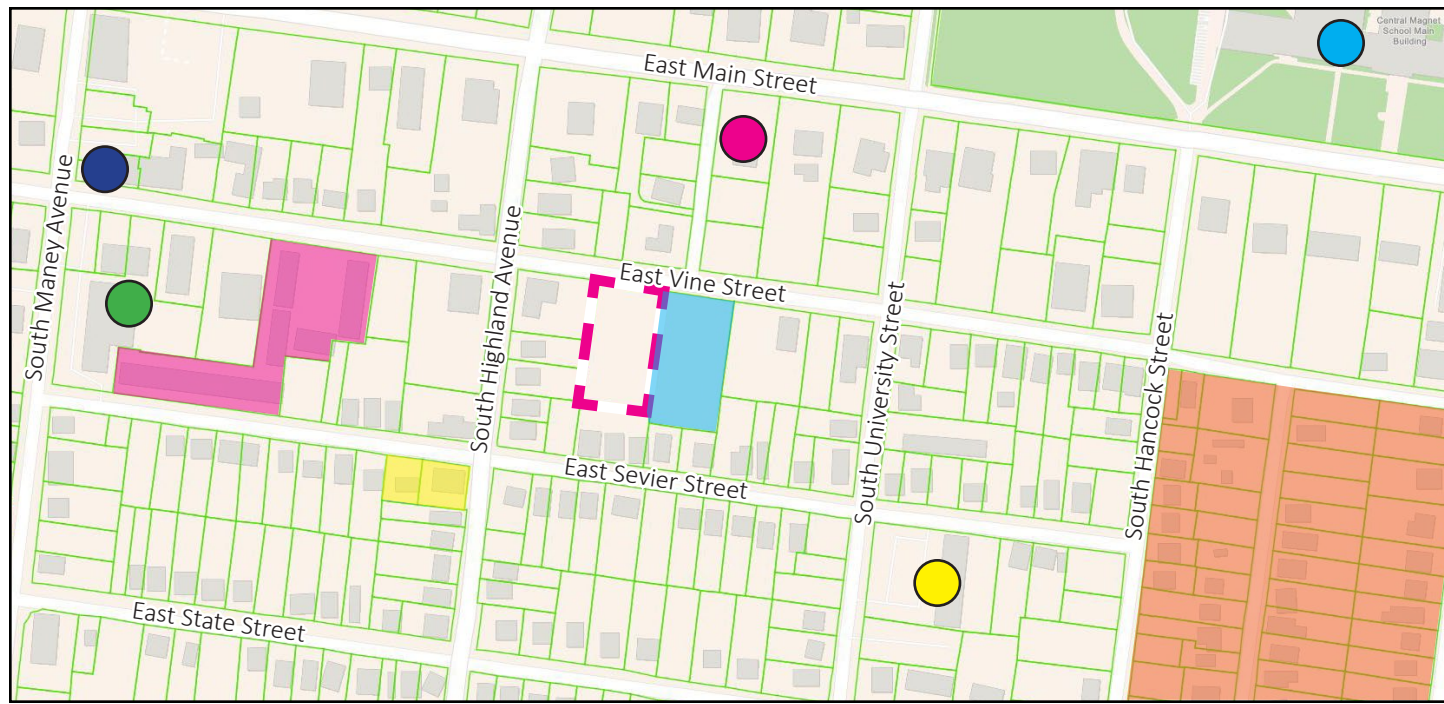
The surrounding area consists of a mixture of zoning types and uses. The land to the east is zoned PRD. The land to the north and northwest is zoned RS-8. The land to the west and south is zoned RM-16. This development is within the City Core Overlay District.

2035 FUTURE LAND USE PLAN



The Murfreesboro Future Land Use Plan Amendment proposes this area as Mixed Form Housing (FH). The character of this land use includes a mixture of single-family detached and single-family attached residential buildings with architecture promoting a neighborhood feeling with porches, stoops, bays, and dormers. Generally compatible zoning districts include RS-10, RS-8, RS-6, RS-A1, RS-A2, RS-A3, R-D, PRD, & PUD.

The proposed development aligns closely with the Murfreesboro Future Land Use Plan in terms of architecture, dwelling types, and proposed zoning.



SUBDIVISION MAP

Not To Scale

- | | | |
|------------------------|-----------------------|---------------------------|
| East Vine Villas PRD | Bilbro | New Hope Church |
| Town Square Apartments | Central Magnet School | Mid-Cumberland Head Start |
| The Fergusons | Cedar Grove Church | JDS Market |



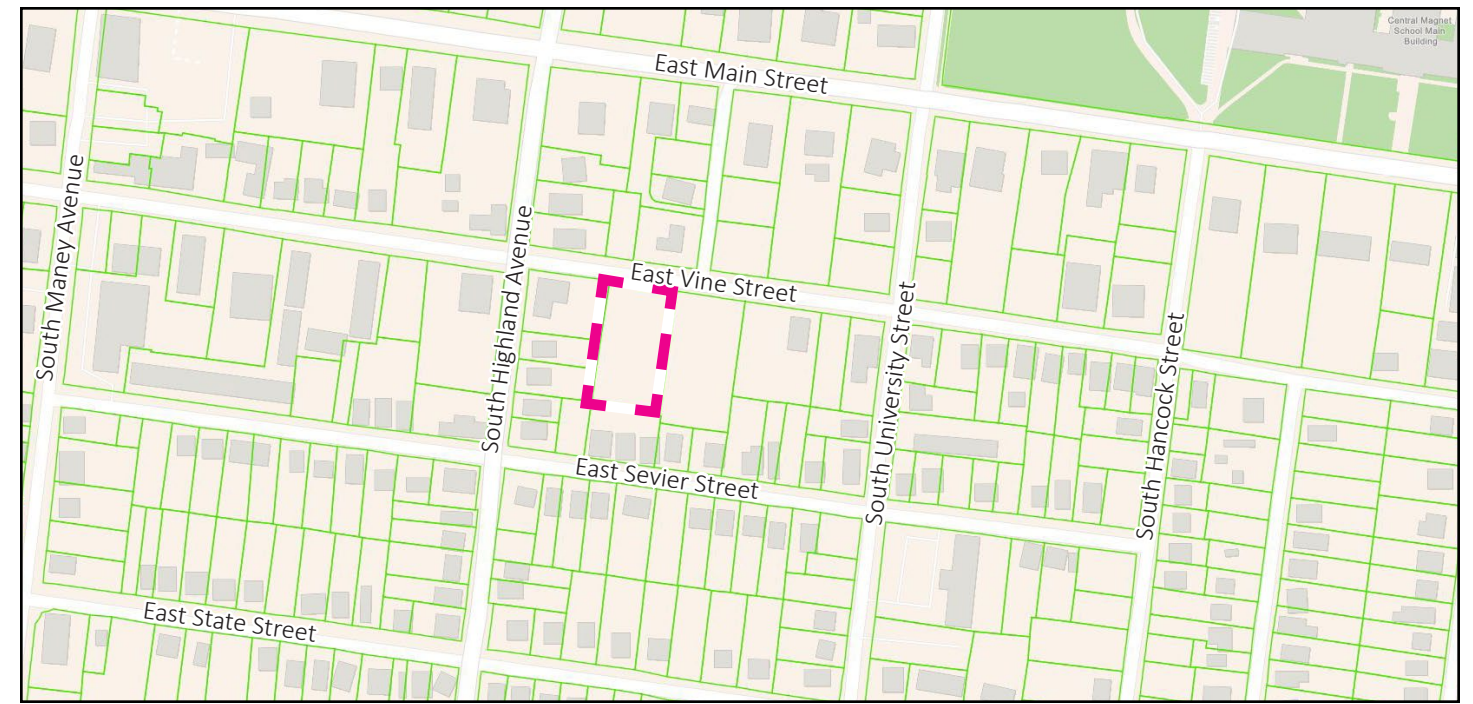
Site Boundary

East Vine Manor is surrounded by a mixture of residential subdivisions, commercial, and institutional properties. East Vine Villas PRD is the adjacent residential development to the east consisting of six, two-story single-family attached homes. East Vine Villas closely aligns with the desired placement of garages in East Vine Manor development. The exterior elevations consist of primarily brick and hardy board. There is one primary point of ingress/egress to the development from East Vine Street.

Town Square Apartments is an apartment complex to the west consisting of one and two-story residential units without garages. The exterior elevations consist of primarily hardy board with stone accents on the first floor. There are two main points of ingress/egress into the development; one from East Vine Street and one from East Sevier Street.

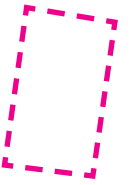
Bilbro is a large residential development to the east consisting of a mixture of one and two-story single-family detached homes. The elevations and building materials vary greatly across the development with brick, vinyl, and hardy board being the primary materials.

JDS Market is a commercial property to the west along East Vine Street. Mid-Cumberland Head Start and Central Magnet School are two educational institutions near the development which serve the surrounding neighborhoods. Several religious institutes are located near the development, such as Cedar Grove Church and New Hope Church.



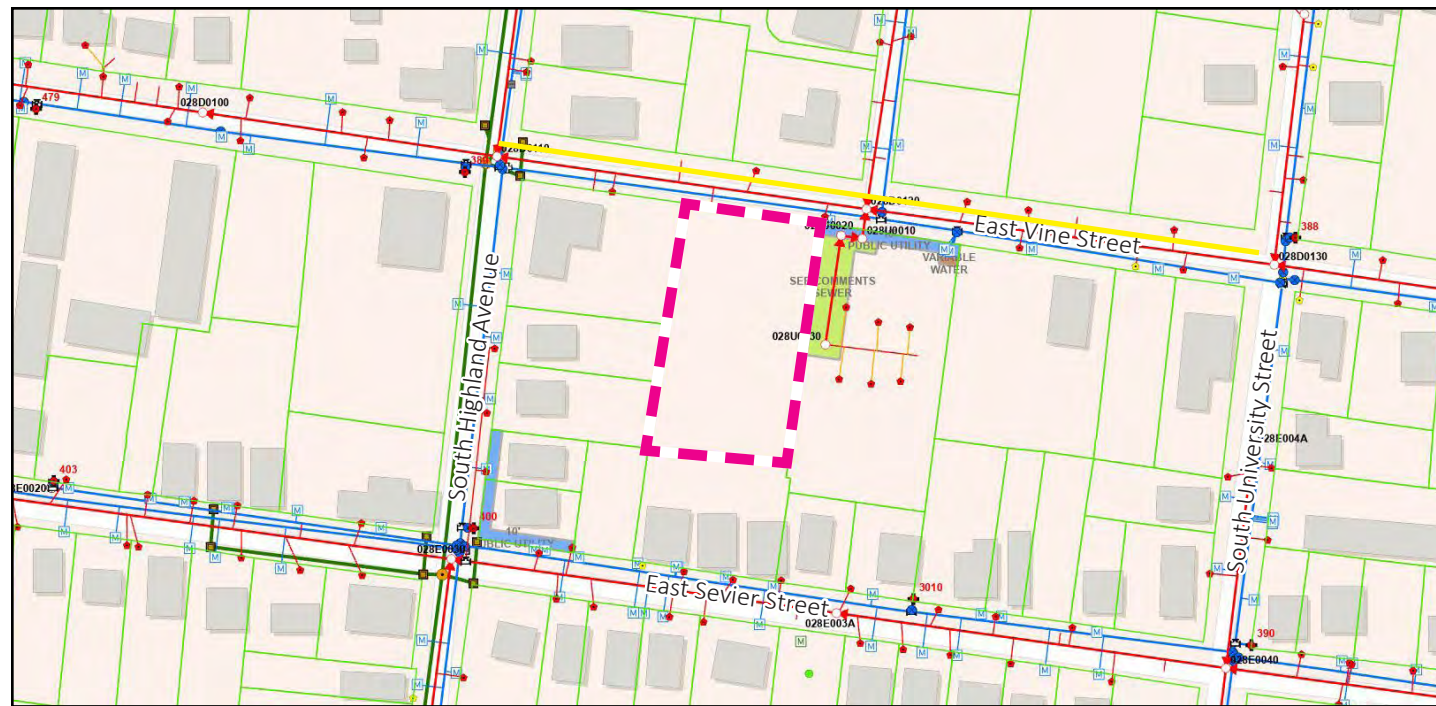
2040 MAJOR TRANSPORTATION PLAN

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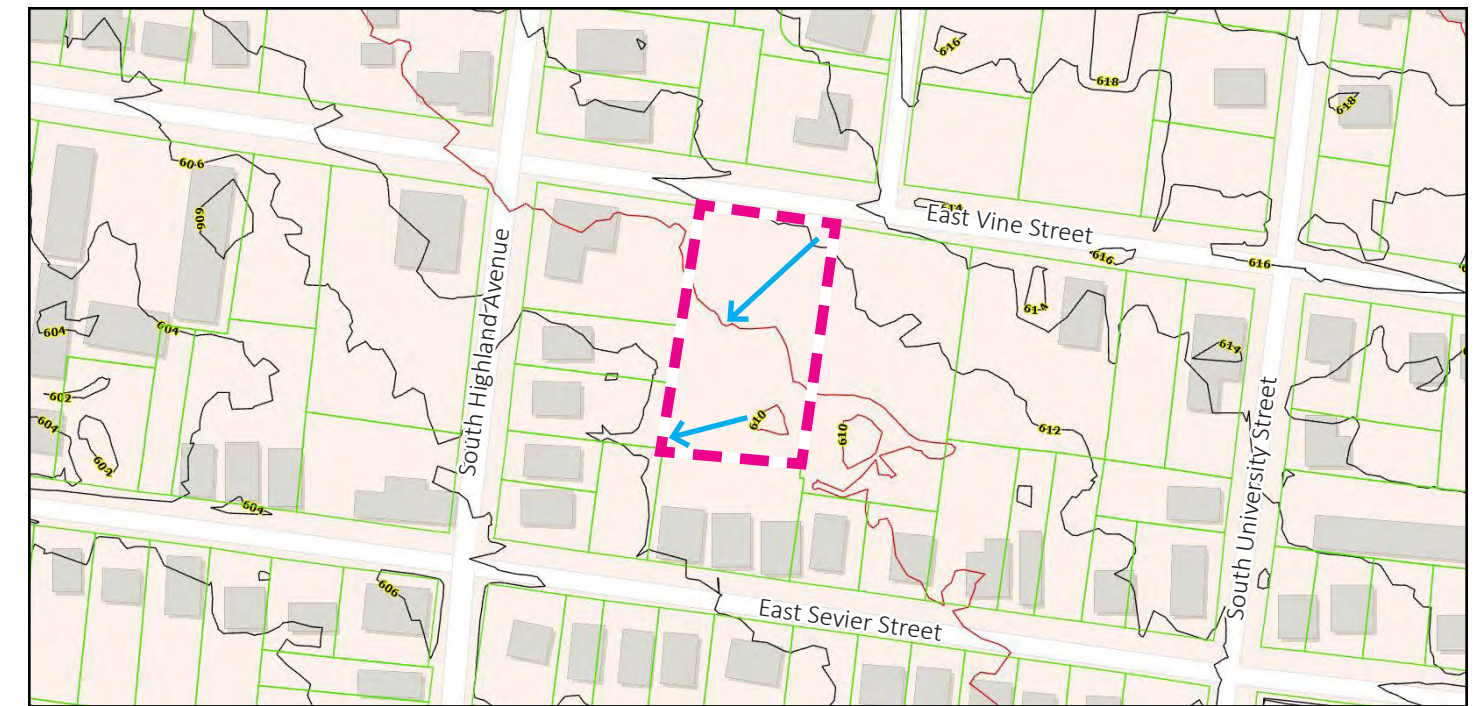
Site Boundary

The property has/will have access to the existing public rights-of-way of East Vine Street through one entrance. East Vine Street is currently up to date on the City of Murfreesboro 2040 Major Transportation Plan as a two-lane local street without curb and gutter. Sidewalks line both sides of the street and will be repaired if damaged during the construction process. A 10-ft wide public utility easement shall be provided along the site frontage.



UTILITY MAP

Not To Scale



HYDROLOGY AND TOPOGRAPHY

Not To Scale



The topographic map above shows the site's topographic high point generally at the northeast corner of the property. From this high point, the property drains towards the southwest. Stormwater that drains off this site flows to the west before ultimately ending up in Lytle Creek.

No portions of this development are within a recorded floodway or floodplain per FEMA Flood Panel 47149C0260J eff. 05/09/2023.



Water service will be provided by the Murfreesboro Water Resources Department. There is an existing 12 inch cast iron water line along East Vine Street for water service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service and setting a gang vault.

Sanitary sewer service will be provided by the Murfreesboro Water Resources Department. Sanitary sewer service can connect to an existing 8" PVC gravity sewer line within the R.O.W. of East Vine Street. There is an existing 6" PVC service line into the property from East Vine Street. Construction will extend the sewer service into the site and the developer will be responsible for extending the sewer into this property. If the sewer main is extended into the site by more than 150 feet, a 30 foot wide sewer easement shall be required.



Electric service will be provided by Middle Tennessee Electric. Service will be extended from East Vine Street. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.

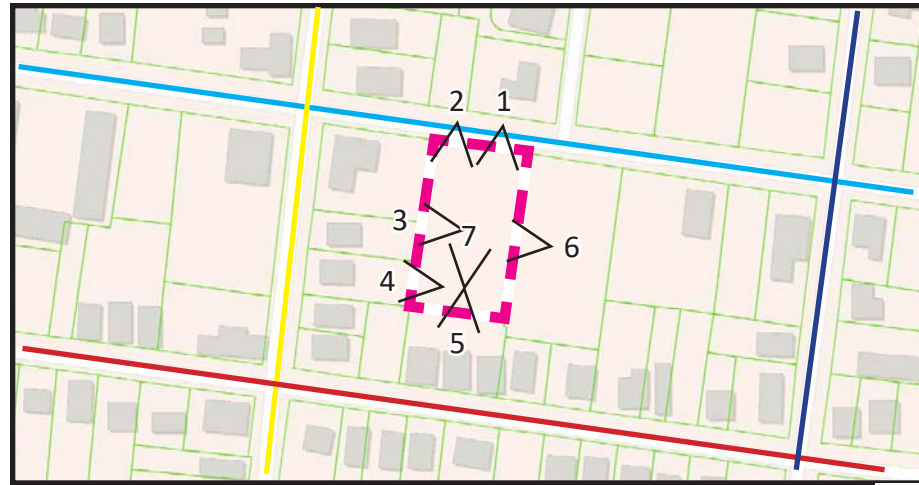


PHOTO DIRECTION MAP

Not To Scale



VIEW FROM EAST VINE STREET LOOKING SOUTH ON-SITE



VIEW FROM EAST VINE STREET LOOKING SOUTH ON-SITE



VIEW FROM MIDDLE OF SITE LOOKING WEST AT EXISTING NEIGHBOR'S FENCE



VIEW FROM MIDDLE OF SITE LOOKING WEST AT EXISTING NEIGHBOR'S FENCE



VIEW FROM SOUTHERN PERIMETER LOOKING SOUTH ONTO ADJACENT PROPERTY



VIEW FROM NEIGHBORING PROPERTY LOOKING WEST ON-SITE



VIEW FROM SOUTHERN BOUNDARY LOOKING NORTH TOWARDS EAST VINE STREET

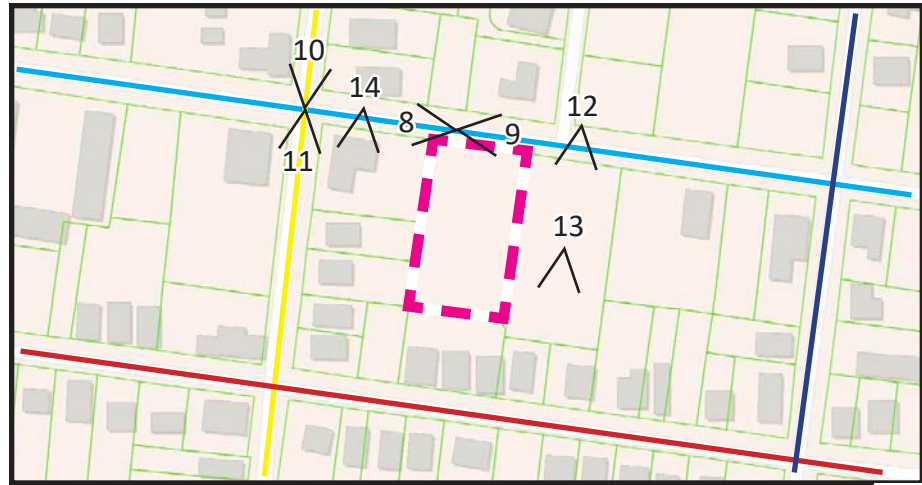


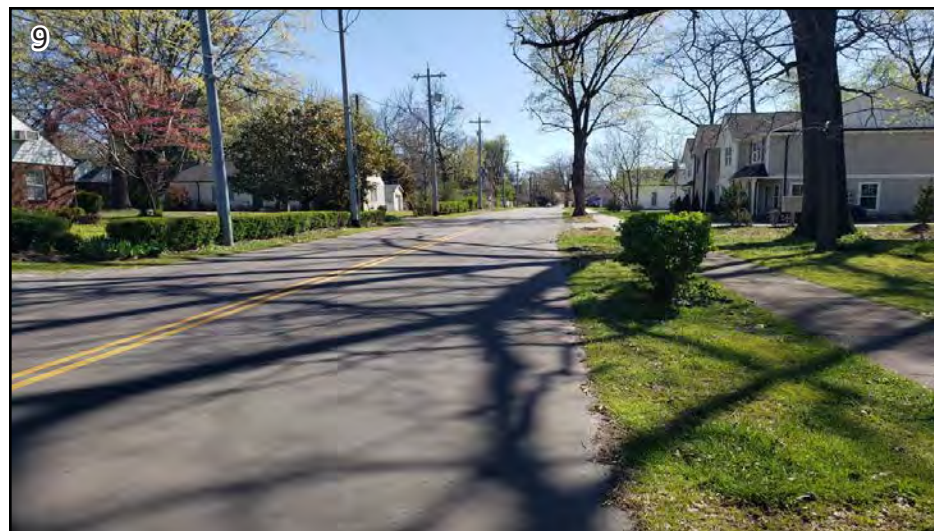
PHOTO DIRECTION MAP

Not To Scale

- East Vine Street
- South Highland Avenue
- East Sevier Street
- South University Street



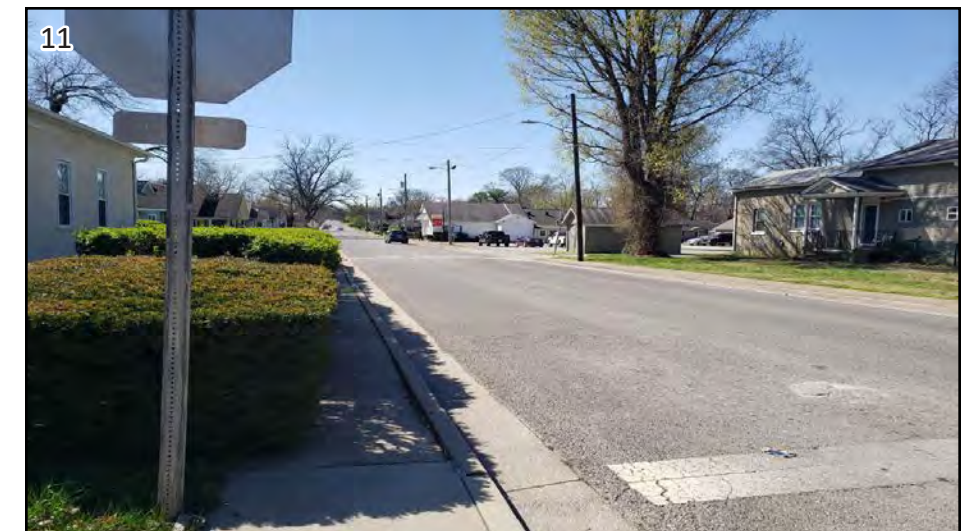
VIEW FROM EAST VINE STREET ENTRANCE LOOKING WEST



VIEW FROM EAST VINE STREET ENTRANCE LOOKING EAST



VIEW FROM EAST VINE STREET/SOUTH HIGHLAND AVENUE INTERSECTION LOOKING NORTH



VIEW FROM EAST VINE STREET/SOUTH HIGHLAND AVENUE INTERSECTION LOOKING SOUTH



VIEW OF EXISTING EAST VINE STREET ELEVATION ON ADJACENT PROPERTY



VIEW OF EXISTING REAR ELEVATION ON ADJACENT PROPERTY



VIEW OF EXISTING FRONT ELEVATION ON ADJACENT PROPERTY

Site Data:

Total Land Area: ±0.64 Acres
 Total Number of Units: 5 Units
 Density: 5 Units/0.64 Acres = ±7.81 Units/Acre
 Maximum Lot Coverage Allowed: 75%
 Lot Coverage Provided: 26%

Required Open Space: ±0.10 Acres (15%)
 Min Provided Open Space: ±0.10 Acres (15%)
 Required Formal Open Space: 250 SF (50 per Unit)
 Min Provided Formal Open Space: 1,400 SF (5%)

Parking Requirements:

Number of Bedrooms Per Unit= 3 bedrooms
 (3 BR x 1 Space per BR) = 15 Spaces

Parking Provided:

Driveway Spaces = 10 Spaces
 Garage Spaces = 5 Spaces
 Visitor Spaces = 2 Spaces
 Total Parking Provided: 17 Spaces (+2)

-  Townhomes
-  Pavilion
-  Open Space
-  Roadway
-  Sidewalk



SEC Project #22604 Murfreesboro, Tennessee





EXAMPLE OF CENTRALIZED MAIL KIOSK



EXAMPLE OF ON-SITE LIGHTING



EXAMPLE OF WHITE VINYL PRIVACY FENCE

Development Standards:

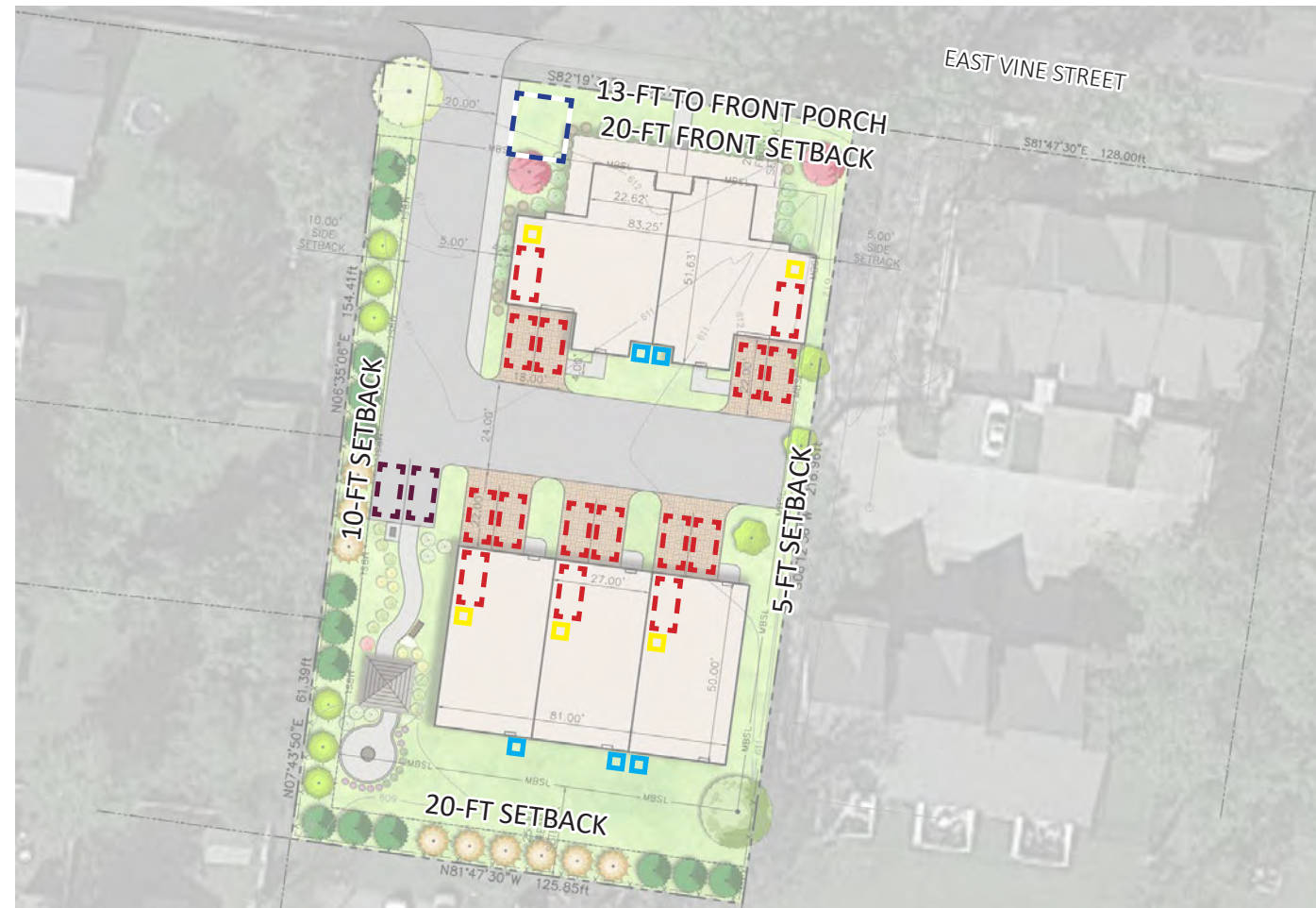
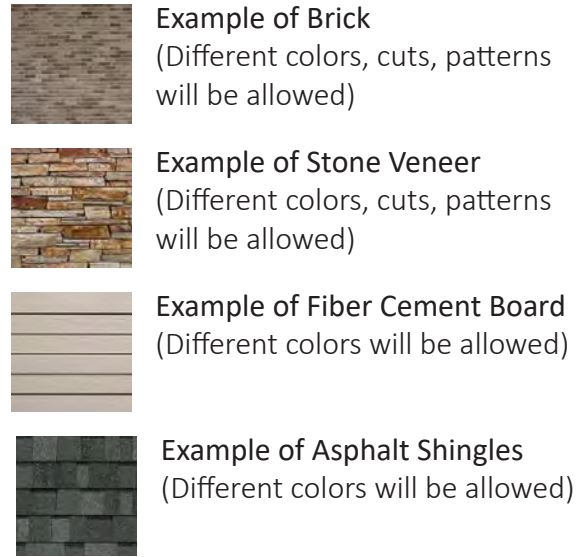
- 5 townhome units with 3 bedrooms.
- Single-family attached homes developed within the subdivision shall not be sold in bulk to a developer or owner of rental units for the purpose of operating a rental community. The builder of the single-family attached homes within the subdivision shall sell the units to individual buyers on an individual contract basis, not as a bulk transaction to a single entity.
- Home occupations, accessory to a principal residential use, shall be permitted in this planned development if they demonstrate that they will comply with the administrative home occupation standards in the Murfreesboro Zoning Ordinance, as they may be amended from time to time. Home occupations that do not comply with said administrative home occupation standards shall not be permitted in this planned development.
- The units will be a minimum of 2,000 feet of living area.
- Units along East Vine Street will have rear-entry garages, and the units at the rear of the property shall have front-entry garages.
- Each unit shall be recorded via a Horizontal Property Regime.
- A Type 'A' Landscape Buffer will be constructed along the length of the southern perimeter and a portion of the western perimeter. In addition to the Type 'A' Landscape Buffer, a proposed 6-ft tall new opaque vinyl privacy fence shall be provided along the length of the buffer as well as a portion of the eastern perimeter.
- There shall be a minimum 3-ft wide landscape bed located along the front elevation facing East Vine Street and along the side elevation facing the access drive.
- All mechanical equipment (i.e. HVAC and transformers) to be screened via shrubs or fencing.
- HVAC units will be located at the rear of each residence.
- All on-site utilities will be underground.
- Solid waste shall be handled via individual trash cans stored in garages. Cans shall be rolled out to the street on the day of trash pick-up and rolled back after pick-up.
- Mail service will be provided via a mail kiosk for all postal deliveries.
- On-site lighting shall comply with the City of Murfreesboro ordinance.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed, but is anticipated to utilize permeable pavers as shown in the site layout.
- All home owners will be required to be a member of the H.O.A.
- As a member of the H.O.A., the residents will be subject to restrictive covenants, and be required to pay membership dues as determined by a 3rd party management company.
- HOA will be managed by independent 3rd party management company.
- The common areas will be owned and maintained by an H.O.A.
- The main drive and driveways will be private and maintained by the H.O.A.
- Garages shall be used for at least 1-car vehicular parking at all times.
- Garages shall meet the 11'4"x20' minimum interior clear space per the Murfreesboro Zoning Ordinance.

Architectural Characteristics:

- Building heights shall not exceed 35 feet in height
- All buildings will be 2-story
- All units will have 3 bedrooms
- All the units will have eaves
- Units along East Vine Street will have rear-entry garages, and the units at the rear of the property shall have front-entry garages.
- Garages will have decorative doors with windows that will complement the building architecture.

Building Materials:

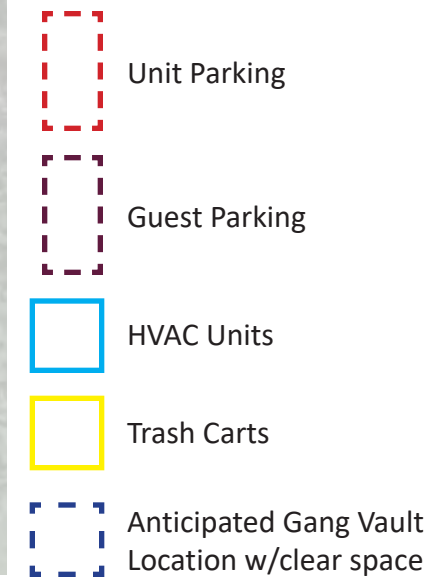
All Elevations: Masonry Materials (Brick, Stone, Fiber Cement Board, etc.)
 All Elevations: Vinyl Only Permitted in Trim & Soffit Areas



Site Setbacks

Front Setback (East Vine Street): 20-feet*
 Eastern Perimeter Side Setback: 5-feet
 Western Perimeter Side Setback: 10-feet
 Rear Setback (Southern Perimeter): 20-feet

* Front Porches/Stoops shall be permitted to encroach up to 7-ft into front setbacks.
 **Garages shall meet the 11'4"x20' Interior clear space per the Murfreesboro Zoning Ordinance.

