

**Board of Education Regular Meeting**

March 11, 2025 6:00 PM

City Hall Council Chambers

I. CALL TO ORDER Procedural Item	Chair Butch Campbell
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by Rebecca Layman and Jake Revett, both 5th graders at Discovery School and Sofia Salazar, a 4th grade student and Farrah Jai King, a 6th grade student, both at John Pittard Elementary.	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item	Chair Butch Campbell
III. COMMUNICATIONS Information Item The MCS Employee of the Year Celebration is Tuesday, March 18, at 5:00 p.m. We will be recognizing our Teachers and Support Staff of the Year.  Excellence in Education is Friday, April 11. This year's honoree is former school board member and pediatrician, Dr. Andy Brown.  Join MCS for the MCS Honor Band performance on March 24, 6 p.m. at Hobgood's gymnasium.  Parent University - TCAP Testing Parent Workshop via zoom is scheduled for March 12. This is the best way for parents of 3rd-6th grade students to find out more about TCAP testing and what they can do to help their children succeed.  Thank you to Read to Succeed and MTSU College of Liberal Arts for their partnership with The Anxious Generation series.  Zone Waivers are open through March 28. Visit <a href="http://cityschools.net">cityschools.net</a> for details. Additionally, Kindergarten Preview and Registration Days are scheduled in March and April.  STEAM in the City is scheduled for March 20 at Lane Agri Center. Join us for a full evening of STEAM including competitions, robotics and Invention Convention.  The Gifted Academy Graduation is scheduled for Saturday, March 15, at 8:30 a.m. at the central office.	Mrs. Lisa Trail
A. Spotlight on Education-Overall Creek Choir Performance under the Direction of Cathrine Gordon  Allie LaPere Hadley Hollingsworth Emma Grace McDonald Emorie McCorkle Kai'lon Henderson	Dr. Trey Duke

<p>Jolee Mitchell  Berkley Davis  Sofia Wander  Nela Shelton  Isabella Jablonski  Adelyn Shewmaker  Aaliya Brandon  Maddie Mae Potts  Rylee Shumaker  Merrit Rateeb  Addison Menth  Myla O'Kelley  Sierra Henson  Miah Henley  Raelyn Duke  Seydi Ruiz Johnson  Kalliope Jenkins  LeeAnna Chaloux  Nadya Flores  Ariel Briggs  Lorelai Day  Kaylee Canedo  Caroline Hughes  Julina Nagy  Jensy Cervantes  Asher Hurst  Madi Terrell  Koharu Kawase  Abigail Brewer  Ivy Smith  Andilyn Payne  Piper Casey  Grace Willis  Jocelyn Robinson  Esther Tran  William D'Orazio  Farris Ralls  Dylan Bouchillon  Willa St.Cyr  Annalyn Denton  Jackson Kvinge  Emily James  Trae McLoughlin  Avery Anderson  Micha Rasch  Opal Malin  Ansley Payne  Aria Gary  Jasmine Richie  Ariel Thompson</p>	
<p>Procedural Item</p>	
<p>B. Presentation of Resolution-Representative Charlie Baum  Procedural Item</p>	<p>Dr. Trey Duke</p>
<p>C. The Best of MCS-Jennifer Lanier and Autumn DePriest  Procedural Item</p>	<p>Dr. Trey Duke</p>

D. Public Comment Procedural Item	Chair Butch Campbell
IV. CONSENT ITEMS Consent Agenda	Chair Butch Campbell
A. Approval of 2-25-25 Board Minutes Consent Item	
B. Approval of School Fees Consent Item	
C. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of Board Policy 5.306, Military Leave, on First Reading Action Item	Ms. Lauren Bush
B. Approval of Board Policy 5.802, Qualifications and Duties of the Director of Schools, on First Reading Action Item	Ms. Lauren Bush
C. Approval of Contract-United Way Resource Agreement Action Item	Dr. Trey Duke
D. Approval of Contract-Architect Agreement for Bradley Academy Ceiling Renovations Action Item	Dr. Trey Duke
VI. REPORTS AND INFORMATION Information Item	Chair Butch Campbell
A. Collaborative Conferencing Update Information Item	Dr. Maria Johnson
B. Director's Update Information Item	Dr. Trey Duke
i. Date of Budget Discussions: Tuesday, April 8th, 4:00-8:00, at MCS Administrative Offices Tuesday, April 15th, 4:00-8:00, at MCS Administrative Offices  Final Approval of 2025-2026 Budget-Tuesday, April 29th, at Regular Board Meeting at City Hall Information Item	Dr. Trey Duke
ii. Complete Annual Board Self Assessment according to Board Policy 1.103 Information Item	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Butch Campbell
VIII. ADJOURNMENT Action Item	Chair Butch Campbell

**MINUTES**

**Board of Education Regular Meeting**

February 25, 2025 6:00 PM

City Hall Council Chambers

<p><b>I. CALL TO ORDER</b> Procedural Item <b>Present:</b> Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mrs. Jeanette Price, Mr. Jimmy Richardson III, Mr. David Settles, <b>Absent:</b> Mr. Butch Campbell.</p> <p>In attendance: Dr. Trey Duke, Sheri Arnette, Angela Fairchild, Lisa Trail, Don Bartch, Daniel Owens, Maria Johnson, Ken Rocha, Abbi Miller, Lea Bartch, Robotics teams and coaches, Bradley Choir, M'Lisa Miffleton, Sia Phillips, Robin Newell, Jeremy Lewis, Tiffany Strelvel, Christy Robinson, Adam Bryson, Natalie Hardiman, Dana Stem, Colby Timberlake</p> <p>Assistant City Attorney Lauren Bush and City Liaison Bill Shacklett</p>	<p>Vice Chair Amanda Moore</p>
<p><b>A. Pledge of Allegiance</b> Procedural Item The Pledge of Allegiance was led by Charlie Penrose, a third grade student at Salem Elementary, and Adalynn Bryant and Gemma Recarte, both third grade students at Northfield Elementary.</p>	
<p><b>B. Moment of Silence</b> Procedural Item</p>	
<p><b>II. APPROVAL OF AGENDA</b> Action Item Motion to approve the agenda. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	<p>Vice Chair Amanda Moore</p>
<p><b>III. COMMUNICATIONS</b> Information Item The Special Education Art Show reception was held in the rotunda prior to the Board meeting from 5:00-5:30.</p> <p>Cason Lane Pre-K would like to thank Brandi Gartung with Finleigh Jo's Cheesecakes for donating two of the most delicious cheesecakes we've EVER had at the Pre-K to celebrate Patti McCloy's retirement.</p> <p>Bradley Academy invited you to the African American Cultural Night at Patterson Park on Feb 27 from 5-7 p.m. and to the performance of Aladdin, Jr. during the week of March 3-9.</p> <p>The City Schools Foundation will host the 18th annual Excellence in Education event on April 11 at Copper Ridge honoring Dr. Andy Brown.</p> <p>If you have a child in 5th grade, the intent to return form was due on February 21.</p> <p>Murfreesboro City Schools will conduct the open enrollment period for zone waivers from February 27 through March 28, 2025. During this time, a parent or guardian of a student may seek to transfer their child to an open zoned school for the 2025-26 school year. If your child is currently on a zone waiver, a new waiver must be completed.</p> <p>Please complete your special census form for the City of Murfreesboro.</p>	<p>Mrs. Lisa Trail</p>

A. Performance by the Bradley Choir-Abbi Miller Procedural Item	Dr. Trey Duke
B. Spotlight on Education-Robotics Procedural Item Lea Bartch introduced the robotics teams. She thanked the Nissan Foundation and City Schools Foundation, as well as MCS ESP program, Becky Campbell, and Christopher Penrose. Each team came up and introduced their team members.	Dr. Trey Duke
C. The Best of MCS-Kathy Urbina Procedural Item	Dr. Trey Duke
D. Public Comment Procedural Item	Vice Chair Amanda Moore
<b>IV. CONSENT ITEMS</b> Consent Agenda Motion to approve consent agenda.. This motion, made by Mr. Jimmy Richardson III and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1	Vice Chair Amanda Moore
A. Approval of 2-11-25 Board Minutes Consent Item	
B. Approval of School Fees Consent Item	
C. Second Reading of Board Policies Consent Item	
i. Approval of Board Policy 2.500, Deposit of Funds, on Second Reading Consent Item	
ii. Approval of Board Policy 3.402, Use of District Vehicles, on Second Reading Consent Item	
<b>V. ACTION ITEMS</b> Action Item	Vice Chair Amanda Moore
A. Approval of Budget Amendment-FY25 General Purpose Fund 141-910 Ridgely Road property Action Item Motion to approve Budget Amendment-FY25 General Purpose Fund 141-910 Ridgely Road property. This motion, made by Mr. David Settles and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
B. Approval of Budget Amendment-FY25 General Purpose Fund 141-Communication Services Action Item Motion to approve Budget Amendment-FY25 General Purpose Fund 141-Communication Services. This motion, made by Ms. Barbara Long and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
C. Approval of Science Textbook Adoption Recommendation Action Item Motion to approve the Science Textbook Adoption Recommendation. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1 Mrs. Arnette discussed the process and provided the recommendation to the Board. She thanked Lea Bartch and the committee members for their work in this process.  Mr. Richardson said that he didn't feel that there could have been a more thorough process.	Ms. Sheri Arnette
D. Approval of Position-Assistant to ESP Coordinator Action Item	Dr. Trey Duke

Motion to approve Position-Assistant to ESP Coordinator. This motion, made by Mr. David Settles and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1	
E. Approval of Revenue and Expenditure Report Action Item Motion to approve Revenue and Expenditure Report. This motion, made by Ms. Karen Dodd and seconded by Mr. David Settles, passed. Yea: 6, Nay: 0, Absent: 1	Mr. Daniel Owens
<b>VI. REPORTS AND INFORMATION</b> Information Item	Vice Chair Amanda Moore
A. Enrollment (PTR) Report Information Item	Mr. Ken Rocha
B. Personnel Report Information Item	Dr. Trey Duke
C. Director's Update Information Item Dr. Duke thanked the Robotics teams and the work they did as well as the commitment from the coaches.  Dr. Duke said that the Board passed the resolution for PreK funding. It made it's way out of the Senate Education Committee and it's coming up on the Senate Ways and Means committee. He will be watching this one closely.  Dr. Duke said that the governor passed the Education Freedom Scholarship Act which provides for a one-time bonus of \$2000 to eligible school-based teachers. The law states that we must affirm it's intent to participate in the bonus portion by passing a resolution. Dr. Duke explained that he is waiting on guidance from the State on who it applies to and how it will be delivered to us. He said at this time we can draft a resolution if that is the will of the Board. Ms. Long said that she would like to see teachers get what they deserve. The Board agreed. Dr. Duke said that we will begin working on that resolution draft.	Dr. Trey Duke
<b>VII. OTHER BUSINESS</b> Information Item	Vice Chair
<b>VIII. ADJOURNMENT</b> Action Item Motion to adjourn. This motion, made by Mr. David Settles and seconded by Mr. Jimmy Richardson III, passed. Yea: 6, Nay: 0, Absent: 1 The meeting adjourned at 6:53 p.m.	Chair Butch Campbell

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Director of Schools

**Agenda Item Title:** Approval of Student Field Trip Fees

**Board Meeting Date:** March 11, 2025

**Department:** Finance

**Presented by:** Trey Duke, Director of Schools

**Board Agenda Category:**

- Consent Agenda
  - Action Item
  - Reports and Information
- 

### Summary

Board Policy 6.709 states that prior to the start of each school year, the Board, upon the recommendation of the principals and Director of Schools, shall approve all known student fees for the upcoming school year. Additional fees may be approved during the year as needed.

The Director of Schools is recommending the Board approve the following field trip fee:

- \$42.50 per student for 6<sup>th</sup> grade students at Black Fox Elementary to travel to Camp Ridley in Columbia, TN, on May 20, 2025.

Students at Black Fox Elementary took this same field trip in the 23-24 school year. Their fee is higher this year (from \$37 to \$42.50).

### Staff Recommendation

Recommending approval of student field trip fees of \$42.50 per 6<sup>th</sup> grade student at Black Fox Elementary to travel to Camp Ridley in Columbia, TN.

### Fiscal Impact

Field trips are paid for at the school level through student collection.

### Connection to MCS's Five-Year Strategic Plan

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





**Agenda Item Title:** Approval of Surplus Items

**Board Meeting Date:** March 11, 2025

**Department:** Finance and School Operations

**Presented by:** Trey Duke, Director of Schools

**Board Agenda Category:**

- Consent Agenda
  - Action Item
  - Reports and Information
- 

**Summary**

Board policy 2.403 defines surplus property as property no longer having an intended use by the school district and/or no longer capable of being used because of the property's condition. Policy 2.403 requires the Director of Schools/designee to prepare a list of unusable items for Board approval.