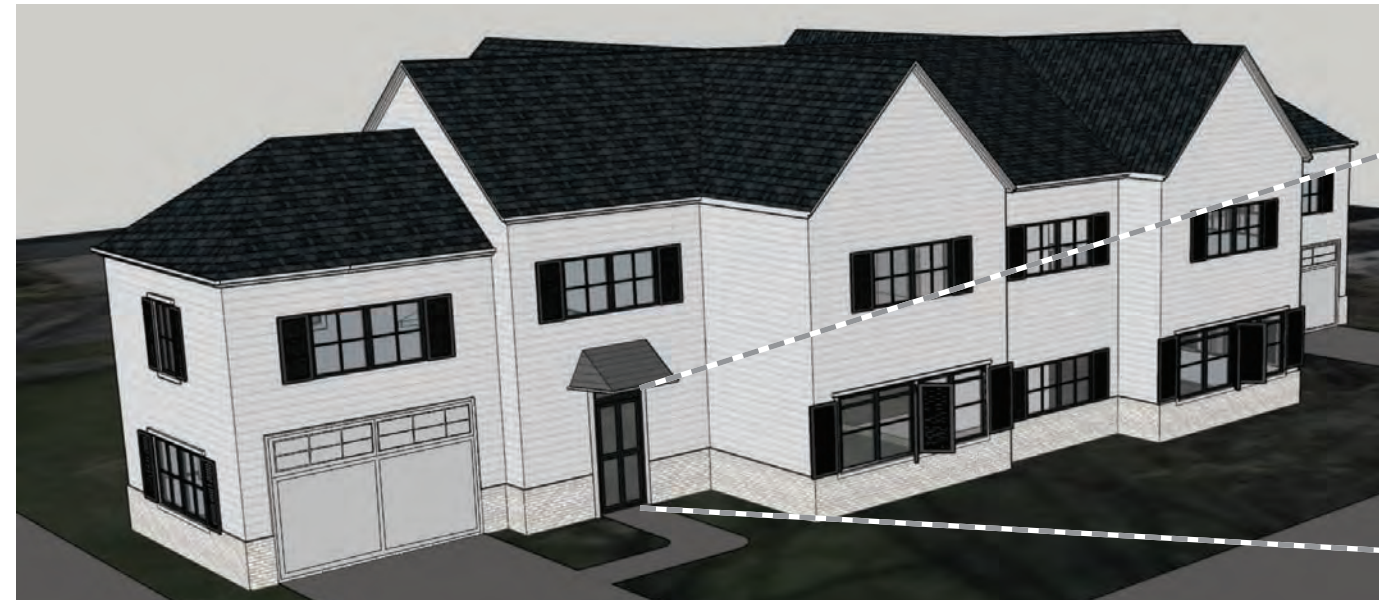




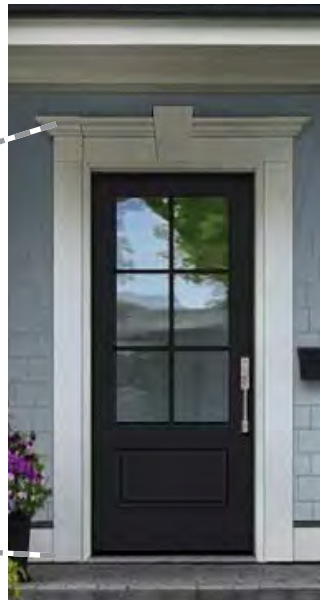
FRONT ELEVATION



PERSPECTIVE LOOKING SOUTHEAST FROM EAST VINE STREET INTO SITE



PERSPECTIVE LOOKING NORTHEAST INTO SITE



ENHANCED REAR ENTRY TRIM EXAMPLE

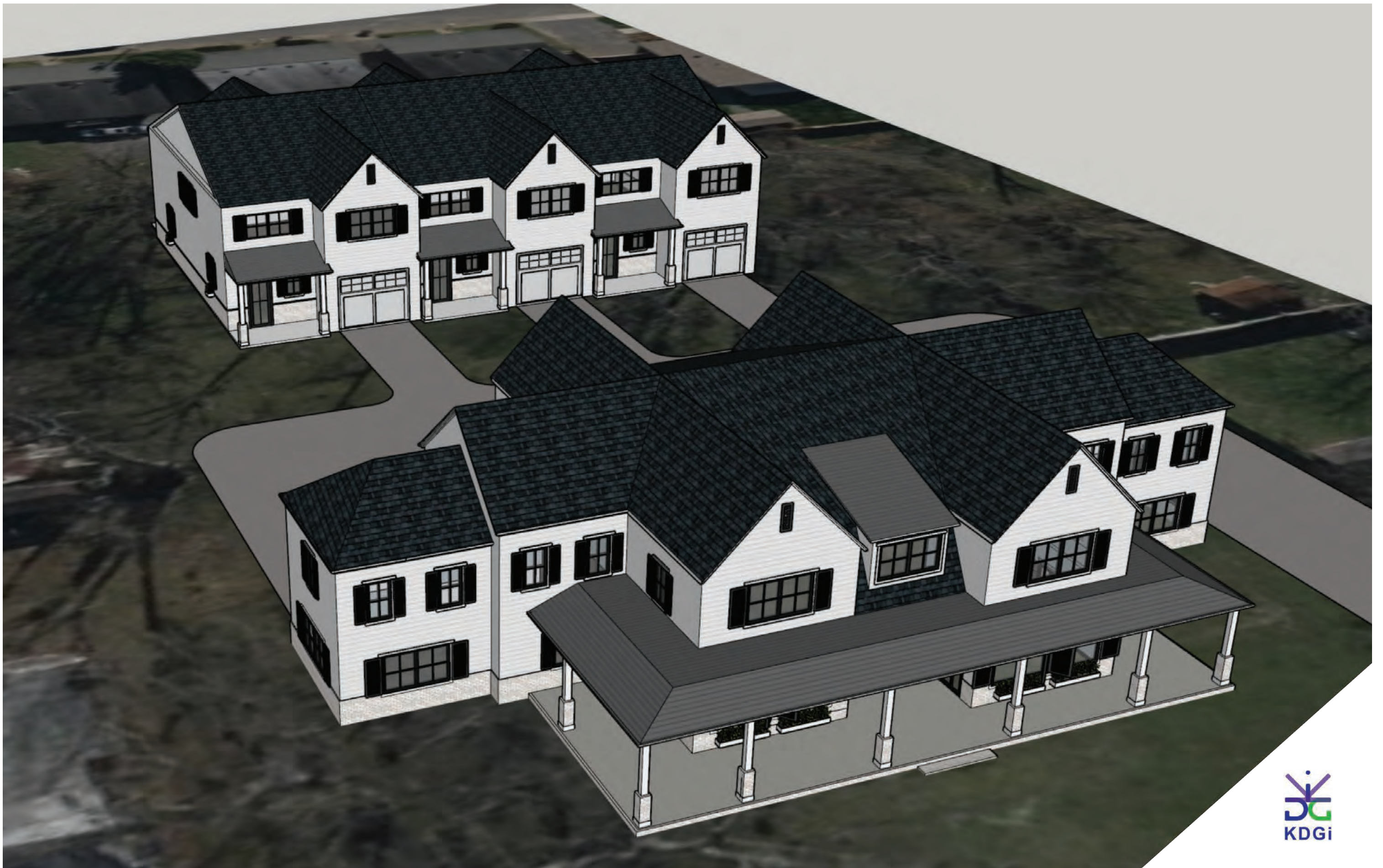
*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.



PERSPECTIVE LOOKING SOUTHWEST AT THREE FAMILY TOWNHOME BUILDING



PERSPECTIVE LOOKING NORTHEAST AT THREE FAMILY TOWNHOME BUILDING



*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.



Pursuant to the City of Murfreesboro's 2040 Major Transportation Plan (MTP), none of the roadways around or within this development are slated for improvements. East Vine Street is a local roadway where the majority of vehicular trips generated by this development will impact. It is currently built as a 2-lane cross-section without curb and gutter, however existing sidewalk is along the southern side of the street in front of this development.

As stated above, the primary means of ingress/egress from this site will be onto East Vine Street. The entrance is proposed to incorporate two travel lanes with a 20-ft asphalt width for proper circulation into and out of the development onto East Vine Street. There will be one lane for traffic entering this development as well as a single lane for traffic exiting the development. The illustration above shows the proposed entrance to the development. The illustration on the right shows the proposed vehicular and pedestrian circulation paths through the development.

The drives and driveways within the development will be private, and built in accordance with Murfreesboro standards.



VEHICULAR CIRCULATION ————
 PEDESTRIAN CIRCULATION - - - -



- A Community Pavilion
- B Community Fire Pit
- C Open Play Lawn
- D Outdoor Seating

LOCATION MAP - AMENITIES

Not To Scale

With this request, East Vine Manor will be dedicating 0.10 acres (15% of the site) to open space. The open space areas will be comprised of usable open space and the yard along East Vine Street. Usable open space areas around the development will offer such amenities as; a community pavilion, a community fire pit, an open play lawn, and outdoor seating. The pavilion and fire pit area will offer resident a place to gather while providing outdoor seating areas and an open play lawn for children.



Example of Community Pavilion



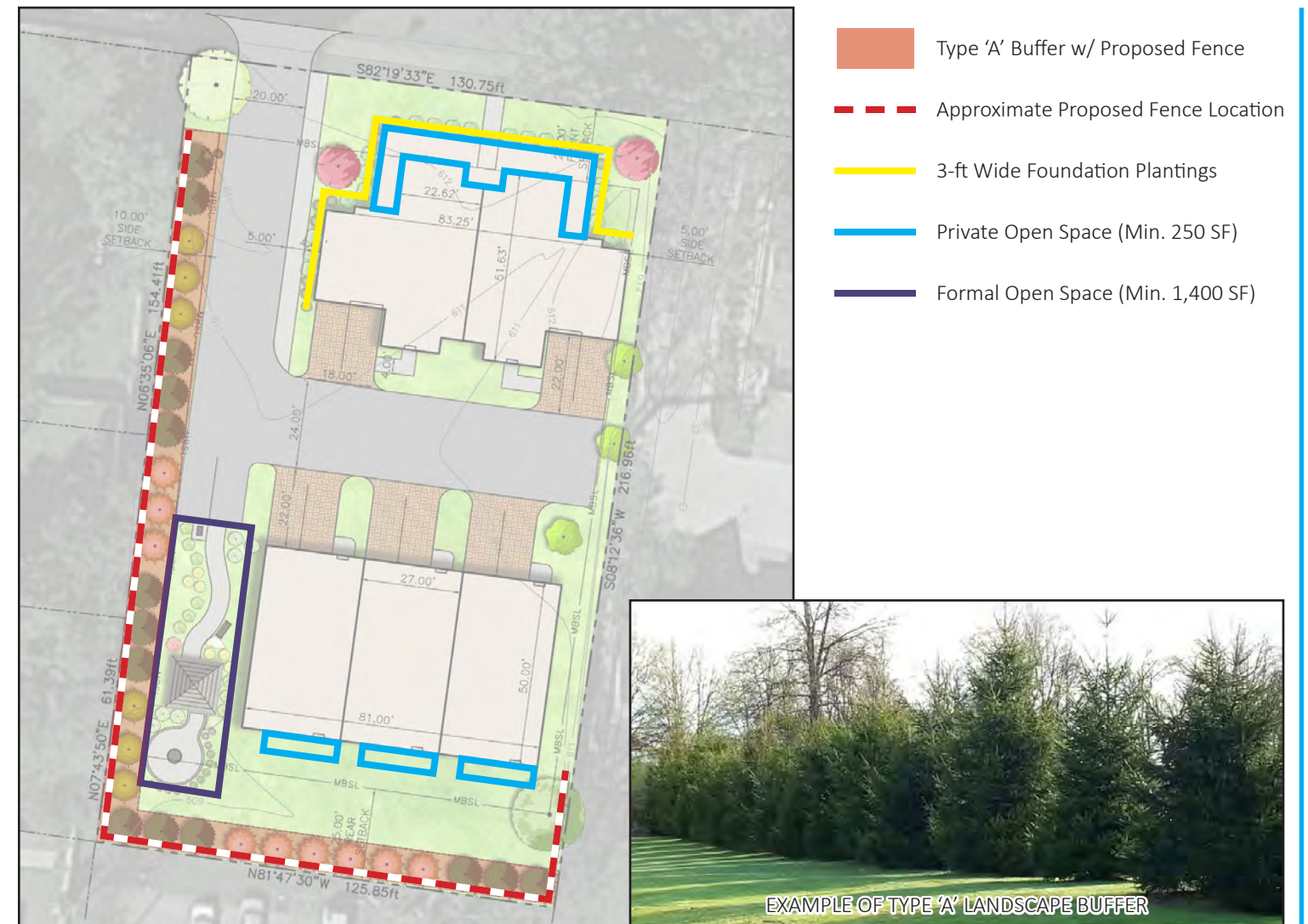
Example of Community Fire Pit



Example of Open Play Lawn



Example of Outdoor Seating



- Type 'A' Buffer w/ Proposed Fence
- Approximate Proposed Fence Location
- 3-ft Wide Foundation Plantings
- Private Open Space (Min. 250 SF)
- Formal Open Space (Min. 1,400 SF)



EXAMPLE OF TYPE 'A' LANDSCAPE BUFFER

The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for the residents, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined below as well as a sample palette provided.

Landscaping Characteristics:

- A minimum 5 feet of landscape area between parking and all adjacent property lines.
- Public rights-of-way screened from parking by use of landscaping.
- A Type 'A' Landscape Buffer will be constructed along the length of the southern perimeter and a portion of the western perimeter. In addition to the Type 'A' Landscape Buffer, a new 6-ft tall opaque vinyl privacy fence shall be provided along the length of the buffer as well as a portion of the eastern perimeter.
- All above ground utilities and mechanical equipment screened with landscaping and/or fences.
- Solid waste shall be handled via individual trash cans stored in garages. Cans shall be rolled out to the street on the day of trash pick-up.
- Builder shall install sod in all front and secondary front yards. Seed and straw will be installed in all side and rear yards.
- There shall be a minimum 3-ft wide landscape bed located along the front elevation facing East Vine Street and the side elevation facing the private drive. Foundation plantings shall not be required along any other foundation.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance.
- A minimum of 50 square feet of private open space shall be provided for each unit in the form of front or rear porches per the City Core Overlay (CCO) standards.
- A minimum of 5% formal open space shall be provided (1,400 sqft).

1.) A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.

Response: The exhibits shown on Pages 3-7 provide the required materials.

2.) A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; location and extent of water courses, wetlands, floodways, and floodplains on or within one hundred (100) feet of the subject property; existing drainage patterns; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property.

Response: The exhibits shown on Pages 3-7 provide the required materials.

3.) A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structures on-site and within two hundred (200) feet of the subject property and the identification of the use thereof.

Response: The exhibits shown on Pages 3-7 provide the required materials.

4.) A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; the general location and maximum amount of area to be devoted to open space and to be conveyed, dedicated, or reserved for parks, playgrounds, recreation uses, school sites, public buildings and other common use areas; the approximate location of points of ingress and egress and access streets; the approximate location of pedestrian, bicycle and vehicular ways or the restrictions pertaining thereto and the extent of proposed landscaping, planting, screening, or fencing.

Response: The exhibits shown on pages 8-9 provide the required materials.

5.) A tabulation of the maximum number of dwelling units proposed including the number of units with two (2) or less bedrooms and the number of units with more than two (2) bedrooms.

Response: The exhibits shown on pages 8-9 provide the required materials.

6.) A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (Floor Area Ratio), the L.S.R. (Livability Space Ratio), and the O.S.R. (Open Space Ratio). These tabulations are for the PRD.

Total Site Area	27,664.00
Total Maximum Floor Area	14,500.00
Total Lot Area	27,664.00
Total Building Coverage	7,900.00
Total Drive/Parking Area	6,497.00
Total Right-Of-Way	
Total Livable Space	21,167.00
Total Open Space	4,182.00
Floor Area Ratio (F.A.R.)	0.52
Livability Space Ratio (L.S.R.)	0.48
Open Space Ratio (O.S.R.)	0.71

7.) A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the city and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article.

Response: The property is currently zoned RS-8 with CCO. The surrounding area has a mixture of residential properties. The concept plan and development standards combined with the architectural requirements of the homes shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complete the development in this area.

8.) If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating:

(aa) the approximate date when construction of the project can be expected to begin;

Response: The project is anticipated to be developed in one phase.

9.) Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted.

Response: This requirement has been addressed on Page 9.

10.) A statement setting forth in detail either (1) the exceptions which are required from the zoning and subdivision regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed.

Response: See Page 17 for requested exceptions and setbacks.

11.) The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article

Response: This property is within the City Core Overlay District and the Airport Overlay District. This property is not in the Gateway Design Overlay District, Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). A portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0260J Eff. Date 05/09/2023.

12.) The location and proposed improvements of any street depicted on the Murfreesboro 2040 Major Transportation Plan as adopted and as it may be amended from time to time.

Response: Pages 4 & 14 discusses the 2040 Major Transportation Plan.

13.) The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated.

Response: The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is 520 Vine Street, LLC. Contact info for both is provided on Page 2.

14.) Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. The plan shall include a written description of proposed exterior building materials including the siding and roof materials, porches, and decks. The location and orientation of exterior light fixtures and of garages shall be shown if such are to be included in the structures.

Response: Page 10-13 show the architectural character of the proposed buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built.

15.) If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

Response: No signage is being proposed for this development.

RSA-2 & CCO COMPARISON

Land Use Parameters and Building Setbacks				
Zoning (Existing vs Proposed)	RSA-2	City Core Overlay District	Proposed PRD (SFA) Townhomes	Difference
Residential Density				
Maximum Dwelling Units Multi-Family	12 Units / Acre	12 Units / Acre	8 Units / Acre	-4 Units / Acre
Minimum Lot Area	2,000 sqft per unit	N/A	5,575 sqft per unit	+5,575
Minimum Lot Width	20'	20'	N/A	N/A
Minimum Setback Requirements				
Minimum Front Setback to East Vine Street	35'	20' Build to	20'	0'
Front Porch Encroachment	5'	5'	7'	+2'
Minimum Western Perimeter Side Setback	5'	5'	10'	+5'
Minimum Eastern Perimeter Side Setback	5'	5'	5'	0'
Minimum Rear Setback to Southern Property Line	20'	20'	20'	0'
Land Use Intensity Ratios				
MAX F.A.R.	1.0	1.0	None	NA
Minimum Livable Space Ratio	0.5	0.5	None	NA
Minimum Open Space Ratio	0.25	NA	0.25	+0
Minimum Open Space Requirement	20%	15%	15% Per CCO	NA
Minimum Formal Open Space Requirement	5%	250 SF (0.8%)	5%	NA
Max Height	35'	35'	35'	0'
Lot Coverage	N/A	Maximum of 50%	Maximum of 40%	-10%

REQUESTED EXCEPTIONS:

- Allow an additional 2' in the front porch encroachment setback. Allowing for a total of up to 7'.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 12, 2023

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Jami Averwater
Reggie Harris
Bryan Prince
Chase Salas
Shawn Wright

STAFF PRESENT

Greg McKnight, Exec. Director Dev. Services
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Brad Barbee, Planner
Joel Aguilera, Planner
Carolyn Jaco, Recording Assistant
Roman Hankins, Assistant City Attorney

1. Call to order.

Mr. Matthew Blomeley, acting as Chair Pro Tem, called the meeting to order at 6:00 P.M.

2. Determination of a quorum.

Mr. Matthew Blomeley determined a quorum was present. Mr. Blomeley requested a motion be made to modify the Agenda to move Item 5.a. (Election of Officers) ahead of Item 4.

Mr. Chase Salas made a motion to move Item 5.a. ahead of Item 4 on the Agenda; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Reggie Harris
Bryan Prince
Chase Salas
Shawn Wright

Nay: None

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 12, 2023

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Chair Kathy Jones closed the public hearing.

The Planning Commission discussed the proposal and agreed they liked the transition from the commercial use to the residential use. They were in favor of the residential walkability to the commercial area as well as the parallel parking for this development.

There being no further discussion, Mr. Shawn Wright moved to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Reggie Harris
Bryan Prince
Chase Salas
Shawn Wright

Nay: None

Zoning application [2023-406] for approximately 0.64 acres located along East Vine Street to be rezoned from RS-8 and CCO to PRD and CCO (East Vine Manor PRD), 520 Vine Street, LLC applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Brian Grover (landscape architect), Mr. Matt Taylor (design engineer), and Mr. Travis Lytle (developer) were in attendance representing the application. Mr. Brian Grover gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 12, 2023

permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Chair Kathy Jones closed the public hearing.

There being no further discussion, Mr. Chase Salas moved to approve the zoning application subject to all staff comments; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater
Reggie Harris
Bryan Prince
Chase Salas
Shawn Wright

Nay: None

Zoning application [2023-408] for approximately 1.2 acres located along North Maney Avenue and Lee Street to be rezoned from OG-R and CCO to PRD and CCO (Maney Estates PRD), BNA Homes applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Clyde Rountree (landscape architect) and Mr. Brian Burns (developer) were in attendance representing the application. Mr. Clyde Rountree gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

ORDINANCE 23-OZ-29 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.64 acres located along East Vine Street from Single-Family Residential Eight (RS-8) District and City Core Overlay (CCO) District to Planned Residential Development (PRD) District (East Vine Manor PRD) and City Core Overlay (CCO) District; 520 Vine Street, LLC, applicant, [2023-406].

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

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

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL



RS-15

RS-15

RS-15

Ordinance 23-OZ-29

RS-8

RS-8

GAYLE LN

RS-8

E VINE ST

Area Rezoned
from RS-8 and CCO
to
PRD and CCO

RM-16

S HIGHLAND AVE

RS-8

PRD

RS-8

RS-4

RM-16

E SEVIER ST

RS-4

RS-4

RD

CL



COUNCIL COMMUNICATION

Meeting Date: 08/17/2023

Item Title: Sewer Allocation Variance- Old Fort Parkway – Dutch Bros. Coffee

Department: Planning

Presented by: Brad Barbee, Planner

Requested Council Action:

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

Summary

A proposed development request for additional density above the sewer allocation ordinance's zoning allowance.

Staff Recommendation

Approval of variance request allowing higher single-family unit equivalent density (sfu) by approximately 6.5 sfu's for the proposed Dutch Bros. Coffee.

Background Information

The Planning Department has received a site plan for a new Dutch Bros. coffee shop to be located at the northeast corner of the intersection of the Old Fort Parkway frontage road and Market Place. This site plan was considered by the Planning Commission at its May 17, 2023 meeting, at which time action was deferred, and will be on the Planning Commission's August 16, 2023 agenda for consideration once again. The subject property is currently developed with a bank building, which has been vacant for over a year. It is zoned Commercial Highway (CH), which, per the ordinance, only allows 2.5 sfu's/acre. The lot in question is 0.8 acres in size and thus is allowed only two sfu's. The anticipated usage is approximately 8.5 sfu's; therefore, the development of the coffee shop will use more than the ordinance allows by approximately 6.5 sfu's. The sanitary sewer system can handle the increased flows for the proposed development. Staff views the advantages of job creation and tax revenue of greater benefit than the requested additional sewer capacity.

Council Priorities Served

Improve economic development

The development will create jobs and provide additional tax revenue. It will also allow for the redevelopment of a site that is currently vacant.

Concurrence

MWRD concurs with the request based on sewer system capacity.

Fiscal Impact

The development will generate commercial tax rate revenue as well as pay one-time

development fees.

Attachments

1. Request letter from applicant
2. Site plan
3. Memo from MWRD



July 31, 2023

Greg McKnight
Planning Director
Murfreesboro Water Resources Department
220 NW Broad Street
Murfreesboro, TN 37130

Re: 1950 Old Fort Parkway
Dutch Bros Coffee
Tax Map 911, Parcel 001.04
Sewer Allocation Variance Request

Dear Greg,

The property we are requesting a variance for is located at 1950 Old Fort Parkway, Tax Map 911, Parcel 001.04. The current building on the site is a drive through bank. The proposed development will be a Dutch Bros Coffee which is a drive through coffee shop. The property is zoned Commercial Highway (CH) and the zoning will remain the same with the proposed development. This zoning allows for 2.5 single family units (s.f.u.) per acre of 650 gpd/acre. The site has an area of 0.81 acres which allows for 2.025 s.f.u. or 526 gpd. It is estimated that Dutch Bros Coffee will need 8.46 s.f.u. or 2,200 gpd. This amount is 6.44 s.f.u. or 1,674 gpd over the allowed amount.

We appreciate the opportunity to submit this variance request and hope to continue with this redevelopment to serve the surrounding areas. Please feel free to reach out with any questions.

Sincerely,

RaganSmith Associates, INC.

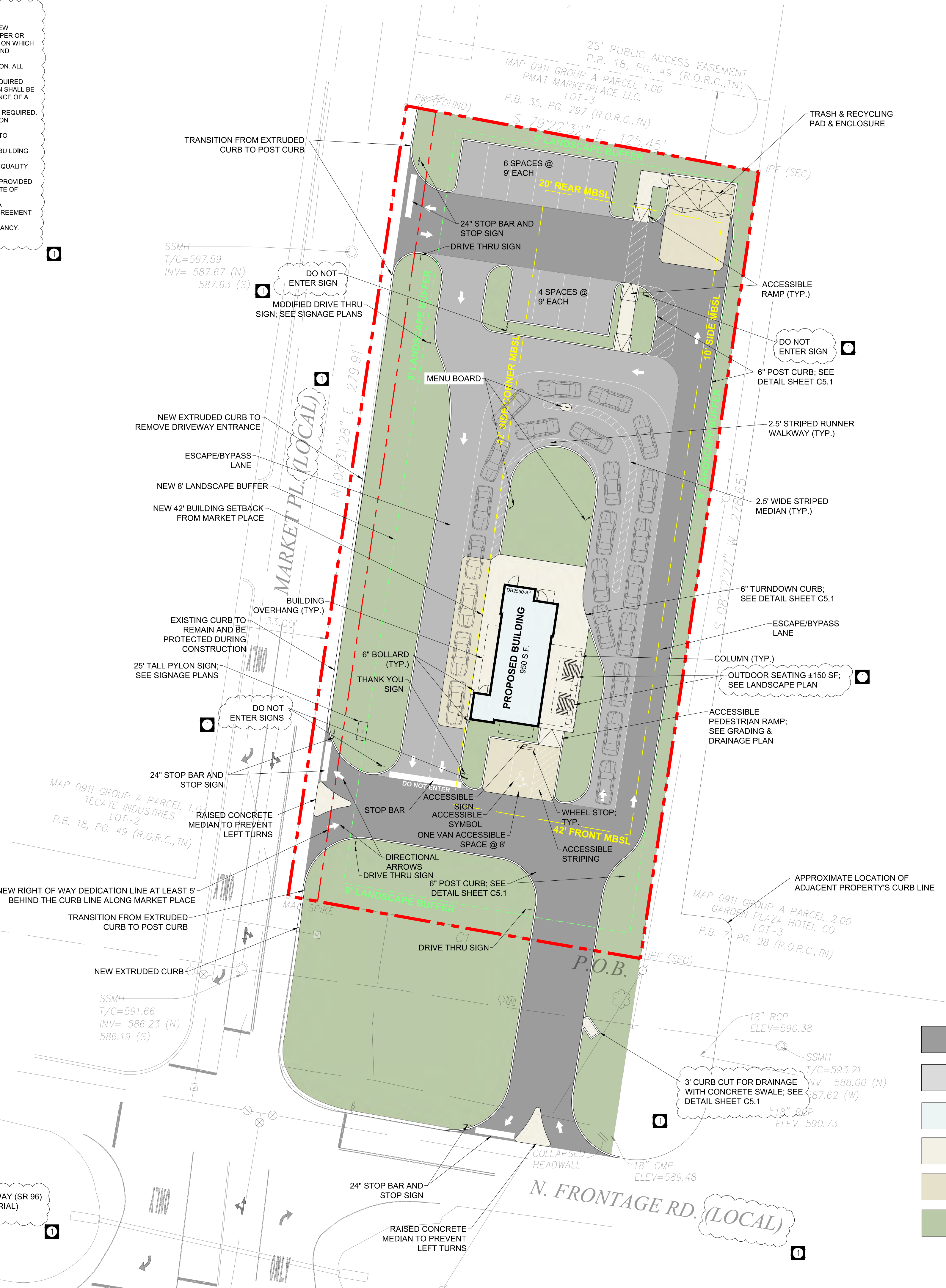
A handwritten signature in black ink that reads "Jay Floyd". The signature is written in a cursive, flowing style.

Jay Floyd, P.E.

Cc: Margaret Ann Green
Matthew Blomeley
Valerie H. Smith

MURFREESBORO STANDARD SITE PLAN NOTES:

- IN ACCORDANCE WITH TCA SECTION 7-59-310(B)(1), COMPETITIVE CABLE AND VIDEO SERVICES ACT, IN CASES OF NEW CONSTRUCTION OR PROPERTY DEVELOPMENT WHERE UTILITIES ARE TO BE PLACED UNDERGROUND, THE DEVELOPER OR PROPERTY OWNER SHALL GIVE ALL PROVIDERS OF CABLE OR VIDEO SERVING THE CITY OF MURFREESBORO DATE ON WHICH OPEN TRENCHING WILL BE AVAILABLE FOR THE PROVIDERS' INSTALLATION OF CONDUIT, PEDESTALS OR VAULTS, AND LATERALS, REFERRED TO AS "EQUIPMENT", TO BE PROVIDED AT EACH SUCH PROVIDER'S EXPENSE.
- ALL SIGNAGE, INCLUDING FLAGS AND FLAGPOLES, IS SUBJECT TO REVIEW BY THE DEVELOPMENT SERVICES DIVISION. ALL SIGNAGE MUST CONFORM TO THEIR REQUIREMENTS AND REQUIRE SEPARATE SIGN PERMITS.
- A LAND DISTURBANCE PERMIT MAY BE REQUIRED. DETERMINATION WHETHER A LAND DISTURBANCE PERMIT IS REQUIRED SHALL BE MADE BY THE DEVELOPMENT SERVICES DIVISION. A SEPARATE LAND DISTURBANCE PERMIT APPLICATION SHALL BE MADE WITH THE OFFICE OF THE DEVELOPMENT SERVICES DIVISION FOR REVIEW AND UPON APPROVAL FOR ISSUANCE OF A LAND DISTURBANCE PERMIT.
- FOR ALL DEVELOPMENTS OF MORE THAN ONE ACRE, A STATE OF TENNESSEE CONSTRUCTION GENERAL PERMIT IS REQUIRED. EVIDENCE OF THIS PERMIT MUST BE PROVIDED TO THE DEVELOPMENT SERVICES DIVISION PRIOR TO CONSTRUCTION COMMENCEMENT.
- CONTRACTOR TO COORDINATE WITH THE TRAFFIC ENGINEER IN THE CITY TRANSPORTATION DEPARTMENT PRIOR TO COMMENCEMENT OF WORK IN THIS AREA TO AVOID DAMAGE TO TRAFFIC SIGNAL DEVICES.
- A TDOT PERMIT MAY BE REQUIRED. EVIDENCE OF TDOT APPROVAL IS REQUIRED PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS.
- A STORMWATER MANAGEMENT PLAN DEMONSTRATING THAT THE SITE PROVIDES FOR TREATMENT OF THE WATER QUALITY VOLUME AND PROVIDES FOR MANAGEMENT OF THE STREAM BANK PROTECTION VOLUME MUST BE PROVIDED.
- AN ENGINEER'S CERTIFICATION OF THE CONSTRUCTION OF THE STORMWATER MANAGEMENT FACILITIES MUST BE PROVIDED TO THE DIRECTOR OF THE MURFREESBORO WATER RESOURCES DEPARTMENT PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
- A STORMWATER FEE CREDIT APPLICATION MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. A STORMWATER FACILITIES OPERATION AND MAINTENANCE PLAN AND A STORMWATER FACILITIES MAINTENANCE AGREEMENT MUST BE SUBMITTED PRIOR TO ISSUANCE OF A BUILDING PERMIT.
- THE STORMWATER FACILITIES MAINTENANCE AGREEMENT MUST BE RECORDED PRIOR TO CERTIFICATE OF OCCUPANCY.



SITE DATA

PROPERTY INFORMATION:	
STREET ADDRESS:	1950 OLD FORT PARKWAY MURFREESBORO, TN 37129
PARCEL:	0911A-001.04-000
SITE ACREAGE:	40.80AC (35,020 S.F.)
SITE ACREAGE AFTER ROW DEDICATION:	40.74AC (32,067 S.F.)
PLAT BOOK:	18
PLAT PAGE:	49
OWNER:	
MIKE CHANNELL & PAUL SCHAEFFER PO BOX 32359 KNOXVILLE, TN 37931	
DEVELOPER:	
DUTCH BROS COFFEE, LLC 110 SW 4TH STREET GRANTS PASS, OR 97526 TERRY OWENS 252.382.4000 TERRY.OWENS@DUTCHBROS.COM	
PROJECT MANAGER:	
GRACE WOOTEN RAGAN-SMITH ASSOCIATES, INC. 1410 COWART STREET, SUITE 200 CHATTANOOGA, TN 37408 423.490.9400 GWOOTEN@RAGANSMITH.COM	
PROJECT INFORMATION:	
ZONING CLASSIFICATION:	CH, COMMERCIAL HIGHWAY
ADJACENT LOT ZONING:	CH, COMMERCIAL HIGHWAY
EXISTING LOT USE:	BANK WITH DRIVE THRU & PARKING LOT
PROPOSED USE:	COFFEE KIOSK
TOTAL BUILDING S.F.:	950 S.F.
MAX BUILDING HEIGHT:	24 FT (1 STORY)
DISTURBED AREA:	41,605 S.F. / 0.96 AC
EXISTING IMPERVIOUS AREA:	30,592 S.F. / 0.70 AC (87.1%)
PROPOSED IMPERVIOUS AREA:	23,821 S.F. / 0.55 AC (88.0%)
VEHICLE USE AREA:	21,048 S.F. / 0.48 AC (60.1%)
MINIMUM FRONT SETBACK:	42' REQUIRED - 71' PROVIDED
MINIMUM CORNER SETBACK:	42' REQUIRED - 42' PROVIDED
MINIMUM SIDE SETBACK:	10' REQUIRED - 47' PROVIDED
MINIMUM REAR SETBACK:	20' REQUIRED - 158' PROVIDED
PLANTING YARDS:	8' FRONT CORNER REQUIRED - 8-28' PROVIDED 5' SIDEREAR REQUIRED - 5-10' PROVIDED
PARKING INFORMATION:	
PARKING REQUIREMENT (SPECIALTY RESTAURANT):	1 SPACE PER 100SF (950SF = 10 SPACES) PLUS 1 SPACE PER 100SF OF OUTDOOR SEATING AREA (#150SF = 2 SPACES) TOTAL REQUIRED = 12 SPACES 12 SPACES (INCLUDES 1 ACCESSIBLE SPACE)
PARKING PROVIDED:	

- GENERAL NOTES:**
- HYAC UNITS ARE LOCATED ON ROOF OF BUILDING.
 - BUILDING AND CURB LINES ARE PARALLEL OR PERPENDICULAR TO WEST PROPERTY LINE N 08°31'28" E
 - ALL SIGNAGE, INCLUDING FLAGS AND FLAGPOLES, IS SUBJECT TO REVIEW BY THE DEVELOPMENT SERVICES DIVISION. ALL SIGNAGE MUST CONFORM TO THEIR REQUIREMENTS AND REQUIRE SEPARATE SIGN PERMITS.
 - A LAND DISTURBANCE PERMIT MAY BE REQUIRED. DETERMINATION WHETHER A LAND DISTURBANCE PERMIT IS REQUIRED SHALL BE MADE BY THE DEVELOPMENT SERVICES DIVISION. A SEPARATE LAND DISTURBANCE PERMIT APPLICATION SHALL BE MADE WITH THE OFFICE OF THE DEVELOPMENT SERVICES DIVISION FOR REVIEW AND UPON APPROVAL FOR ISSUANCE OF A LAND DISTURBANCE PERMIT.
 - FOR ALL DEVELOPMENTS OF MORE THAN ONE ACRE, A STATE OF TENNESSEE CONSTRUCTION GENERAL PERMIT IS REQUIRED. EVIDENCE OF THIS PERMIT MUST BE PROVIDED TO THE DEVELOPMENT SERVICES DIVISION PRIOR TO CONSTRUCTION COMMENCEMENT.

LEGEND

- HEAVY DUTY ASPHALT
- LIGHT DUTY ASPHALT
- PROPOSED BUILDING
- CONCRETE
- CONCRETE (HEAVY DUTY)
- LANDSCAPE AREA

DUTCH BROS COFFEE TN#0305

FOR
DUTCH BROS COFFEE, LLC

1950 OLD FORT PARKWAY, MURFREESBORO, TN

Scale: 1"=20'

Date: 04/12/2023

Approved By: JEF

Revisions:

1	05/03/2023	PER PLANNING COMMENTS
---	------------	-----------------------

Drawing Title:
LAYOUT PLAN

Drawing No.
C1.0

Project No.
22-0326

LAYOUT PLAN: 04/12/2023 10:32 AM. LAST UPDATED BY: JEF. 04/12/2023 10:32 AM. PLOTTED BY: JEF. 04/12/2023 10:32 AM. PLOTTED BY: JEF.



... creating a better quality of life

MEMORANDUM

DATE: August 2, 2023

TO: Greg McKnight

FROM: Valerie H. Smith

SUBJECT: Dutch Brothers Coffee
1950 Old Fort Parkway
Map 91I, Parcel 1.04
Sewer Allocation Ordinance
Variance Request

Sewer System Capacity

The sanitary sewer collection system can convey the estimated sewer flows resulting from this development and its request to vary from the density requirements associated with its current land use zoning as defined in City Code Chapter 33 Article V. – Sewer Capacity Allocation.

Effects within Basin by Providing Variance to Sewer Allocation

The above property is within sewer flow basin MF 06A. There are no capacity concerns within the basin that have been identified. This project will flow into an 8" sewer main along the northern border of Old Fort Parkway which has adequate capacity.

Per the most recent sewer connection model of the system, Basin 06A currently has capacity for 10,848 connections. By committing sewer service to this development, basin 06A's sewer connection capacity will be reduced by one connection, resulting in 10,847 available connections for future developments. Please note that while the Dutch Brothers Coffee is counted as one sewer connection, the assumed calculated single-family unit equivalency, per the Engineers letter, is determined to be 8.46, resulting in a larger sewer discharge than the 500 gallon per day per connection average the model is based upon.

The request is for an allowance of 6.46 single family units (sfu's) above the 2.0 sfu's allowed per the Ordinance. Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

Water Resources Department

300 NW Broad Street * P.O. Box 1477 * Murfreesboro, TN 37133-1477 * Office: 615 890 0862 * Fax: 615 896 4259
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COUNCIL COMMUNICATION

Meeting Date: 08/17/2023

Item Title: Schools Budget Amendment #1

Department: City Schools

Presented by: Trey Duke, Director

Requested Council Action:

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

Summary

Schools budget amendment # 1 to the FY24 General Purpose Schools, Federal Projects, and Nutrition funds to appropriate additional funds received after the FY24 budgets were approved in June.

Staff Recommendation

Approve Resolution 23-R-25 amending the FY24 General Purpose Schools, Federal Projects, and Nutrition budgets as presented.

Background Information

On July 25, 2023, the MCS Board approved the attached budget amendments to the FY24 General Purpose Schools, Federal Projects, and Nutrition funds to recognize new revenue.

- General Purpose Schools:
 - 1) Budget new United Way grant revenue and expenditures totaling \$51,500 to provide therapeutic materials for 12 additional Calm Centers at schools.
 - 2) Budget additional State TISA funds totaling \$300,000 for an additional full-time Calm Coach, transfer funds from previously approved legal services to salary and benefits for the staff attorney, increase funds in Worker's Comp insurance, add a full-time payroll assistant, a part-time warehouse assistant, move a portion of two Coordinated School Health positions from Nutrition to GPS, and budget additional equipment for the new Pre-K building.
- Schools Federal Projects:
 - 1) Budget the three-year Stronger Connections grant totaling \$1,105,339 to focus on areas of mental health/social emotional learning for students, families, and educators. MCS will hire seven Calm Coaches to meet behavioral needs of students and provide professional development.
 - 2) Budget the Access for All Learning Networks grant of \$50,000 to provide stipends for general and special education teachers to collaborate around unit

and lesson preparations.

- **School Nutrition:**

Budget the USDA Local Food for Schools Cooperative grant of \$100,000 in the Food Supplies category to purchase domestic, locally grown foods, from local producers, small businesses, and socially disadvantaged farmers.

Council Priorities Served

Responsible budgeting

Presenting budget amendments ensures compliance with state law, School Board policy and City Council policy.

Fiscal Impact

The budget amendments recognize new FY24 revenues and expenditures with no change to fund balance.