These items have been deemed surplus items and will be either sold or discarded based on board policy.

**Staff Recommendation**

Recommending approval of the surplus of the items specified within this packet.

**Fiscal Impact**

All unusable items shall be sold to the highest bidder after advertising in a newspaper of general circulation and online at least seven (7) days prior to the sale. Surplus property which has no value or has a value of less than five hundred dollars (\$500) may be disposed of without the necessity of bids pending appropriate approvals.

**Connection to MCS's Five-Year Strategic Plan**

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

**SURPLUS PROPERTY DISPOSAL FORM (SPDF)**

Based on Tenn. Code Ann. § 49-6-2007(d)

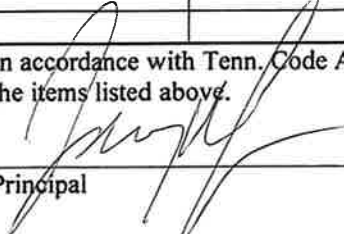
- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

**COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.**

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Clear Touch	5115				3,000
Clear Touch	9101049				3,000
Clear Touch	5862				3,000


(do not work)

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

 School Bradley Date 3/4/25  
Principal

Supervisor \_\_\_\_\_ Date \_\_\_\_\_

 Date 3/5/25  
Assistant Superintendent of School Operations or Director of Technology

 Date 3/5/25  
Director of Schools

Board Chairman \_\_\_\_\_ Date \_\_\_\_\_

For inventory control use: copy to central office receiving \_\_\_/\_\_\_/\_\_\_; copy to principal or supervisor \_\_\_/\_\_\_/\_\_\_; copy to inventory control \_\_\_/\_\_\_/\_\_\_; copy to vendor \_\_\_/\_\_\_/\_\_\_

Notes on Disposal Method:

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

**SURPLUS PROPERTY DISPOSAL FORM (SPDF)**

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Boysheet	N/A	Maintenance	N/A		70
See attached					

@SRO office

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

*[Signature]* School Discovery Date 2/26/25  
Principal

\_\_\_\_\_  
Supervisor Date \_\_\_\_\_

*[Signature]* Assistant Superintendent of School Operations or Director of Technology  
*[Signature]* Director of Schools Date 3/4/2025

\_\_\_\_\_  
Board Chairman Date \_\_\_\_\_

For inventory control use: copy to central office receiving \_\_\_/\_\_\_/\_\_\_; copy to principal or supervisor \_\_\_/\_\_\_/\_\_\_; copy to inventory control \_\_\_/\_\_\_/\_\_\_; copy to vendor \_\_\_/\_\_\_/\_\_\_

Notes on Disposal Method: move to #16 Gym CO

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



## Dena Thomas

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**From:** Caitlin Bullard  
**Sent:** Wednesday, February 26, 2025 4:15 PM  
**To:** Dena Thomas  
**Subject:** Surplus  
**Attachments:** DS Surplus 2-26-25.pdf

Hello,

I am needing this surplus item removed to make room for the safe that must be placed in the SRO office. I'm not sure if another school would want it or if we could expedite the surplus request, but if so, that would be great.

Thanks!

Dr. Caitlin Bullard  
Principal  
Discovery School  
@DSExplorers

Mission: To creatively challenge students to explore, discover, and develop their personal and academic potential.

*Offered to other schools.  
2/27/25*

*Not taken  
3/4/25*




**SURPLUS PROPERTY DISPOSAL FORM (SPDF)**

Based on Tenn. Code Ann. § 49-6-2007(d)

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
					\$10.00
Old Chain Finance dept					

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

Principal \_\_\_\_\_ School \_\_\_\_\_ Date \_\_\_\_\_

X Dena Thomas FA Date 2/21/25

X [Signature] Date 2/26/25

Assistant Superintendent of School Operations or Director of Technology

[Signature] Date 2/27/25

Director of Schools \_\_\_\_\_ Date \_\_\_\_\_

Board Chairman \_\_\_\_\_ Date \_\_\_\_\_

For inventory control use: copy to central office receiving \_\_\_/\_\_\_/\_\_\_; copy to principal or supervisor \_\_\_/\_\_\_/\_\_\_; copy to inventory control \_\_\_/\_\_\_/\_\_\_; copy to vendor \_\_\_/\_\_\_/\_\_\_

Notes on Disposal Method:


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

### SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

**COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.**

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
			Old TV Comm. Dept	(Doesn't work)	0-

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

School \_\_\_\_\_ Date \_\_\_\_\_

Principal  
*X* Dena Thomas FA Date 2/13/25

Supervisor  
*[Signature]* Date 2/25/25

Assistant Superintendent of School Operations or Director of Technology  
Bobby Duke III Date 2/27/25

Director of Schools \_\_\_\_\_ Date \_\_\_\_\_

Board Chairman \_\_\_\_\_ Date \_\_\_\_\_

For inventory control use: copy to central office receiving \_\_\_/\_\_\_/\_\_\_; copy to principal or supervisor \_\_\_/\_\_\_/\_\_\_; copy to inventory control \_\_\_/\_\_\_/\_\_\_; copy to vendor \_\_\_/\_\_\_/\_\_\_

Notes on Disposal Method:

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

### SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
See attached					

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

Melisa Miffletten School NF Date 2/21/25  
Principal

\_\_\_\_\_  
Supervisor Date 2/26/25

April Zawie Date 2/26/25  
Assistant Superintendent of School Operations or Director of Technology

Bobby Pull Date 2/27/25  
Director of Schools

\_\_\_\_\_  
Board Chairman Date \_\_\_\_\_

For inventory control use: copy to central office receiving \_\_\_\_/\_\_\_\_/\_\_\_\_; copy to principal or supervisor \_\_\_\_/\_\_\_\_/\_\_\_\_; copy to inventory control \_\_\_\_/\_\_\_\_/\_\_\_\_; copy to vendor \_\_\_\_/\_\_\_\_/\_\_\_\_

Notes on Disposal Method:

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



**NORTHFIELD ELEMENTARY**  
Feb-25

Dell Computer on back of Cleartouch/Sharp Panels

Number	Location	Cleartouch Model Number	Other Model Number	Asset Tag	Serial Number	Onboard/Computer Model Number	Asset Tag	Serial Number
1	A2	5070H+		5537	L70AAVV169A240161003385XA0212	Dell Optiplex 3040	5525	HT72JH2
2	A9	5070H+		5538	L70AAVV169A240161003385XA0211	Dell Optiplex 3040	5526	HT79JH2
3	D1	5070H+		na	L70AAVV169A240160400740XA0131	Dell Optiplex 3020	NA	7FWHHB2
4	D2	5070H+		5254	L70AAVV169A240160601566XA0025	Dell Optiplex 3020	5255	7FWGHB2
5	D4	5070H+		NA	L70AAVV169A240160400740XA0051	Dell Optiplex 3060	6110	FQZ3Y2
6	D5		Sharp PN-L703A	NA	54000056	Dell Optiplex 3050	5640	7MK0M2
7	D8	5070H+		5534	L70AAVV169A240161003385XA0213	Dell Optiplex 3040	5455	HHQ2SD2
8	E6	5070H+		NA	L70AAVV169A240161003385XA0214	Dell Optiplex 3040	5524	HT71JH2
9	F3	5070H+		NA	L70AAVV169A240161003385XA0215	Dell Optiplex 3050	960955	FPH7KQ2
10	Steam "I"		Sharp PN-L703A	NA	54000208	Dell Optiplex 3050	NA	GMV81S2
11	Library	6065U		NA	401B0903000365	Document Camera	NA	NA

Elmo TT-02RX  
489944

**SURPLUS PROPERTY DISPOSAL FORM (SPDF)**

Based on Tenn. Code Ann. § 49-6-2007(d)

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**COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.**

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Score table (homemade)			old wooden		0
	hazardous				

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

 School MNS Date 2/6/25  
Principal

Supervisor \_\_\_\_\_ Date \_\_\_\_\_

 Date 2/6/25  
Assistant Superintendent of School Operations or Director of Technology

 Date 2/7/25  
Director of Schools

Board Chairman \_\_\_\_\_ Date \_\_\_\_\_

For inventory control use: copy to central office receiving \_\_\_/\_\_\_/\_\_\_; copy to principal or supervisor \_\_\_/\_\_\_/\_\_\_; copy to inventory control \_\_\_/\_\_\_/\_\_\_; copy to vendor \_\_\_/\_\_\_/\_\_\_

Notes on Disposal Method:

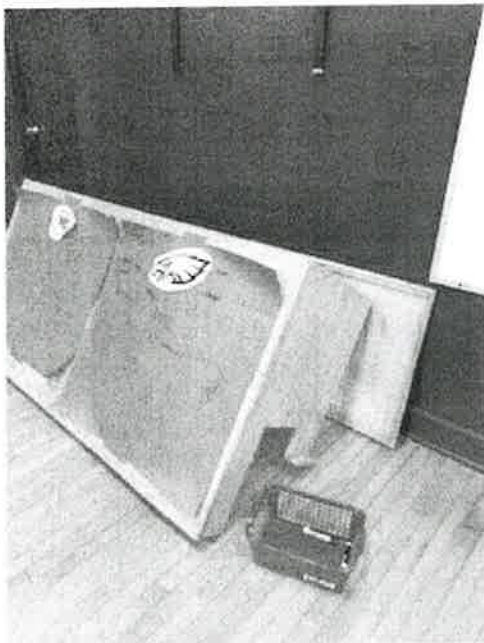
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Dena Thomas

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**From:** Dena Thomas <denat75@hotmail.com>  
**Sent:** Thursday, February 6, 2025 1:51 PM  
**To:** Dena Thomas  
**Subject:** MNE

**WARNING:** This email originated outside of Murfreesboro City Schools. DO NOT CLICK links or attachments unless you recognize the sender and verify the content is safe.



*Doesn't stand alone  
leaning on gym wall*

Sent from my iPhone

**Agenda Item Title:** Board Policy 5.306, Military Leave, on first reading

**Board Meeting Date:** March 11, 2025

**Department:** Legal

**Presented by:** Lauren Bush

**Board Agenda Category:**

- Consent Agenda
- Action Item
- Reports and Information

**Requires City Council Approval:** Yes  No

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**Summary**

The statutory citations for Board Policy 5.306 have been revised to include the relevant federal citation alongside the state law references. This policy applies to members of both the United States Armed Forces and the National Guard Reserves.

**Staff Recommendation**

Approve changes to Board Policy 5.306, Military Leave, on first reading

**Fiscal Impact**

No fiscal impact.

**Connection to MCS's Five-Year Strategic Plan**

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

# Murfreesboro City School Board

Monitoring:  <b>Review: Annually, in January</b>	Descriptor Term:  <h2 style="text-align: center;">Military Leave</h2>	Descriptor Code: <h3 style="text-align: center;">5.306</h3>	Issued Date: <h3 style="text-align: center;">09/12/17</h3>
		Rescinds:	Issued:

1 Employees who are members of any reserve component of the Armed Forces of the United States shall  
 2 be granted leave of absence for all periods of military service during which they are engaged in the  
 3 performance of duty or training in the service of the state or the United States.<sup>1</sup> Reservists who anticipate  
 4 military duty during the school year shall give written notice to the Director of Schools within thirty (30)  
 5 days of the beginning of the school year of the dates of the anticipated duty. While performing such duty  
 6 or training, the employee shall be paid his/her regular salary up to a maximum of twenty (20) working  
 7 days in any one (1) calendar year, plus such additional days as may result from any call to active state  
 8 duty.<sup>2</sup>

9 An employee called to active duty by the governor to enforce the laws of the state shall be paid his/her  
 10 regular salary for such time as he/she is engaged in the performance of his/her duty, and any time spent  
 11 in active state duty shall not count against the twenty (20) day period of leave allowed for military  
 12 service.<sup>3</sup>

13 Request for leaves and extension of leaves shall conform to state law and board policy governing all  
 14 leaves of absence. Failure to comply with applicable laws and policies shall constitute grounds for  
 15 dismissal.

16 The employee shall supply a copy of the orders for duty, including the dates of departure and return, to  
 17 the Director of Schools prior to, or simultaneous with, requesting leave.