Attachments

1. Resolution 23-R-25
2. Exhibit A: MCS Budget Amendment # 1

RESOLUTION 23-R-25 amending the Fiscal Year 2024 (hereafter "FY2024") Murfreesboro City Schools Budget (1st Amendment).

WHEREAS, the City Council adopted Resolution 23-R-15 on June 8, 2023 to implement the FY2024 Murfreesboro City Schools Budget; and

WHEREAS, it is now desirable and appropriate to adjust and modify the FY2024 Murfreesboro City Schools Budget by this Resolution to incorporate expenditure decisions made by the Murfreesboro City School Board.

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

SECTION 1. The FY2024 Murfreesboro City Schools as adopted by the City Council is hereby revised as shown on attached Exhibit A.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown
City Recorder

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

General Purpose Schools Fund 141
Fiscal Year 2023-24

Exhibit A to Resolution 23-R-25

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Revenues			
State of TN - TISA	58,849,465	59,149,465	300,000
Total Increase in State Revenues	\$ 58,849,465	\$ 59,149,465	\$ 300,000
Grand Total FY24 Revenues	\$ 100,885,186	\$ 101,185,186	\$ 300,000
Expenditures			
Instruction - Educ Assistants (1 Calm Coach)	\$ 3,610,000	\$ 3,636,921	\$ 26,921
Instruction - Social Security	\$ 2,597,955	2,599,625	1,670
Instruction - State Retirement	\$ 2,683,580	2,686,857	3,277
Instruction - Medical Insurance	\$ 5,800,000	5,810,500	10,500
Instruction - Dental Insurance	\$ 176,000	176,305	305
Instruction - Medicare	\$ 607,590	607,981	391
Total Instruction (Calm Coach)	\$ 15,475,125	\$ 15,518,189	\$ 43,064
Board of Educ - Other Salaries (Attorney)	\$ 5,430	\$ 127,430	\$ 122,000
Board of Educ - Social Security	1,940	9,505	7,565
Board of Educ - State Retirement	665	15,512	14,847
Board of Educ - Life Insurance	-	187	187
Board of Educ - Health Insurance	-	11,355	11,355
Board of Educ - Dental Insurance	-	300	300
Board of Educ - Medicare	455	2,225	1,770
Board of Educ - Legal Services	178,000	35,000	(143,000)
Board of Educ - Workers Comp Insurance	350,000	460,007	110,007
Total Board of Education	\$ 536,490	\$ 661,521	\$ 125,031
Finance - Accountant/Bookkeeper	\$ 235,580	\$ 286,580	\$ 51,000
Finance - Social Security	32,985	36,150	3,165
Finance - State Retirement	64,745	67,485	2,740
Finance - Medical Insurance	76,000	83,500	7,500
Finance - Dental Insurance	2,550	2,850	300
Finance - Medicare	7,715	8,455	740
Total Finance	\$ 419,575	\$ 485,020	\$ 65,445
Operation of Plant - Other Salaries (Warehouse)	\$ 143,000	\$ 161,000	\$ 18,000
Operation of Plant - Medicare	2,760	3,020	260
Total Operation of Plant	\$ 145,760	\$ 164,020	\$ 18,260
Health Services - CSH Supervisor 50%	\$ -	\$ 27,535	\$ 27,535
Health Services - CSH Assistant 20%	20,000	27,140	7,140
Health Services - Social Security	41,795	43,945	2,150
Health Services - State Retirement	59,500	63,720	4,220
Health Services - Medicare	9,500	10,005	505
Health Services - Fringe Benefits	9,000	10,050	1,050
Health Services - Mileage	1,000	1,500	500
Health Services - Materials/Supplies	5,000	5,400	400
Health Services - Staff Development	4,500	5,500	1,000
Total Health Services	\$ 150,295	\$ 194,795	\$ 44,500
Early Childhood Education - Equipment	\$ 2,500	\$ 6,200	\$ 3,700
Total Early Childhood Education	\$ 2,500	\$ 6,200	\$ 3,700
Total Increase in Expenditures	\$ 16,729,745	\$ 17,029,745	\$ 300,000
Grand Total FY24 Expenditures	\$ 104,761,633	\$ 105,061,633	\$ 300,000
FY24 Budgeted Fund Balance		3,876,447	

CHANGE IN FUND BALANCE (CASH)

To appropriate additional revenue of \$300,000 in TISA funds based on the final State allocation. Funds will be used to add one-full-time Instructional Calm Coach, add attorney's salary and benefits & increase Worker's Comp from savings in Legal Services and \$125,030 TISA funds, new bi-weekly payroll accountant and summer payroll assistance, one part-time Warehouse assistant, move a portion of two Coordinated School Health positions from Nutrition fund to General Purpose fund, and add equipment for the new Cason Lane Pre-K building.

Murfreesboro City Schools Budget Amendment (#1)

BOE Approval

7/25/2023

General Purpose Schools Fund 141
Fiscal Year 2023-24

Exhibit A to Resolution 23-R-25

United Way - Calm Materials Grant

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
Donations (United Way)	383,426	434,926	51,500
Total Increase in Revenues	\$ 383,426	\$ 434,926	\$ 51,500
<u>Expenditures</u>			
Other Student Support - Materials & Supplies	\$ 40,935	\$ 92,435	\$ 51,500
Total Increase in Expenditures	\$ 40,935	\$ 92,435	\$ 51,500

CHANGE IN FUND BALANCE (CASH) -

MCS was awarded a grant by the United Way of Rutherford & Cannon Counties in the amount of \$51,500. Funds from the Expanding Supports4Success grant will be used to support expansion programs providing therapeutic materials for 12 additional Calm Centers.

Schools Federal Projects Fund 142
Fiscal Year 2023-2024

Exhibit A to Resolution 23-R-25

Access for All Learning Networks

Account Description	BUDGET	AMENDED	AMENDMENT
	AS PASSED OR	BUDGET	INCREASE
	PREV AMENDED		(DECREASE)
<u>Revenues</u>			
Access for All Learning Grant	-	50,000	50,000
Total Increase in Revenues	\$ -	\$ 50,000	\$ 50,000
<u>Expenditures</u>			
Special Educ - Other Salaries (Stipends)	-	43,500	43,500
Special Educ - Social Security	-	2,700	2,700
Special Educ - State Retirement	-	3,100	3,100
Special Educ - Medicare	-	700	700
Total Increase in Expenditures	\$ -	\$ 50,000	\$ 50,000

CHANGE IN FUND BALANCE (CASH)

-

To budget the new FY24 Access for All Learning Networks federal grant. The allocation of \$50,000 will fund a \$1,500 stipend for 29 participating teachers. MCS will provide opportunities for general and special education teachers to collaborate around unit and lesson preparation.

Schools Federal Projects Fund 142
Fiscal Year 2023-2024

Exhibit A to Resolution 23-R-25

Stronger Connections Grant

Account Description	BUDGET	AMENDED	AMENDMENT
	AS PASSED OR	BUDGET	INCREASE
	PREV AMENDED		(DECREASE)
<u>Revenues</u>			
Stronger Connections Grant	-	1,105,339	1,105,339
Total Increase in Revenues	\$ -	\$ 1,105,339	\$ 1,105,339

<u>Expenditures</u>			
Regular Instruction - Educ Assistants	-	582,471	582,471
Regular Instruction - Social Security	-	36,421	36,421
Regular Instruction - State Retirement	-	68,817	68,817
Regular Instruction - Life Insurance	-	1,428	1,428
Regular Instruction - Medical Insurance	-	220,500	220,500
Regular Instruction - Dental Insurance	-	6,450	6,450
Regular Instruction - Medicare	-	8,211	8,211
Regular Instruction - Fringe Benefits	-	1,867	1,867
Other Student Support - Contract Services	-	179,174	179,174
Total Increase in Expenditures	\$ -	\$ 1,105,339	\$ 1,105,339

CHANGE IN FUND BALANCE (CASH) -

To budget a new three-year Stronger Connections federal grant totaling \$1,105,339 for mental and emotional support in the classroom.

MCS will hire seven Calm Coaches to teach students emotional regulation skills while collaborating with the school behavior support teach and teachers.

Local Food for Schools Cooperative Grant

ACCOUNT DESCRIPTION	BUDGET PASSED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
USDA - Other	78,645	178,645	100,000
Total Increase in Revenues	\$ 78,645	\$ 178,645	\$ 100,000
<u>Expenditures</u>			
Nutrition - Food Supplies	3,300,950	3,400,950	100,000
Total Increase in Expenditures	\$ 3,300,950	\$ 3,400,950	\$ 100,000

CHANGE IN FUND BALANCE (CASH) \$ - \$ - \$ -

MCS Nutrition Department was awarded \$100,000 to operate the USDA Local Food for Schools (LFS) Cooperative Grant. These grant funds will allow the District to purchase domestic, locally grown foods, from local producers, small businesses, and socially disadvantaged farmers/producers. The grant period is July 2023 - August 2024.

COUNCIL COMMUNICATION

Meeting Date: 08/17/2023

Item Title: Final Change Order for Brinkley Road Phase 1 Project

Department: Engineering

Presented by: Chris Griffith - Executive Director

Requested Council Action:

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

Summary

Final Change Order to reflect actual work performed and final contract amount.

Staff Recommendation

Approve the final change order with Bell and Associates, LLC.

Background Information

The Brinkley Road Phase 1 project replaced and widened the bridge over Overall Creek to three-lanes with a multi-use path and sidewalk along both sides. The project limits extend north of Timber Creek Drive to south of Blaze Drive along Brinkley Road.

Bell and Associates submitted the low bid in the amount of \$3,839,997 and was awarded the contract in February 2022. During construction, it was determined that the project required more quantities of several items than originally specified. A detailed list of the decreased amounts is included in the Final Change Order.

Council Priorities Served

Expand infrastructure

Improvements to City streets enhances the safety, traffic flow, and livability for motorists within the City.

Fiscal Impact

The construction cost increased from \$3,859,457 to \$4,075,835 amounting to a \$216,378 change order. The funds for this project were allocated within the 2018 CIP Budget.

Attachments

Brinkley Road Phase 1 Final Summary Change Order.

CHANGE ORDER NO. 3 -Final Project Change Order

PROJECT: Brinkley Road – Bridge and Approaches over Overall Creek
Murfreesboro, Tennessee

CONTRACTOR: Bell & Associates Construction, LP
PO Box 363
Brentwood, Tennessee 37024

DATE: August 08, 2023

The intent of this Final Project Change Order is to revise the project contract to reflect actual work performed. The Contractor is directed to make the following changes in the contract.


DESCRIPTION:

Revise the scope of work for the project to include change orders, work change directives, field revisions, plan revisions and actual quantities used in construction. The final quantities and unit prices shown on Attachment A of this document reflect items revised, added, and deleted during construction, as well as changes in the quantities based on actual amounts used in construction.

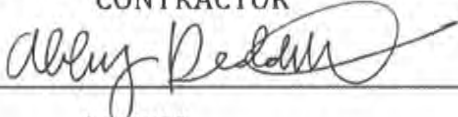
This Change Order is not valid until signed by Owner, Engineer, and Contractor. Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Contract Sum was	_____	\$ 3,839,997.40
Net Change by Previous Change Orders (No.1 & No.2)	_____	\$ 19,459.98
The Current Contract Sum	_____	\$ 3,859,457.38
The Total Construction (Actual Amount) Sum	_____	\$ 4,075,834.91
The Contract Sum Will Be Increased By This Change Order (No.3)	_____	\$ 216,377.53
The Final Contract Amount Is	_____	\$ 4,075,834.91

ENERGY LAND AND INFRASTRUCTURE
ENGINEER

BY 

BELL & ASSOCIATES CONSTRUCTION, LP.
CONTRACTOR


OFFICER

CITY OF MURFREESBORO, TENNESSEE

BY 

CITY OF MURFREESBORO, TENNESSEE
OWNER

MAYOR Date: _____

City of Murfreesboro
Brinkley Road – Bridge and Approaches over Overall Creek
Final Change Order Summary

Item #	Description	Units	Estimated Quantity	Unit Price	Total Quantity Used	Estimated Contract Cost	Actual Total Contract Cost	Difference Between Final Cost and Estimated Cost	Additions	Deductions
ob #1										
ROADWAY										
105-01	Stakes Lines and Grades	LS	1.00	\$34,000.00	1.00	\$ 34,000.00	\$ 34,000.00	\$ -	\$ -	\$ -
201-01	Clearing and Grubbing	LS	1.00	\$43,000.00	1.00	\$ 43,000.00	\$ 43,000.00	\$ -	\$ -	\$ -
202-03.01	Removal Of Asphalt Pavement	SY	733.00	\$9.00	887.89	\$ 6,597.00	\$ 7,991.01	\$ 1,394.01	\$ 1,394.01	\$ -
202-08.15	Removal of Sidewalk and Curb	SY	1220.00	\$3.00	1386.67	\$ 3,660.00	\$ 4,160.01	\$ 500.01	\$ 500.01	\$ -
203-01	Roadway Excavation (Unclassified)	CY	1800.00	\$22.50	4896.25	\$ 40,500.00	\$ 110,165.63	\$ 69,665.63	\$ 69,665.63	\$ -
203-03	Borrow Excavation (unclassified)	CY	5600.00	\$53.00	5710.44	\$ 296,800.00	\$ 302,653.32	\$ 5,853.32	\$ 5,853.32	\$ -
203-07	Furnish and Spread Top Soil	CY	900.00	\$50.00	1368.00	\$ 45,000.00	\$ 68,400.00	\$ 23,400.00	\$ 23,400.00	\$ -
209-08.02	Silt Fence (with Backing)	LF	400.00	\$5.50	1655.00	\$ 2,200.00	\$ 9,102.50	\$ 6,902.50	\$ 6,902.50	\$ -
209-08.03	Silt Fence	LF	2700.00	\$1.90	2700.00	\$ 5,130.00	\$ 5,130.00	\$ -	\$ -	\$ -
209-08.09	Filter Sock Check Dam	EA	6.00	\$320.00	6.00	\$ 1,920.00	\$ 1,920.00	\$ -	\$ -	\$ -
209-09.40	Curb Inlet Protection	EA	11.00	\$165.00	11.00	\$ 1,815.00	\$ 1,815.00	\$ -	\$ -	\$ -
303-01	Base Stone Grading D	TON	2947.00	\$24.50	3225.09	\$ 72,201.50	\$ 79,014.71	\$ 6,813.21	\$ 6,813.21	\$ -
307-02.01	Asphalt Concrete Mix (PG70-22) Grading A	TON	801.00	\$75.00	962.35	\$ 60,075.00	\$ 72,176.25	\$ 12,101.25	\$ 12,101.25	\$ -
307-02.02	Asphalt Concrete Mix (PG70-22) Grading A-S	TON	627.00	\$76.00	922.39	\$ 47,652.00	\$ 70,101.64	\$ 22,449.64	\$ 22,449.64	\$ -
307-02.08	Asphalt Concrete Mix (PG70-22) Grading B-M2	TON	580.00	\$83.00	958.00	\$ 48,140.00	\$ 79,514.00	\$ 31,374.00	\$ 31,374.00	\$ -
402-01	Bituminous Material for Prime Coat	TON	9.00	\$880.00	0.00	\$ 7,920.00	\$ -	\$ (7,920.00)	\$ -	\$ (7,920.00)
402-02	Aggregate for Cover Material	TON	34.00	\$35.00	0.00	\$ 1,190.00	\$ -	\$ (1,190.00)	\$ -	\$ (1,190.00)
403-01	Bituminous Material for Tack Coat	TON	1.00	\$1,250.00	0.00	\$ 1,250.00	\$ -	\$ (1,250.00)	\$ -	\$ (1,250.00)
411-02.10	ACS Mix (PG70-22) Grading D	TON	328.00	\$126.00	485.51	\$ 41,328.00	\$ 61,174.26	\$ 19,846.26	\$ 19,846.26	\$ -
415-01.01	Cold Planing Bituminous Pavement	SY	700.00	\$11.75	1019.00	\$ 8,225.00	\$ 11,973.25	\$ 3,748.25	\$ 3,748.25	\$ -
604-01.02	Steel Bar Reinforcement (Roadway)	LB	662.00	\$1.55	0.00	\$ 1,026.10	\$ -	\$ (1,026.10)	\$ -	\$ (1,026.10)
604-01.04	1 1/2" Steel Bar Handrail	LF	120.00	\$310.00	0.00	\$ 37,200.00	\$ -	\$ (37,200.00)	\$ -	\$ (37,200.00)
607-02.02	15" Concrete Pipe Culvert (Class III)	LF	307.00	\$136.00	294.50	\$ 41,752.00	\$ 40,052.00	\$ (1,700.00)	\$ -	\$ (1,700.00)
607-03.02	18" Concrete Pipe Culvert (Class III)	LF	446.00	\$120.00	432.00	\$ 53,520.00	\$ 51,840.00	\$ (1,680.00)	\$ -	\$ (1,680.00)
607-05.02	24" Concrete Pipe Culvert (Class III)	LF	165.00	\$197.00	168.00	\$ 32,505.00	\$ 33,096.00	\$ 591.00	\$ 591.00	\$ -
611-01.02	48" Manhole	EA	2.00	\$5,500.00	2.00	\$ 11,000.00	\$ 11,000.00	\$ -	\$ -	\$ -
611-07.01	Pipe Endwall (15")	EA	2.00	\$2,250.00	2.00	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -
611-07.02	Pipe Endwall (18")	EA	1.00	\$2,250.00	1.00	\$ 2,250.00	\$ 2,250.00	\$ -	\$ -	\$ -
611-07.03	Pipe Endwall (24")	EA	1.00	\$3,300.00	4.00	\$ 3,300.00	\$ 13,200.00	\$ 9,900.00	\$ 9,900.00	\$ -
611-12.01	Single Inlet 0'-4' Depth	EA	2.00	\$4,350.00	2.00	\$ 8,700.00	\$ 8,700.00	\$ -	\$ -	\$ -
611-12.02	Single Inlet 4'-8' Depth	EA	9.00	\$6,750.00	9.00	\$ 60,750.00	\$ 60,750.00	\$ -	\$ -	\$ -
611-14.02	Double Inlet 0'-6' Depth	EA	1.00	\$9,100.00	1.00	\$ 9,100.00	\$ 9,100.00	\$ -	\$ -	\$ -
701-01.01	Concrete Sidewalk	SF	8735.00	\$6.60	10528.00	\$ 57,651.00	\$ 69,484.80	\$ 11,833.80	\$ 11,833.80	\$ -
701-02.01	Concrete Handicap Ramp	SF	580.00	\$12.50	673.00	\$ 7,250.00	\$ 8,412.50	\$ 1,162.50	\$ 1,162.50	\$ -
702-03	Concrete Combined Curb and Gutter	LF	1221.00	\$33.00	1423.00	\$ 40,293.00	\$ 46,959.00	\$ 6,666.00	\$ 6,666.00	\$ -
705-06.01	W Beam Gr (Type 2) Mash TL-3	LF	50.00	\$39.38	75.00	\$ 1,969.50	\$ 2,953.50	\$ 984.00	\$ 984.00	\$ -
705-06.26	Thrie Beam Bridge Transition Mash TL-2	EA	4.00	\$1,586.88	4.00	\$ 6,347.52	\$ 6,347.52	\$ -	\$ -	\$ -
705-06.30	Gr Terminal (Energy Absorbing) Mash TL-2	EA	4.00	\$3,937.82	4.00	\$ 15,751.28	\$ 15,751.28	\$ -	\$ -	\$ -
709-05.08	Machined Rip Rap (Class B)	TON	1800.00	\$41.00	756.08	\$ 73,800.00	\$ 30,999.28	\$ (42,800.72)	\$ -	\$ (42,800.72)
709-10.01	Gabions	CY	110.00	\$250.00	39.00	\$ 27,500.00	\$ 9,750.00	\$ (17,750.00)	\$ -	\$ (17,750.00)
710-02	Aggregate Underdrain with pipe	LF	1221.00	\$14.00	620.00	\$ 17,094.00	\$ 8,680.00	\$ (8,414.00)	\$ -	\$ (8,414.00)
712-01	Traffic Control	LS	1.00	\$6,000.00	1.00	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ -
712-01.05	Flagman	HR	520.00	\$53.00	586.00	\$ 27,560.00	\$ 31,058.00	\$ 3,498.00	\$ 3,498.00	\$ -
712-01.51	Barrier Rail Delineator	EA	45.00	\$15.00	80.00	\$ 675.00	\$ 1,200.00	\$ 525.00	\$ 525.00	\$ -
712-02.04	Interconnected Portable Barrier Rail	LF	425.00	\$39.00	1310.00	\$ 16,575.00	\$ 51,090.00	\$ 34,515.00	\$ 34,515.00	\$ -
712-02.36	Remove & Relocate Portable Barrier Rail	LF	1000.00	\$9.00	993.00	\$ 9,000.00	\$ 8,937.00	\$ (63.00)	\$ -	\$ (63.00)
712-02.47	Bridge Mounted Interconnected Portable Barrier Rai	LF	220.00	\$52.00	200.00	\$ 11,440.00	\$ 10,400.00	\$ (1,040.00)	\$ -	\$ (1,040.00)
712-04.01	Flexible Drums (Channelization)	EA	120.00	\$45.00	60.00	\$ 5,400.00	\$ 2,700.00	\$ (2,700.00)	\$ -	\$ (2,700.00)
712-06	Signs (Construction)	SF	100.00	\$9.00	952.00	\$ 900.00	\$ 8,568.00	\$ 7,668.00	\$ 7,668.00	\$ -
712-07.03	Type III Barricade	LF	36.00	\$15.00	252.00	\$ 540.00	\$ 3,780.00	\$ 3,240.00	\$ 3,240.00	\$ -
712-08.10	Mobile Message Sign Unit	HR	225.00	\$108.00	125.00	\$ 24,300.00	\$ 13,500.00	\$ (10,800.00)	\$ -	\$ (10,800.00)
712-08.03	Arrow Board	EA	2.00	\$950.00	0.00	\$ 1,900.00	\$ -	\$ (1,900.00)	\$ -	\$ (1,900.00)
716-02.03	Plastic Pavement Marking (Cross-Walk)	LF	260.00	\$16.00	151.00	\$ 4,160.00	\$ 2,416.00	\$ (1,744.00)	\$ -	\$ (1,744.00)
716-02.04	Plastic Pavement Marking (Channelization Striping)	SY	225.00	\$34.00	49.33	\$ 7,650.00	\$ 1,677.22	\$ (5,972.78)	\$ -	\$ (5,972.78)
716-02.05	Plastic Pavement Marking (Stop Line)	LF	50.00	\$23.00	43.00	\$ 1,150.00	\$ 989.00	\$ (161.00)	\$ -	\$ (161.00)
716-02.06	Plastic Pavement Marking (Turn Lane Arrow)	EA	4.00	\$225.00	4.00	\$ 900.00	\$ 900.00	\$ -	\$ -	\$ -
716-05.01	Temporary Painted Pavement Marking Line (4")	LM	2.00	\$2,800.00	7.847	\$ 5,600.00	\$ 21,971.60	\$ 16,371.60	\$ 16,371.60	\$ -
716-13.02	6" Spray Thermoplastic	LM	0.80	\$11,000.00	1.38	\$ 8,800.00	\$ 15,213.00	\$ 6,413.00	\$ 6,413.00	\$ -
717-01	Mobilization	LS	1.00	\$87,000.00	1.00	\$ 87,000.00	\$ 87,000.00	\$ -	\$ -	\$ -
801-01	Seeding (with Mulch)	SY	5350.00	\$0.34	8083.00	\$ 1,819.00	\$ 2,748.22	\$ 929.22	\$ 929.22	\$ -
803-01	Sodding (New Sod)	SY	540.00	\$8.50	2968.00	\$ 4,590.00	\$ 25,228.00	\$ 20,638.00	\$ 20,638.00	\$ -
805-01	Erosion Control Fabric (North American Green SC-15)	SY	3440.00	\$3.00	3440.00	\$ 10,320.00	\$ 10,320.00	\$ -	\$ -	\$ -

BRIDGE										
202-04.01	REMOVAL OF STRUCTURES (BRIDGE NO.	L.S.	1.00	\$30,000.00	1.00	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -
204-02.02	DRY EXCAVATION (BRIDGES)	C.Y.	116.00	\$31.00	155.25	\$ 3,596.00	\$ 4,812.75	\$ 1,216.75	\$ 1,216.75	\$ -
204-03.01	WET EXCAVATION (BRIDGES)	C.Y.	224.00	\$30.00	200.00	\$ 6,720.00	\$ 6,000.00	\$ (720.00)	\$ -	\$ (720.00)
204-04.01	ROCK EXCAVATION (BRIDGES)	C.Y.	100.00	\$55.00	81.80	\$ 5,500.00	\$ 4,499.00	\$ (1,001.00)	\$ -	\$ (1,001.00)
204-05	ROCK DRILLING (BRIDGES)	L.F.	96.00	\$50.00	108.00	\$ 4,800.00	\$ 5,400.00	\$ 600.00	\$ 600.00	\$ -
204-10.01	FOUNDATION PREPARATION (PIER NO. 1 - STA.	L.S.	1.00	\$170,000.00	1.00	\$ 170,000.00	\$ 170,000.00	\$ -	\$ -	\$ -
204-10.02	FOUNDATION PREPARATION (PIER NO. 2 - STA.	L.S.	1.00	\$12,500.00	1.00	\$ 12,500.00	\$ 12,500.00	\$ -	\$ -	\$ -
209-65.04	Temporary Instream Diversion	LF	826.00	\$42.50	826.00	\$ 35,105.00	\$ 35,105.00	\$ -	\$ -	\$ -
303-01.02	GRANULAR BACKFILL (BRIDGES)	TON	56.00	\$56.00	325.86	\$ 3,136.00	\$ 18,248.16	\$ 15,112.16	\$ 15,112.16	\$ -
604-02.03	EPOXY COATED REINFORCING STEEL	LB.	125013.00	\$2.10	116665.00	\$ 262,527.30	\$ 244,996.50	\$ (17,530.80)	\$ -	\$ (17,530.80)
604-03.01	CLASS "A" CONCRETE (BRIDGES)	C.Y.	386.00	\$590.00	394.50	\$ 227,740.00	\$ 232,755.00	\$ 5,015.00	\$ 5,015.00	\$ -
604-03.02	STEEL BAR REINFORCEMENT (BRIDGES)	LB.	67717.00	\$1.50	67877.98	\$ 101,575.50	\$ 101,816.97	\$ 241.47	\$ 241.47	\$ -
604-03.04	PAVEMENT AT BRIDGE ENDS	S.Y.	274.00	\$350.00	243.72	\$ 95,900.00	\$ 85,302.00	\$ (10,598.00)	\$ -	\$ (10,598.00)
604-03.09	CLASS "D" CONCRETE (BRIDGE DECK)	C.Y.	328.00	\$808.00	362.50	\$ 265,024.00	\$ 292,900.00	\$ 27,876.00	\$ 27,876.00	\$ -
604-04.01	APPLIED TEXTURE FINISH (NEW STRUCTURES)	S.Y.	1122.00	\$8.50	1122.00	\$ 9,537.00	\$ 9,537.00	\$ -	\$ -	\$ -
604-05.31	BRIDGE DECK GROOVING (MECHANICAL)	S.Y.	946.00	\$6.50	960.00	\$ 6,149.00	\$ 6,240.00	\$ 91.00	\$ 91.00	\$ -
606-03.03	STEEL PILES (12 INCH)	L.F.	347.00	\$110.00	323.00	\$ 38,170.00	\$ 35,530.00	\$ (2,640.00)	\$ -	\$ (2,640.00)
606-03.06	PILE TIPS (STEEL PILES, 12 INCH)	EACH	33.00	\$220.00	33.00	\$ 7,260.00	\$ 7,260.00	\$ -	\$ -	\$ -
610-10.45	DECK DRAINS (PVC DRAIN)	EACH	0.00	\$418.98	6.00	\$ 2,513.88	\$ 2,513.88	\$ -	\$ -	\$ -
610-10.46	DECK DRAINS (PARAPET)	EACH	0.00	\$230.66	11.00	\$ 1,153.30	\$ 2,537.26	\$ 1,383.96	\$ 1,383.96	\$ -
615-01.03	PRESTRESSED CONCRETE I-BEAM (TYPE II)	L.F.	1610.00	\$290.00	1610.00	\$ 466,900.00	\$ 466,900.00	\$ -	\$ -	\$ -
620-02	STEEL RAILING (METAL RAILING)	L.F.	236.00	\$340.00	236.00	\$ 80,240.00	\$ 80,240.00	\$ -	\$ -	\$ -
620-05	CONCRETE PARAPET WITH STRUCTURAL	L.F.	494.00	\$270.00	487.00	\$ 133,380.00	\$ 131,490.00	\$ (1,890.00)	\$ -	\$ (1,890.00)
710-09.01	6" PERFORATED PIPE WITH VERTICAL DRAIN	L.F.	182.00	\$47.00	182.00	\$ 8,554.00	\$ 8,554.00	\$ -	\$ -	\$ -
710-09.02	6" PIPE UNDERDRAIN	L.F.	60.00	\$15.00	60.00	\$ 900.00	\$ 900.00	\$ -	\$ -	\$ -
WATER LINE										
W1	24IN DIP SLIP JOINT WATER LINE	L.F.	300.00	\$305.00	198.00	\$ 91,500.00	\$ 60,390.00	\$ (31,110.00)	\$ -	\$ (31,110.00)
W2	24IN DIP RESTRAINED JOINT WATER LINE	L.F.	50.00	\$365.00	94.00	\$ 18,250.00	\$ 34,310.00	\$ 16,060.00	\$ 16,060.00	\$ -
W3	16IN DIP SLIP JOINT WATER LINE	L.F.	100.00	\$248.00	0.00	\$ 24,800.00	\$ -	\$ (24,800.00)	\$ -	\$ (24,800.00)
W4	16IN DIP RESTRAINED JOINT WATER LINE	L.F.	100.00	\$270.00	148.00	\$ 27,000.00	\$ 39,960.00	\$ 12,960.00	\$ 12,960.00	\$ -
W5	8IN DIP SLIP JOINT WATER LINE	L.F.	20.00	\$166.00	7.00	\$ 3,320.00	\$ 1,162.00	\$ (2,158.00)	\$ -	\$ (2,158.00)
W6	8IN DIP RESTRAINED JOINT WATER LINE	L.F.	100.00	\$152.00	85.00	\$ 15,200.00	\$ 12,920.00	\$ (2,280.00)	\$ -	\$ (2,280.00)
W7	6IN DIP SLIP JOINT WATER LINE	L.F.	10.00	\$111.00	5.00	\$ 1,110.00	\$ 555.00	\$ (555.00)	\$ -	\$ (555.00)
W8	HDD 3IN HDPE CASING PIPE-ROCK	L.F.	20.00	\$313.00	70.00	\$ 6,260.00	\$ 21,910.00	\$ 15,650.00	\$ 15,650.00	\$ -
W9	1IN PEXA SERVICE PIPE	L.F.	80.00	\$20.50	116.00	\$ 1,640.00	\$ 2,378.00	\$ 738.00	\$ 738.00	\$ -
W10	8IN X 8IN TAPPING SLEEVE AND VALVE	EACH	2.00	\$5,250.00	2.00	\$ 10,500.00	\$ 10,500.00	\$ -	\$ -	\$ -
W11	24IN GATE VALVE ASSEMBLY	EACH	2.00	\$49,000.00	2.00	\$ 98,000.00	\$ 98,000.00	\$ -	\$ -	\$ -
W12	16IN GATE VALVE ASSEMBLY	EACH	1.00	\$16,950.00	1.00	\$ 16,950.00	\$ 16,950.00	\$ -	\$ -	\$ -
W13	8IN GATE VALVE ASSEMBLY	EACH	1.00	\$3,450.00	1.00	\$ 3,450.00	\$ 3,450.00	\$ -	\$ -	\$ -
W14	6IN GATE VALVE ASSEMBLY	EACH	1.00	\$2,500.00	1.00	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -
W15	DI FITTINGS	LBS	2700.00	\$5.00	6179.00	\$ 13,500.00	\$ 30,895.00	\$ 17,395.00	\$ 17,395.00	\$ -
W16	FIRE HYDRANT ASSEMBLY	EACH	1.00	\$6,350.00	1.00	\$ 6,350.00	\$ 6,350.00	\$ -	\$ -	\$ -
W17	RELOCATE/RECONNECT SERVICE ASSEMBLY	EACH	2.00	\$950.00	2.00	\$ 1,900.00	\$ 1,900.00	\$ -	\$ -	\$ -
W18	SLEEVE AND CONNECT TO EXISTING 16IN	EACH	1.00	\$2,400.00	0.00	\$ 2,400.00	\$ -	\$ (2,400.00)	\$ -	\$ (2,400.00)
W19	CLASS B CONCRETE	C.Y.	20.00	\$300.00	39.00	\$ 6,000.00	\$ 11,700.00	\$ 5,700.00	\$ 5,700.00	\$ -
W20	REVERSE KICKER	EACH	2.00	\$740.00	5.00	\$ 1,480.00	\$ 3,700.00	\$ 2,220.00	\$ 2,220.00	\$ -
W21	RESTORE GRAVEL	S.Y.	5.00	\$95.00	15.00	\$ 475.00	\$ 1,425.00	\$ 950.00	\$ 950.00	\$ -
W22	RESTORE CONCRETE DRIVEWAY	S.F.	850.00	\$9.00	879.00	\$ 7,650.00	\$ 7,911.00	\$ 261.00	\$ 261.00	\$ -
W23	RESTORE ASPHALT	S.Y.	20.00	\$110.00	82.89	\$ 2,200.00	\$ 9,117.90	\$ 6,917.90	\$ 6,917.90	\$ -
Totals						\$ 3,859,457.38	\$ 4,075,834.91	\$ 216,377.53	\$ 459,371.93	\$ (242,994.40)
Final Contract Price						\$ 4,075,834.91			\$ 216,377.53	

COUNCIL COMMUNICATION

Meeting Date: 08/17/2023

Item Title: Construction of Medical Center Parkway Phase 1 Widening

Department: Engineering

Presented by: Chris Griffith, Executive Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Approval of construction of Medical Center Parkway Widening Phase 1.

Staff Recommendation

Approve construction of Medical Center Parkway Phase 1 with existing annual contracts.

Background Information

In August, 2022 Council approved the design contract for the widening of Medical Center Parkway from the I-24 interchange to NW Broad St. This project adds an additional thru lane in both directions along with traffic signal modifications extending from I-24 to Broad St. To accelerate the timeline and minimize traffic disruptions in this corridor, the project is being designed and constructed in multiple phases with Phase 1 extending from I-24 to Thompson Lane. A separate landscaping contract will be bid out at a later date that includes the entire corridor.

The design for Phase 1 has been completed and staff is recommending utilizing the City's existing annual construction contracts for the completion of this work. The use of the annual contracts will allow City staff to more closely direct the contractor's work to minimize traffic disruptions and control the pace of work more efficiently.

The Engineer's estimate for the project is \$8,449,481. Staff approximates that by using the existing annual contract's pricing the construction estimate is \$7,050,000.

Council Priorities Served

Expand Infrastructure

Improvements to this roadway will increase capacity and help traffic flow to alleviate congestion in the highly developed area.

Fiscal Impact

The estimated construction costs, \$7,050,000, are within the total project budget and are funded by the FY21, and FY22 CIP Budgets.

COUNCIL COMMUNICATION

Meeting Date: 08/17/2023

Item Title: Purchase of Two New Trucks

Department: Fire Rescue

Presented by: Chief Mark McCluskey

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Purchase of two Ford F-150 trucks for the Fire Rescue Department.

Staff Recommendation

Approve the purchase of two Ford F-150 trucks from Ford of Murfreesboro.

Background Information

MFRD desires to purchase two 2023 Ford F-150 trucks through the State of Tennessee Vehicle Contract with Ford of Murfreesboro. These vehicles will be used by frontline personnel for response. The current vehicles being used will be passed to other department personnel. The trucks are \$43,115 each.

Council Priorities Served

Maintain Public Safety

Provides personnel with a reliable vehicle to perform their duties.

Fiscal Impact

The expense, \$86,130, is funded by the FY19, FY21, and FY22 CIP and American Rescue Plan Act funds.