---

Legal References

1. [38 USCA § 4301; TCA 49-5-702\(a\)](#)
2. [TCA 8-33-109](#)
3. [TCA 58-1-106\(d\); TCA 58-1-109](#)

---

Cross References

Long Term Leaves of Absence for Certified Personnel  
5.304

**Agenda Item Title:** Board Policy 5.802, Qualifications and Duties of the Director of Schools, on first reading

**Board Meeting Date:** March 11, 2025

**Department:** Legal

**Presented by:** Lauren Bush

**Board Agenda Category:**

- Consent Agenda
- Action Item
- Reports and Information

**Requires City Council Approval:** Yes  No

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**Summary**

TSBA updated the model policy language for Policy 5.802 to include statutory and State Board Rule language relating to the Director’s responsibilities to inform the Office of Educator Licensing of licensed educators or educators who have a temporary teaching permit who have been suspended or dismissed, or who have resigned, following allegations of conduct, including sexual misconduct, which, if substantiated, would warrant consideration for license suspension, revocation, or formal reprimand or who have been convicted of a felony.

**Staff Recommendation**

Approve changes to Board Policy 5.802, Qualifications and Duties of the Director of Schools, on first reading

**Fiscal Impact**

No fiscal impact.

**Connection to MCS’s Five-Year Strategic Plan**

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

# Murfreesboro City School Board

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term: <b>Qualifications and Duties of the Director of Schools</b>	Descriptor Code: <b>5.802</b>	Issued Date: <b>03/12/19 10/24/17</b>
		Rescinds:	Issued:

1 **QUALIFICATIONS:**

- 2 1. A professional educator's license  
3 2. A master's degree in education with a preference for a doctorate degree  
4 3. Three (3) years of successful experience in school administration  
5 4. Such other qualifications as the Board deems desirable

6 **REPORTS TO:** The Board of Education

7 **SUPERVISES:** All administrative and supervisory personnel in the district

8 **JOB GOAL:** To provide leadership in developing and maintaining the best possible educational  
9 programs and services

10 **SCOPE OF RESPONSIBILITY:** The supervisory responsibilities of the Director of Schools shall  
11 extend to all activities of the district, to all phases of the educational program, to all aspects of the  
12 financial operation, to all parts of the physical plant, and to the conduct of such other duties as may be  
13 assigned by the Board. The Director of Schools may delegate these duties together with appropriate  
14 authority, but may not delegate nor relinquish ultimate responsibility for results or any portion of  
15 accountability.

16 **ESSENTIAL FUNCTIONS:<sup>1</sup>**

17 **General Administrative**

- 18 1. Provides leadership in identification of Board-established priorities and assures that all  
19 activities reflect those priorities.
- 20 2. Prepares and recommends short- and long-range plans for Board approval and implements  
21 those plans when approved.
- 22 3. Prepares, in conjunction with the Board Chair, agenda recommendations relative to all matters  
23 requiring board action, including all facts, information, options, and reports needed to assure  
24 informed decisions. Provides advice and counsel to the Board on matters before it.
- 25 4. Attends all regular and special meetings of the Board and keeps a complete and accurate record  
26 of the proceedings of all meetings of the Board and of its official acts.

- 1
- 2 5. Recommends drafts of new policies or changes to the Board. Anticipates potential problems.
- 3 Recommends policies or courses of staff action.
- 4 6. Develops administrative directives to implement Board policy or for the items deemed necessary
- 5 for the efficient operation of the schools and disseminates these procedures to appropriate staff.
- 6 7. Keeps the Board informed regarding development in other districts or at state and national levels
- 7 that would be helpful to the district.
- 8 8. Ensures that all local, state/federal standards for the health and safety of the students and staff
- 9 are maintained and that required reports are maintained.
- 10 9. Fulfills all statutory obligations and implements the education law of the State of Tennessee and
- 11 the rules and regulations of the State Board.

## 12 **Financial Management**

- 13 1. Provides direction to and supervision of school business functions. Encourages development and
- 14 implementation of sound business practices. Continually assesses business practices to achieve
- 15 efficiency.
- 16 2. Prepares annually, a budget and submits it to the Board for approval. Presents approved budget
- 17 to the appropriate local funding body for adoption.
- 18 3. Makes appropriate written reports for the Board detailing all receipts and expenditures of the
- 19 public school funds and submits them to the local funding body.
- 20 4. Ensures that funds are spent prudently by providing adequate control and accounting of the
- 21 district's financial and physical resources.
- 22 5. Develops and maintains strong communications with the City Manager and Mayor regarding the
- 23 financial needs of the district.

## 24 **Personnel Administration**

- 25 1. Establishes lines of authority. These shall not restrict the practical working relationships of staff
- 26 members.
- 27 2. Employs such personnel as may be necessary within the limits of budgetary provisions and
- 28 recommends to the Board teachers who are eligible for tenure.
- 29 3. Develops recruitment procedures to assure well-qualified applicants for professional and non-
- 30 professional positions.



- 1 4. Assigns and transfers employees as the interest of the district may dictate and reports such action  
2 to the Board for information and record.
- 3 5. Holds meetings of teachers and other employees as necessary for the discussion of matters  
4 concerning the welfare and improvement of the schools.
- 5 6. Communicates directly or through delegation all actions of the Board relating to personnel  
6 matters to all and receives from employees' communications to be made to the Board.
- 7 7. Evaluates principals annually.
- 8 8. Informs the Office of Educator Licensing of licensed educators or educators who have a  
9 temporary teaching permit who have been suspended or dismissed, or who have resigned,  
10 following allegations of conduct, including sexual misconduct, which, if substantiated, would  
11 warrant consideration for license suspension, revocation, or formal reprimand or who have been  
12 convicted of a felony. This report shall also be made if the licensed educator has pleaded guilty  
13 or nolo contendere to or has been convicted or otherwise found guilty of such an offense or  
14 equivalent offense in another jurisdiction. The report shall be submitted within thirty (30) days.<sup>2</sup>

## 15 **Instructional Leadership**

- 16 1. Serves as the chief school executive. Ensures the development and maintenance of a positive 64  
17 educational program designed to meet the needs of the community and to carry out the policies  
18 of the Board. Ensures that a system of thorough and efficient education, as defined by state law,  
19 is available to all students.
- 20 2. Recommends to the Board for its adoption all courses of study, curriculum guides, and major  
21 changes in tests and time schedules to be used in the schools.
- 22 3. Oversees the timely revisions of all curriculum guides and courses of study.
- 23 4. Develops guidelines and direction for monitoring the effectiveness of existing and new programs.
- 24 5. Conducts a periodic audit of the total school program and advises the Board of recommendations  
25 or the educational advancement of the schools.
- 26 6. Seeks out available sources for grant funding to support programs and projects.
- 27 7. Ensures that the goals of the school system are adequately reflected in its educational program  
28 and operations.

## 29 **Community/Public Relations**

- 30 1. Promotes community support of the schools. Interprets district programs and services, reports  
31 plans, events and activities of interest and solicits community opinions regarding school and 80  
32 educational issues.

- 1        2. Identifies available community resources and links to social service agencies that support  
2        education and healthy child development.
- 3        3. Develops strategies to promote parental involvement in their children's education and provides  
4        opportunities for parent-teacher interaction.
- 5        4. Maintains contact and good relations with local media. Acts as the Board's spokesperson.
- 6        5. Ensures that the district's interests will be represented in meetings and activities of municipal  
7        and other governmental agencies.
- 8        6. Represents the school system and its interests in community organizations, activities, and  
9        projects.
- 10       7. Stays aware and knowledgeable about legislative issues and keeps the Board informed.

11  
12 **TERMS OF EMPLOYMENT:** Serves in accordance with the terms of the contract between the board  
13 and the Director of Schools. Salary to be determined by the Board.

14  
15 **EVALUATION:** Performance of this job will be evaluated in accordance with provisions of state law  
16 and the Board's policy on evaluation of the director of schools.

17 **GENERAL REQUIREMENTS:** The above statements are intended to describe the general nature  
18 and level of work being performed by the person assigned to this position. They are not intended to be  
19 a complete list of responsibilities, duties, and skills required of personnel so assigned.

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Legal References

1. TCA 49-2-301
2. [TRR/MS 0520-02-03-.09\(2\)](#); [TCA 49-5-417\(c\)](#);  
[TCA 49-5-106\(f\)](#); [Public Acts of 2024, Chapter No. 577](#)

**Agenda Item Title:** United Way Resource Center Use Agreement

**Board Meeting Date:** March 11, 2025

**Department:** Director's Office

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

This Use Agreement with United Way is presented to establish a Resource Center on the MNE campus to support MCS families. This center will provide essential resources and services, strengthening community partnerships and enhancing support for students and families in need. The agreement outlines the terms of use, ensuring alignment with district policies and operational needs.

### Staff Recommendation

Approval of United Way Resource Center Use Agreement

### Fiscal Impact

The proposed use agreement with United Way for the Resource Center at MNE has minimal fiscal impact on the district. The district's contribution is limited to providing space within the MNE campus for the center's operation. United Way will be responsible for all costs associated with staffing, office supplies, and operational needs. No additional district funding is required to support this initiative.

### Connection to MCS's Five-Year Strategic Plan

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- Empowered:** Every student will be *empowered* through academic success

**USE AGREEMENT  
BETWEEN  
MURFREESBORO CITY SCHOOLS  
AND  
UNITED WAY OF SOUTH CENTRAL TENNESSEE**

This Use Agreement (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between Murfreesboro City Schools (“District”) and United Way of South Central Tennessee (“United Way”) for the purpose of providing office space at Mitchell Neilson School to operate a Family Resource Center (“FRC”) benefiting the school community.

1. **Term.** The term of this Agreement shall be from the Effective Date to June 30, 2026, unless terminated by either party as hereinafter provided. The District may, in its sole discretion, renew this Agreement for up to two (2) successive one (1) year renewal periods as long as written notice is provided at least thirty (30) days prior to the end of the current term or first renewal term, as applicable.
2. **Office Space Use.** The District agrees to provide United Way with access to office space at Mitchell Neilson School to operate the FRC. The use of this office space shall be limited to activities directly related to the operation of the FRC. The District shall waive any charges for United Way's use of the office space, recognizing that the presence and operation of the FRC within the school provides substantial and invaluable benefits to the school community, thereby constituting adequate consideration under this Agreement. United Way shall be responsible for providing and maintaining all office supplies, equipment, and materials necessary for the operation of the FRC.
3. **Employee Status.** The United Way employee assigned to operate the FRC shall remain solely an employee of United Way and will not be considered an employee, agent, or representative of the District. United Way shall retain full responsibility for all employee-related costs, including but not limited to wages, benefits, training, and insurance. United Way shall be responsible for its employees on its payroll, including but not limited to, responsibility for recruitment, employment, promotion, retention, payment of wages, pension benefits, health insurance, layoffs, disciplinary action, and termination, and shall comply with all applicable laws and regulations related thereto. United Way shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees including, but not limited to, income, social security, unemployment taxes, and workers’ compensation costs and charges.
4. **Background Checks and Compliance with District Policies.** The United Way employee assigned to the FRC shall undergo a fingerprint criminal history records check performed by the Tennessee Bureau of Investigation prior to having direct contact with or close proximity to students, as required by Tennessee Code Annotated § 49-5-413. Fingerprint records checks shall be coordinated through Murfreesboro City Schools. Any costs

incurred to perform these background checks and fingerprinting shall be paid by United Way. While operating within the school, the United Way employee shall comply with all policies and procedures of the District, including those relating to safety, conduct, and use of school facilities.

5. **Calendar and Access.** The use of the office space shall generally align with the District's academic calendar. When the school is closed (e.g., for holidays, inclement weather, or emergencies), access to the office space may be limited, and United Way shall coordinate with the District regarding use during such times.
6. **Indemnification.** United Way agrees to indemnify, defend, and hold harmless the District, its officers, employees, and agents from and against any claims, liabilities, damages, or expenses arising out of or related to the operation of the FRC, except to the extent caused by the District's gross negligence or willful misconduct.
7. **Termination.** Either party may terminate this Agreement with thirty (30) days' written notice to the other party. Upon termination, United Way shall vacate the office space and return it in substantially the same condition as it was at the commencement of this Agreement, reasonable wear and tear excepted.
8. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
10. **Non-Discrimination.** There will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, gender, age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a service animal by a person with a disability in compliance with (a) Section 503 or Section 504 of the Rehabilitation Act of 1973, as amended, (b) the Americans with Disabilities Act of 1990, as amended, and (c) applicable non-discrimination laws of the State of Tennessee.
11. **Student Confidentiality - Compliance.** For purposes of carrying out this Agreement, United Way will perform an institutional service or function for which the District would otherwise use employees, and is hereby designated by District as a school official having a legitimate educational interest in accessing, using, and tracking student education records, as permitted by the Family Educational Rights and Privacy Act, (FERPA) (34 CFR Part 99.3). United Way understands and agrees to comply with FERPA (20 U.S.C. § 1232g; 34 CFR Part 99) and the confidentiality provisions under the IDEA Part B (34 CFR 300.610 through 300.626). United Way understands and agrees that that it remains under direct control of District with respect to the use and maintenance of the education records. United

Way understands that the use of educational records is limited in scope and purpose. United Way understands and agrees that it is prohibited from re-disclosing any personally identifiable information from the education records at any time or for any purpose whatsoever. Any failure to comply with applicable FERPA requirements by United Way or any of its employees will be immediately reported to District by United Way.