Attachments

Ford of Murfreesboro Contract

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
TT OF F. MURFREESBORO, INC.
FOR PURCHASE OF VEHICLES**

This Contract is entered into and effective as of _____, ("Effective Date), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **TT OF F. MURFREESBORO, INC.**, a limited liability company of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Contractor's State of Tennessee Contract 209/75348 with TT of F. Murfreesboro, Inc.*
- *Sales Quote dated August 7, 2023, from TT of F. Murfreesboro, Inc. for One (1) 2023 F-150 Police Responder, and*
- *Any properly executed amendments to this Agreement*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, Contractor's State of Tennessee Contract 209/75348 with TT of F. Murfreesboro, Inc.*
- *Lastly, Sales Quote dated August 7, 2023, from TT of F. Murfreesboro, Inc. for One (1) 2023 F-150 Police Responder.*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: Two (2) 2023 F-150 Police Responders as set forth in the State of Tennessee Contract 209/75348 with TT of F. Murfreesboro, Inc., and Contractor's Sales Quote Sheet dated August 7, 2023.
2. **Term.** The term of this contract shall be from the Effective Date to the expiration of the State of Tennessee Contract 209/75348 on December 31, 2023. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in the Sales Quote from TT of F. Murfreesboro, Inc dated August 7, 2023, for two (2) 2023 Ford F-150 Police Responders Vehicles priced at \$43,115.00 each, which reflects a **total purchase price of \$86,230.00**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
 - b. Deliveries of all items for the Murfreesboro Fire Rescue Department shall be made to 1311 Jones Boulevard, Murfreesboro, TN 37129. Contact person Deputy Chief Jamie Bigelow, (tel. 615-893-1422; email. jbigelow@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
 - c. Deliveries of all items shall be made as stated in the Contract documents. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid or State contract.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Unless otherwise specified, every item supplied shall meet the warranty provisions set forth by the manufacturer.
5. **Indemnification.**
- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
 - c. **Copyright, Trademark, Service Mark, or Patent Infringement.**

- i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
- ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - 1. Procure for the City the right to continue using the products or services.
 - 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

Notices to the City shall be sent to:

Notices to Contractor shall be sent to:

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

Contractor: Ford of Murfreesboro
Attention: *Attn: Jason McCullough*
Fleet Sales Manager
Address: 1550 NW Broad St
Murfreesboro, TN 37129-1709

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
 - a) **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**
 - b) **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

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

15. **Title VI of the Civil Rights Act of 1964, as amended.** Contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
16. **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.
17. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder
18. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
19. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
20. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
21. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
23. **SAMS.gov Registration and UEI #.** All vendors are required to be registered with SAMS.gov and supply their Unique Entity ID (UEI).
24. **Debarment and Suspension.**
 - a) The City certifies, to the best of its knowledge and belief, that the Selected Contractor:
 - i. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - ii. has not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - iii. is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - iv. has not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
 - b) The City will provide immediate written notice to the U.S. Department of Treasury or granting authority, if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, the Selected Contractor is excluded or disqualified, or presently falls under any of the prohibitions of sections i-iv.
 - c) The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” 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 any Federal department or agency to be:
 - i. Debarred from participation in any federally assisted Award;
 - ii. Suspended from participation in any federally assisted Award;
 - iii. Proposed for debarment from participation in any federally assisted Award;
 - iv. Declared ineligible to participate in any federally assisted Award;
 - v. Voluntarily excluded from participation in any federally assisted Award; or
 - vi. Disqualified from participation in any federally assisted Award.
 - vii. By signing this Agreement, Contractor 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 Contractor 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, as supplemented by 2 CFR Part 1200, throughout the period of the awarded Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

25. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contractor shall 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).

26. **Lobbying Certification. (4220.1F.IV.2.a.(4); 49 CFR Part 20).**

- a) Contractors that apply or bid for an award exceeding \$100,000 must file the lobbying certification before the awarding of the contract, and if applicable, a lobbying disclosure from a prospective third party contractor. See, DOT regulations, “New Restrictions on Lobbying” 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352, which implement the Byrd “Anti-Lobbying” Amendment, 31 U.S.C. Section 1352. 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.
- b) The Contractor certifies, to the best of its knowledge and belief, that:
 - i. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Promisor shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- c) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

27. **Domestic preferences for procurements.** (2 CFR 200.322)

- a) As appropriate and to the extent consistent with law, the Contractor, to the greatest extent practicable, 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 section:

- i. "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.
- ii. "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.

28. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

29. **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.

30. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of the Effective Date listed above.

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

TT of F. MURFREESBORO, INC.

DocuSigned by:
By: Jason McCullough
Jason McCullough, Fleet Manager

APPROVED AS TO FORM:

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

SALES QUOTE**FORD OF MURFREESBORO**

SWC 209 NO. 75348

TO:
Murfreesboro Fire Dept.DATE: 8/7/2023
QUOTE ID:

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	TOTAL
1	W1P	F-150 Police Repsonder	\$41,151.00	\$41,151.00
1	OPT	Optional Equipment	\$1,964.00	\$1,964.00
Please sign and return this quote and attached vehicle information with a signed PO to place your order.				
Total Price			\$43,115.00	\$43,115.00



Prepared by: Jason McCullough

08/07/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W1P	Base Vehicle Price (W1P)	\$48,875.00
Packages		
150A	Equipment Group 150A Base <i>Includes:</i> - Engine: 3.5L V6 EcoBoost 120-MPH top speed. - Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic with progressive range select.</i> - Electronic Locking w/3.31 Axle Ratio - GVWR: 7,050 lbs Payload Package - Tires: LT265/70R18 BSW A/T - Wheels: 18" 6-Spoke Silver Aluminum - Cloth 40/Blank/40 Front-Seats <i>Includes reduced bolsters, 8-way power driver/manual passenger, center-section deleted. (Restraint control module cover provided) and vinyl rear bench.</i> - Radio: AM/FM Stereo w/6 Speakers - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App Catalog, 911 assist, Apple CarPlay and Android Auto compatibility, digital owners manual and wireless software updates capability.</i>	N/C
Powertrain		
998	Engine: 3.5L V6 EcoBoost 120-MPH top speed.	Included
44G	Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic with progressive range select.</i>	Included
XL3	Electronic Locking w/3.31 Axle Ratio	Included
STDGV	GVWR: 7,050 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: LT265/70R18 BSW A/T	Included
64H	Wheels: 18" 6-Spoke Silver Aluminum	Included
Seats & Seat Trim		
P	Cloth 40/Blank/40 Front-Seats <i>Includes reduced bolsters, 8-way power driver/manual passenger, center-section deleted. (Restraint control module cover provided) and vinyl rear bench.</i>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough

08/07/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

As Configured Vehicle (cont'd)

Code	Description	MSRP
Other Options		
145WB	145" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes:</i> <i>- SYNC 4</i> <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App Catalog, 911 assist, Apple CarPlay and Android Auto compatibility, digital owners manual and wireless software updates capability.</i>	Included
18B	Black Platform Running Boards	\$250.00
17C	Chrome Front & Rear Bumpers	\$175.00
595	Fog Lamps	\$140.00
76W	Sideview Mirrors Heated Glass Removal (76W)	N/A
67P	Remote Keyless-Entry Key Fob w/o Key Pad <i>Less PATS. Includes 4-key fobs. Note: Available with Keyed Alike. However, key fobs are not fobbed alike when ordered with Keyed Alike. Includes perimeter anti-theft alarm.</i>	\$340.00
Exterior Color		
PQ_01	Race Red	N/C
Upfit Options		
ACC	Spray In Bedliner and Cargo Management Pkg	\$1,399.00
SUBTOTAL		\$51,179.00
Destination Charge		\$1,895.00
TOTAL		\$53,074.00

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Prepared by: Jason McCullough
08/07/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Major Equipment

(Based on selected options, shown at right)
10-speed automatic

Exterior: Race Red

- * Running boards
- * Class IV tow rating
- * LT265/70RS18 AT BSW front and rear tires
- * Lock-up transmission
- * Alternator Amps: 240A
- * All-speed ABS and driveline traction control
- * Battery rating: 800CCA
- * Battery run down protection
- * 8 inch primary LCD display
- * Bluetooth wireless audio streaming
- * Seek scan
- * SYNC 4 external memory control
- * Vehicle body length: 231.7"
- * Axle capacity rear: 4,800 lbs.
- * Axle capacity front: 3,750 lbs.
- * Off-road ride suspension
- * Manual folding door mirrors
- * Daytime running lights
- * Variable intermittent front windshield wipers
- * Manual rear child safety door locks
- * 18 x 8.5-inch front and rear silver aluminum wheels
- * Front tires LT load rating: C
- * Overdrive transmission
- * Transmission electronic control
- * Stainless steel single exhaust
- * Driver selectable rear locking differential
- * Lead acid battery
- * Fuel tank capacity: 25.99 gal.
- * Steering wheel mounted audio controls
- * AM/FM stereo radio
- * Radio data system (RDS)
- * Internet radio capability
- * Wheelbase: 145.0"
- * Tire/wheel capacity rear: 4,800 lbs.
- * Spring rating front: 3,750 lbs.
- * Power door mirrors
- * DRL preference setting
- * Light tinted windows
- * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll
- * Driver front impact airbag

As Configured Vehicle

STANDARD VEHICLE PRICE	MSRP
Equipment Group 150A Base	\$48,875.00
Engine: 3.5L V6 EcoBoost	N/C
Transmission: Electronic 10-Speed Automatic	Included
Electronic Locking w/3.31 Axle Ratio	Included
GVWR: 7,050 lbs Payload Package	Included
Tires: LT265/70R18 BSW AT	Included
Wheels: 18" 6-Spoke Silver Aluminum	Included
Cloth 40/Blank/40 Front-Seats	Included
145" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/6 Speakers	Included
Sideview Mirrors Heated Glass Removal (76W)	N/A
SYNC 4	Included
Chrome Front & Rear Bumpers	\$175.00
Fog Lamps	\$140.00
Black Platform Running Boards	\$250.00
Remote Keyless-Entry Key Fob w/o Key Pad	\$340.00
Race Red	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough
08/07/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Major Equipment

- * Seat mounted side impact driver airbag
- * Seat mounted side impact front passenger airbag
- * 6 airbags
- * Rear under seat climate control ducts
- * 60-40 folding rear seats
- * Front facing rear seat
- * Height adjustable rear seat head restraints
- * 3 rear seat head restraints
- * Driver seat with 8-way directional controls
- * Height adjustable front seat head restraints
- * Power reclining driver seat
- * Power driver seat fore/aft control
- * Manual reclining passenger seat
- * Cloth front seat upholstery
- * Driver seat with 2-way power lumbar
- * 4-wheel antilock (ABS) brakes
- * Brake assist system
- * Hill Start Assist
- * Passenger front impact airbag
- * Airbag occupancy sensor
- * Manual climate control
- * Fixed rear seats
- * Split-bench rear seat
- * Fold-up rear seat cushion
- * Manual rear seat head restraint control
- * 40-40 bucket front seat
- * Front passenger seat with 4-way directional controls
- * Manual front seat head restraint control
- * Power height adjustable driver seat
- * Power driver seat cushion tilt
- * Manual passenger seat fore/aft control
- * Cloth front seatback upholstery
- * 4-wheel disc brakes
- * Electronic parking brake
- * Hill Descent Control

As Configured Vehicle

SUBTOTAL	\$49,780.00	MSRP
Destination Charge	\$1,895.00	
TOTAL	\$51,675.00	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough
08/07/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Fuel Economy

City
17 mpg



Hwy
23 mpg

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

COUNCIL COMMUNICATION

Meeting Date: 08/17/2023

Item Title: Old Fort Golf Course Renovation Project

Department: Golf Department

Presented by: Trey Adams, Golf Director

Requested Council Action:

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

Summary

Contract for the Old Fort Golf Course renovation project with Wadsworth Golf Construction Company

Staff Recommendation

Approve the contract from Wadsworth Golf

Background Information

In 2021, Council approved a contract with Watermark Golf/Nathan Crace Design for renovation consultation and design for Old Fort Golf Club. In April 2023, Council approved the renovation project funding, and the project was bid. Wadsworth Golf Construction Company was the successful bidder and won the bid with a total cost of \$1,422,114.

The contact includes a full greens and bunker renovation as well as a few other small improvements such as adding a new tee box on hole #9, moving a cart path that on hole #9, and addressing some drainage issues on hole #3 and hole #10.

Council Priorities Served

Establish strong City brand

Maintaining and improving Old Fort Golf Course supports the City's focus on quality-of-life enhancements that build a vibrant, diverse, and engaging community.

Operational Issues

The golf course architect recommends the bunker renovation and smaller drainage projects to begin in January or February of 2024. The green resurfacing project and cart path work would begin in May of 2024. Old Fort Golf Course will be closed for the green resurfacing project, approximately 4 months, May through August of 2024. The clubhouse, snack bar, and driving range at Old Fort and Bloomfield Links will remain open.

The golf course will also lose out on revenue during what would normally be in the middle of golf season in 2024; however, there will be some cost savings due to decreased staffing and spending. Full time staff would continue to work as normal. Part

time staff would be retained but would be scheduled considerably less or temporarily reassigned to work for other departments as needed. The estimated budget impact on the Golf Budget will be a decrease of \$770,000. This impact would be split over the FY24 and FY25 budget years due to the anticipated timing of the construction.

Fiscal Impact

Total contract cost is \$1,422,113.71 and funds are allocated in the FY21 & FY22 CIP.

Attachments

Contract with Wadsworth Golf Construction Company

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
WADSWORTH GOLF CONSTRUCTION COMPANY
FOR
OLD FORT GOLF COURSE RENOVATIONS**

This Contract is entered into on this _____, 2023 ("Effective Date"), by and between **The City of Murfreesboro**, a municipal corporation of the State of Tennessee ("City") and **Wadsworth Golf Construction Company**, a Corporation of the State of Illinois ("Contractor"). This Contract consists of the following documents:

- Invitation to Bid issued June 6, 2023
- Bid specifications issued June 6, 2023
- Contractor's Bid Response dated June 29, 2023
- This Contract

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

- First, any properly executed amendment or change order to this contract (most recent with first priority);
- Second, this Contract;
- Third, Invitation to Bid & Bid Specifications;
- Finally, Contractor's Bid Response.

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide the renovations to the Old Fort Golf Course based on specifications supplied herein and by the project manual provided by Watermark Golf, Nathan Crace Design (Exhibits A and B). All work must be based on the instructions, drawings and specifications, and terms and conditions of the contract documents, including General Conditions, Supplementary Conditions, Special Conditions, and Technical Specifications.

2. **Duties and Responsibilities of the City.** City agrees to contract with Contractor for renovations as described in Section 1 of this contract and as provided in the Contractor's bid response.

3. **Term.** This Contract shall not be effective until approved by the City Council and signed by all required parties. The term of this Contract shall be 180 calendar days from the Notice to Proceed.

4. **Price.** The price for goods and services provided pursuant to this contract shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid proposal which reflects:

Schedule 1 Mobilization/Demobilization/Overhead	\$149,000.00
Schedule 2 Coring & rebuilding of Greens per specs	\$495,521.10
Schedule 3 Sand Bunker Renovation per specs	\$363,592.50

Schedule 4 Grassing includes:

- a. \$2,600.00
- b. \$4,550.00
- c. \$69,059.43
- d. **Sprigging of greens is Replaced
with Alternate #4, Sodding Greens with
Prizm Zoysia @1.90/sf (158,040 sq.ft)
\$300,276.00**

Total of Schedule 4	\$376,485.43
Schedule 5 Asphalt Cart Path Relocation per specs Alternate #1	\$32,779.68 \$4,735.00
Grand Total Price:	\$1,422,113.71

5. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
6. **Termination—Funding.** Should funding for this project be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
7. **Termination—Notice.** City may terminate this contract at any time upon thirty (30) days written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges associated with services provided pursuant to this Contract. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
10. **Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be approved by the City Manager.

- 11. Employee Compensation; Workers Compensation.** The employees of the City, Contractor, and any subcontractors are solely the officers, agents, or employees of the entity that hired them. Each party assumes any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims of each party's employees. Neither the City nor Contractor is liable for compensation or indemnity to the other party's employee for injury or sickness arising out of the employee's employment. In addition, Contractor shall indemnify and hold harmless the City for any claim of wages, salary, or compensation made by Contractor's subcontractors, or an employee thereof, against the City, including any indemnity to a subcontractor's employee or sickness arising out of the employee's employment.
- 12. Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- 13. Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 14. Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 15. Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy.
- 16. Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents, and employees from:

 - a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the Contract, and
 - b. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - c. Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

- 17. Insurance.** During the term of this Contract, Contractor must maintain commercial general liability insurance (minimum \$1,000,000), pollution liability insurance (minimum \$1,000,000) and automobile liability insurance (minimum \$1,000,000) for completed operations. The City must be named as an additional insured on this certificate.
- 18. Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.
- 19. Assignment—Consent Required.** The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF THE CITY MANAGER, CITY OF MURFREESBORO, POST OFFICE BOX 1139, MURFREESBORO, TENNESSEE 37133-1139.
- 20. Entire Contract.** This Contract, Invitation to Bid, Bid Specifications, and Contractor's bid response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
- 21. Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor.
- 22. Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
- 23. Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
- 24. Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.
- 25. Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

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

If to Contractor:
Wadsworth Golf Construction Company
Attention: Patrick Karnick
13941 S. Van Dyke Road
Plainfield, IL 60544
patk@wadsworthgolf.com

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

CITY OF MURFREESBORO

Wadsworth Golf Construction Company

By: _____
Shane McFarland, Mayor

By: _____
Patrick Karnick, President

APPROVED AS TO FORM:

DocuSigned by:

Adam Tucker

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Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 08/17/2023

Item Title: Statewide School Resource Officer Program Grant Application and MOU with Murfreesboro City Schools

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Memorandum of Understanding between the City and Murfreesboro City Schools for submission of the Statewide SRO grant.

Staff Recommendation

Approve the application for the Statewide SRO grant and the MOU with Murfreesboro City Schools.

Background Information

The Department has been informed by the Department of Safety and Homeland Security that grant funds are available to local law enforcement agencies after the agency completes the submission of an application for funding and a MOU between the law enforcement agency and the local education authority.

The SRO grant provides funding to local law enforcement entities to place one full-time, POST-certified SRO in each K-12 public school and public charter school in Tennessee. Local law enforcement agencies are eligible to apply for funding not to exceed \$75,000 per year, per SRO, per school for which they are responsible for providing SRO services.

Currently, MPD has 17 SROs on staff in 13 schools that qualify, for a grand total of \$975,000 annually. It is not known at this time how long this program will be available.

Council Priorities Served

Safe and Livable Neighborhoods

SROs provide the crucial link between schools and law enforcement agencies in their continued efforts to establish and maintain safe and secure learning environments.

Fiscal Impacts

Total State award is \$975,000 which will be used to offset the FY24 salaries and benefits of the SROs currently on staff with MPD.

COUNCIL COMMUNICATION

Meeting Date: 08/17/2023

Item Title: Purchase of Vehicle Equipment from On-Duty International, LLC

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

Purchase of vehicle equipment from On-Duty International, LLC.

Staff Recommendation

Approve the purchase and installation of safety equipment for new police vehicles from On-Duty.

Background Information

Council approved the purchase of 30 new police vehicles on September 22, 2022. These vehicles are expected to arrive over the next few months and will require to be outfitted with all the safety equipment to be utilized by the Uniformed Division.

This equipment is available for purchase and installation through our current contract with On-Duty.

Council Priorities Served

Safe and Livable Neighborhoods

Properly equipped vehicles allow officers to timely and appropriately respond to calls for service and provide other support functions.

Fiscal Impact

The total purchase of \$356,350 is provided for in the department's FY24 budget via ARPA Grant funding.

Attachments

1. First Amendment to the Contract with On-Duty
2. Quote S01240 for Patrol Units
3. Quote S01235 for Traffic Units

**FIRST AMENDMENT
TO THE
CONTRACT BETWEEN
THE CITY OF MURFREESBORO
AND
ON DUTY INTERNATIONAL LLC
FOR
POLICE VEHICLE EQUIPMENT**

This First Amendment (“First Amendment”) to the Contract entered July 22, 2022, (“Contract”) by and between City of Murfreesboro (“City”), a municipal corporation of the State of Tennessee and On Duty International LLC, a limited liability company of the Commonwealth of Kentucky, (“Contractor”) is effective as of this 8/4/2023.

RECITALS

WHEREAS, on July 22, 2022, the City entered into a contract with On-Duty Depot, Inc. for equipment and installation services set forth in Section 3.4 and listed on page 14 of ITB-64-2022-Police Vehicle Equipment issued on June 7, 2022; and,

WHEREAS, Clause 20 of the Contract, states the provisions of this Contract inure to the benefit of and are binding upon the respective successors and assignees of the parties and further allows the Contractor to assign or transfer in whole or in part the rights and obligations of Contractor with consent of the City; and

WHEREAS, Contractor notified the City on June 30, 2023, that On Duty Depot, Inc. was purchased by On Duty International LLC on March 1, 2023; and

WHEREAS, the City consents to the assignment of the Contract to the new owner, On Duty Depot International LLC; and

WHEREAS, the term of the contract between the City and Contractor is currently from July 22, 2022, to July 21, 2023; and,

WHEREAS, the contract is renewable annually for up to a maximum of five years per Section 1.15 of the Invitation to Bid and Clause 2 of the Contract; and

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to Clause 2 of the current Contract and Section 1.15 of the ITB for an additional year;

NOW THEREFORE, the City and Contractor mutually agree:

1. To amend the contract to reflect the assignment of the contract to the new owner, On Duty International LLC, a limited liability company of the Commonwealth of Kentucky.
2. To extend the term of the current Contract, from July 22, 2023, until July 21, 2024.
3. All other terms of the Contract shall remain the same.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties enter into this amendment as of August 4, 2023.

CITY OF MURFREESBORO

DocuSigned by:
By: Shane McFarland
Shane McFarland, Mayor

ON DUTY INTERNATIONAL DEPOT LLC

DocuSigned by:
By: John Bradley
John T. Bradley, Sales Manager

Approved as to form:
DocuSigned by:
Adam Tucker
Adam F. Tucker, City Attorney



On Duty Depot
 6833 N. HWY 1247
 Science Hill KY 42553
 USA

☎ (918) 221-7822

✉ billing@ondutydepot.us

🌐 <http://www.ondutydepot.us>

Customer Address
 Murfreesboro Police Dept.
 1004 N Highland Ave.
 Murfreesboro TN 37130
 USA
 ☎ 615-893-1311

Service Location
 Murfreesboro Police Dept.
 1004 N Highland Ave.
 Murfreesboro TN 37130
 USA
 ☎ 615-893-1311

Description
 2024 FPIU Patrol Unit

Quotation # S01240

Quotation Date:

07/25/2023

Expiration:

08/24/2023

Salesperson:

Dan Poteete

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
[425-1849 / 13031] Arm Rest, Jotto	1.00 Units	76.00	\$ 76.00
[425-6505 / 13382] Console, Contour	1.00 Units	294.00	\$ 294.00
[425-0150/4139 / 6609] Computer Mount, Jotto Mamba W/A-MOD XL Short Clamps	1.00 Units	516.00	\$ 516.00
[06873] Faceplate, Jotto Pathfinder 17 Button	1.00 Units	26.00	\$ 26.00
[425-6141 / 11826] Faceplate, Jotto Desk	1.00 Units	26.00	\$ 26.00
[3765] LED Undercover, Fed Sig 416900 BW	4.00 Units	53.00	\$ 212.00
[4176] XStream Dash/Deck, FedSig Dual BWA Wire End	2.00 Units	171.00	\$ 342.00
[4175] XStream, FedSig BWA Single Wired Dash/Deck	2.00 Units	99.00	\$ 198.00
[5489] MicroPulse, FedSig MPS63 BAW	4.00 Units	83.00	\$ 332.00
[12202] Bracket, MPS6 L Universal	2.00 Units	10.00	\$ 20.00
[5486] MicroPulse Ultra, Federal Signal FS MPS62 BW	4.00 Units	77.00	\$ 308.00
[5460] MicroPulse, FedSig MPS122U BW	2.00 Units	96.00	\$ 192.00
[VALR51 B/W/A Flood / 13427] Lightbar, Federal Signal Valor	1.00 Units	1,900.00	\$ 1,900.00
[5075] Siren, FedSig Pathfinder 17 Button Package	1.00 Units	864.00	\$ 864.00
[AS124-TNSP / 40006] Speaker, AS124	1.00 Units	122.00	\$ 122.00
[13352] Push Bumper, FedSig PBX Utility 20+	1.00 Units	382.00	\$ 382.00



On Duty Depot
 6833 N. HWY 1247
 Science Hill KY 42553
 USA
 (918) 221-7822
 billing@ondutydepot.us
 http://www.ondutydepot.us

[12879] Push Bumper Top Channel, FedSig 4 Light Utility/Charger	1.00 Units	25.00	\$ 25.00
[OBDCABLE25-2 / 5255] OBD Cable Pathfinder	1.00 Units	94.00	\$ 94.00
[4855] Mounting Bracket, FedSig Rumbler Utility 20+	1.00 Units	20.00	\$ 20.00
[13327] Rumbler Subwoofer Kit, FedSig Pair	1.00 Units	330.00	\$ 330.00
[GK11191B1SSCAKNO / 5162] Gun Rack, Dual	1.00 Units	588.00	\$ 588.00
[6754] Partition, Setina Utility 20+ TM Coated Slider	1.00 Units	640.00	\$ 640.00
[WK0595ITU20 / 13464] Window Barrier, Poly (Pair)	1.00 Units	197.00	\$ 197.00
[DK0100ITU20 / 13396] Door Panel, TPO Black Polymer	1.00 Units	198.00	\$ 198.00
[QK0496ITU20 / 6561] Transport Seat Full Cover with Cargo Barrier, Setina Utility 20+	1.00 Units	1,146.00	\$ 1,146.00
[AAUP2020-C / 6758] Cargo Drawer, American Aluminum Single Drawer W Basket Utility 20+	1.00 Units	1,144.00	\$ 1,144.00
[11986] Cup Holder, Jotto ABS 4"	1.00 Units	35.00	\$ 35.00
[4863] Installation, Labor	1.00 Units	1,522.00	\$ 1,522.00
[5013] Misc Installation Supplies	1.00 Units	100.00	\$ 100.00

Total	\$ 11,849.00
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Payment terms: 30 Days

Customer Notes

Pre-work Signature

Signed By



On Duty Depot
6833 N. HWY 1247
Science Hill KY 42553
USA
(918) 221-7822
billing@ondutydepot.us
<http://www.ondutydepot.us>

Terms & Conditions

To view the terms and conditions of sales, quotes, or orders please visit <https://www.ondutydepot.us/terms> Terms & Conditions may change at any time. By signing below, you the customer agree to the terms & conditions of the sale, quote or order.



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✉ billing@ondutydepot.us

🌐 http://www.ondutydepot.us

Customer Address

Murfreesboro Police Dept., Jenny Licsko
1004 N Highland Ave.
Murfreesboro TN 37130
USA

Service Location

Murfreesboro Police Dept.
1004 N Highland Ave.
Murfreesboro TN 37130
USA
☎ 615-893-1311

Description

2024 FPIU Traffic

Quotation # S01235

Quotation Date:

07/25/2023

Expiration:

08/24/2023

Salesperson:

Dan Poteete

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
[4176] XStream Dash/Deck, FedSig Dual BWA Wire End	2.00 Units	171.00	\$ 342.00
[3765] LED Undercover, Fed Sig 416900 BW	4.00 Units	53.00	\$ 212.00
[5489] MicroPulse, FedSig MPS63 BAW	4.00 Units	83.00	\$ 332.00
[12202] Bracket, MPS6 L Universal	2.00 Units	10.00	\$ 20.00
[5486] MicroPulse Ultra, Federal Signal FS MPS62 BW	4.00 Units	77.00	\$ 308.00
[5460] MicroPulse, FedSig MPS122U BW	2.00 Units	96.00	\$ 192.00
[5075] Siren, FedSig Pathfinder 17 Button Package	1.00 Units	864.00	\$ 864.00
[40006] Speaker, FedSig AS124	1.00 Units	122.00	\$ 122.00
[13352] Push Bumper, FedSig PBX Utility 20+	1.00 Units	382.00	\$ 382.00
[12879] Push Bumper Top Channel, FedSig 4 Light Utility/Charger	1.00 Units	25.00	\$ 25.00
[OBDCABLE25-2 / 5255] OBD Cable Pathfinder	1.00 Units	94.00	\$ 94.00
[4855] Mounting Bracket, FedSig Rumbler Utility 20+	1.00 Units	20.00	\$ 20.00
[13327] Rumbler Subwoofer Kit, FedSig Pair	1.00 Units	330.00	\$ 330.00
[3944] Micropulse, FedSig Wide Angle 9 Dual BW	2.00 Units	189.00	\$ 378.00
[5061] Side Mirror Brackets, FedSig W9 Utility 20+ Pair	1.00 Units	30.00	\$ 30.00
[06919] ILS FedSig Utility 20+ Tri-Color Center Focus RBW/RBW	1.00 Units	825.00	\$ 825.00



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 http://www.ondutydepot.us

[13517] ILS, FedSig Utility 20+ Rear B/A Center Focus	1.00 Units	825.00	\$ 825.00
[GK11191B1SSCAKNO / 5162] Gun Rack, Dual	1.00 Units	588.00	\$ 588.00
[6754] Partition, Setina Utility 20+ TM Coated Slider	1.00 Units	640.00	\$ 640.00
[4539] Cargo Barrier, Setina Utility 20+ 12VS Poly	1.00 Units	378.00	\$ 378.00
[13464] Window Armor, Setina Utility 20+ Poly	1.00 Units	197.00	\$ 197.00
[DK0100ITU20 / 13396] Door Panel, TPO Black Polymer	1.00 Units	198.00	\$ 198.00
[QK0494ITU20 / 6755] Transport Seat, Setina Full Cover Utility 20+ W Seat Belts	1.00 Units	601.00	\$ 601.00
Floor Pan TPO SEQK0491ITU20	1.00 Units	167.00	\$ 167.00
[AAUP2020-C / 6758] Cargo Drawer, American Aluminum Single Drawer W Basket Utility 20+	1.00 Units	1,144.00	\$ 1,144.00
[11986] Cup Holder, Jotto ABS 4"	1.00 Units	35.00	\$ 35.00
[13031] Arm Rest, Jotto Side Mount Single	1.00 Units	76.00	\$ 76.00
[13382] Console, Jotto Utility 20+ Contour "	1.00 Units	294.00	\$ 294.00
[425-0150/4139 / 6609] Computer Mount, Jotto Mamba W/A-MOD XL Short Clamps	1.00 Units	516.00	\$ 516.00
[06873] Faceplate, Jotto Pathfinder 17 Button	1.00 Units	26.00	\$ 26.00
425-6688 APX REMOTE FACEPLATE	1.00 Units	26.00	\$ 26.00
[4863] Installation, Labor	1.00 Units	1,600.00	\$ 1,600.00
[5013] Misc Installation Supplies	1.00 Units	150.00	\$ 150.00

Total \$ 11,937.00

Payment terms: 30 Days

Customer Notes

Pre-work Signature

Signed By



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<http://www.ondutydepot.us>

Terms & Conditions

To view On Duty Depot's Terms and Conditions, please visit <https://www.ondutydepot.us/terms>. Terms & Conditions may change at any time without prior notice. On Duty Depot is not responsible for damages caused by acts of God or theft/vandalism to vehicles/property left on On Duty Depot's properties and or facilities. By signing below, you the customer, agree to and have read these terms & conditions.

COUNCIL COMMUNICATION

Meeting Date: 08/17/2023

Item Title: Purchase of Body Armor from Gall's LLC

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

Purchase of body armor from Gall's.

Staff Recommendation

Approve the purchase of 100 set of body armor and carriers from Gall's.

Background Information

MPD officers are equipped with body armor which is recommended to be replaced every five years. Currently, there are 100 sets of body armor approaching expiration in the next twelve months. This is part of our normal rotating replacement plan.

Replacements for expiring armor and carriers is available through our current contract with Galls, LLC for a total cost of \$146,180.

Council Priorities Served

Safe and Livable Neighborhoods

Body Armor is an essential law enforcement safety tool.

Fiscal Impact

The cost of this purchase, \$146,180, is funded by the department's FY24 fixed asset budget.

Attachments

1. Agreement for Public Safety Uniforms
2. Quotes from Gall's

Agreement for Public Safety Uniforms

This Agreement is entered into and effective as of the 3rd day of April 2023, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Galls LLC**, a limited liability corporation of the State of Delaware ("Contractor").

This Agreement consists of the following documents:

- This document
- Buyboard's Master Agreement No. 698-23, including Galls National Award Letter, dated February 7, 2023 ("Master Agreement")
- Contractor's Proposal, dated November 8, 2022 ("Contractor's Proposal")
- Any properly executed amendments to this Agreement

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority)
- Second, this Agreement
- Third, the Master Agreement
- Last, the Contractor's Proposal

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the Uniforms from the Master Agreement in accordance with Contractor's (Galls) Proposal. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the Master Agreement throughout the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$50,000 have been approved by City Council
2. **Term.** The agreement term shall run concurrent with the term of the Master Agreement until its expiration on March 31, 2024. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

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

- a. The price for the goods and other items to be provided under this Agreement is set forth in the Master Agreement and the Contractor's Proposal which reflects a purchase price of 15% discount off catalog items. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. Deliveries for in-stock non-embellished items shall be made within 10-14 business days of order to either: 1311 Jones Blvd. Murfreesboro, TN 37129 (Fire Department) or 1004 North Highland Avenue, Murfreesboro, TN 37130 (Police Department). Deliveries for customized items shall be delivered within 60 calendar days of order unless an extension of time is granted by the City.

Fire Department Contact - Attn: Brady Lutton, tel: 615.603.1649 – email: 0672@murfreesborotn.gov

Police Department Contact - Attn: Don Fanning, tel: 629.201.5589 – email: 0273@murfreesborotn.gov

Contacts must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.

- c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Master Agreement.
 - e. All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.
4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.
5. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
6. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.

7. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees (“Expenses”) arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 1. Procure for the City the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

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

If to the Contractor:
Attn: Michael Fadden
Galls LLC
1340 Russell Cave Road
Lexington, KY, 40505

9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
10. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of five full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
11. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
12. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
13. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
14. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
15. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or

statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

- a. **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**
 - b. **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
 - c. **The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.”**
16. **Title VI of the Civil Rights Act of 1964, as amended.** Contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
17. **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.

18. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
19. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
20. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
21. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
22. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
23. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
24. **SAMS.gov Registration and UEI #.** All vendors are required to be registered with SAMS.gov and supply their Unique Entity ID (UEI).
25. **Debarment and Suspension.**
 - a. The City certifies, to the best of its knowledge and belief, that the Selected Contractor:
 - i. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - ii. has not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - iii. is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

- iv. has not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
 - b. The City will provide immediate written notice to the U.S. Department of Treasury or granting authority, if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, the Selected Contractor is excluded or disqualified, or presently falls under any of the prohibitions of sections i-iv.
 - c. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” 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 any Federal department or agency to be:
 - i. Debarred from participation in any federally assisted Award;
 - ii. Suspended from participation in any federally assisted Award;
 - iii. Proposed for debarment from participation in any federally assisted Award;
 - iv. Declared ineligible to participate in any federally assisted Award;
 - v. Voluntarily excluded from participation in any federally assisted Award; or
 - vi. Disqualified from participation in any federally assisted Award.
 - vii. By signing this Agreement, Contractor 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 Contractor 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, as supplemented by 2 CFR Part 1200, throughout the period of the awarded Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contractor shall 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).
27. **Lobbying Certification. (4220.1F.IV.2.a.(4); 49 CFR Part 20).**
- a. Contractors that apply or bid for an award exceeding \$100,000 must file the lobbying certification before the awarding of the contract, and if applicable, a lobbying disclosure from a prospective third party contractor. See, DOT regulations, “New Restrictions on Lobbying” 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352, which implement the Byrd “Anti-Lobbying” Amendment, 31 U.S.C. Section 1352. 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.

- b. The Contractor certifies, to the best of its knowledge and belief, that:
 - i. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Promisor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

28. **Domestic preferences for procurements.** (2 CFR 200.322)

- a. As appropriate and to the extent consistent with law, the Contractor, to the greatest extent practicable, 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 section:
 - i. "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.
 - ii. "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.

29. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

Signatures are on the following page.

IN WITNESS WHEREOF, the parties enter into this agreement as of April 3, 2023 (the "Effective Date").

CITY OF MURFREESBORO, TENNESSEE

DocuSigned by:

By: Sh. M. Farland
Shane McFarland, Mayor

GALLS LLC

DocuSigned by:

By: Michael Eadden
Michael Eadden, Chief Executive Officer

APPROVED AS TO FORM:

DocuSigned by:

Adam F. Tucker
Adam F. Tucker, City Attorney



February 7, 2023

Sent Via Email: brewer-tiffany@galls.com

Tiffany Brewer
Galls, LLC (HUB)
1340 Russell Cave Rd.
Lexington, KY 40505

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 698-23, Public Safety and Firehouse Supplies and Equipment

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2023 through March 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 698-23 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at 800-695-2919.

Sincerely,

A handwritten signature in blue ink that reads "Leigh A. Clover".

Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021





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Responding vendors must read all sections of this Proposal Invitation carefully. Even if your company has submitted proposals on previous BuyBoard proposal invitations, terms and requirements may have changed.

NOTICE OF PROPOSAL INVITATION

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, serves as the Cooperative's administrator. The Cooperative is endorsed by TASB, the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754, and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701.

The Cooperative's contracts for commodities and services are available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative and eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative administrator, provides an online marketplace to the Cooperative known as the BuyBoard which enables members to review available contracts and make purchases of awarded commodities and services electronically.

The Cooperative is soliciting sealed proposals for products, supplies, services and/or equipment as set forth in this Proposal Invitation on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products and services may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative located throughout the United States as further explained in the Proposal Invitation.

Completed sealed proposals for **Proposal No. 698-23 for Public Safety and Firehouse Supplies and Equipment** **must be received on or before 4:00 PM November 10, 2022**, either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**

Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative administrator no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative
Attn: TASB Asst. Division Director, Cooperative Procurement
12007 Research Blvd.
Austin, TX 78759
E-Mail: bids@buyboard.com



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PROPOSAL INVITATION No. 698-23

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INSTRUCTIONS TO PROPOSERS

Electronic Proposal Submission

The Cooperative requests that Vendors submit Proposals electronically in accordance with the instructions herein via the link available on the following website:

- buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option. To the extent a vendor is unable to submit a Proposal electronically through the proposal website, instructions for hard copy submissions are provided below.

Before you submit

- In order to submit a Proposal electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor username and password, you may obtain one by registering at buyboard.com/vendor. ***Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.*** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.
- Vendor is responsible for ensuring it has the technical capability to submit its Proposal via electronic submission.
- Browser requirements can be found at <https://buyboard.ionwave.net/BrowserCompatibility.html>.
- **VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL.** Neither the Cooperative nor the Cooperative administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal Due Date.

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.
- The page will open to the list of "Available Bids."
- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.
- ***Review and follow all instructions on the webpage.***
- **VENDOR INFORMATION** – Select the "Attributes" tab to locate the Vendor Contact Information fields required to be completed and submitted.
 - Vendors must respond to each item by providing the information requested. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- **PROPOSAL SPECIFICATIONS** – Select the "Line Items" tab to locate the Proposal Specifications.
 - Input all required proposal pricing information (discount (%) off catalog/pricelist, line item pricing, hourly labor rates, and/or other related pricing information) as specified.



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- Vendors must respond to each line item by either providing the information requested in the specifications, adding alternates to provide additional information (as necessary), or by indicating no bid. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
 - i. **Manufacturers shall be listed in alphabetical order**
 - ii. **Vendor must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**
- **PROPOSAL DOCUMENTS** - To upload your Proposal documents, select the "Response Attachments" tab and upload a *signed, complete* copy of your Proposal in *searchable PDF format*, including all required proposal documents (Proposal Forms, and any other documents required by the Proposal Invitation). **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**
- **PROPOSAL SUBMISSION** - Select the "Response Submission" tab to submit the Proposal.
 - If an error or multiple errors occur, the system will display the location of the error(s).
 - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). ***Your submission will not be submitted until all errors are corrected.***
 - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.

How to submit hard copy Proposal – Paper copies will NOT be accepted

While the Cooperative requests electronic submission of Proposals through the designated website, any Vendor without the technical capability or wishing to submit a hard copy Proposal may do so in accordance with the following instructions:

- Contact BuyBoard staff at bids@buyboard.com to request a copy of the Proposal Specification Form and other forms not included in this packet in hard copy form **at least five (5) business days prior to the Proposal Due Date.**
- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed Proposal Specification Form, and any other documents required by the Proposal Invitation). The Proposal must be submitted in **electronic, searchable PDF format on a USB flash drive, CD or DVD. Paper copies will NOT be accepted.**
- **The Proposal Specification Form and Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**
 - **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
 - a. **Manufacturers shall be listed in alphabetical order**
 - b. **Vendor must list one specific percentage discount for each manufacturer listed.**
- Any hard copy electronic Proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal Due Date and time:

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759



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VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered in a corrupt or unreadable electronic format.

*Faxed and/or emailed Proposals will **NOT** be accepted.*

REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS IN PROPOSALS

Note: The following instructions set forth the requirements for Vendor catalogs/pricelists submitted with Proposals for proposal evaluation purposes. If awarded a Contract, Vendor may be required to resubmit catalogs/pricelists in the format described in the BuyBoard Technical Requirements as detailed further in the Proposal Invitation.

Electronic catalogs/pricelists must be submitted with Vendor's Proposal in the required format (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered. The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative for evaluation with the Proposal:

Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with **Excel or searchable PDF** preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Below is a sample chart, with examples of data for each field, showing the data fields that Vendors **MUST** include in each submitted pricelist/catalog with the Proposal:

BuyBoard Specification Item No. Category	Part/Item Number	Item Description	MSRP/List Price (before BuyBoard Discount)
1	1234	Desk	\$50.00
2	1235	Chair	\$20.00

The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems to be, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.



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GENERAL INFORMATION

Proposal Invitation No. 698-23 – Public Safety and Firehouse Supplies and Equipment

****Please make sure that you have reviewed and completed all sections of this Proposal Invitation.***

1. Notice of Proposal Invitation and Instructions to Proposers
2. General Information
3. Proposal Forms
4. Proposal Specifications
5. General Terms and Conditions
6. BuyBoard Technical Requirements
7. Additional Terms and Conditions for BuyBoard Self-Reporting

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to solicit sealed Proposals to establish a contract for various types of Public Safety and Firehouse Supplies and Equipment that may be procured by Cooperative members. Because individual members require different equipment, supplies, and/or services, this Proposal Invitation is a request for a discount off of catalog or price list for supplies, materials and equipment and a not-to-exceed labor rate for installation and repairs. Purchases can be made by a Cooperative member at any time during the Contract term. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its Awarded Pricing firm during the Contract term. In the event of price decreases, such price decreases shall be allowed for all products.

TERM OF CONTRACT

The term of this contract will be from April 1, 2023, through March 31, 2024, with two possible one-year renewals.

As set forth in the General Terms and Conditions, an awarded Vendor has no right to or vested interest in contract renewal. The determination as to whether to renew or non-renew any Vendor Contract, in whole or in part, shall be in the sole discretion of the Cooperative.

For purposes of this Proposal Invitation, a Vendor must generate a minimum of \$15,000 through the Contract during an annual contract term or may not be offered a renewal. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations.

VALUE OF CONTRACT

The estimated value of this contract is \$73,230,407; however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either a minimum or maximum amount since usage may be dependent upon multiple factors including Cooperative members' actual needs and available funding.



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SERVICE FEE

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the Awarded Pricing. Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. As set forth in more detail in the General Terms and Conditions, an awarded Vendor will be required to provide the Cooperative with copies and/or reports of all Purchase Orders generated from Vendor's Contract(s) that Vendor receives directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding Cooperative member purchases under any awarded Contract as the Cooperative administrator may require in its reasonable discretion. The Cooperative shall have the right, upon reasonable written notice, to review records of awarded Vendors pertaining to purchases under any awarded Contract to verify purchase activity under the Contract, the accuracy of service fees payable by Vendor, or as otherwise reasonably necessary for the administration of the Contract or when required by law.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

AWARD AND EVALUATION

All information required by this Proposal Invitation, including catalogs/pricelists where required by the Proposal Specifications, must be submitted with the Proposal or your Proposal will be deemed nonresponsive. Responsive Proposals will be evaluated, and any Contracts will be awarded based on the evaluation and award criteria as set out in Section C.2 of the General Terms and Conditions determined to provide best value to Cooperative members.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services.

SPECIAL NOTE REGARDING PURCHASES OF FIREARMS, AMMUNITION AND/OR TACTICAL EQUIPMENT REGULATED BY FEDERAL OR STATE LAW

The individual signing this Proposal acknowledges and understands that sales to end purchasers of firearms, ammunition and/or certain tactical equipment may invoke federal and state laws and regulations regarding such items, and you agree on behalf of Vendor to strictly comply with such laws and regulations in all respects in connection with all sales transactions involving such regulated items. Further, the individual signing this Proposal warrants and affirms that the Cooperative, the Cooperative Administrator, and Cooperative members shall have no duty or responsibility whatsoever in connection with Vendor's duties to comply with all such laws and regulations in the sales of regulated items hereunder; all such responsibility for regulatory compliance in connection with the sales of such items being assumed by you. You acknowledge that you are fully aware of the laws and regulations applicable to the items solicited pursuant to this Proposal Invitation, and to the extent there are changes of existing laws or regulations or new laws or regulations promulgated which affect your responsibilities hereunder during the term of any Contract award under this Proposal Invitation, you will strictly comply with same.



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BUYBOARD WEBSITE AND TECHNICAL REQUIREMENTS

Information on awarded Contracts, including awarded products and services under this Proposal Invitation, will be available to Cooperative members on the online marketplace platform utilized by the Cooperative: the BuyBoard. Vendors should review and confirm Vendor's ability to meet the BuyBoard Technical Requirements contained in Appendix I of this Proposal Invitation. The BuyBoard Technical Requirements may be updated from time to time as set forth in the General Terms and Conditions. To the extent a Vendor is awarded a Contract under this Proposal Invitation but is unable to meet the applicable BuyBoard Technical Requirements and provide the information in the format required by those requirements, Vendor acknowledges that the information available on the BuyBoard for Vendor's awarded products or services may be limited. This may place Vendor at a disadvantage and impact the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services through the BuyBoard website.

To improve and enhance the experience of Cooperative members seeking to procure goods and services, the Cooperative may also, in its sole discretion, provide Vendors with an opportunity to have Vendor's logo, product images, and similar brand and trademark information included in the BuyBoard online marketplace in relation to Awarded Items. Vendors shall review the BuyBoard Vendor Consent for Name Brand Use included with the Proposal Forms in this Proposal Invitation.

PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 Uniform Guidance/EDGAR)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete the EDGAR Vendor Certification Form contained in the Proposal Forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.



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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Public Safety and Firehouse Supplies and Equipment

Proposal Due Date/Opening Date and Time: November 10, 2022, at 4:00 PM

Proposal Invitation Number: 698-23

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Term: April 1, 2023, through March 31, 2024, with two possible one-year renewals.

Anticipated Cooperative Board Meeting Date: February 2023

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Galls, LLC

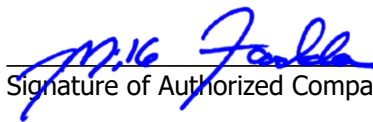
Name of Proposing Company

11/8/2022

Date

1340 Russell Cave Rd.

Street Address


Signature of Authorized Company Official

Lexington, KY 40505

City, State, Zip

Mike Fadden

Printed Name of Authorized Company Official

800-876-4242

Telephone Number of Authorized Company Official

CEO

Position or Title of Authorized Company Official

877-914-2557

Fax Number of Authorized Company Official

20-3545989

Federal ID Number



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PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: MF



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5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- My company is not owned or operated by anyone who has been convicted of a felony.
- My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): N/A

Details of Conviction(s): N/A

Initial: MF

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- I certify that my company is a **Resident Proposer**.
 I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Galls, LLC	1340 Russell Cave Rd.	
Company Name	Address	
Lexington	KY	40505
City	State	Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
 Yes No
- B. What is the prescribed amount or percentage? \$ N/A or N/A %

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- Yes No

Initial: MF



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NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: MF



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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

- I certify that my company has been certified as a HUB in the following categories:
- Minority Owned Business** **Women Owned Business**
 Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

Certification Number: _____

Name of Certifying Agency: _____

- My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

N/A

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: WGF



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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: MF



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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: _____



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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

N/A

(Attach additional sheets if needed.)

Initial: MF



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B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

- NO**, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.
- YES**, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: N/A

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: MF



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EDGAR VENDOR CERTIFICATION (2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.



YES, I agree.



NO, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.



YES, I agree.



NO, I do not agree.

Initial: MF



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3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

YES, I agree.

NO, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to 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, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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.

YES, I agree.

NO, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

YES, I agree.

NO, I do not agree.

Initial: MF



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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's 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 or 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.

Vendor agrees to comply with the above requirements when applicable.

YES, I agree. **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

YES, I agree. **NO**, I do not agree.

8. Debarment and Suspension:

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 government-wide 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 1966 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

YES, I agree. **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

YES, I agree. **NO**, I do not agree.

Initial: MF



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10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. 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.

YES, I agree. NO, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

YES, I agree. NO, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

YES, I agree. NO, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

YES, I agree. NO, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

YES, I agree. NO, I do not agree.

Initial: MF



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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Galls, LLC

Company Name

A handwritten signature in blue ink that reads "Mike Fadden".

Signature of Authorized Company Official

Mike Fadden, CEO

Printed Name and Title

11/8/2022

Date



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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement (*Vendors serving outside Texas only*)
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases (*Optional*)

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: Galls, LLC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business: Individual/Sole Proprietor Corporation Limited Liability Company Partnership

Other (Specify: _____)

State of Incorporation (if applicable): Delaware

Federal Employer Identification Number: 20-3545989
(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

- Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$^{3mm} _____. (The period of the 12-month period is 11/8/2021 / 11/7/2022). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
- By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
- Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	Y	N/A	Law Enforcement Supplies
2. T-PASS (State of Texas)	N	N/A	N/A
3. OMNIA Partners	N	N/A	N/A
4. Sourcwell (NJPA)	Y	N/A	Body Armor and Related Accessories
5. E&I Cooperative	N	N/A	N/A
6. Houston-Galveston Area Council (HGAC)	N	N/A	N/A
7. Choice Partners	N	N/A	N/A
8. The Interlocal Purchasing System (TIPS)	N	N/A	N/A
9. Other	N	N/A	N/A

MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 15

Proposed Discount (%): 15

Explanation: N/A



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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

<u>Entity Name</u>	<u>Contact</u>	<u>Phone#</u>	<u>Email Address</u>	<u>Discount</u>	<u>Quantity/ Volume</u>
1. Miami Police Department,	Richard McLaren,	305-416-1958,	\$1MM	Approximate	Annual Value
2. Dallas Police Department,	Kimberly Brewer,	214-671-3769,	\$650k	Approximate	Annual Value
3. San Antonio Fire Department,	Joe Arrington,	210-207-4926,	\$700k	Approximate	Annual Value
4. Minneapolis Metro Transit,	Steve McLaird,	612-349-7572,	\$500k	Approximate	Annual Value
5. Orange County Sheriff's Uniforms,	Ken Lewis,	321-229-8151,	\$100k	Approximate	Annual Value

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? YES NO If YES, please explain:

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)



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TEXAS REGIONAL SERVICE DESIGNATION

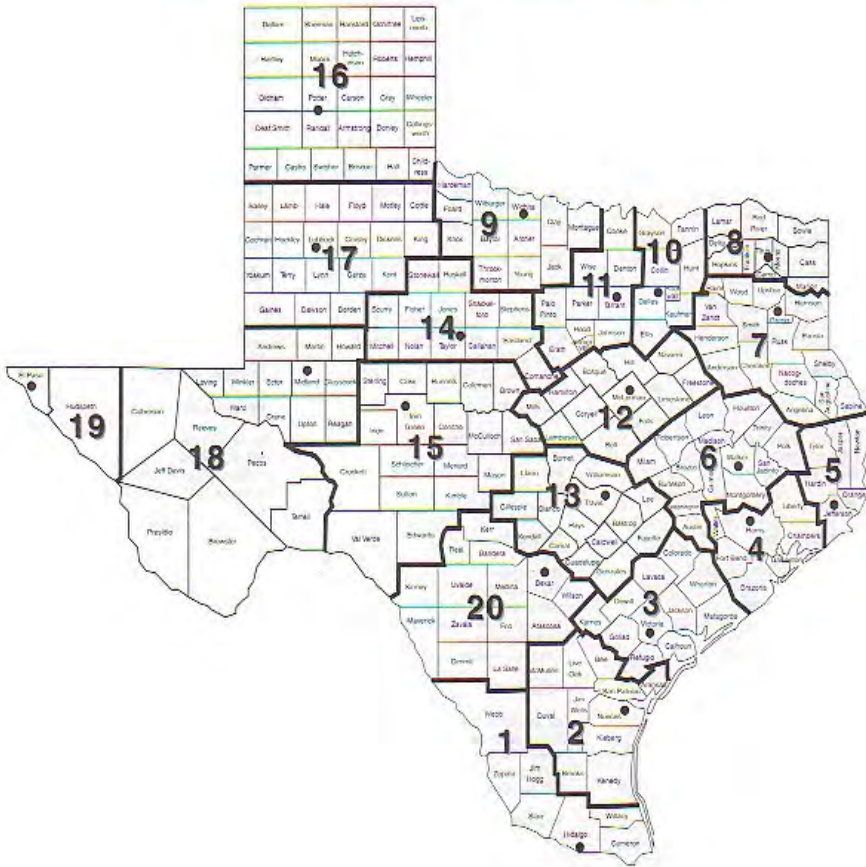
This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.)** *By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.* Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers

Region and Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio





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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.)** ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana

Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Galls, LLC

Name of Vendor



Signature of Authorized Company Official

698-23

Proposal Invitation Number

Mike Fadden, CEO

Printed Name of Authorized Company Official

11/8/2022

Date



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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name Designated Dealer Contact Person

Designated Dealer Address

City State Zip

Phone Number Fax Number

Email address Designated Dealer Tax ID Number* (***attach W-9**)



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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

55 years

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

As the nation's largest supplier of Public Safety Uniforms and Equipment, Galls has unmatched resources that can be applied to any needs of the Cooperative. Galls has more than 1500 employees, and we can leverage each of them to complete the work required for the BuyBoard customers. Galls has three dedicated distribution centers, more than 60 local branches, and is the leading distributor for more than 1600 suppliers.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.

See attached



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4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Galls generates around \$535 million in annual sales and services approximately 68% of all public safety agencies annually. Galls is an accredited member of Dun & Bradstreet's DUNS system, and projects to continue its strong credit and solvency rating. Neither Galls nor any of its ownership or officers have been a party to a bankruptcy, receivership, or insolvency in the past 7 years.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

Galls does not have any outstanding defaults or financial judgments.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

1. Contract 530-4-26-17 with the North Dakota Department of Corrections and Rehabilitation was terminated for cause on or about November 27, 2017,

for what the customer alleges were delivery delays and minor quality issues. Galls has since had a successful relationship with the State of North Dakota.

Contract 20-40 with the Henry County Fire Department, GA was terminated on December 31, 2020, for service issues related to delivery, website, and ordering delays caused by COVID.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

Galls has been charged with misdemeanor violations of certain provisions of the California Business and Professions Code State of California (The People of the State of California v. Galls , Case #7VW0465501, Los Angeles County - Superior Court, CA).

During a routine inspection conducted on June 5, 2017, by the California Department of Agriculture, Division of Weights and Measures, (2) items in a branch location were incorrectly scanned resulting in an overcharge of \$6.54. The matter resolved among the parties on or before November 30, 2017.



N/A

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: _____

Signature of Vendor Authorized Representative

Printed Name: _____

Title: _____

Date: _____

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____



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PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Section I: Public Safety Supplies and Equipment

1. Discount (%) off catalog/pricelist for **Firearms and Ammunition.**
2. Discount (%) off catalog/pricelist for **Tactical Equipment.**
3. Discount (%) off catalog/pricelist for **Night Sticks and Batons.**
4. Discount (%) off catalog/pricelist for **Riot Equipment/Body Armor.**
5. Discount (%) off catalog/pricelist for **Public Safety Vehicle Equipment and Related Accessories.**
6. Discount (%) off catalog/pricelist for **Tear Gas/Mace and Related Items.**
7. Discount (%) off catalog/pricelist for **Night Vision and Infrared Equipment.**
8. Discount (%) off catalog/pricelist for **Thermal Imaging Equipment and Products.**
9. Discount (%) off catalog/pricelist for **Flashlights, Batteries, and Related Items.**
10. Discount (%) off catalog/pricelist for **Electronic Stand-up Vehicles (ESV).**
11. Discount (%) off catalog/pricelist for **All Types of Public Safety Patrol Bicycles, Supplies and Related Accessories.**
12. Discount (%) off catalog/pricelist for **Public Safety Rescue Equipment.**
13. Discount (%) off catalog/pricelist for **Handcuffs and Restraints.**
14. Discount (%) off catalog/pricelist for **Scopes and Binoculars.**
15. Discount (%) off catalog/pricelist for **Alcohol and Drug Testing Products and Related Services.**
16. Discount (%) off catalog/pricelist for **Law Enforcement Training Targets.**
17. Discount (%) off catalog/pricelist for **Fingerprint Equipment and Supplies.**
18. Discount (%) off catalog/pricelist for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories).
19. Discount (%) off catalog/pricelist for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.**
20. Discount (%) off catalog/pricelist for **Weather Monitoring Systems.**
21. Discount (%) off catalog/pricelist for **Red Light Monitoring Systems.**
22. Discount (%) off catalog/pricelist for **Speed Enforcement Equipment.**
23. Discount (%) off catalog/pricelist for **Public Safety Life Preserver and Related Items.**
24. Discount (%) off catalog/pricelist for **Emergency Radio Dispatch Consoles and related items.**
25. Discount (%) off catalog/pricelist for **Safety and Security Window Film Products.**
26. Discount (%) off catalog/pricelist for **Gunshot and Threat Detection Products and Systems.**
27. Discount (%) off catalog/pricelist for **All Types Security Access Doors and related accessories** (accordion, roll up, wood fold, flat lead post, narrow lead post, and curved).
28. Discount (%) off catalog/pricelist for **All Other Public Safety Products and Equipment.**
29. Discount (%) off catalog/pricelist for **Public Safety Equipment Repair Parts.**
30. Discount (%) off catalog/pricelist for **Public Safety Equipment and Products Maintenance/Warranty Agreements.**

Section II: Firehouse Supplies and Equipment

31. Discount (%) off catalog/pricelist for **Breathing Apparatus.**



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32. Discount (%) off catalog/pricelist for **Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags.**
33. Discount (%) off catalog/pricelist for **Turnout Gear.**
34. Discount (%) off catalog/pricelist for **Nomex Station Uniforms.**
35. Discount (%) off catalog/pricelist for **Communication Devices and Systems.**
36. Discount (%) off catalog/pricelist for **EMS Supplies and Equipment.**
37. Discount (%) off catalog/pricelist for **Portable Lighting Equipment.**
38. Discount (%) off catalog/pricelist for **Vehicle Light Bars, Sirens, and Speakers.**
39. Discount (%) off catalog/pricelist for **Fire Extrication Rescue Equipment.**
40. Discount (%) off catalog/pricelist for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.**
41. Discount (%) off catalog/pricelist for **Gas Detection Devices, Cameras, and Systems.**
42. Discount (%) off catalog/pricelist for **Fire Hose and Nozzles.**
43. Discount (%) off catalog/pricelist for **Fire Extinguishers and Fire Fighting Foam.**
44. Discount (%) off catalog/pricelist for **Fire Hose Hydrostatic Testing Services.**
45. Discount (%) off catalog/pricelist for **Fire Fighting Training Materials and Equipment.**
46. Discount (%) off catalog/pricelist for **Optical Emergency Traffic Pre-Emption Supplies and Equipment.**
47. Discount (%) off catalog/pricelist for **All Other Firehouse Equipment and Supplies.**
48. Discount (%) off catalog/pricelist for **Firehouse Equipment Repair Parts.**
49. Discount (%) off catalog/pricelist for **Firehouse Equipment and Products Safety Maintenance/Warranty Agreements.**

Section III: Installation and Repair Service

50. **Hourly Labor Rate for Installation/Repair Service of Public Safety Equipment and Products - Not to Exceed** hourly labor rate for Installation/Repair Service of Public Safety Equipment and Products.
51. **Hourly Labor Rate for Installation/Repair Service of Firehouse Equipment and Products - Not to Exceed** hourly labor rate for Installation/Repair Service of Firehouse Equipment and Products.



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

- Reviewed/Completed: **Proposal Acknowledgements**
- Reviewed/Completed: **Felony Conviction Disclosure**
- Reviewed/Completed: **Resident/Nonresident Certification**
- Reviewed/Completed: **Debarment Certification**
- Reviewed/Completed: **Vendor Employment Certification**
- Reviewed/Completed: **No Boycott Verification**
- Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- Reviewed/Completed: **Historically Underutilized Business Certification**
- Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
- Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
- Reviewed/Completed: **Deviation and Compliance**
- Reviewed/Completed: **Vendor Consent for Name Brand Use**
- Reviewed/Completed: **Confidential/Proprietary Information**
- Reviewed/Completed: **EDGAR Vendor Certification**
- Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- Reviewed/Completed: **Vendor Business Name**
- Reviewed/Completed: **Vendor Contact Information** *(complete in electronic proposal submission system)*
- Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
- Reviewed/Completed: **Governmental References**
- Reviewed/Completed: **Company Profile**
- Reviewed/Completed: **Texas Regional Service Designation** *(complete in electronic proposal submission system)*
- Reviewed/Completed: **State Service Designation** *(complete in electronic proposal submission system)*
- Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
- Reviewed/Completed: **Local/Authorized Seller Listings**
- Reviewed/Completed: **Manufacturer Dealer Designation**
- Reviewed/Completed: **Proposal Invitation Questionnaire**
- Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

- Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*



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GENERAL TERMS AND CONDITIONS

A. General Provisions

1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation. These Terms and Conditions are an integral part of any Contract which is awarded or Purchase Order which is issued in association with this Proposal Invitation.

2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award, and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

"Awarded Items" has the meaning set for in section E.3 of the Terms and Conditions.

"Awarded Pricing" has the meaning set forth in section E.4 of the Terms and Conditions.

"BuyBoard®," "the BuyBoard," or "BuyBoard website" means the internet-based electronic commerce technology provided by the Cooperative Administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

"BuyBoard Administrator" or "Cooperative Administrator" means the Texas Association of School Boards, Inc. (TASB), 12007 Research Blvd, Austin, Texas 78759.

"Contract" means the contract between the Cooperative and a successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Vendor's Proposal, and is comprised collectively of the following:

- (a) This Proposal Invitation;
- (b) Vendor's Proposal;
- (c) Notice of Award issued to Vendor by the Cooperative; and
- (d) Purchase Order between a Cooperative member and Vendor, and any additional terms, conditions, or instructions agreed to by Vendor and a Cooperative member that are consistent with these Terms and Conditions. (A Purchase Order between a Cooperative member and Vendor shall be deemed part of the Contract for the specific Cooperative member purchase only and for determination of the Service Fee as set forth in these Terms and Conditions. Purchase Order terms, including additional or supplemental terms, conditions, or instructions agreed to between a Vendor and a Cooperative member where permitted by these Terms and Conditions shall apply between the Cooperative member and Vendor as to the specific Cooperative member purchase only but shall not alter or affect the Terms and Conditions of the Contract as between the Cooperative in its own right and Vendor.)



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“Cooperative” means The Local Government Purchasing Cooperative (which may also be referred to as “Texas Cooperative” herein), including when acting by and through the Cooperative Administrator, unless a distinction is made otherwise.

“Cooperative member” or **“member”** means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, “Cooperative member” as used in these Terms and Conditions may include the Cooperative administrator’s non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

“Goods” or **“Products”** (which terms are used interchangeably) means the goods, products, equipment or other commodities and/or services that are the subject of this Proposal Invitation.

“Proposal Invitation” means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, appendices, and addenda.

“Proposal” means Proposer’s complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly submitted by Proposer’s duly authorized representative.

“Proposal Due Date” means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

“Proposer” or **“Vendor”** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a Contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, “you”, “your”, “I” or “my” refer to Proposer or Vendor, as applicable.)

“Purchase Order” means a Cooperative member’s fiscal form or other instrument which is used in making a purchase from Vendor under a Contract. A Purchase Order may include a written or electronic purchase order, record of an online order, record of a purchasing card (P card) purchase, or any other record or instrument used by a Cooperative member to document a Cooperative member’s authorized commitment to purchase awarded goods or services from a Vendor under a Contract.

“Vendor Invoice” means Vendor’s billing form or other instrument, written or electronic, documenting charges for goods or services delivered to the Cooperative member under a Purchase Order under a Contract.

B. Proposal Requirements

1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as any approved brands and/or models listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.



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In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as approved brands and/or models, especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified approved brand and/or model, Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than approved brands and/or models. If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification, and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded**, except as provided for in section E.8 (Product Updates and Substitutions) of these Terms and Conditions.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

NOTE: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the Cooperative Administrator of the error in writing at bids@buyboard.com immediately, but in no event later than the 10th business day before the Proposal Due Date.

2. Proposal Pricing

Pricing must be provided in the form required by the specifications and in accordance with the Proposal Invitation.

Unless otherwise provided in the specifications, if the specifications require "Line Item" or unit pricing, the Proposal must include a specific not-to-exceed price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions.

Unless otherwise provided in the specifications, if the specifications require "discount from catalog" or "discount from pricelist" pricing, Proposer must quote the discount percentage to be applied to all items in each published catalog or pricelist included in the Proposal. Proposer must submit each catalog or published pricelist proposed with the Proposal in electronic format and in accordance with the requirements of the Proposal Invitation. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

For installation, repair, and other services or labor, the specifications may require not-to-exceed labor rates or coefficient to be applied to a unit cost book. Proposers must provide pricing in the form required by the specifications and note any deviations in accordance with B.4 (Deviations from Item Specifications or General Terms and Conditions).



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Proposer's pricing must be equal to or better than pricing Proposer offers other similarly situated customers under similar circumstances, including those offered to other purchasing cooperatives. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

- (a) A "cost plus" Proposal will not be accepted;
- (b) Proposer will not include freight, transportation and delivery charges or costs, or sales tax in Proposal pricing. (Freight, transportation and delivery charges, if applicable, are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
- (c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
- (d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

If Vendor is awarded a Contract, updates to pricing during the Contract term shall only be permitted in accordance with the requirements of section E.4 (Awarded Pricing) of these Terms and Conditions. Discount percentages off catalogs or pricelists must remain firm for the full Contract term.

3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including, for all tangible goods included in this Proposal Invitation, containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

4. Deviations from Item Specifications or General Terms and Conditions

Other than a deviation submitted in writing with the Proposal and accepted by the Cooperative, the Cooperative will hold Vendor accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written. (For requirements for ancillary agreements between Cooperative members and Vendors for specific purchases, see section D.2 (Applicable Terms and Conditions; Ancillary Agreements).)

Vendor must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal on the Deviation and Compliance form (or an attachment thereto) at the time the Proposal is submitted. Deviations must be specific to these Terms and Conditions or the item specifications and clearly identify the specific section or item to which the deviation applies. The Cooperative shall not be deemed to have accepted, and a Contract shall not be subject to, any term or condition included in Vendor's Proposal which differs from these Terms and Conditions unless Vendor has specifically identified the deviation on the Deviation and Compliance form and the deviation is accepted by the Cooperative.

The submission of a deviation or deviations may place Vendor at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).



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The following Terms and Conditions are not subject to deviation. Any attempted deviation by Vendor to such Terms and Conditions, whether directly or indirectly, shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

- (a) Section B.9, Requirements of the Texas Public Information Act; Confidential Information;
- (b) Section B.12, Certifications;
- (c) Section D.2, Applicable Terms and Conditions; Ancillary Agreements;
- (d) Section E.6.b, Payments;
- (e) Section E.11, BuyBoard Vendor Information and Reporting of Cooperative Member Purchases
- (f) Section E.12, Service Fee;
- (g) Section E.13, Disclaimer of Warranty and Limitation of Liability;
- (h) Section E.14, Sales Tax;
- (i) Section E.15, Use of BuyBoard Logo and Trade Name;
- (j) Section E.16, Indemnification;
- (k) Section E.17, Intellectual Property Infringement;
- (l) Section E.18, Remedies for Default and Termination of Contract;
- (m) Section E.19, Force Majeure;
- (n) Section F., Miscellaneous, including all subsections (F.1-F.12) thereto.

Further, any deviation by Vendor which, directly or indirectly, seeks to add terms or requirements substantively similar to the following shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

- (a) Any deviation seeking to supersede these Terms and Conditions with Vendor's own agreement form, standard agreement, or terms and conditions;
- (b) Any deviation seeking to require the Cooperative, Cooperative Administrator, or any Cooperative member to indemnify or hold harmless Vendor.

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Vendor(s) regarding any submitted deviation(s), consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by written addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative, by and through the Cooperative Administrator, is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Vendor's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Vendor must acknowledge each addendum in accordance with the instructions accompanying the addendum.

6. Samples

For any commodities included in this Proposal Invitation, the Cooperative, by and through the Cooperative Administrator, or Cooperative member may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, Cooperative Administrator, or requesting Cooperative member, as applicable. The Cooperative Administrator or requesting Cooperative member must receive the sample within such reasonable specified time as requested. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Vendor's name. Vendor's failure to submit a sample when requested will result in the product in question not being considered for award to Vendor.



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The Cooperative Administrator or Cooperative member may retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing and if Vendor has included a written return request with a submitted sample, the Cooperative Administrator or Cooperative member will return samples to Vendor at Vendor's expense. Notwithstanding the foregoing, the Cooperative Administrator or Cooperative member may permanently retain samples submitted by awarded Vendors for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. Neither the Cooperative, the Cooperative Administrator, nor a requesting Cooperative member will be liable for samples that are damaged, destroyed or consumed during examination or testing.

7. Proposal on All or Certain Items; Service Regions

Unless otherwise specified, Vendor may propose on any or all items. Vendor should answer all questions related to each item on which Vendor wishes to propose and indicate "No Bid" for those items on which Vendor does not wish to propose. Failure to complete any item in the specifications will be deemed a no bid on that item. The Cooperative will consider items individually and make awards on each item independently, except for related items for which compatibility will be an element of consideration. In such cases, small groups of items may be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal. **A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal shall be an event of default and subject to all remedies up to and including termination of Vendor's Contract.**

8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Vendor must be willing to accept a partial award for any combination of the items or services proposed and must be willing to share the business with any other successful Proposers.

9. Requirements of the Texas Public Information Act; Confidential Information

(a) Vendor Compliance.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Proposal Invitation and any awarded Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Pursuant to Texas Government Code Sections 552.371 and 552.372, to the extent the Contract or any Purchase Order thereunder has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by a governmental body or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by a governmental body in a fiscal year of the governmental body, Vendor shall:

- 1) preserve all contracting information, as defined in Texas Government Code Section 552.003(7) ("Contracting Information"), related to the Contract or any Cooperative member Purchase Order thereunder as provided by the records retention requirements applicable to the governmental body for the duration of the Contract (including any Purchase Order thereunder);
- 2) promptly provide to the Cooperative or Cooperative member, as applicable, any Contracting Information related to the Contract that is in the custody or possession of Vendor on request of the Cooperative or Cooperative member; and



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- 3) on completion of the Contract (including any Purchase Order thereunder), either:
- (A) provide at no cost to the Cooperative or Cooperative member, as applicable, all Contracting Information related to the Contract (including any Purchase Order) that is in the custody or possession of Vendor; or
 - (B) preserve the Contracting Information related to the Contract (including any Purchase Order thereunder) as provided by the record retention requirements applicable to the Cooperative or Cooperative member, as applicable.

The Cooperative may not accept a Proposal or award a Contract to a Vendor that the Cooperative has determined has knowingly or intentionally failed to comply with Texas Government Code Chapter 552, Subchapter J, in a previous Proposal or Contract unless the Cooperative determines and documents that Vendor has taken adequate steps to ensure future compliance with the requirements of said Subchapter.

(b) Confidential/Proprietary Information.

Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. Further, for any other information provided by Vendor to the Cooperative after Contract award (updated catalogs or pricelists, Vendor information, etc.), Vendor shall clearly mark and identify any information that Vendor considers proprietary or confidential. The Cooperative will treat such information as confidential only to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.

If Vendor fails to properly identify information that the Vendor considers proprietary or confidential, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. **The Cooperative and its Administrator will not be responsible for Vendor's failure to clearly identify information Vendor considers confidential or proprietary.** Vendor may be notified of a third-party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential when required by the Texas Public Information Act or similar disclosure law.

By submitting a Proposal, Vendor acknowledges that the Cooperative and the Cooperative Administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

10. Certain Professional Services Excluded

Neither this Proposal Invitation nor any Contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

11. Withdrawal or Modification of Proposal

Vendor may withdraw or modify a submitted Proposal **prior to the Proposal Due Date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

Electronic Proposals Submissions: A Proposal submitted electronically through a website designated by the Cooperative for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Vendor's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.



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Hard Copy Submissions: If a Vendor submitted a Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative Administrator to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Vendor's behalf and indicate the individual's title. If the Cooperative Administrator has any question or doubt regarding Vendor's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative Administrator, decides to allow the withdrawal, Vendor's duly authorized representative may be required to complete and sign a written receipt satisfactory to the Cooperative Administrator before the proposal will be released. The decision of the Cooperative Administrator relating to matters concerning withdrawal of a Proposal is final.

A Vendor may resubmit a withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Vendor resubmits a Proposal that was withdrawn and makes any change to any document in the Proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Vendor will be deemed to have authorized such change.

Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative) at the Proposal Due Date and time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Vendor after the Proposal Due Date and time specified in this Proposal Invitation. However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

12. Certifications

The Proposer's Acceptance and Agreement and Proposal Acknowledgements forms, which are fundamental to and incorporated into this Proposal Invitation, require Vendor to certify to certain matters. Pursuant to and in accordance with such forms, and in addition to the matters set forth therein, Vendor certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

(a) Non-Collusion Certification

Vendor agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Vendor's Proposal or, if the violation is revealed after Contract award, any remedies allowed by law or the Contract including termination of Vendor's Contract:

- 1) Neither Vendor nor any business entity represented by Vendor has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;
- 2) The Proposal has been arrived at independently and is submitted without collusion with any other Vendor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
- 3) Vendor has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
- 4) Neither Vendor, nor any business entity represented by Vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
- 5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.



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(b) Certification Regarding Ethics, Fair Competition, and Other Matters

Vendor agrees and certifies to the following:

- 1) Vendor has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
- 2) Vendor has a high degree of integrity and business ethics, and a satisfactory record of performance;
- 3) Vendor is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
- 4) Vendor has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Vendor would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Vendor will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
- 5) Vendor has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;
- 6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Vendor's similarly situated customers under similar circumstances, including those offered through other purchasing cooperatives;
- 7) All pricing offered in the Proposal is and will remain fair and reasonable considering general market pricing for similar goods or services. Vendor has not and will not seek to engage in price gouging or price manipulation including, but not limited to, submitting artificially low pricing in pricelists, catalogs, or other pricing submitted with the Proposal or quotes to Cooperative members in an attempt to secure a Contract or Purchase Order and subsequently attempting to increase such proposed pricing citing market pricing;
- 8) The products and services offered in the Proposal represent the full and complete products and services Vendor seeks to provide if awarded a Contract. If awarded, except as permitted by Section E.8 (Product Updates and Substitutions) of the Terms and Conditions, Vendor will be limited to awarded products and services included in the Proposal and will not seek to sell non-awarded items using the Contract.
- 9) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Vendor will continue to comply with any applicable federal, state, and local laws related to Vendor's activities in connection with the Contract;
- 10) Vendor will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;
- 11) Vendor will maintain, at Vendor's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
- 12) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Vendor to removal from all proposal lists, and possible criminal prosecution.

13. Proposal Signatures

Vendor must submit its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Vendor execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Vendor. A facsimile or electronic signature will be deemed an original.



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14. No Reimbursement

Vendor understands and acknowledges the Cooperative will not reimburse or pay Vendor for any expenses Vendor incurs in preparing its Proposal or providing additional information required in connection with the Proposal.