12. **Program Name Modification.** The Parties agree that the name of the FRC program may be changed upon mutual written agreement of both Parties. Such a change shall not affect the rights and obligations of either Party under this Agreement.

13. **Amendments.** Any amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first above written.

**United Way of South Central Tennessee**

**Murfreesboro City Schools**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Director of Schools**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Approved as to form:**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Lauren Bush, Assistant City Attorney**

**Agenda Item Title:** Architect Agreement for Bradley Academy Ceiling Renovations

**Board Meeting Date:** March 11, 2025

**Department:** Director's Office

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

The District is requesting Board approval for an AIA agreement with Johnson + Bailey Architects to begin the procurement process for ceiling renovations at Bradley Academy. This agreement provides the architectural services needed to move the project forward, ensuring the work meets safety and design standards. Approval will allow MCS to take the next steps in planning and execution.

### Staff Recommendation

Approval of Architect Agreement for Bradley Academy Ceiling Renovations

### Fiscal Impact

The cost of the Johnson + Bailey agreement is a fixed fee of \$60,000. The estimated construction cost of the entire renovation project is \$450,000.00-\$500,000.00. Funding is provided through County Shared Bonds.

### Connection to MCS's Five-Year Strategic Plan

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- Empowered:** Every student will be *empowered* through academic success



Johnson + Bailey Architects P.C.

March 3, 2025

Mr. Brad Hennessee  
Facilities Manager  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130

Re: Ceiling Renovations at  
Bradley Academy  
J+B No. 2506

Dear Mr. Hennessee:

In response to your request, Johnson + Bailey Architects is pleased to submit the following proposal for architectural services for the referenced project. This Proposal is based on the scope of work as described in Keaton Pettit letter to Brad Hennessee dated March 3, 2025. The estimated construction cost is \$450,000.00-\$500,000.00.

We propose to provide full architectural services for a fixed fee of \$60,000.00.

This fee includes architectural, electrical engineering, and asbestos abatement design disciplines. The scope of services includes Schematic Design, Design Development, Construction Documents, Bidding, and Construction Phase services as described in AIA Document B101 - 2017, Standard Form of Agreement Between Owner and Architect (Agreement).

If you find the above acceptable, please review and sign the attached, AIA Document B101 - 2017, Standard Form of Agreement Between Owner and Architect.

Your consideration of Johnson + Bailey Architects for this project is sincerely appreciated.

Sincerely,

JOHNSON + BAILEY ARCHITECTS, P.C.

Keaton S. Pettit, AIA  
President



# DRAFT AIA® Document B101™ - 2017

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the  day of March in the year Two Thousand Twenty Five (2025)  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Murfreesboro »«  
111 West Vine Street»  
Murfreesboro, Tennessee 37130»  
« »

and 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 »

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

Ceiling Renovations at Bradley Academy»  
511 Dr. Martin Luther King Jr. Blvd »  
Murfreesboro, Tennessee 37130 »  
J+B No. 2506»

The Owner and Architect 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.

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



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**TABLE OF ARTICLES**

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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4	SUPPLEMENTAL AND ADDITIONAL SERVICES
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12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

**ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.  
*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:  
*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

«[Incorporated by reference - Johnson + Bailey Architects P.C. proposal letter dated March 3, 2025](#)»

§ 1.1.2 The Project's physical characteristics:  
*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

« »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:  
*(Provide total and, if known, a line item breakdown.)*

«[Five Hundred Thousand Dollars \(\\$500,000.00\)](#)»

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

« [Incorporated by reference - Johnson + Bailey Architects P.C. proposal letter dated March 3, 2025](#) »

.2 Construction commencement date:

« [Incorporated by reference - Johnson + Bailey Architects P.C. proposal letter dated March 3, 2025](#) »

.3 Substantial Completion date or dates:

« [Incorporated by reference - Johnson + Bailey Architects P.C. proposal letter dated March 3, 2025](#) »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple-bid packages, or phased construction.)*

« »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

« »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

« [Brad Hennessee](#) »  
« [Facilities Manager](#) »  
« [City of Murfreesboro](#) »  
« [111 West Vine Street](#) »  
« [Murfreesboro, TN 37130](#) »  
« »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

« »

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

.1 — Geotechnical Engineer:

« »

**.2 Civil Engineer:**

«  
«  
«  
«  
«

**.3 Other, if any:**

*(List any other consultants and contractors retained by the Owner.)*

«  
«

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

« R. Lyle Lynch »  
« Johnson+Bailey Architects P.C. »  
« -100 East Vine Street, Suite 700 »  
« Murfreesboro, TN 37130- »  
« »  
« »

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§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.11.1 Consultants retained under Basic Services:

**.1 Structural Engineer/Asbestos Abatement Consultant:**

« Kam Environmental, Inc.- »« »  
« »  
« »  
« »  
« »

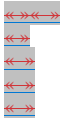
**.2 Mechanical Engineer:**

«  
«  
«  
«  
«

**.3 Electrical Engineer:**

« Entech Engineering, Inc. »« »  
« 2948 Sidco Drive »  
« Nashville, TN 37204 »  
« »  
« »

**.4 Civil Engineer:**



§ 1.1.11.2 Consultants retained under Supplemental Services:

«None »

§ 1.1.12 Other Initial Information on which the Agreement is based:

«None »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. [Architect shall not cancel or modify an insurance coverage required by this Agreement without providing Owner with at least 30-days' prior written notice.](#)