C. Proposal Evaluation

1. General

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

2. Best Value Criteria

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competitiveness	45
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	15
5	Capability of Servicing Cooperative Members	5
6	Any other relevant factor or requirement listed in this Proposal Invitation	5
TOTAL		100

The Cooperative's evaluation may include Vendor's responses to the forms and other attachments or information included with a Proposal or associated with this Proposal Invitation, including but not limited to Vendor's responses to the Proposal Invitation Questionnaire, as well as any other information at its disposal deemed relevant by the Cooperative in its sole discretion. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative seeks to make competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients and can provide best value to Cooperative members. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable, including by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

In regard to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.



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The Proposal Invitation may also require Proposers to provide certain information in the Proposal Forms for which the Cooperative does not evaluate the Proposer's responses as part of the award criteria set out in this Section C.2. The Cooperative requests such information because it may be relevant to federal, state or local procurement law or other requirements that apply to various Cooperative members. (Cooperative members may also require and request Vendors provide additional certifications and information to meet the Cooperative member's specific procurement requirements prior to making purchases under an awarded Contract.) This information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

- (a) Resident/Nonresident Certification;
- (b) Vendor Employment Certification;
- (c) Historically Underutilized Business Certification
- (d) EDGAR Vendor Certification.

3. Cooperative Board Decision

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety or may reject any part of a Proposal without affecting the remainder of that Proposal and may award individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means and information at the collective disposal of the Cooperative, Cooperative Administrator, and Cooperative members to evaluate Proposals. The final decision as to the best overall offer(s), including as to pricing and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, which is available from the Cooperative Administrator upon written request. Pursuant to the Board's protest procedure policy, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth business day before the Proposal opening date, and a protest challenging an award decision, including proposal evaluations, no later than 5:00 p.m. CST the fifth business day after the award is posted on the BuyBoard vendor website.

D. Contract Award

1. Notice of Award and Related Matters

A Proposal is an offer by Vendor to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to a successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract may then be utilized by a Cooperative member by the member issuing a Purchase Order for the awarded products or services. Vendor must honor all Purchase Orders issued by Cooperative members during the Contract term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the Awarded Pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases), all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member. As provided for in detail in section E.11(c) (Vendor Invoices), Vendor must provide copies of Vendor Invoices for Cooperative member purchases to the Cooperative Administrator.



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2. Applicable Terms and Conditions; Ancillary Agreements

By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply, subject to any deviations properly submitted by Proposer and **approved by the Cooperative** in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions). Following award, Vendor shall not seek to impose on a Cooperative member additional terms, conditions, or ancillary agreements that are inconsistent with, or intended to supersede, the Contract Terms and Conditions. Further, Cooperative members and Vendors do not have the authority to modify these Terms and Conditions.

However, nothing herein shall prevent the Cooperative member and Vendor from negotiating additional ancillary terms applicable to a specific purchase or purchases, consistent with the requirements of these Terms and Conditions, including but not limited to:

- (a) Detailed product or service requirements for the specific Cooperative member purchase;
- (b) Product delivery times and requirements for the specific Cooperative member purchase;
- (c) Performance and/or payment bonds from Vendor as may be required by law or policy or deemed necessary or appropriate by the Cooperative member;
- (d) Requirements for Vendor to carry and provide proof of insurance as may be required by law or policy or as deemed necessary or appropriate by the Cooperative member;
- (e) Requirements for background checks at Vendor's expense on Vendor employees who will have direct contact with students or staff, or for other reasons;
- (f) Other requirements applicable to the purchase as may be required by law, local policy, or deemed necessary or appropriate by the Cooperative member.

Any ancillary terms between a Cooperative member and Vendor must be in writing and signed by a representative of the Cooperative member with all necessary authority to accept the agreement and bind the Cooperative member. All risk of confirming proper authority shall lie with Vendor.

By submitting a Proposal, Vendor understands and acknowledges that Cooperative members are governmental entities, and any provision in any ancillary agreement which requires the Cooperative member to indemnify or hold harmless Vendor, or any other provision not allowed by the laws applicable to the purchasing Cooperative member, shall be void and of no effect. Vendor further acknowledges and agrees that, notwithstanding anything in any ancillary agreement, including a product warranty, to the contrary, the laws applicable to such agreement shall be the laws of the state in which the Cooperative member is located. This provision supersedes any provision in any ancillary agreement to the contrary.

Any attempt by Vendor to deviate from this section in Vendor's Proposal shall be deemed rejected. Further, any attempt by an awarded Vendor to impose terms and conditions on a Cooperative member that are inconsistent with the requirements of this section shall be an event of default under the Contract and subject to all remedies up to and including termination of Vendor's Contract.

Nothing in any ancillary agreement between a Cooperative member and Vendor shall affect the Terms and Conditions of the Contract as between the Cooperative and Vendor.

3. Piggyback Contract and Other Entity Clause

It is the Cooperative's intent that other governmental entities throughout the United States, as well as the administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.



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E. Contract Performance

1. Contract Term

(a) Term. The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two additional one-year terms as provided for in this section E.1. In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month-to-month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the Awarded Pricing does not increase during such extension. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

(b) Survival. The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order issued during the Contract term and afterwards with respect to any Purchase Order or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended. This includes, but is not limited to, the Vendor's obligations to pay to the Cooperative all applicable service fees as required by section E.12 (Service Fees) of these Terms and Conditions for such Purchase Orders.

(c) Renewals. Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal) and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance (including, but not limited to, compliance with the Terms and Conditions), and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor. Vendor must promptly, and before the start of the renewal term, notify the Cooperative in writing if Vendor does not accept a renewal offered by the Cooperative or Vendor will have been deemed to have accepted the renewal.

2. Prevailing Wages, Bonding and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon and/or state or local law, including but not limited to Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including but not limited to Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member.

Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

3. Awarded Items Only May Be Sold; Conformity to Item Specifications

If awarded a Contract, Vendor may only offer under the Contract those products and services included in Vendor's Proposal and awarded to Vendor by the Cooperative ("Awarded Items"). For awards based on catalogs or pricelists, Awarded Items shall include only those items within the specification category or categories awarded to Vendor that were included in the catalog(s) or pricelist(s) submitted with Vendor's Proposal or as updated when and if permitted



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by section E.8 (Product Updates and Substitutions). Any attempt by Vendor to sell items other than Awarded Items under the Contract shall be an event of default under the Contract.

Vendor warrants that the Awarded Items Vendor provides under the Contract will conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and will be free from all defects in material, workmanship and title. Vendor further warrants that (i) Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, and/or licenses necessary for lawful performance of Vendor's obligations under the Contract; (ii) Vendor will comply with all applicable state, federal and local laws, rules, and regulations in regard to Awarded Items, and (iii) all Awarded Items provided under the Contract meet all applicable legal standards and requirements, including OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If Vendor provides a product that does not conform to an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the Purchase Order, at no cost or penalty to the member.

If Awarded Items include chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

4. Awarded Pricing

Awarded pricing shall be based on the line item or unit pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation, submitted in Vendor's Proposal, and approved by the Cooperative ("Awarded Pricing"). Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold Awarded Pricing firm during the Contract term.

(a) Price Increases

Except as expressly permitted by these Terms and Conditions, Vendor has no contractual right to make price increases during the Contract term. The Cooperative reserves the right to reject any or all price increases it deems not representing best value to Cooperative members.

1) Line Item/Unit Pricing

Unless otherwise provided in the Proposal Invitation, for awards based on not-to-exceed line item or unit pricing, Vendor may submit updated pricing reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

- (A) No price increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award.
- (B) Unless otherwise provided in the Proposal Invitation or approved by the Cooperative Administrator in writing, Vendor shall be required to keep the Awarded Pricing firm for the first year of the Contract Term; thereafter, Vendor may submit updated pricing no more frequently than annually for each subsequent year of the Contract Term.
- (C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
- (D) Information on price increases must be provided in such format as may reasonably be required by the Cooperative Administrator;
- (E) All price increases must be supported by manufacturer price changes or similar market changes; and
- (F) Updated pricing must be limited to Awarded Items or the updated pricing may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to included non-awarded items in updated pricing as an attempt to sell non-awarded items which is an event of default under the Contract.



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2) Discount Off Catalog or Pricelist

For awards based on discount off catalog or pricelist, Vendor shall hold all awarded discount percentages firm during the Contract term. However, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

- (A) No catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted between the time of Vendor's Proposal submission and Contract award;
- (B) Following Contract award, Vendor may submit updated pricelists or catalogs to the BuyBoard no more frequently than 180 days from the date of Vendor's last pricelist or catalog unless otherwise provided in the Proposal invitation or otherwise approved by the Cooperative Administrator in writing;
- (C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
- (D) Pricelists or catalogs must be provided in such format as may reasonably be required by the Cooperative Administrator;
- (E) All price increases must be supported by manufacturer price changes or similar market changes; and
- (F) Updated pricelists or catalogs must be limited to Awarded Items or the pricelist/catalog may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to include non-awarded items in updated pricelists/catalogs as an attempt to sell non-awarded items which is an event of default under the Contract.

3) Labor Rates

Unless otherwise provided in the Proposal Invitation, for Awarded Pricing based on not to exceed hourly labor rates, Vendor may not increase Awarded Pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed support higher rates. In such event, the Vendor must notify the Cooperative and, upon request, promptly provide such documentation as the Cooperative may require to support the requested labor rate increase. Unless required by law, no rate increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award. Following Contract award, Vendor may submit updated labor rates no more frequently than 180 days from Vendors last hourly labor rate submission unless otherwise provided in the Proposal Invitation, otherwise approved by the Cooperative administrator in writing, or otherwise required by law.

For Awarded Pricing based on a coefficient to be applied to a unit price book, coefficients shall remain firm for the full Contract Term and are not subject to change.

(d) Price Decreases

Regardless of the pricing method specified, in the event Vendor decreases the price of awarded products or services below the Awarded Pricing for Vendor's other customers in similar market circumstances, Vendor must offer such decreased pricing to Cooperative members under the Contract.

Further, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for Awarded Items based on volume or other factors. Nothing herein shall prohibit Vendor from offering pricing lower than the Awarded Pricing.

(e) Exceeding Awarded Pricing Prohibited

If it is determined that a Vendor has sold Awarded Items to Cooperative members through the Contract at a price higher than the applicable Awarded Pricing, Vendor shall be in default of its Contract and subject to all remedies up to and including termination.

(f) Service Fee Included in Awarded Pricing

Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing.



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5. Packaging, Transportation, and Delivery

Unless otherwise provided for in this Proposal Invitation, all tangible goods included in this Proposal Invitation must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard and industry acceptable pallets for the products to be delivered in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) are reasonable, (b) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (c) are itemized and shown separately on the member's invoice; and (d) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the Proposal (as a deviation) or the Purchase Order, Vendor must deliver or provide awarded products or services within 10 business days after receipt of a Cooperative member's Purchase Order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up tangible goods, if part of this Proposal Invitation, on an "over the counter" basis must be available for the majority of the awarded tangible goods. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

6. Packing Lists, Invoices and Payments

(a) Packing Lists, Vendor Invoices

Packing lists or other suitable shipping documents must accompany each shipment of tangible goods included in this Proposal Invitation and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each Purchase Order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing and must not be separately itemized in the invoice.

Vendor shall provide copies of Vendor Invoices to the Cooperative in accordance with the requirements of section E.11(c) (Vendor Invoices).



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(b) Payments

Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a Cooperative member's Purchase Order null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.

7. Product Inspection, Testing, and Defective Items

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications or these Terms and Conditions, Vendor must pay the cost of the samples and/or the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must replace and, for tangible goods, pick up the defective product within five business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

8. Product Updates and Substitutions

Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified in the Proposal for the category or categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept additions or substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued.

(a) Updated Catalogs

If a manufacturer catalog submitted with Vendor's proposal is later updated with products within the same Proposal Invitation category or categories, including new products not previously available in the awarded product category, Vendor may substitute the updated catalog for the awarded product or catalog. Notwithstanding the foregoing, updated catalogs shall **not** be permitted to include any of the following:

- 1) Items that are outside the category or categories under which Vendor was awarded;
- 2) Items that, in the reasonable discretion of the Cooperative, do not meet the intent of the awarded specification category;
- 3) Items that were available in the market at the time of the submission of Vendor's Proposal which Vendor either elected not to include or neglected to include with Vendor's Proposal; or
- 4) Products from manufacturers or brands not specifically included in Vendor's Proposal in the applicable specification category.

(b) Substitutes

If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog, Vendor may substitute the replacement product or catalog for the awarded product or catalog.



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Vendor shall submit all reasonable supporting documentation requested by the Cooperative Administrator regarding any catalog updates or product or catalog substitutions. The Cooperative, by and through the Cooperative Administrator, reserves the right to reject, in its sole discretion, any catalog updates or product or catalog substitutions.

9. Product and Service Guarantees and Warranties

Vendor shall extend such warranties on Awarded Items, including the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) or unless a different warranty is required by a Cooperative member Purchase Order or ancillary agreement, a minimum of a 90-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member. No waiver of implied warranties shall be effective unless explicitly approved by a Cooperative member in writing in accordance with section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

Vendor shall respond to any reasonable requests for information from the Cooperative, the Cooperative Administrator, or a Cooperative member pertaining to concerns regarding public health or safety in relation to Awarded Items and provide such documentation as may be reasonably requested. In the event of any product recalls affecting Awarded Items, Vendor shall notify the Cooperative Administrator and any Cooperative members who made purchases from Vendor for such recalled products in writing as soon as practicable of the recall and proposed action. At a minimum and without waiving any other requirements under the Contract, law, or Cooperative member Purchase Order or ancillary agreement, Vendor shall be required to take all action required by law or greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If tangible goods are included as part of Vendor's Awarded Items and Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all Awarded Items and must be able to respond to orders in a timely manner. Except as expressly permitted in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter any restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative Administrator the information required on the Manufacturer Dealer Designation form contained in the Proposal Invitation and, if requested, such other information as the Cooperative Administrator may reasonably require.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. Vendor shall remain responsible and liable for all obligations under the Contract and the



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performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract. Vendor shall remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy, maintenance, and updating of the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. Vendor authorizes the Cooperative Administrator, in its sole discretion, to list any Vendor Designated Dealers on the BuyBoard website and authorizes the Designated Dealer(s) to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative Administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

11. BuyBoard Vendor Information and Reporting of Cooperative Member Purchases

(a) BuyBoard Website and Vendor Information

The awarded Contract will be posted on the BuyBoard website as an online marketplace. By submitting a Proposal, Vendor consents to the posting of all Proposal and product information provided by Vendor including, but not limited to, Vendor's Proposal, contact information, product catalogs, and product pricing on the BuyBoard website for Cooperative members. Vendor further authorizes the Cooperative, the Cooperative Administrator, and any third-party contractor providing services for the BuyBoard website to receive and relay such information to Cooperative members electronically, including via electronic punch out from the BuyBoard website.

Posting of Vendor information on the BuyBoard website or other relay of Vendor information by the Cooperative to Cooperative members shall be for the convenience of Cooperative members and Vendors only and shall not be deemed a contractual obligation or duty on the part of the Cooperative. Whether and when to post information to the BuyBoard website shall be in the sole discretion of the Cooperative. To the extent Vendor pricing or catalog information is posted on the BuyBoard website and Vendor subsequently submits updated pricing or catalog information in accordance with sections E.4 or E.8 of the Terms and Conditions, as applicable, the Cooperative Administrator shall have a reasonable time (which in no event shall be less than 10 business days, and may be longer depending on circumstances) to review the information and, if accepted in accordance with the Terms and Conditions, update the information. Vendor shall continue to honor all prior pricing and catalogs and shall not be permitted to sell products or services to Cooperative members using updated pricing or catalog information until all required information has been received and updated by the Cooperative Administrator. It is the responsibility of Vendor to timely provide all pricing and catalog information in the format required by the Cooperative Administrator and respond to requests for additional information from the Cooperative Administrator to avoid delays in information being updated. As provided in sections E.4 and E.8 of these Terms and Conditions, the Cooperative reserves the right to reject any or all price increases or catalog updates.

Neither the Cooperative nor the Cooperative Administrator shall be liable to any party for information provided by Vendor or for any errors in Vendor information posted to the BuyBoard website or relayed to Cooperative members. Vendor shall be fully responsible and liable to the Cooperative, the Cooperative Administrator, and Cooperative members for all information provided by Vendor related to the Proposal Invitation, Contract and/or for posting on the BuyBoard website including, but not limited to, catalogs and pricelists. Vendor shall not upload, enter, or submit any information that may infringe the intellectual property rights of any third party or that contains software viruses or any other code, files, or programs that may damage or disrupt any software,



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hardware, or equipment. To the extent Vendor discovers any error in information on the BuyBoard website, Vendor shall promptly advise the Cooperative Administrator in writing at contractadmin@buyboard.com. Vendor shall also confirm the accuracy of all product and pricing information in Purchase Orders prior to acceptance and promptly notify the Cooperative member and Cooperative of any potential errors.

By submitting a Proposal, Vendor certifies that Vendor has read the BuyBoard Technical Requirements contained in this Proposal Invitation and, if awarded a Contract, will comply with all requirements therein except as specifically indicated by Vendor in the Acknowledgement of BuyBoard Technical Requirements form. To the extent Vendor has acknowledged the ability to comply with the BuyBoard Technical Requirements, Vendor's subsequent failure or refusal to comply shall be deemed an event of default under the Contract. To the extent Vendor is unable to meet the applicable BuyBoard Technical Requirements, Vendor acknowledges that, if awarded a Contract, information available on the BuyBoard for Vendor's awarded products or services may be more limited than other Vendors, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.

The BuyBoard Technical Requirements may be updated from time to time, and Vendor agrees to use best efforts to comply, if able, with updated requirements.

In using the BuyBoard Website, Vendor agrees to comply with BuyBoard Terms and Conditions of Use and BuyBoard Privacy Policy ("BuyBoard Website Terms") which are available on the website and may be updated from time to time. The BuyBoard Website Terms supplement the Contract. In the event of any conflict between the Contract and the BuyBoard Website Terms, the Contract shall prevail.

(b) Purchase Order Reporting

A Cooperative member may make purchases from Vendor under the Contract by issuing a Purchase Order to procure Awarded Items. **All Purchase Orders generated by or under the Contract must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative Administrator, neither Vendor nor any Vendor Designated Dealer is authorized to process a Purchase Order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative.** To the extent Vendor or Vendor's Designated Dealer receives a Purchase Order directly from a Cooperative member that Vendor has reason to believe has not been received by the Cooperative or processed through the BuyBoard, Vendor shall promptly provide a copy of the Purchase Order to the Cooperative Administrator.

A Vendor may request authorization to self-report Cooperative member purchases by completing the Vendor Request to Self-Report BuyBoard Purchases form included in the Proposal Invitation or such other form as may be required by the Cooperative Administrator. Any request must be submitted in writing and is subject to written approval by the Cooperative Administrator. To the extent that a Vendor is authorized in writing by the Cooperative administrator to self-report Cooperative member purchases under the Contract, Vendor shall be required to comply with all additional terms and conditions imposed by the Cooperative as part of such authorization.

The Cooperative may, from time to time, in its reasonable discretion, provide instructions and modify the procedures for reporting Purchase Orders under the Contract by providing Vendor at least 30 days advance written notice. Vendor acknowledges and agrees that notice provided via electronic mail to the Purchase Order contact designated by Vendor in Vendor's Proposal, or subsequently updated in writing, shall satisfy this requirement. Continued acceptance of Purchase Orders and/or any Contract renewal by Vendor shall constitute acceptance of any modified Purchase Order procedures.

The intent of the Cooperative member to purchase through the Cooperative Contract is paramount. The method or timing of reporting a Purchase Order to the Cooperative shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase.



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Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard.

(c) Vendor Invoices

To further document and report Cooperative member purchases under the Contract, Vendor shall provide the Cooperative with copies of Vendor Invoices for all Cooperative member purchases under the Contract. Vendor shall submit copies or reports of Vendor Invoices to info@buyboard.com promptly upon generation of the invoice. Vendor shall ensure that the Contract number and member Purchase Order number is included with the Vendor Invoice.

In lieu of providing copies of individual Vendor Invoices, Vendor may provide monthly reports of Vendor Invoices to info@buyboard.com no later than the 10th day of the month. The monthly Vendor Invoice reports shall include a list of all invoices billed by Vendor during the preceding month to Cooperative members for purchases under the Contract. Monthly Vendor Invoice reports shall include any and all information reasonably required by and be in such format as may be reasonably required by the Cooperative Administrator. At a minimum, Vendor Invoice reports shall include the Cooperative member name, Purchase Order number, general description of the purchase including Contract number and Contract category under which the purchase was made, and invoice amount.

Vendor agrees to cooperate, and to require any Vendor Designated Dealer(s) to cooperate, with the Cooperative to promptly provide such reasonable information and documentation as the Cooperative Administrator may require regarding Purchase Orders received by Vendor and Vendor Invoices issued by Vendor under the Contract.

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the Awarded Pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in a service fee invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** ("Dispute Period") by returning a copy of the invoice or statement of outstanding balances to the Cooperative Administrator with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative Administrator in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) or billing agent to cooperate, with the Cooperative Administrator in attempting to reconcile and resolve disputed fees and shall provide such reasonable information and documentation as the Cooperative Administrator may require to review the disputed fees to the satisfaction of the Cooperative Administrator's staff. Any service fees for which the Cooperative Administrator has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board policy on vendor invoicing and collections, which is available from the Cooperative Administrator on request.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor



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shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding those Purchase Orders as the Cooperative Administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

13. Disclaimer of Warranty and Limitation of Liability

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILITY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract or Purchase Order.

14. Sales Tax

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax-exempt status by including tax exemption information or tax exemption certificate with the Purchase Order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

15. Use of BuyBoard Logo and Trade Name

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

16. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB, and Cooperative members, and their officers, board members, agents and employees, from and against all third-party claims, actions, suits, liability, liens, loss and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (a) injury or death to any person or damage to any property related to the acts of Vendor or its agents, subcontractors, or employees in the execution of or performance under the Contract or a Purchase Order, as applicable; and (b) Vendor's negligence, misconduct, breach of contract or other failure to comply with its obligations in the execution or performance under the Contract or a Purchase Order, as applicable.



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17. Intellectual Property Infringement by Vendor

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative, the Cooperative Administrator, or a Cooperative member that alleges that either (1) all or any part of the products or services supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, or (2) any information provided by Vendor or its designated dealers or agents to a Cooperative member, the Cooperative, or the Cooperative Administrator (including, but not limited to, information submitted by Vendor to the Cooperative or Cooperative Administrator for the BuyBoard website), infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, Cooperative Administrator, or Cooperative member upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative, the Cooperative Administrator, and the Cooperative member harmless against any such claim or action and shall indemnify the Cooperative, the Cooperative Administrator, and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, unless otherwise agreed in writing by the Cooperative member, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product or cancel the service and refund the purchase price (less reasonable depreciation for use, if applicable.)

18. Remedies for Default and Termination of Contract

(a) Default and Termination of Cooperative Contract

Except as otherwise provided for in these Terms and Conditions, either party (Cooperative or Vendor) may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least 10 business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and, to the extent the default is capable of being cured, a 10 business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

- 1) Materially misleading or false statement(s) in Vendor's Proposal;
- 2) Delivery of product or services that fail to meet the item specifications;
- 3) Delivery of product or services that are defective or substandard or fail to pass product inspection;
- 4) Delivery of a product substitution, except as specifically authorized by the Contract;
- 5) Failure to meet required delivery schedules;
- 6) Failure to timely supply Awarded Items at the Awarded Pricing;
- 7) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, its parent company, or affiliates;
- 8) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative or Cooperative Administrator including, but not limited to, information requested under sections E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases) or E.12 (Service Fees) of these Terms and Conditions;
- 9) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative Administrator;



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- 10) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
- 11) Selling non-awarded products or services under the Contract or any other BuyBoard contract; or
- 12) Vendor refusal, inability, or loss of ability to offer or provide Awarded Items to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19 (Force Majeure).

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative, acting by or through the Cooperative Administrator, may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer, or require removal of an Awarded Item with or without prior notice to Vendor, if the Cooperative or Cooperative Administrator reasonably determines that there has been a breach under the Contract or any other BuyBoard contract with Vendor, including but not limited to nonpayment of service fees, or that there is a potential policy, public health, or safety issue to warrant such action. The temporary inactivation may remain in effect pending further action or termination of the Contract by the Cooperative. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members. Additionally, the Cooperative may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Vendor shall be liable for any and all damages permitted by law, and any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability to the Cooperative shall be deemed rejected.

The Cooperative will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for the Cooperative not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for Awarded Items sold under the Contract to Cooperative members prior to such termination.

(b) Default and Termination of Cooperative Member Purchase

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default. A Cooperative member may terminate a Purchase Order or refuse to accept delivery (1) as provided for in these Terms and Conditions, Cooperative member Purchase Order, or ancillary agreement, or (2) for Vendor's material breach of a term or condition included in the Contract, a Cooperative member Purchase Order, or ancillary agreement. Additionally, to the extent permitted by law, Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Nothing herein shall limit the remedies available to a Cooperative member under applicable law.



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A Cooperative member will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

19. Force Majeure

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics or pandemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract or a Purchase Order caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. The Cooperative will not be responsible for any cost incurred by Vendor because of a Force Majeure event. A Cooperative member will not be responsible for any cost incurred by Vendor because of the Force Majeure event unless an authorized representative of the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

F. Miscellaneous

1. Assignment

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regard to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and promptly provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the party to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including Awarded Pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.



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If Vendor ceases distribution of an Awarded Item for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

2. Notices

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given via electronic mail or in any other manner used in commerce.

If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

3. Equal Employment Opportunity (EEO) Disclosures

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

4. Applicable Law, Venue and Dispute Resolution

The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

5. Waiver

No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

6. Interpretation – Parol Evidence

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.



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7. Right to Assurance

Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

8. Non-Appropriations Clause

Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

9. Invalid Term or Condition

If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

10. Remedies Cumulative

The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

11. Signatures

Except as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided electronically or as an imaged document, and an electronic or facsimile signature shall be deemed an original.

12. Right of Setoff

Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.



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APPENDIX I

BUYBOARD TECHNICAL REQUIREMENTS

The following are the BuyBoard Technical Requirements, current as of the date indicated at the bottom of this document.

Technical Requirements and Instructions for Vendor Logo Files

Vendor logo files submitted for inclusion on the BuyBoard website must be provided in one of the following formats:

Preferred:

- Minimum longest dimension (width or height): 384 pixels
- Image type: PNG

Other acceptable formats:

- Minimum longest dimension (width or height): 192 pixels
- Image type: JPG, JPEG, WebP

Technical Requirements and Instructions for Vendor Product Details

Following Contract award, Awarded Vendors for commodity items will be expected to promptly provide product details for awarded products in an electronic Excel spreadsheet in the format listed below. (A spreadsheet template will be provided to Vendors after Contract award.)

File Name <VendorName>_<ContractNumber>_<YYYYMMDD>.xlsx (eg. TASB_123-45_20200720.xlsx)
Format:

Field Name	Required?	Description	Type	Character Limit
Product Name	Required	The product name. Should be unique to each product. Do not list a product category.	Text	255
Product Description	Required	Product description as might appear in a catalog. Can include specifications, annotations, etc. Do not include: -Bullet points -HTML	Text	No limit
Manufacturer Name	Strongly recommended	Name of product manufacturer (or "brand"). If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	125



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Manufacturer Product Number	Strongly recommended	Manufacturers product or part number. If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	50
Vendor Product Number	Required	Your product number or SKU. Can be the same as ManufacturerProductNumber if you do not use a separate number or SKU (if you are the manufacturer, or use the same number as the manufacturer).	Text	50
UOM	Required	Measurement that represents a single unit of this product relative to price (eg. EA "each", PK "pack", CS "case", etc). Can be in abbreviated format (ex. EA) or full word format (ex. Each). This should <u>not</u> be a numeric value.	Text	10
Vendor Image Url	Strongly recommended	A link to an individual product image. If none exists, leave blank. Link should begin with https://. Do not provide: -A link to the home page of your website -A link to a product page or another section of your website If none available, blanks are ok, but strongly recommended to have this information. Product images help sell your product!	Text	1000
List Price	Required	Price per unit of product without BuyBoard discount. Cannot be left blank. DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.	Numeric (no currency symbols or formatting, should be rounded to 2 decimal places)	N/A
Discount Percent OR	One or the other required*	The percentage discount off of List Price, per the Contract.	Percentage-one decimal place max	N/A

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Discount Price *You are only required to provide either Discount Percent OR Discount Price. You may provide both if you wish, but at least one must be provided.		Price per unit of product with BuyBoard discount applied. DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.	Numeric (no currency symbols or formatting, should be rounded to 2 decimal places)	N/A
Vendor Page Url	Optional	A link to an online catalog listing for this product (if available). This is for future use. Do not provide: -A link to the home page of your website	Text	1000
Vendor Thumbnail Image Url	Optional	A link to a catalog product thumbnail image (if available).	Text	1000
Vendor Category	Optional	Your categorization for this product. If this product is nested within categories, please delimit between categories. This information is for future use.	Text	1000
UNSPSC Code	Optional	(https://www.unspsc.org/) if available.	Numeric	N/A
Extended Attributes	Optional	This field is reserved for any additional information which should be used for search indexing for this line item. It could include information on options, colors, sizes, informative notifications, etc.	Text	No limit

***Products must be unique. Duplicate products will not be accepted. To make a product unique, it must have one of the following:**

- 1- A unique Vendor Product Number
- 2- A unique Vendor Product Number + UOM combination

DESIRED RESULT:

Product A - 1234567 - EA (different vendor product numbers)

Product B - 1234568 - EA

-OR-

Product A - 1234567 - EA (same vendor product number, different UOM)

Product B - 1234567 - PK

WRONG:

Product A - 1234567 - EA

Product B - 1234567 - EA



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APPENDIX II

ADDITIONAL TERMS AND CONDITIONS FOR BUYBOARD SELF-REPORTING

The following additional terms and conditions shall apply to any approved Vendor Request to Self-Report BuyBoard Purchases:

1. **BuyBoard Contracts Subject to Self-Reporting.** Authorization to self-report shall apply only to a Contract awarded under this Proposal Invitation. To the extent Vendor is awarded on another BuyBoard contract or contracts, separate authorization to self-report for such other contract(s) is required.
2. **Monthly Vendor Reports.** Vendor shall submit reports of Cooperative member purchases monthly to the Cooperative Administrator ("Monthly Vendor Reports"). All Monthly Vendor Reports shall be provided to BuyBoard at contractadmin@buyboard.com no later than the 10th day of the month. The Monthly Vendor Reports shall include a list of all purchase orders completed and invoiced by Vendor during the preceding month for BuyBoard members. Monthly Vendor Reports shall include any and all information reasonably required by, and in such format as may be reasonably required by, the BuyBoard Administrator from time to time. At a minimum, Monthly Vendor Reports shall include:
 - i. BuyBoard member name;
 - ii. Purchase Order amount;
 - iii. Purchase Order number;
 - iv. Date Purchase Order submitted to vendor;
 - v. Date purchase executed / completed / delivered;
 - vi. List of any Purchase Orders on prior Monthly Vendor Report(s) subsequently canceled;
 - vii. General description of purchase, including Vendor's awarded BuyBoard contract number and category or categories under which the purchase was made; and
 - viii. Final purchase amount total (as invoiced to BuyBoard member);
 - ix. Invoice Date.
3. **Reconciling Self-Reported Information and Discrepancies.** BuyBoard may, in its sole discretion, periodically send information to Cooperative members listing all purchases self-reported by Vendor for the Cooperative member and/or request reports from Cooperative members containing purchase order data. If discrepancies are noted or reported by the Cooperative member as a result of such report or otherwise, Vendor agrees to promptly respond and cooperate with the Cooperative and/or Cooperative members to reconcile and correct any discrepancies. Vendor further agrees to promptly respond to requests and comply with any reasonable request for information and documentation by the Cooperative or a Cooperative member to assist in such reconciliation.
4. **Vendor Accounts.** Recognizing that Cooperative members seeking best value may wish to compare pricing from multiple cooperatives when considering individual purchases, the Cooperative expects Vendor to honor any request by a Cooperative member to make a purchase through the Contract and expects that Vendor will not seek to limit or inhibit a Cooperative member from making individual purchases through the purchasing cooperative of its choice, regardless of the Cooperative member establishing an account with Vendor designating BuyBoard as its cooperative.



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5. **Vendor Obligation Comply with BuyBoard Contract.** Nothing in an authorization to self-report shall be deemed to waive any of Vendor's obligations under the General Terms and Conditions of the Contract, including but not limited to Vendor's obligations to honor Cooperative member Purchase Orders and pay all service fees on such Purchase Orders. Nothing shall require Cooperative members to utilize Vendor's self-reporting option to make purchases under the Contract. Vendor shall process all Purchase Orders, including any Purchase Orders received directly through the BuyBoard.
6. **Amendment.** These Additional Terms and Conditions for BuyBoard Self-Reporting are subject to amendment by the Cooperative at any time in its sole discretion. BuyBoard shall provide written notice to Vendor of any amendment, and the amendment shall be effective thirty (30) days after the date of the written notice.
7. **Termination of Self-Report Authorization.** The Cooperative may terminate any authorization for Vendor to self-report at any time for any reason, in its sole discretion. Notice of termination, including the effective date of the termination, shall be provided to Vendor in writing. If Vendor at any time wishes to cease self-reporting BuyBoard member purchases, including after receipt of amended self-reporting terms or conditions as provided herein, Vendor shall provide the Cooperative with at least thirty (30) days prior written notice of its request to revoke, listing the effective date of such revocation in the notice. Any termination or revocation of an authorization to self-report shall pertain to Vendor self-reporting only and shall not affect an awarded Vendor's underlying BuyBoard contract.
8. **BuyBoard Contract Terms and Conditions.** Self-reporting is subject to the General Terms and Conditions of the Contract. Unless otherwise indicated, all capitalized terms used herein shall have the same meaning as set forth in the General Terms and Conditions of the Contract.
9. **Assignment.** An authorization to self-report is specific to Vendor and not subject to assignment. In the event a Vendor's awarded Contract is subsequently assigned to another vendor where permitted by the Contract, the Contract assignee must submit its own Vendor Request to Self-Report BuyBoard Purchases and receive approval of such request by the BuyBoard Administrator.



GALLS EXPERIENCE AND QUALIFICATIONS

Galls, LLC (“Galls”) has been in business for more than 55 years servicing the public safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal, and transit uniforms and equipment. Galls employs more than 1,500 employees. Galls generates around \$535 million in annual sales by servicing over one million individuals and 68% of all public safety agencies annually.

Galls has many long-standing contracts across the United States with agencies of all sizes. We have approximately 750 formal contracts that we service daily from one or more of our 60+ locations.

Galls has three dedicated distribution centers and over 60 branch operations, consisting of contract service centers and retail storefronts. Galls footprint spans the continental United States, and can leverage this unrivaled network to keep your agency supplied with the quickest turnaround times possible.

Galls is the leading distributor of products from over 1600 suppliers. As the public safety Industry leader, we pride ourselves on having the largest inventory in the industry. This means fewer backorders, faster service, and faster delivery.



RETURNING DEFECTIVE PRODUCTS

Once a returned product has been received into the Galls distribution center, it will be processed and the replacement or corrected item will be sent within 24 hours, if in stock. All customized items will be sent out according to production lead time. If an item is being returned for a full credit, it will take place once the item has been received. Products can also be returned at the local facility once in place.

RETURN & RESTOCKING POLICY

Galls offers a "no hassle guarantee" on returned merchandise. This means if **Buyboard members** are unhappy for any reason with their purchase, it can be returned to Galls for an exchange or refund. This does not apply to a non-Galls error on a personalized (embroidered, heat press, etc.) garment.

Trust is crucial to a team and, as your partner, we want to make sure our products match your expectations. We offer two levels of returns:

30-day Comfort Guarantee. If you are not completely satisfied with your boots or shoes, simply return them within 30 days from the date you received your order for a refund or exchange.

One-Year Returns. We accept returns of resalable items within one year of purchase that are unworn, in new condition, and in original packaging along with all packaging attachments and enclosures, including all applicable tags, instructions, etc. For apparel, return item in its original, packaging along with all packaging attachments and enclosures, including all applicable tags, instructions, etc. Return instructions are available on the reverse side of the packing slip.

Refunds. Refunds are deposited back to your original payment method.

Shipping Refunds. Original shipping charges are non-refundable unless the return is related to our error.

Special Order or Embellished Items. Special order items or items that have been altered, decorated, engraved, customized or otherwise embellished at the request of our customers cannot be returned unless the return is related to our error.

Electronic Items. Body worn cameras, audio recording devices, and memory cards cannot be returned to a Galls store or at Galls.com; they must be returned directly to the manufacturer in accordance with that manufacturer's returns policy.

Clearance Items. All clearance items are sold "as is" and cannot be returned.

HAZMAT or ORM-D Items. Returns for these items, including but not limited to self-defense sprays, chemical kits, select first aid kits and components, road flares, and fire extinguishers cannot be accepted. If you are unsure if the product you are returning falls into this category, please contact Galls' Customer Service. Refunds may be available depending

Gift Certificates. Gift Certificates cannot be returned or redeemed for cash or credit except where required by law.

WARRANTY

All products will fall under the manufacturer's standard warranties. In addition, Galls offers a "No Hassle Guarantee" on returned merchandise. This means that if you are unhappy for any reason with your purchase, you may return it to Galls for an exchange or refund within 1 year from purchase date. This does not apply to a non-Galls error on a personalized (embroidered, heat press, etc.) garment.

Manufacturer Warranties - Many products sold by Galls offer extended manufacturer's warranties. For returns related to matters covered by a manufacturer's warranty, please visit the manufacturing brand's website and/or call their customer service line directly.



MARKETING STRATEGY

Galls understands that having a cooperative agreement never guarantees any sales and we need to put in the work to build relationships with participating agencies to grow our business. Galls' marketing strategy is to provide an online system, along with a large inventory position capable of meeting the needs of any size customer. This makes the customer experience more efficient and creates a long-term partnership between Galls and the agency. Galls currently operates more than **15,000** eEquip websites nationally ranging from a small single user department to a large multinational security firm with **10,000** users at multiple locations. In 99% of customers, the functionality is already built, which means the process is simply "plug and play". Galls has been operating custom websites for approximately **10** years however, in 2011 we shifted our focus to increase our functionality and availability for our public safety and government agency customers.

We have developed a marketing strategy for this program that would cover two major verticals:

1) ONLINE

We understand that in-store shopping is not easily available to every customer and some prefer an online shopping portal. Galls would develop a custom e-commerce platform (eEquip) which would allow Buyboard Members to view products at contract pricing. Galls will also work with Buyboard to obtain all necessary logos to be utilized for our web portal.

Additionally- Galls would setup, at no charge, customer specific Uniform Programs with customer specific customization and embellishment to mirror contract pricing. Our Galls.com website has current links to contract programs, and we would add a link to the specific Buyboard eEquip site to drive customer engagement.

2) IN PERSON/OVER THE PHONE

In addition to our locations, Galls has a nationwide coverage of Regional Area Executives (RAE's) that can setup in person meetings with potential customers. We also have a vast inside sales team that acts as additional support to our RAE's. Our sales force numbers over 125 reps available for customer support and contract marketing. The largest in our segment. We would also advertise the Buyboard contract at the over 100 tradeshow we attend annually, including attending and participating in the annual NIGP forum, NPI conference and Regional Cooperative Summits.

GALLS, LLC - RETAIL & SERVICE CENTER LISTING

Location Type	Phone	Address	City	State	Zip	Store Hours
Retail Branch	205.533.8729	320 Beacon Parkway West	Birmingham	AL	35209	M-F: 9:00am - 5:00pm
Retail Branch	334.649.3028	3119-4 Ross Clark Circle	Dothan	AL	36303	M-F: 8:00am - 5:00pm
Retail Branch	205.533.8729	5767 Carmichael Rd	Montgomery	AL	36117	M-F: 9:00am - 5:00pm
Retail Branch	870.819.3391	1809 E Parker Rd, Suite D	Jonesboro	AR	72404	M-F: 8:30am - 4:30pm
Retail Branch	501.708.2059	1201 John Barrow Road	Little Rock	AR	72205	M-F: 8:30am - 4:30pm
Retail Branch	479.231.1710	1048 S 48th St Suite C	Springdale	AR	72764	M-F: 8:30am - 4:30pm
Retail Branch	213.261.7636	6365 S. Arizona Cir	Los Angeles	CA	90045	M-SAT: 9:00am - 7:00pm SUN: 10:00am - 6:00pm
Retail Branch	562.285.6638	2550 Long Beach Blvd	Long Beach	CA	90806	M-SAT: 9:00am - 7:00pm SUN: 11:00am - 4:00pm
Retail Branch	510.900.3490	557 5th St	Oakland	CA	94607	M-F: 9:00am - 5:00pm
Retail Branch	714.633.3880	1249 W. Katella Ave	Orange	CA	92867	M-SAT: 9:00am - 7:00pm SUN: 10:00am - 6:00pm
Retail Branch	951.329.9012	1865 Iowa Ave. Ste. 110	Riverside	CA	92507	M-SAT: 9:00am - 5:00pm
Retail Branch	916.273.3023	2333 Arden Way, Ste C	Sacramento	CA	95825	M-F: 9:00am - 5:00pm
Retail Branch	213.462.1798	2543 West Sixth St	Los Angeles	CA	90057	M-F: 9:00am - 5:00pm
Retail Branch	628.629.6950	2200 Jerrold Unit J	San Francisco	CA	94124	M-F: 8:30 am - 5:00 pm SAT: 9:00-2:00pm
Retail Branch	719.722.3045	525 E. Fountain Blvd. #130	Colorado Springs	CO	80903	M-SAT: 10:00am - 5:00pm SUN: 11:00am - 5:00pm
Retail Branch	720.259.2145	5120 Osage St. #200	Denver	CO	80221	M-F: 9:00am - 5:00pm
Retail Branch	202.908.4600	2820 Bladensburg Rd NE	Washington	DC	20018	M-F: 9:00am - 5:00pm
Retail Branch	407.232.8071	11602 LAKE UNDERHILL ROAD, SUITE 121	Orlando	FL	32825	M-F: 9:00am - 5:00pm
Retail Branch	850.402.1133	3710 Northwest Passage	Tallahassee	FL	32303	M-F: 9:00am - 5:00pm
Retail Branch	470.867.3024	1660 Chattahoochee Ave NW, Ste E	Atlanta	GA	30318	M-F: 9:00am - 5:00pm
Retail Branch	678.809.7141	1025 Riverside Dr	Macon	GA	31201	M-F: 9:00am - 5:00pm
Retail Branch	678.809.7141	1395 S MARIETTA PKWY; BLDG 200; STE 220	Marietta	GA	30067	M/W/Th/F/Sat: 10:00am - 7:00pm Sun: 11:00am - 4:00pm (Closed TUES)
Retail Branch	515-283-1985	5801 Thornton Ave	Des Moines	IA	50321	M-F: 9:00am - 5:00pm
Retail Branch	913.871.5636	9200 Marshall Dr	Lenexa	KS	66215	M-F: 9:00am - 5:00pm
Retail Branch	859.787.0410	1300 Russell Cave Rd	Lexington	KY	40505	M-F: 7:00am - 3:00pm
Retail Branch	612-377-0011	2220 Lyndale Avenue South	Minneapolis	MN	55405	M-F: 9:00am - 5:00pm
Retail Branch	763.515.8952	2806 FAIRVIEW AVE N	Roseville	MN	55113	M-F: 9:00am - 5:00pm
Retail Branch	320.227.4279	3535 WEST DIVISION STREET	St Cloud	MN	56301	M-F: 9:00am - 5:00pm
Retail Branch	816.912.3196	2720 Burlington Street	North Kansas City	MO	64116	M-F: 9:00am - 5:00pm
Retail Branch	402.983.9825	3105 Leavenworth St	Omaha	NE	68105	M-F: 9:00am - 5:00pm
Retail Branch	609.643.5869	28 Scotch Road	Ewing Township	NJ	8628	M-F: 9:00am - 5:00pm
Retail Branch	862.279.6954	1015 Broad Street	Newark	NJ	7102	M-F: 9:00am - 5:00pm
Retail Branch	505.933.6095	2520 San Mateo Blvd. NE	Albuquerque	NM	87110	M-SAT: 10:00am - 6:00pm SUN: 10:00am - 5:00pm
Retail Branch	518.621.0760	230 Central Ave.	Albany	NY	12206	M-F: 9:00am - 5:00pm
Retail Branch	631.446.3454	6098 Jericho Tpke	Commack	NY	11725	M-F: 9:00am - 5:00pm
Retail Branch	704.631.9698	1424 Center Park Dr.	Charlotte	NC	28217	M-F: 9:00am - 5:00pm
Retail Branch	919.746.8502	4720 Trademark Dr	Raleigh	NC	27610	M-F: 9:00am - 5:00pm
Retail Branch	910.338.1077	2716 Exchange Dr	Wilmington	NC	28405	M-F: 9:00am - 5:00pm
Retail Branch	513.370.2348	1905 Dalton Ave	Cincinnati	OH	45214	M-F: 8:30am - 4:30pm

GALLS, LLC - RETAIL & SERVICE CENTER LISTING cont...

Location Type	Phone	Address	City	State	Zip	Store Hours
Retail Branch	614.816.2501	3889 Business Park Dr	Columbus	OH	43204	M-F: 9:00am - 5:00pm
Retail Branch	859.787.0430	9047 SW Barbur Blvd	Portland	OR	97219	M-F: 9:00am - 5:00pm
Retail Branch	512.351.4297	826 RUTLAND DR	Austin	TX	78758	M-F: 8:00am - 7:00pm SAT: 9:00am - 6:00pm SUN: 11:00am - 5:00pm
Retail Branch	469.208.7087	3200 COMMANDER DRIVE; SUITE 114	Carrolton	TX	75006	M-F: 9:00am - 5:00pm
Retail Branch	214.960.5127	1630 111ST STREET	Grand Prairie	TX	75050	M-F: 8:30am - 5:00pm
Retail Branch	281.661.8951	1314 Houston Ave	Houston	TX	77007	M-F: 7:00am - 4:00pm
Retail Branch	713.454.7466	71 ESPLANADE BLVD; SUITE 200	Houston	TX	77060	M-F: 9:00am - 5:00pm
Retail Branch	832.397.6245	11707 S SAM HOUSTON PKWY W SUITE R	Houston	TX	77031	M-SAT: 10:00am - 6:00pm
Retail Branch	210.523.0976	2111 West Ave	San Antonio	TX	78201	M-F: 9:00am - 5:00pm
Retail Branch	757.793.2447	5957 East Virginia Beach Blvd.	Norfolk	VA	23502	M-F: 9:00am - 5:00pm
Retail Branch	804.298.2813	2124 Tomlynn St	Richmond	VA	23230	M-F: 9:00am - 5:00pm
Retail Branch	206.527.5277	8610 Aurora Ave N	Seattle	WA	98103	M-F: 9:00am - 5:00pm
Retail Branch	253.237.1630	21621 Pacific Highway South	Des Moines	WA	98198	M-F: 9:00am - 5:00pm
Retail Branch	509.703.4587	1306 N. Howard	Spokane	WA	99201	M-F: 9:00am - 5:00pm
Retail Branch	262-717-5011	500 EAST OAK STREET	Oak Creek	WI	53154	M-F: 9:00am - 5:00pm
Service Center	954.376.8894	123 NW 25TH TERRACE	Ft Lauderdale	FL	33311	M-F: 8:00am - 5:00pm
Service Center	305.384.8001	400 NW 2nd Avenue	Miami	FL	33128	M-TH: 6:00am - 4:30pm
Service Center	321.663.9864	2500 West Colonial Dr. 2nd Floor	Orlando	FL	32804	M-F: 9:00am - 5:00pm
Service Center	312.533.2592	1342 West Madison St	Chicago	IL	60607	M-F: 9:00am-5:00pm Sat 9:00am - 2:00pm every other Saturday
Service Center	312.267.1477	2241 West 95th St	Chicago	IL	60643	M-F: 9:00am-5:00pm Sat 9:00am - 2:00pm every other Saturday
Service Center	316.633.4200	625 Carriage Pkwy, Ste 185	Wichita	KS	67208	M-F: 9:00am - 5:00pm
Service Center	763.515-8377	1672 Suburban Avenue	St Paul	MN	55106	M-F: 9:00am - 5:00pm
Service Center	609.281.5596	1595 Reed Road	Pennington	NJ	8534	M-F: 9:00am - 5:00pm
Service Center	704.631.9699	5235 Spector Dr, Bldg. 000A	Charlotte	NC	28269	M-F: 7:30am - 4:00pm
Service Center	216.553.4383	10666 Lorain Ave	Cleveland	OH	44111	M-F: 9:00am - 5:00pm
Service Center	210.523.0976	2111 West Ave, Ste 100	San Antonio	TX	78216	M-F: 9:00am - 5:00pm

From: [Jenny Licsko](#)
To: [Cathy Smith](#); [Kelley Baker](#)
Cc: [Malia Grubbs](#)
Subject: Gall's new BuyBoard contract effective 4.1.2023
Date: Friday, March 3, 2023 7:51:51 AM
Attachments: [Outlook-sh12lz14.png](#)
[Buyboard - Public Safety and Firehouse Supplies and Equipment - Contract #698-23 - National Award.pdf](#)
[Buyboard - Public Safety and Firehouse Supplies and Equipment - Proposal 698-23 - Response.pdf](#)

All,
Attached is the new contract for Public Safety Uniforms. Can we please draft an amendment or new contract with Gall's? Our Rep's contact information is below. Please let me know if you need further information.

Thank you!
Jenny

Get [Outlook for iOS](#)

From: Frandsen (Blanchard), Elise <frandsen-elise@galls.com>
Sent: Thursday, March 2, 2023 4:10:10 PM
To: Becki Tucker <0086@murfreesborotn.gov>
Cc: Hardin, Travis <Hardin-Travis@galls.com>
Subject: [EXTERNAL]- Fw: 5147834 CITY OF MURFREESBORO POLICE

Good Afternoon,

Our Contract Management Team sent these documents back. The current BuyBoard contract you are on is expiring and is being replaced by contract 698-23 starting on 4/1. The catalog is the same and all of the items on the contract are the same.

Please let us know if this is what you are needing or if the accounting department needs additional information.

Thank you!
Elise

Elise Frandsen | Regional Account Executive - Tennessee & North Alabama

1340 Russell Cave Road | Lexington, KY 40505

Cell: 252.216.7926 | frandsen-elise@galls.com



From: Brewer, Tiffany (Thomas) <Brewer-Tiffany@galls.com>

Sent: Thursday, March 2, 2023 8:22 AM

To: Hardin, Travis <Hardin-Travis@galls.com>; Frandsen (Blanchard), Elise <frandsen-elise@galls.com>; BidReview <bidreview@galls.com>

Subject: RE: 5147834 CITY OF MURFREESBORO POLICE

The contract 603-20 is expiring and being replaced by the attached 698-23 which starts on 4/1.

Thank you,

CAUTION: This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure to others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.



Quote

Customer: (5147834) CITY OF MURFREESBORO POLICE
 Date: 07/13/2023
 Sales Rep: TRAVIS HARDIN

Page 1 of 1
 Quote Number: 24150165
 Quote Expiration: 08/12/2023

Sold To:
 CITY OF MURFREESBORO POLICE
 P. O. BOX 1139
 ATTN: ACCOUNTS PAYABLE
 MURFREESBORO, TN 37133
 BECKI TUCKER

Ship To:
 MURFREESBORO POLICE DEPT
 1004 N. HIGHLAND AVE
 MURFREESBORO, TN 37130
 BECKI TUCKER

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	BL635 NAV CTM 00	POINT BLANK AXBIIIA HILITE 1 CARRIER	100	1,985.00	932.71	93,271.00
1.1	BP0002	MALE CUSTOM VEST	100			
2	BP3734 MDNV CSTM 00	GDAM001B0J MODIFIED GUARDIAN MODULAR CARRIER	100	435.62	205.00	20,500.00
2.1	BP0001	BODY ARMOR CARRIERS	100			
3	BP634 8X10	SPEED PLATE Buyboard contract 698-23	100	249.00	119.09	11,909.00

Quote is valid for 30 days

SUBTOTAL: 125,680.00
 SHIPPING:
 TAX.....
 TOTAL...: 125,680.00

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
 Lexington, KY 40505
 Tel: 800-876-4242 Fax:877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a \$25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.



Quote

Customer: (5147834) CITY OF MURFREESBORO POLICE
 Date: 07/13/2023
 Sales Rep: TRAVIS HARDIN

Page 1 of 1
 Quote Number: 24150090
 Quote Expiration: 08/12/2023

Sold To:
 CITY OF MURFREESBORO POLICE
 P. O. BOX 1139
 ATTN: ACCOUNTS PAYABLE
 MURFREESBORO, TN 37133
 BECKI TUCKER

Ship To:
 MURFREESBORO POLICE DEPT
 1004 N. HIGHLAND AVE
 MURFREESBORO, TN 37130
 BECKI TUCKER

Line	Item	Description	Qty	Retail	Your Price	Ext Total
2	BP3734 MDNV CSTM 00	GDAM001B0J MODIFIED GUARDIAN MODULAR CARRIER	100	435.62	205.00	20,500.00
2.1	BP0001	Buyboard contract 698-23 BODY ARMOR CARRIERS	100			

Quote is valid for 30 days

SUBTOTAL: 20,500.00
 SHIPPING:
 TAX.....
 TOTAL...: 20,500.00

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
 Lexington, KY 40505
 Tel: 800-876-4242 Fax:877-914-2557

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All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

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Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

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*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.

COUNCIL COMMUNICATION

Meeting Date: 08/17/2023

Item Title: HVAC Replacement at Reeves-Rogers and Hobgood Elementary Schools

Department: City Schools

Presented by: Dr. Trey Duke, Director of Schools

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Contracts for renovation of HVAC systems at Hobgood and Reeves-Rogers Elementary Schools.

Staff Recommendation

Approve contracts with Xenergy, Inc. for HVAC Renovations at Hobgood Elementary School and Reeves-Rogers Elementary School.

On August 8, 2023, the Murfreesboro City School Board approved the contracts.

Background Information

HVAC renovations are required at Reeves-Rogers Elementary and Hobgood Elementary. After competitive bids were secured, Xenergy, Inc. was awarded the contracts for these schools. The contract price for HVAC Renovation at Reeves-Rogers Elementary School is \$1,293,000. The contract price for HVAC Renovation at Hobgood Elementary School is \$1,489,000.

Council Priorities Served

Responsible budgeting

Proactive maintenance of the City's largest asset classification is crucial to responsible budgeting and decreased CIP costs over the long term.

Fiscal Impact

The total expense, \$2,782,000, funded by a federal ESSER 3.0 grant awarded to City Schools.

Attachments

1. AIA Agreement with Xenergy, Inc. for HVAC Renovations at Hobgood Elementary
2. AIA Agreement with Xenergy, Inc. for HVAC Renovations at Reeves-Rogers Elementary

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.

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.

init.

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.

Init.

§ 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.)

[] 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)

APPROVED AS TO FORM

Adam F. Tucker, City Attorney

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

PAGE 8

Section 00 11 13 Advertisement for Bids, June 12, 2023 (2 pages)
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Contractor's Bid Response, July 25, 2023 (17 pages)
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)

EXHIBIT A

CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS

Contractor must, as a material obligation to the Owner and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, the insurance and bonds required by this Exhibit.

Contractor must secure and maintain such insurance coverage and bonds, without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, in accordance with the requirements set forth below.

1. **Commercial General Liability Insurance.**

- 1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU (explosion, collapse, and underground), and products and completed operations, with a combined single limit of liability of not less than \$2,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$2,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.
- 1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.
- 1.3 Each general liability policy must be endorsed or written to:
 - a. Include the per project aggregate endorsement;
 - b. Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");
 - c. Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;
 - d. Includes a severability of interest clause; and
 - e. Waive all rights of recovery against the Additional Insureds.

2. **Workers' Compensation Insurance.** Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

3. **Auto Liability Insurance**

- 3.1 Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.
 - 3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.
 - 3.3 This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.
4. **Environmental Liability.** Contractor must secure, pay for, and maintain Contractor's Pollution Liability (CPL) coverage, including mold coverage, in an amount not less than \$1,000,000 and endorsing the Owner as an Additional Insured. Contractor must also provide to the Owner proof of Contractor's Pollution Legal Liability (PLL) for sites owned or operated by Contractors and by any Subcontractors handling hazardous or potentially hazardous materials. Environmental liability coverage may be part of a package policy.
5. **Professional Liability.** Contractor must secure, pay for, and maintain professional liability coverage in the amount of not less than \$1,000,000 on a form acceptable to the Owner and with tail coverage of not less than two years.
6. **Umbrella Coverage.** Contractor must secure, pay for, and maintain professional liability coverage in the amount of not less than \$5,000,000 on a form acceptable to the Owner. Umbrella coverage must not be limited to excess coverage that merely follows form of underlying coverages.
7. **Equipment Property Insurance.** Contractor must secure, pay for, and maintain all-risk insurance as necessary and without exceptions in order to protect the Owner against loss of owned, non-owned, rented, or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor, its Subcontractors, or Lower Tier Entities and any construction material in transit (unless shipped FOB destination Project Site or (Incoterm) DAP Project site) or materials stored in any location other than the Site.
8. **Builder's Risk.** Unless otherwise instructed by the Owner, Contractor will secure a completed value, all-risk Builder's Risk policy in manuscript form acceptable to Owner for the Project (not merely the Work), including appropriate, as determinate by the Owner, coverages, coverage amounts and limits, deductibles, and exclusions. The Owner must be a named insured and the policy may not terminate until Substantial Final Completion or a certificate of occupancy applicable to the entire property is issued, whichever is latest.
9. **Waiver of Subrogation.** Contractor hereby waives, and will require each of its Subcontractors and Lower Tier Entities to waive, all rights of subrogation under all policies against the Owner and other Additional Insureds for losses or damages covered by any policy of insurance. Contractor, Subcontractors, and Lower Tier Entities must provide notice of waiver to all insurance carriers.
10. **Term of Coverage**
 - 10.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").

- 10.2 If at any time during the Completed Operations Term Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
- 10.3 Contractor will furnish certificates of insurance and other evidence that the Owner may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
- 10.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

11. Subcontractor and Lower-Tier Entities Insurance Requirements

- 11.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:
 - a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$ 1,000,000 per occurrence, and \$ 1,000,000 as the annual aggregate limit; and
 - b. Timely furnish to the Owner proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
 - c. The Lower Tier Entities' general liability policy must also be endorsed to provide the policy must be primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.
 - d. The Owner has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.

12. Other Policy Provisions. Each policy to be furnished by Contractor and each Subcontractor must:

- 12.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
- 12.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;
- 12.3 Include the Project per aggregate endorsement;
- 12.4 Waive all rights of subrogation against the Owner;
- 12.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and

12.6 Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.

13. Certificates and Endorsements

13.1 Within 10 days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements;

13.2 Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.

13.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.

14. Reduction in Coverage. Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

15. Suppliers and Materialmen Coverages

15.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.

15.2 With respect to any equipment, machinery or other goods for which the Owner or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the Owner and Contractor as loss payee as their interests appear.

16. Condition Precedent to Starting Work

16.1 Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place; together with

the original of each bond required under this Agreement. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;

16.2 The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.

17. **Additional Proofs of Insurance.** Contractor must, within 10 days after request, provide the Owner with certified copies of all policies and endorsements obtained in compliance with this Agreement.

18. **Indemnity.** The fact that Contractor and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the Owner and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.

19. **Interpretation.** In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.

20. **Performance Bond and Payment Bond.**

20.1 The Contractor shall provide surety bonds as follows:

Type	Penal Sum (\$0.00)
Performance Bond	100% of Contract Sum
Labor and Material Payment Bond	100% of Contract Sum

20.2 Bonds shall be issued by a surety licensed in the State of Tennessee and satisfactory to the Owner.

20.3 The Contractor must provide evidence of Bonds prior to the beginning of work. If the Performance and Payment Bonds are not furnished within ten (10) days of execution of the Agreement, the Owner, in its sole discretion, may elect to terminate the Agreement and award the Project to an alternate contractor.

20.4 The Owner will require the Contractor to increase the Performance and Payment Bonds to accommodate Change Orders that individually or cumulatively exceed 10% of the original Contract Sum. The Contractor shall furnish to the Owner and keep in force during the term of the Contract, performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and materials furnished for the Work.

20.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

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)**.

(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.

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

ADDENDUM NO. 1

Johnson + Bailey Architects P. C.

DATE: July 19, 2023
PROJECT: HVAC Renovations at
Hobgood Elementary School
Murfreesboro City Schools
J+B No. 2302H



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

The following Addendum adds to, corrects, or supersedes Contract Documents dated June 12, 2023, and is as follows:

CHANGES TO THE SPECIFICATIONS

SECTION 00 01 15 - DRAWING INDEX

REFERENCE: ARCHITECTURAL

ADD: Drawing A1.2 SUMMER 2024 OTHER WORK PLAN

SECTION 00 11 13 - ADVERTISEMENT FOR BIDS

REFERENCE: Page 2

ADD: The following paragraph:

“Contractor and subcontractor SAM UEI numbers must be registered and active at the time of bid opening.”

SECTION 00 22 13 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

REFERENCE: Page 2, ARTICLE 4: BIDDING PROCEDURES

ADD: The following paragraph:

“ADD PARAGRAPH 4.1.9 AS FOLLOWS:

4.1.9 Contractor and subcontractor SAM UEI numbers must be registered and active at the time of bid opening.”

SECTION 00 52 13 - CITY STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

REFERENCE: A101 - 2017 - ATTACHMENT A

DELETE: A101 - 2017 - ATTACHMENT A in its entirety

ADD: The attached revised A101 - 2017 - ATTACHMENT A dated 07/19/23 in place of the deleted.

SECTION 01 25 13 - SUBSTITUTIONS & PRODUCT OPTIONS

REFERENCE: Entire specification section.

ADD: Paragraph 5 to read as follow:

“5. Substitution requests shall be submitted by email to kpettit@jbarchitects.com with Purchasing@murfreesborotn.gov copied on the request.”

SECTION 01 41 00 - REGULATORY REQUIREMENTS

REFERENCE: PART 1 - GENERAL

ADD: Paragraph 1.9 to read as follows:

“1.9 DAVIS-BACON ACT

- A. Contractor shall be responsible to verify and comply with the prevailing wage, as well as submitting all required certified payroll documentation.”

CHANGES TO THE DRAWINGS

COVER SHEET

REFERENCE: Drawing Index

ADD: Drawing A1.2 SUMMER 2024 OTHER WORK PLAN

DRAWING A1.2

ADD: New attached drawing A1.2, dated 07/19/23 in its entirety.

DRAWINGS A2.1, A2.2, A3.1, A3.2,

REFERENCE: GENERAL RENOVATION NOTES

REVISE: General Note '2' to read as shown on attached revised drawings A2.1 and 2.2, Revision 1 dated 07/19/23.

REVISE: General Note '4' to read as shown on attached revised drawings A2.1 and 2.2, Revision 1 dated 07/19/23.

ADD: General Note '5' to read as shown on attached revised drawings A2.1 and 2.2, Revision 1 dated 07/19/23.

REFERENCE: KEYED RENOVATION PLAN NOTES

REVISE: Keyed Renovation Plan Note '9' to read as shown on attached revised drawings A2.1 and 2.2, Revision 1 dated 07/19/23.

DRAWING A2.1

REFERENCE: DEMOLITION FLOOR PLAN - PART A

ADD: Additional keyed renovation notes and existing equipment information as shown on attached revised drawing A2.1, Revision 1 dated 07/19/23.

DRAWING A2.2

REFERENCE: DEMOLITION FLOOR PLAN - PART B

ADD: Additional keyed renovation notes and existing equipment information as shown on attached revised drawing A2.2, Revision 1 dated 07/19/23.

DRAWING A4.3

REFERENCE: SHEET

ADD: GENERAL RENOVATION NOTES and KEYED RENOVATION PLAN NOTES legends as shown on attached revised drawing A4.3, Revision 1 dated 07/19/23.

DRAWING A4.4

REFERENCE: SHEET

ADD: GENERAL RENOVATION NOTES and KEYED RENOVATION PLAN NOTES legends as shown on attached revised drawing A4.4, Revision 1 dated 07/19/23.

DRAWING M1.1

REFERENCE: PACKAGED WALL MOUNT SCHEDULE, Footnote '1'

CHANGE: 'WAPR11-X' to read 'WISP'

- END OF ADDENDUM -

ATTACHMENTS: Revised A101 - 2017 - ATTACHMENT A dated 07/19/23
New Drawing A1.2 dated 07/19/23
Revised Drawing A2.1 dated 07/19/23
Revised Drawing A2.2 dated 07/19/23
Revised Drawing A4.3 dated 07/19/23
Revised Drawing A4.4 dated 07/19/23

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

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- 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.

HVAC Renovations at Hobgood Elementary School

Murfreesboro City Schools

Johnson + Bailey Architects P.C.

Consultants:
Entech Engineering, Inc.
Latta Structural Engineers, LLC.

Index of Drawings

DRAWING INDEX			
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100	MECHANICAL	08/04/11	

PROJECT ADDRESS:

Hobgood Elementary School
307 S. Baird Ln.
Murfreesboro, TN 37130



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6 7 8 9 10 11
12 13 14 15 16 17
18 19 20 21 22 23
24 25 26 27 28 29
30 31 32 33 34 35



City Center
100 East Vine St
Murfreesboro, Tennessee
37130
615-897-6600
Fax: 615-893-4643

**HVAC
Renovation
of
Hobgood
Elementary
School**

Murfreesboro, TN

PROJECT: HOE
DATE: 11/19/23
SHEET: A1.2

NOTES:

REPRODUCED IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT



PROJECT: HOE
DATE: 11/19/23
SHEET: A1.2
DRAWN BY: JHB

A1.2

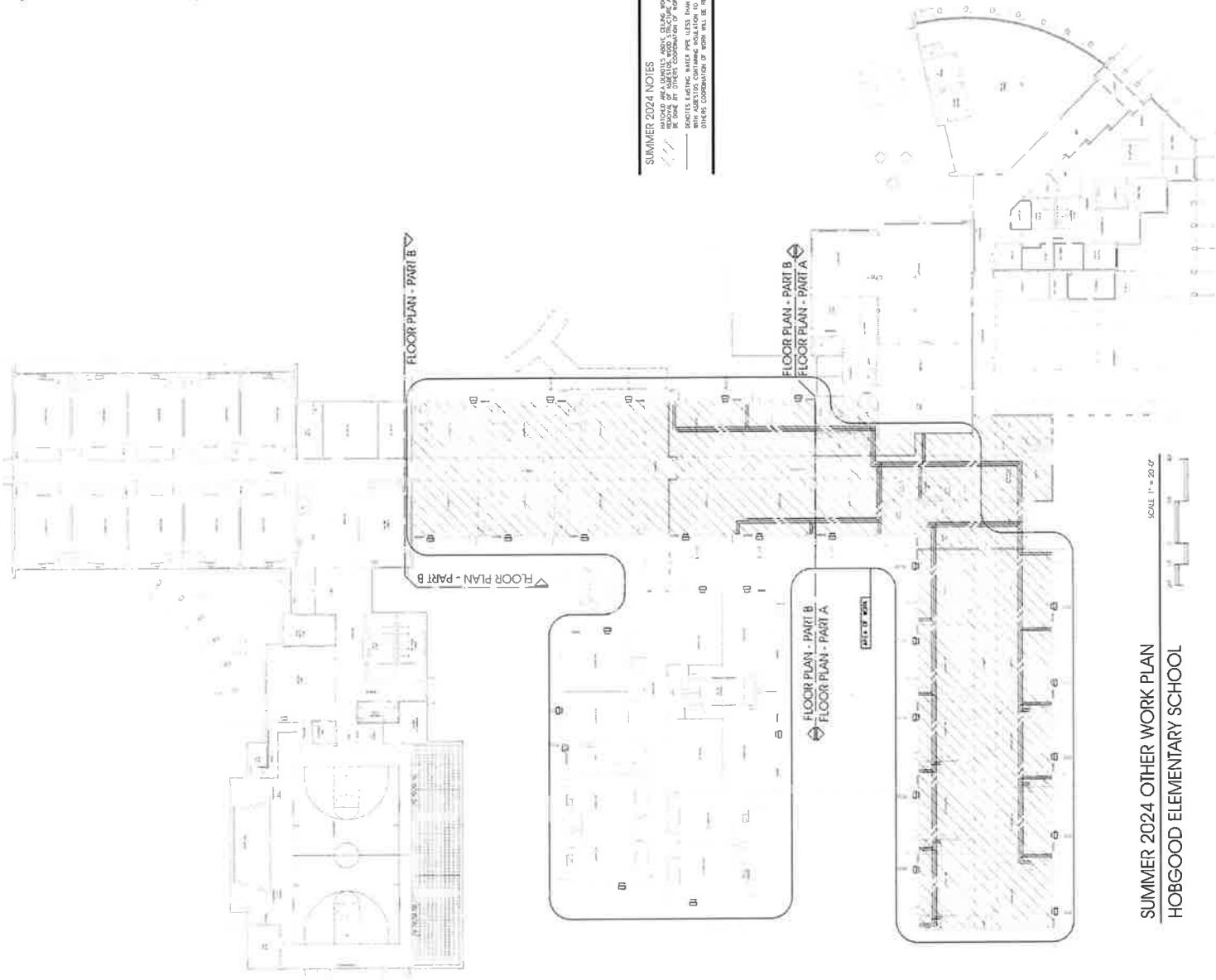
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SUMMER 2024 NOTES

1. HATCHED AREAS ARE TO BE REMOVED AND RECONSTRUCTED AS SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

2. VERIFY EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



SCALE 1" = 20'-0"

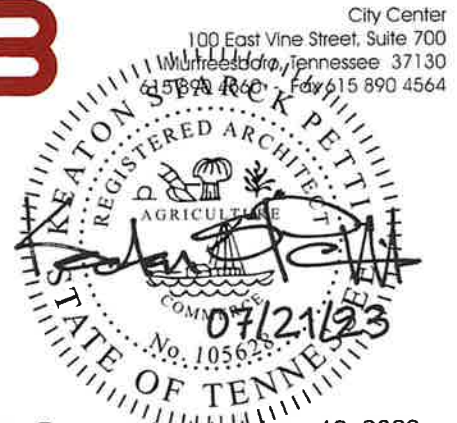
SUMMER 2024 OTHER WORK PLAN
HOBGOOD ELEMENTARY SCHOOL

ADDENDUM NO. 2

Johnson + Bailey Architects P. C.

DATE: July 21, 2023
PROJECT: HVAC Renovations at
Hobgood Elementary School
Murfreesboro City Schools
J+B No. 2302H

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



The following Addendum adds to, corrects, or supersedes Contract Documents dated June 12, 2023, Addendum No. 1 dated July 19, 2023 and is as follows:

CHANGES TO THE DRAWINGS

DRAWING E1.1

REFERENCE: PLAN NOTES, NOTE 9

ADD: The following sentence to PLAN NOTE 9:

"IF NEW PANEL OPTION IS REQUIRED DUE TO LACK OF BREAKER AVAILABILITY, NEW PANELS SHALL BE INSTALLED IN ACCORDANCE WITH CURRENTLY ADOPTED NEC."

- END OF ADDENDUM -

ATTACHMENTS: None

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@jscc.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.

Organization Name

IVAC Renov at Hobgood Elem

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**

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(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.

Organization Name

IVAC Renov at Hobgood Elem

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

*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.

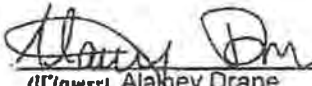
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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) Alahay Drane

Xenergy, Inc.
(Principal)



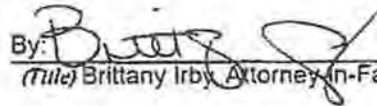
(Seal)

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



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 Xenergy, 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

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.)

- [X] 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 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.

Init.

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.

Init.

§ 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)

APPROVED AS TO FORM

Adam F. Tucker, City Attorney

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@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 18, 2023 19

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Section 00 11 13 Advertisement for Bids, June 12, 2023 (2 pages)
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I+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 12:32:09 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)

EXHIBIT A

CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS

Contractor must, as a material obligation to the Owner and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, the insurance and bonds required by this Exhibit.

Contractor must secure and maintain such insurance coverage and bonds, without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, in accordance with the requirements set forth below.

1. Commercial General Liability Insurance.

- 1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU (explosion, collapse, and underground), and products and completed operations, with a combined single limit of liability of not less than \$2,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$2,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.
- 1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.
- 1.3 Each general liability policy must be endorsed or written to:
 - a. Include the per project aggregate endorsement;
 - b. Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");
 - c. Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;
 - d. Includes a severability of interest clause; and
 - e. Waive all rights of recovery against the Additional Insureds.

2. **Workers' Compensation Insurance.** Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

3. Auto Liability Insurance

- 3.1 Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.
 - 3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.
 - 3.3 This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.
4. **Environmental Liability.** Contractor must secure, pay for, and maintain Contractor's Pollution Liability (CPL) coverage, including mold coverage, in an amount not less than \$1,000,000 and endorsing the Owner as an Additional Insured. Contractor must also provide to the Owner proof of Contractor's Pollution Legal Liability (PLL) for sites owned or operated by Contractors and by any Subcontractors handling hazardous or potentially hazardous materials. Environmental liability coverage may be part of a package policy.
 5. **Professional Liability.** Contractor must secure, pay for, and maintain professional liability coverage in the amount of not less than \$1,000,000 on a form acceptable to the Owner and with tail coverage of not less than two years.
 6. **Umbrella Coverage.** Contractor must secure, pay for, and maintain professional liability coverage in the amount of not less than \$5,000,000 on a form acceptable to the Owner. Umbrella coverage must not be limited to excess coverage that merely follows form of underlying coverages.
 7. **Equipment Property Insurance.** Contractor must secure, pay for, and maintain all-risk insurance as necessary and without exceptions in order to protect the Owner against loss of owned, non-owned, rented, or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor, its Subcontractors, or Lower Tier Entities and any construction material in transit (unless shipped FOB destination Project Site or (Incoterm) DAP Project site) or materials stored in any location other than the Site.
 8. **Builder's Risk.** Unless otherwise instructed by the Owner, Contractor will secure a completed value, all-risk Builder's Risk policy in manuscript form acceptable to Owner for the Project (not merely the Work), including appropriate, as determinate by the Owner, coverages, coverage amounts and limits, deductibles, and exclusions. The Owner must be a named insured and the policy may not terminate until Substantial Final Completion or a certificate of occupancy applicable to the entire property is issued, whichever is latest.
 9. **Waiver of Subrogation.** Contractor hereby waives, and will require each of its Subcontractors and Lower Tier Entities to waive, all rights of subrogation under all policies against the Owner and other Additional Insureds for losses or damages covered by any policy of insurance. Contractor, Subcontractors, and Lower Tier Entities must provide notice of waiver to all insurance carriers.
 10. **Term of Coverage**
 - 10.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").

- 10.2 If at any time during the Completed Operations Term Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
- 10.3 Contractor will furnish certificates of insurance and other evidence that the Owner may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
- 10.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

11. Subcontractor and Lower-Tier Entities Insurance Requirements

- 11.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:
 - a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$ 1,000,000 per occurrence, and \$ 1,000,000 as the annual aggregate limit; and
 - b. Timely furnish to the Owner proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
 - c. The Lower Tier Entities' general liability policy must also be endorsed to provide the policy must be primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.
 - d. The Owner has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.

12. Other Policy Provisions. Each policy to be furnished by Contractor and each Subcontractor must:

- 12.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
- 12.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;
- 12.3 Include the Project per aggregate endorsement;
- 12.4 Waive all rights of subrogation against the Owner;
- 12.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and

12.6 Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.

13. Certificates and Endorsements

13.1 Within 10 days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements;

13.2 Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.

13.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.

14. Reduction in Coverage. Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

15. Suppliers and Materialmen Coverages

15.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.

15.2 With respect to any equipment, machinery or other goods for which the Owner or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the Owner and Contractor as loss payee as their interests appear.

16. Condition Precedent to Starting Work

16.1 Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place; together with

the original of each bond required under this Agreement. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;

16.2 The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.

17. **Additional Proofs of Insurance.** Contractor must, within 10 days after request, provide the Owner with certified copies of all policies and endorsements obtained in compliance with this Agreement.

18. **Indemnity.** The fact that Contractor and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the Owner and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.

19. **Interpretation.** In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.

20. **Performance Bond and Payment Bond.**

20.1 The Contractor shall provide surety bonds as follows:

Type	Penal Sum (\$0.00)
Performance Bond	100% of Contract Sum
Labor and Material Payment Bond	100% of Contract Sum

20.2 Bonds shall be issued by a surety licensed in the State of Tennessee and satisfactory to the Owner.

20.3 The Contractor must provide evidence of Bonds prior to the beginning of work. If the Performance and Payment Bonds are not furnished within ten (10) days of execution of the Agreement, the Owner, in its sole discretion, may elect to terminate the Agreement and award the Project to an alternate contractor.

20.4 The Owner will require the Contractor to increase the Performance and Payment Bonds to accommodate Change Orders that individually or cumulatively exceed 10% of the original Contract Sum. The Contractor shall furnish to the Owner and keep in force during the term of the Contract, performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and materials furnished for the Work.

20.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

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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.

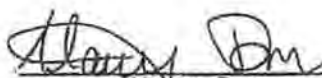
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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) Alaphy 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

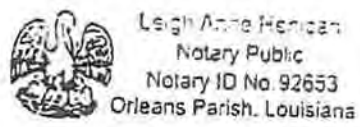
Cullen S. Piske

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
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

ADDENDUM NO. 1

Johnson + Bailey Architects P. C.

DATE: July 18, 2023

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

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



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

The following Addendum adds to, corrects, or supersedes Contract Documents dated June 12, 2023, and is as follows:

CHANGES TO THE SPECIFICATIONS

SECTION 00 11 13 - ADVERTISEMENT FOR BIDS

REFERENCE: Page 2

ADD: The following paragraph:

“Contractor and subcontractor SAM UEI numbers must be registered and active at the time of bid opening.”

SECTION 00 22 13 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

REFERENCE: Page 2, ARTICLE 4: BIDDING PROCEDURES

ADD: The following paragraph:

“ADD PARAGRAPH 4.1.9 AS FOLLOWS:

4.1.9 Contractor and subcontractor SAM UEI numbers must be registered and active at the time of bid opening.”

SECTION 00 52 13 - CITY STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

REFERENCE: A101 - 2017 - ATTACHMENT A

DELETE: A101 - 2017 - ATTACHMENT A in its entirety

ADD: The attached revised A101 - 2017 - ATTACHMENT A dated 07/18/23 in place of the deleted.

SECTION 01 25 13 - SUBSTITUTIONS & PRODUCT OPTIONS

REFERENCE: Entire specification section.

ADD: Paragraph 5 to read as follow:

“5. Substitution requests shall be submitted by email to kpettit@jbarchitects.com with Purchasing@murfreesborotn.gov copied on the request.”

SECTION 01 41 00 - REGULATORY REQUIREMENTS

REFERENCE: PART 1 - GENERAL

ADD: Paragraph 1.9 to read as follows:

“1.9 DAVIS-BACON ACT

- A. Contractor shall be responsible to verify and comply with the prevailing wage, as well as submitting all required certified payroll documentation.”

CHANGES TO THE DRAWINGS

DRAWINGS A2.1, A2.2, A2.3, A3.1, A3.2, A3.3

REFERENCE: GENERAL RENOVATION NOTES

REVISE: General Note '2' to read as shown on attached revised drawings A2.1, 2.2, and 2.3, Revision 1 dated 07/18/23.

REVISE: General Note '4' to read as shown on attached revised drawings A2.1, 2.2, and 2.3, Revision 1 dated 07/18/23.

ADD: General Note '5' to read as shown on attached revised drawings A2.1, 2.2, and 2.3, Revision 1 dated 07/18/23.

REFERENCE: KEYED RENOVATION PLAN NOTES

REVISE: Keyed Renovation Plan Note '9' to read as shown on attached revised drawings A2.1, 2.2, and 2.3, Revision 1 dated 07/18/23.

ADD: Keyed Renovation Plan Note '13' to read as shown on attached revised drawings A2.1, 2.2, and 2.3, Revision 1 dated 07/18/23.

DRAWING A2.1

REFERENCE: DEMOLITION FLOOR PLAN - PART A

DELETE: Keyed renovation note '4' from Classrooms 01, 02, 03, 04, 09, 10, 11, and 12 as shown on attached revised drawing A2.1, Revision 1 dated 07/18/23.

ADD: Additional keyed renovation notes and existing equipment information as shown on attached revised drawing A2.1, Revision 1 dated 07/18/23.

DRAWING A2.2

REFERENCE: DEMOLITION FLOOR PLAN - PART B

DELETE: Keyed renovation note '4' from Classrooms 13, 14, 15, 21, 22, and 23 as shown on attached revised drawing A2.2, Revision 1 dated 07/18/23.

ADD: Additional keyed renovation notes and existing equipment information as shown on attached revised drawing A2.2, Revision 1 dated 07/18/23.

DRAWING A2.3

REFERENCE: DEMOLITION FLOOR PLAN - PART C

ADD: Additional keyed renovation notes and existing equipment information as shown on attached revised drawing A2.3, Revision 1 dated 07/18/23.

DRAWING A4.3

REFERENCE: SHEET

REVISE: Title of Reflected Ceiling Plan to read as 'New Work' as shown on attached revised drawing A4.3, Revision 1 dated 07/18/23.

DRAWING M1.1

REFERENCE: PACKAGED WALL MOUNT SCHEDULE, Row: 'EXTERNAL S.P.'

CHANGE: All units from 'DUCTED' to 'FREE BLOW', except for HP#B12 and C11 which shall be DUCTED and reconnected to existing ductwork.

REFERENCE: PACKAGED WALL MOUNT SCHEDULE, Footnote '1'

CHANGE: 'WAPR11-X' to read 'WISP'

DRAWING P1.1

REFERENCE: PLUMBING MASTER FLOOR PLAN, HP#B2

CHANGE: Condensate routing towards HP#B3 system to avoid handicapped ramp at Music Classroom. (See GENERAL PLUMBING NOTE B for flexibility similar to this change for other proposed condensate drains)

ADDENDUM NO. 1
HVAC Renovations at
Reeves-Rogers Elementary School
Murfreesboro City Schools
J+B No. 2302R
July 18, 2023
Page 4

ATTACHMENTS: Revised A101 - 2017 - ATTACHMENT A dated 07/18/23
Revised Drawing A2.1 dated 07/18/23
Revised Drawing A2.2 dated 07/18/23
Revised Drawing A2.3 dated 07/18/23
Revised Drawing A4.3 dated 07/18/23

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

Attachment A

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.



City Center
 100 East Wine St.
 Murfreesboro, TN 37132
 415-990-4560
 Fax: 415-990-4564

HVAC Renovations at Reeves-Rogge Elementary School

Murfreesboro, TN

REVISIONS	DATE
1	2/11/22

NOTES

THIS DOCUMENT IS THE PROPERTY OF JANTZEN-BALLEE ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REPRODUCTION OR TRANSMISSION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF JANTZEN-BALLEE ARCHITECTS IS PROHIBITED.



PROJECT NO: 23026
 DATE: 01/23/22
 DRAWN BY: J.B.P.
 CHECKED BY: J.B.P.

A2.2

GENERAL RENOVATION NOTES

1. REMOVE EXISTING INTERIOR AND EXTERIOR FINISHES FROM DAMAGED CONDITION.
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10. REMOVE EXISTING INTERIOR AND EXTERIOR FINISHES FROM DAMAGED CONDITION.

NEWED RENOVATION PLAN NOTES

1. INTERIOR NEW OPENING IN EXISTING WALL AS REQUIRED PER PLAN. INSTALLATION OF NEW HVAC UNIT AS REQUIRED PER PLAN.
2. REMOVE EXISTING WALL AND EXTERIOR FINISHES FROM DAMAGED CONDITION. REMOVE EXISTING WALL AND EXTERIOR FINISHES FROM DAMAGED CONDITION. REMOVE EXISTING WALL AND EXTERIOR FINISHES FROM DAMAGED CONDITION.
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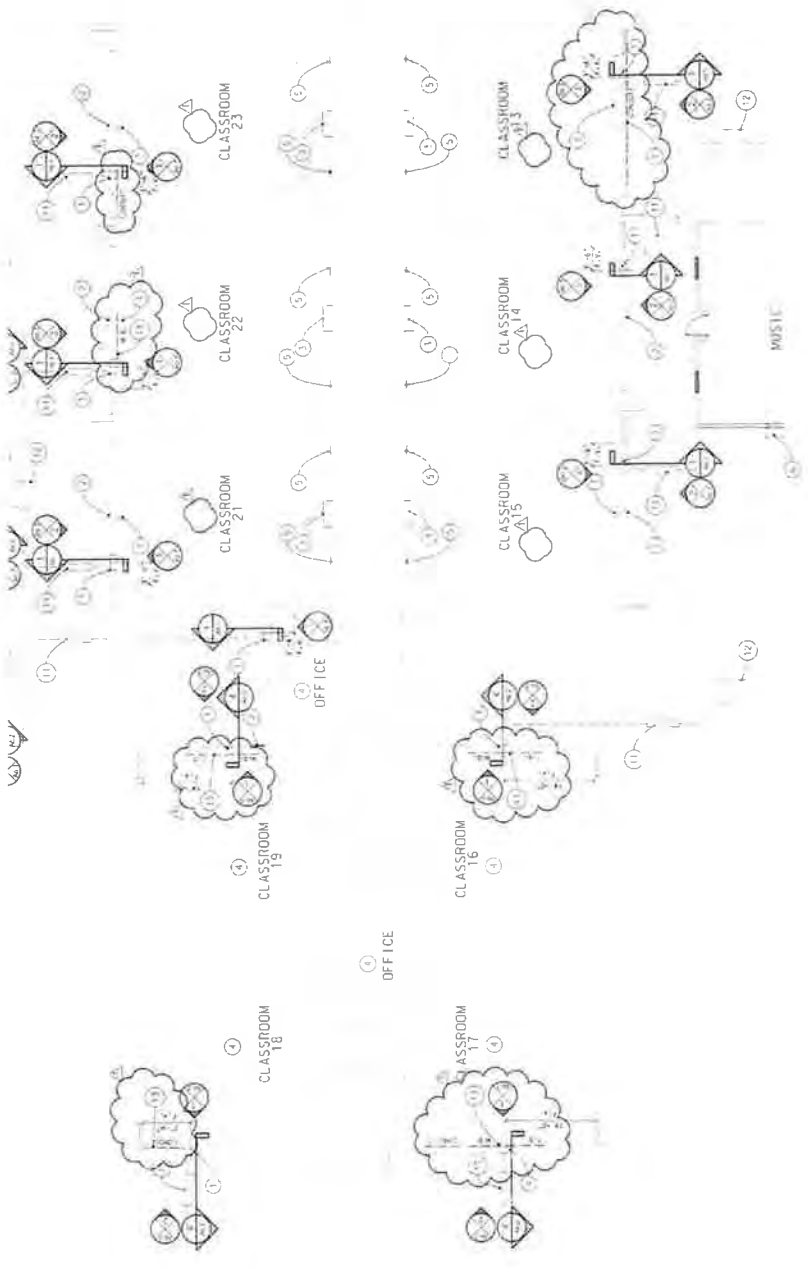


LOUNGE

JAN.

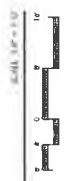
ELEC.

KITCHEN



WALL SYMBOLS LEGEND

DEMOLITION FLOOR PLAN - PART B
 REEVES ROGERS ELEMENTARY SCHOOL



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				
	TN License No.	Expires	Classification	Dollar Limit
Plumbing: Xenergy, Inc.	64687	5-31-25	CMC	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				

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



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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				
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Address: <u>101 Hanover Square, Nashville, TN 37215</u>				
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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 Xenergy, 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

COUNCIL COMMUNICATION

Meeting Date: 08/17/2023

Item Title: Contract with TDOT for Improve Act Funds
Department: Transportation (Transit)
Presented by: Russ Brashear, Assistant Transportation Director
Requested Council Action:

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

Summary

State contract for \$3,000,000 in Improve Act funding for Transit Center.

Staff Recommendation

Approve Contract with TDOT to secure State funding.

Background Information

The City has been awarded \$3,000,000 from TDOT under the Improve Act for the Murfreesboro Transit Center. This award is in addition to two previous awards of \$3,000,000 each and brings the total Improve Act funding awarded to \$9,000,000.

The City has received Bids for the Construction Phase of the project and is currently reviewing the submittals. The project is located in an Opportunity Zone and requires a 90/10 match, thus the local expenditure will be \$300,000 on the \$3,000,000 award.

Council Priorities Served

Responsible Budgeting

Use of State funds benefits the City by reducing the amount of City revenues allocated for transit-related expenses.

Fiscal Impact

The City's matching fund of \$300,000 is accounted for in the 2019 and 2022 Capital Investment Program.

Attachments

1. Award Letter
2. Grant Contract TDOT Project #75IMPV-S3-004



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

COMMISSIONER'S OFFICE
SUITE 700, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2848

BUTCHELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

February 1, 2023

Jim Kerr
Transportation Director
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130

RE: IMPROVE Transit Investment Grant SFY2023 Award

Dear Mr. Kerr:

I am pleased to inform you that the Tennessee Department of Transportation (TDOT) has awarded the City of Murfreesboro's application to the IMPROVE Transit Investment Grant Program for the project detailed below:

Project	State IMPROVE Funds	Local Match
Construction of the Murfreesboro Transit Center	\$3,000,000	\$300,000

TDOT staff will initiate the contract process within the next few weeks. Please note that the contract includes clauses that require recipients of state funds to receive TDOT approval at specific milestones in the project. Please contact TDOT.MultimodalProcurement@tn.gov to initiate the procurement and project planning process.

Congratulations on the selection of this project for award. TDOT thanks you for your commitment to fulfilling the public transportation needs of your community. If you have any questions or need additional information, please feel free to contact Kaitlyn McClanahan at (615) 532-5835 or via email at Kaitlyn.McClanahan@tn.gov.

Sincerely,

Howard H. Eley
Commissioner of Transportation

CC: Preston Elliott, Deputy Commissioner
Daniel Pallme, Multimodal Director
Larry Sanborn, Multimodal Assistant Director
Brian Higdon, Transit Oversight Manager
Kaitlyn McClanahan, Transit Programs Manager

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

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

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with all state and applicable federal rules and requirements regarding procurement, construction, and project reimbursement.
- A.3. The Grantee shall utilize funds for capital assistance to support public transportation services in Tennessee. Capital projects include, but are not limited to:
- a. Transit Centers, Administration, Maintenance, and Storage Facilities
 - b. Bus Rapid Transit and Fixed Guideway Stations
 - c. Park and Ride Lots
 - d. ROW Acquisition for Transit and Transit Oriented Development (TOD) Projects
 - e. Intelligent Transportation Systems (ITS) and Technology
 - f. Passenger Amenity Projects
 - g. Transit Fueling and Electric Charging Stations
 - h. Rolling Stock and Associated Equipment
 - j. Safety and Security Equipment
- A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. below);
 - b. the Grantee's SFY 2023 IMPROVE Act Grant Award Letter and Application, submitted to and as approved by State in the SFY 2023 IMPROVE Act Grant Call for Projects, attached as Attachment One.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2023 ("Effective Date") and ending on June 30, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Million Dollars and No Cents (\$3,000,000.00) ("Maximum Liability"). The Grant

Budget, attached and incorporated as Attachment Two, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation
Multimodal Transportation Resources Division
505 Deaderick Street – James K. Polk Building, Suite 1200
Nashville, Tennessee 37243

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

TDOT PROJECT NO.: 75IMPV-S3-004
DG NO.: DG24-77814

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract includes funds previously allocated in a previous grant contract or provides for a subsequent phase of work with the same funding as a previous contract, and partial dollars were paid in the previous grant contract, then this Grant Contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement, and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee

costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's

TDOT PROJECT NO.: 75IMPV-S3-004
DG NO.: DG24-77814

Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal

TDOT PROJECT NO.: 75IMPV-S3-004
DG NO.: DG24-77814

contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Brenden Henderson, Program Monitor 2
Tennessee Department of Transportation
Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
Brenden.henderson@tn.gov
Telephone # (615) 253-4942
FAX # (615) 253-1482

The Grantee:

Russ Brashear, Assistant Transportation Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
rbrashear@murfreesborotn.gov
Telephone Number: (615) 893-6441
FAX Number: (615) 849-2606

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

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

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- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

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- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual

services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

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The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;

- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
 - 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).
- E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.
- E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.9. Capital Asset. The Grantee shall:
- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
 - (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
 - (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
 - (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
 - (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
 - (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
 2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
 - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.

- d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards (“FMVSS”) as established by the United States Department of Transportation.
 - (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State’s prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration (“FTA”). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.
- E.10. Vehicle Disposal Process and Proceeds. The Grantee shall adhere to the disposal process described in the State Management Plan for Federal Transit Administration (FTA) Programs of the Tennessee Department of Transportation on file with the FTA, subject to the following exception pursuant to the Infrastructure Investment and Jobs Act (IIJA), 49 U.S.C. § 5334 (h)(4)(B):
For rolling stock, equipment, and aggregate supplies that have met their minimum useful life and were (1) purchased with federal assistance, (2) with a fair market value of more than \$5,000, and (3) were sold after November 15, 2021, the Grantee may retain only a portion of the funds, in the amount of \$5,000 plus the percentage of the amount over \$5,000 that is proportional to the percentage of the State’s share and the percentage of the local share in the original award. Any remaining federal share must be returned to the FTA and cannot be retained for public transportation use. If this Grant Contract includes federal funds, then the Grantee shall return any such remaining federal share to the State, and the State then will return the funds to FTA.
- E.11. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.12. Participation in Real Property Acquisition. The State and/or Federal participation in the acquisition of real property is outlined in Attachment Three, attached and incorporated herein to this Grant Contract.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

SHANE MCFARLAND, MAYOR

DATE

DocuSigned by:

Adam Tucker

43A2U33E51F94U1...

ADAM TUCKER, CITY ATTORNEY

APPROVED AS TO FORM AND LEGALITY

DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, COMMISSIONER

DATE

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

DATE



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

COMMISSIONER'S OFFICE
SUITE 700, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2848

BUTCHELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

February 1, 2023

Jim Kerr
Transportation Director
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130

RE: IMPROVE Transit Investment Grant SFY2023 Award

Dear Mr. Kerr:

I am pleased to inform you that the Tennessee Department of Transportation (TDOT) has awarded the City of Murfreesboro's application to the IMPROVE Transit Investment Grant Program for the project detailed below:

Project	State IMPROVE Funds	Local Match
Construction of the Murfreesboro Transit Center	\$3,000,000	\$300,000

TDOT staff will initiate the contract process within the next few weeks. Please note that the contract includes clauses that require recipients of state funds to receive TDOT approval at specific milestones in the project. Please contact TDOT.MultimodalProcurement@tn.gov to initiate the procurement and project planning process.

Congratulations on the selection of this project for award. TDOT thanks you for your commitment to fulfilling the public transportation needs of your community. If you have any questions or need additional information, please feel free to contact Kaitlyn McClanahan at (615) 532-5835 or via email at Kaitlyn.McClanahan@tn.gov.

Sincerely,

Howard H. Eley
Commissioner of Transportation

CC: Preston Elliott, Deputy Commissioner
Daniel Pallme, Multimodal Director
Larry Sanborn, Multimodal Assistant Director
Brian Higdon, Transit Oversight Manager
Kaitlyn McClanahan, Transit Programs Manager



Form Name: IMPROVE Transit Investment Grant Application
 Submission Time: October 3, 2022 12:44 pm
 Unique ID: 1017176900
 Location:

Applicant Contact Information

Agency Name	City of Murfreesboro
Project Manager Name	Jim Kerr
Project Manager Email	jkerr@murfreesborotn.gov
Project Manager Phone	(629) 201-6254
List Any Additional Contact Names & Email Addresses	Russ Brashear Assist Transportation Director rbrashear@murfreesborotn.gov 655-893-6441

Project Information

Project Name	Murfreesboro Transit Center
Project Category	Facilities
Facilities Project Type	Transit Centers & Park-and-Ride Lots
Project Address (If there are multiple locations for this project, please attach a list with the corresponding addresses)	324 New Salem Hwy Murfreesboro, TN 37129
Is the project location in a distressed county or Opportunity Zone?	Yes
Provide detailed site location information showing that the project will create lasting impact in the Economically Distressed Area or Opportunity Zone.	<p>The project site is located with Census Tract 418, which is a Low-Income Community Opportunity Zone. This 6.6 square mile census tract has a population of approximately 4,300 and is one of 3 Opportunity Zones in Rutherford County. The Census Tract is also designated by the USDOT as a Historically Disadvantaged Community and an Area of Persistent Poverty.</p> <p>In 2021, the City of Murfreesboro rezoned the project site from Single Family Residential (RS-10) to a Planned Institutional Development (PND) (see attached Request for Rezoning to a Planned Institutional Development.pdf).</p>

Please explain who currently owns the landsite of the proposed project. If there is land that needs to be acquired for this project describe the anticipated method of acquisition.

In 2021, the City of Murfreesboro purchased the 5.43-acre site for the proposed Murfreesboro Transit Center. The acquisition occurred following the completion of the National Environmental Policy Act (NEPA) process with the November 2020 receipt of a Categorical Exclusion from the Federal Transit Administration. The City acquired the property for \$1.25 million and used a combination of City, Federal and State funds to purchase the site.

Describe any defining land characteristics of the selected site

The project site is in Murfreesboro, TN located in the southwest quadrant of the intersection of Bridge Avenue with New Salem Road (SR-99). The site is approximately 1,000 feet east of the West Fork of Stones River and Greenway and approximately 0.8 miles southwest of the Trail of Tears, as recorded by the National Park Service National Historic Trail, which followed the present-day Broad Street (US 41) corridor through Murfreesboro. The property is currently vacant and consists of a combination of cleared land and densely wooded land.

The site is located within the city limits in an area with mixed commercial, government, religious and residential land uses. The adjacent properties to the north include residential properties, a church, and a bail bond business located in a former residence. The adjacent property to the east, across New Salem Highway, is a fire and rescue training facility owned by the City. To the south, properties include a presently vacant office and warehouse facility and a mini self-storage facility. The property to the west is currently wooded and undeveloped with plans for a church and a road realignment already approved.

The following description of the site reflects field investigations conducted during the NEPA process. The land characteristics summarized below will not impact construction of the Transit Center.

Surface cover in the east part and along the north property margin (adjacent to Bridge Avenue) consists of grass and weeds. Surface cover in remaining site areas consisted of relatively dense small- to medium-diameter trees and thick underbrush. The wooded portion makes up approximately 3.32 acres and the open grassy lawns comprise approximately 2.11 acres. A high level of disturbance in the wooded area is indicated by the linear push piles at the woods edge, debris-filled depressions throughout, and crisscrossing drainage channels leading to a sinkhole.

The vegetation in this area consists of secondary growth (dense privet) and sparse older hardwoods. Shale and limestone bedrock are visible on the surface (beneath thick vines and ivy) along the southern boundary and western side of the wooded part of the site. The wooded area is also filled with many modern trash scatters, dumps, and possible itinerant camps.

The open grassy part been modified by the commercial and residential development surrounding it. The landform is consistently flat, with a culvert draining water to the north of Bridge Avenue on the eastern side of the Church of Christ. The soil and grasses on the entire eastern side of the grassy lawn shows evidence of pooling and slow-draining water. Both above ground and buried utilities are also present along the northern boundary (paralleling Bridge Ave.) and the eastern boundary (along New Salem Rd.)

Other surface features present included remnants of a former building and

apparent concrete water trough (northcentral part of property). Limestone rock outcroppings were observed at several locations across the property but were most prominent in the central and southern parts of the property. Several encampments were present in the west part of the property.

Additionally, a Preliminary Geotechnical Report was completed in August 2020. The Geotechnical analysis did not identify any challenges to the construction of the project (see attached Murfreesboro Transit Center - Final Preliminary Geotechnical Report 2020 08.07).

Please provide any additional details about the site

See attached Categorical Exclusion letter. TDOT PROJECT NO.: 75IMPV-S3-004
DGA NO.: DG24-77814

Project Budget

Does the project include Federal funds? Yes

Please identify the sources of federal funds and specify the amount from each source. Include the name of the program and federal agency that manages the program. FTA 5307 ----- \$3,297,104 Grant no. TN-2017-052-04 has funds obligated/used from 2014, 2015, 2017, and 2019. Performance end date is March 30, 2029.

Are the Federal funds awarded yet? Yes

IMPROVE TIG Funds Requested 3000000

Local Match 300000

Total Project Budget 3300000

Have the Local funds been approved in a budget at the time of the application? Yes

Please identify the sources of local funds and specify the amount from each source. TDOT ----- \$6,437,030 (Previously awarded Improve Act funding & 10% match to Federal funds) Current Improve Act fund contract end date is June 30, 2025
City of Murfreesboro ---- \$2,437,030 (Previously awarded Improve Act match at 25% & 10% Federal match) Funds are available until used.

In some cases, TDOT may consider funding a portion of the proposed project. Would the applicant consider accepting a reduced project scope/amount of funding? Yes

Provide a narrative on how a reduced amount of funding would impact the proposed project details, descriptions, benefits, and/or budget. Insufficient funds will require elimination of key components or functions to be located on the Transit Facility site.
Currently, the economy, inflation, supply chain issues, availability of products, and availability of resources are driving prices higher than expected and higher than originally budgeted.
The project estimate has taken these factors into consideration with the hopes that no cost cutting would be required. This could also impact future capital projects that are currently in the planning phase.

Project Description

Project Description

The City of Murfreesboro is proposing to construct the Murfreesboro Transit Center which will include a new 12,000 square-foot transit administration and operations building, a standalone 2,100 square-foot passenger transfer center with 12 bus berths, and a 2,700 square-foot bus wash on a 5.43-acre site less than 1.5 miles from downtown Murfreesboro. The new Transit Center will enhance the service and accessibility of Murfreesboro's Public Bus System and will be consistent with the desired vibrancy encouraged by the Murfreesboro Design Guidelines. Once constructed, the transit center would operate from 6 am to 6 pm Monday through Friday, 9 am to 4 pm on Saturday, and no service currently on Sunday. Extended evening hours and additional routes will be planned after the facility is operational.

The new transit administration and operations building will be a secured facility that will include an employee lounge for bus operators and other transit center staff, employee training and conferencing areas, private and shared office spaces, and other staff and building support spaces.

The new passenger transfer center will house a public waiting area to accommodate 80+ passengers with access to public restrooms and a passenger services convenience area, which will be accessible from the exterior plaza. The building will be central to the 12 surrounding bus berths and the associated exterior waiting areas that will be covered by continuous, lighted canopies.

The Transit Center's exterior areas will include adequate vehicular and pedestrian circulation, spare bus and employee/visitor parking, a passenger drop-off/pick-up area, accommodations for other regional bus and paratransit services, and complementary landscape/hardscape site elements.

Additionally, the Murfreesboro Transit Center will employ cost-effective, energy-efficient technologies to reduce operating costs and conserve energy. These applications will include the use of energy-conserving heating, cooling, and ventilation systems, energy-efficient lighting systems, high-performance glazing right-sized for optimal natural daylighting, and building envelope technologies that have substantial technical potential to reduce building energy consumption.

See attached MTC Renderings.pdf for visual simulation images of the Transit Center and attached 01_Murfreesboro_Transit_Center_90%_Submittal_Dwgs_20220103.pdf for 90 percent submittal drawings.

Has the applicant modified the project proposal from the Notice of Intent phase?

No

Project Readiness

Please explain the agency's experience with a similar project. If the agency does not have prior experience, explain the support system the agency plans to assemble to deliver this project. What systems does the agency have in place to ensure adequate reporting, managing risk, and project oversight?

The City of Murfreesboro has the technical, legal, and financial capacity to successfully implement the Transit Center Project. This City has a long history of implementing successful major capital investment projects using Federal Highway Administration (FHWA) funds including M-STP, CMAQ, TAP and Multimodal. Additionally, the City has HDR Engineering, Inc under contract to provide Construction Administration services. HDR provides full-service design and construction support services and has extensive experience with publicly funded projects and familiarity with reporting, managing risk, and project oversight levels of effort.

The attached MTC_Project_Schedule.pdf provides the current implementation schedule shows construction being completed in August 2024. Additionally, the attached Approved_MTC DCE_11.18.20.pdf (attached in prior section) documents FTA's NEPA compliance approval for the Transit Center based on the results of the Documented Categorical Exclusion. Also attached the City's certificates from TDOT Local Program Office.

Local Planning & Support

Transit/Strategic/Capital Plans: Please list, by name, local planning documents that developed and include the project. Provide web links where applicable or upload the planning documents. Identify the pages that reference the project.

List of Transit/Strategic/Capital Plans (see attachments):

- 2011 Transit Facility Needs Assessment
- 2017 Comprehensive Operations Analysis (COA) - Page 13 (page 27 of combined files)
- City of Murfreesboro 2040 Major Transportation Plan - Page 36
<https://www.murfreesborotn.gov/DocumentCenter/View/8545>
- 2022 Route Realignment and Potential Shelter Location Technical Report - Page 1 (page 36 of combined files)
- Nashville Area Metropolitan Planning Organization FY 2020-2023 TIP (#2014-45-020) Page 93 of combined files

List of Letters of Support and Record of Public Engagement (see attachments):

- Nashville MPO Letter of Support (Page 94 of combined files)
- Bridge Avenue Church of Christ Meeting Notes (Pages 95 and 96 of combined files)
- Public Involvement Summary (Pages 95 and 96 of combined files)

Project Benefits

Safety/State of Good Repair: Please explain how the project will address a safety or maintenance need, and the prioritization process of identifying this proposed project over others.

This project, when complete, will be a safe environment for passengers as well as RTA passengers to wait in a well lit climate controlled environment with comfortable seating areas and accessible restrooms'. The design will greatly enhance the safety of transferring from one route to another by keeping passengers out of the flow of incoming and outgoing buses. The current/existing transfer station is a simple open lot located on property leased from the Housing Authority with passengers freely walking around on the lot as the buses are coming and going. It is located in what has been a heavy construction area for a few years with multiple road closures and poor lighting at night. The area is simply not ideal anymore for a service that is growing and needs to expand. The lot itself has zero room for expansion.

Operational Improvement: Please explain how the project addresses an existing operational challenge, and why the proposed operational improvements are the best fit compared to other potential solutions.

Since its inception in 2007, the City of Murfreesboro Public Transportation System, Rover, has had its maintenance and supervisory offices located on Florence Road in the City's Public Works facility. It is temporarily housed in a spare portion of the Solid Waste building. This facility is remotely located from the transit customer base and as such is not convenient for public access and use. Rover's administrative and ticket offices are currently located at 111 West Vine Street in City Hall. Further, the primary hub of the transit system on the corner of Burton and Walnut Streets is located approximately 7.5 miles from the public works facility thus resulting in unnecessary additional mileage on the Rover fleet of buses as well as unnecessary personnel travel time. Overall performance will be enhanced with the ability to be more flexible with routes and connect with other systems such as RTA.

Given the existing inefficiencies and increasing ridership of the Rover system, the City of Murfreesboro is considering the construction of a comprehensive transit facility for passenger boarding and transferring, as well as a place to house, dispatch, operate, administrate, train, and maintain the public transit system for the City with ability for this facility to expand as future service need and financial capability warrants.

Over the last several years, staff has been working to obtain a new centralized site and ultimately a new building that would better accommodate public transit operations with a focus on customer convenience and operational efficiency.

Ridership & Mobility: Please identify aspects of the current rider experience that warrant improvement. Provide evidence of how the proposed solution will make a positive impact, attract riders, and increase system-wide access.

In a recent survey being funded by TDOT, it has become a growing concern of the riders that our current service configuration does not provide sufficient transportation to gain or maintain employment. 60% of Survey Respondents indicated they have missed out on employment opportunities due to lack of Transportation. While we will most likely enhance service before the Transit Center is built, our expansion options are limited until it is completed. Industrial employers, Veteran's advocacy groups, and the Chamber of Commerce have expressed a desire for transportation options that will make some of their applicants more employable as well.

Procurement

Is the Procurement ICE Worksheet (linked above) attached to the application? Yes

Will this project include multiple procurements? No

Construction Project Details

Any planning/design activities for items that lead to construction must be procured in a qualifications-based procurement. Please describe the A/E construction services needed for this project including all work taking place in the future. If the activities have already been completed, please explain the procurement process, and attach the required documents.

The City has already advertised and received qualification for the final design and construction administration of the transit facility. Once final construction documents are completed, the city will negotiate with consultant the construction administrative services for this project. They City will have construction managers and inspectors reviewing the day to day operations with additional support from the CA team. The City has inspectors that have been certified through TDOT's Local Program Division and have past experience in managing projects utilizing federal funds.

If awarded, would the agency ask TDOT to reimburse the A/E work already taken place? No

Is any part of the project to be constructed inside State or Federal highway right-of-way? Yes

Will the project impact an existing or eligible National Register Historic Site or District? No

Does the project include a pedestrian/bike bridge or tunnel, or impact an existing TDOT structure? No

Does the project exist within 200-ft of a railroad, or will any part of the project impact a rail line? No

Is the proposed project within a designated floodplain? Yes

Applicant Compliance Status

Does the agency have any open findings with the FTA or other reviewing body? No

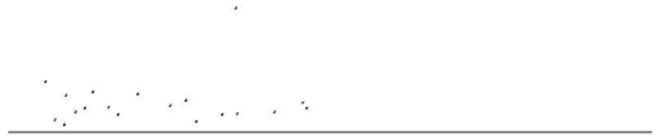
Other Application Details

Please include any additional information or clarifications about the project, particularly as it relates to TDOT's feedback on your agency's Notice of Intent.

While this project has been extended and delayed multiple times we are finally ready to move forward with construction. The final design on this project is a culmination of these delays and changes of venue that will produce a first class facility in Middle Tennessee and Murfreesboro specifically. This will make transit advancement in the area more viable and available.

Application Certification

Signature



Name of Signator Jim Kerr

TDOT PROJECT NO.: 75IMPV-S3-004
 DG NO.: DG24-77814

ATTACHMENT TWO

UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET

	STATE SHARE	FEDERAL SHARE	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$3,000,000.00	\$0.00	\$3,000,000.00	\$300,000.00	\$3,300,000.00
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
62.0x.xx - Project Administration					
63.5x.xx - Rural Technical Assistance Program					
64.8x.xx - Appalachian					
xx.xx.xx - Other					
GRAND TOTAL	\$3,000,000.00	\$0.00	\$3,000,000.00	\$300,000.00	\$3,300,000.00

TDOT PROJECT NO.: 75IMPV-S3-004
DG NO.: DG24-77814

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$3,000,000.00	\$0.00	\$3,000,000.00	\$300,000.00	\$3,300,000.00
TOTAL	\$3,000,000.00	\$0.00	\$3,000,000.00	\$300,000.00	\$3,300,000.00

No Items.

COUNCIL COMMUNICATION

Meeting Date: 08/17/2023

Item Title: Beer Permits
Department: Finance
Presented by: Jennifer Brown, City Recorder

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

TCA 57-5-103 delegates the authority to regulate the sale, distribution, manufacture, or storage of beer to the City where the business is located.

Staff Recommendation

The applications from the following applicants meet requirements and are recommended to be approved. The permits will only be issued once the permits are approved by the City Council (Beer Board) and building and codes final inspections are passed for regular beer permits or a special event permit is approved for special event beer permits.

Special Event Beer Permits

Name of Applicant	Date of Event	Type of Event	Location of Event
MTSU Foundation	9/22/2023	Homecoming Party & Scholarship Fundraiser	Walnut House - 116 N. Walnut St.

Background Information

All applicants meet the requirements for issuing a beer permit per the City Code Chapter 4 Alcoholic Beverages with the exception of pending building and codes inspections for regular beer permits or pending special event permit for special event beer permits.

Council Priorities Served

Maintain public safety

Controlling the sale of beer within the City provides enforcement tools by the City for restrictions as to where beer is sold, ability to obtain the right to sell beer, time of beer sales and onsite consumption.

Attachments

Summaries of Request

Special Event Beer Application

Summary of information from the beer application:

Name of Non-Profit Organization	Middle Tennessee State University Foundation
Organization Address	MTSU Box 104
Event Location	Walnut House 116 N. Walnut St.
Event Date	9/22/2023
Event Time	8:00 p.m. until 12:00 a.m.
Period for Beer to be Served	8:00 p.m. until 12:00 a.m.
Nature and Purpose of Event	Homecoming Party & Scholarship Fundraiser
Approximate Number of Persons Expected to Attend	200
Special Event Permit Approved?	No
Application Completed Properly?	Yes
Internal Revenue Letter Provided?	Yes

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

No Items.