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~«One Million Dollars»~~ (\$ ~~«1,000,000.00»~~) for each occurrence and ~~«One Million Dollars»~~ (\$ ~~«1,000,000.00»~~) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~«One Million Dollars»~~ (\$ ~~«1,000,000.00»~~) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than ~~«One Hundred Thousand Dollars»~~ (\$ ~~«100,000.00»~~) each accident, ~~«One Hundred Thousand Dollars»~~ (\$ ~~«100,000.00»~~) each employee, and ~~«One Hundred Thousand Dollars»~~ (\$ ~~«100,000.00»~~) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~«One Million Dollars»~~ (\$ ~~«1,000,000.00»~~) ~~«One Million Dollars»~~ (\$ ~~«1,000,000.00»~~) per claim and ~~«One Million Dollars»~~ (\$ ~~«1,000,000.00»~~) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.5.9 Indemnification. The Architect agrees to indemnify, save and hold harmless the Owner, its officials, officers, and employees, from any and all claims of any nature, including all costs, expenses and attorneys' fees, which may in any manner arise out of or result from Architect's negligent acts or omissions or intentional misconduct in performing work under this Agreement, except to the extent that such claims arise from the negligent acts or omissions of the City or its employees and agents. Architect's obligation to indemnify, save and hold harmless the Owner shall not be limited to the amount of insurance actually secured under this Agreement, including any insurance above the minimum required, but shall extend to the full amount on any claims, loss or damage incurred or awarded, including costs, expenses and attorneys' fees.

§ 2.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall exercise due professional care in endeavoring to comply with the requirements imposed by governmental authorities having jurisdiction over the Project, including, but not limited to, applicable ADA standards. The Architect shall use the standard care ordinarily utilized by other architects designing projects under the applicable standards and in identifying requirements imposed by governmental authorities. The Architect shall also identify to the Owner requirements that may be interpreted as conflicting with other requirements imposed by law.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall review thoroughly the services and information for completeness and sufficiency, and provide promptly written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect shall assist the Owner in determining allowable construction time and amount of liquidated damages.

§ 3.1.8 In accordance with the standard of care, The Architect is responsible for the coordination of all drawings and design documents relating to Architect's design used on the Project, regardless of whether such drawings and documents are prepared or provided by Architect, by Architect's consultants, or by others. If preliminary or design development Work has been performed by others, Architect is nevertheless fully responsible for and accepts full responsibility for such earlier Work when Architect performs subsequent phases of the basic services called for under this Agreement, as fully as if the preliminary, schematic, and design development Work had been performed by the Architect itself. Architect is responsible for coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing were prepared by Architect. Architect is responsible for the completeness and accuracy of all drawings and specifications submitted by or through Architect and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. [Owner's approval of the documents must be in writing to be binding against either party.](#)

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. [Owner's approval of the documents must be in writing to be binding against either party.](#)

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. [Construction drawings, specifications, or other Construction Documents submitted by Architect must be complete and unambiguous and in compliance with all applicable codes.](#)



[ordinances, statutes, regulations, and laws. By submitting the same, Architect certifies that Architect has informed the Owner of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for the Owner at that point in time.](#)

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, [inform the Owner of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for the Owner at that point in time, and take any action required under Section 6.5, and request the Owner's written approval. Owner's approval of the documents must be in writing to be binding against either party. The Architect will also ascertain that all elements of the construction documents specific to the Owner's requirements, including modifications to the General Conditions, are correctly contained within the construction documents prior to bidding.](#)

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) ~~obtaining either~~ assessing competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- ~~.1 facilitating the distribution of Bidding Documents to prospective bidders;~~
- ~~.21 organizing and conducting a pre-bid conference for prospective bidders;~~
- ~~.23 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,~~
- ~~.43 responding to requests of substitutions;~~
- ~~.4 analysis and recommendations of bids received organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 The Architect shall be responsible for conducting progress meetings not less than monthly or as needed and for the preparation, distribution, and accuracy of minutes pertaining thereto to all parties as directed by the Owner.

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### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect ~~and Owner shall have~~ the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or ~~otherwise with reasonable promptness~~ timely so as not to affect the Contract Time or the Contract Sum.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents. The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents; provided however, the Owner, with advice and assistance from the Architect, shall make final decisions on matters relating to aesthetic effect, Contract Sum, and/or Contract time, and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and

~~Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, ~~with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review in a timely manner so as not to affect the Contract Time or the Contract Sum.~~

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the

specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order-authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.23, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect shall timely report to Owner, in writing, those minor changes in the Work authorized by Architect pursuant to this section. If the Architect and the Owner determine that the implementation of the requested change would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner who may authorize further investigation of such change.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work. Additionally, the Architect shall review and, upon request by Owner, provide written documentation of the same of all change order requests and proposals with respect to the following criteria:

- 1 confirm proposed change is a material change to the Contract;
- 2 confirm appropriate credits are included for Work not completed;
- 3 verify that the proposed additional cost or credit is reasonable with respect to industry standards. Cost verifications may, as authorized by Owner, include independent estimates and/or consultations with contractors and vendors; and
- 4 confirm that the appropriate back up documentation is included and mathematically correct including mark ups and taxes pursuant to the requirements of the Contract Documents.

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### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall review, approve, and forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and the Contractor to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility (Architect, Owner, or not provided)</b>
§ 4.1.1.1 Programming	<u>Architect &amp; Owner</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Architect’s Basic Services</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Not Provided</u>
§ 4.1.1.9 Landscape design	<u>Not Provided</u>
§ 4.1.1.10 Architectural interior design	<u>Not Provided</u>
§ 4.1.1.11 Value analysis	<u>Not Provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13 On-site project representation	<u>Not Provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15 As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	<u>Not Provided</u>
§ 4.1.1.21 Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not Provided</u>

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>

**§ 4.1.2 Description of Supplemental Services**

**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

*(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)*

~~« The Architect is to perform all required Programming and Design Services, and to coordinate all work with the Owner’s Consultants »~~

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

*(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

~~« »~~

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect’s Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
- ~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~.7 Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- ~~.9 Evaluation of the qualifications of entities providing bids or proposals;~~
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;

or,

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- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give ~~prompt~~ timely written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- ~~.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~
- ~~.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;~~
- ~~.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~
- ~~.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,~~
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~«One»~~ ( ~~«1»~~ ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~«Weekly»~~ ( ~~«1»~~ ) visits to the site by the Architect during construction
- .3 ~~«One»~~ ( ~~«1»~~ ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~«One»~~ ( ~~«1»~~ ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~«Twelve»~~ ( ~~«12»~~ ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner, [with the Architect's assistance](#), shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

[§ 5.3.1 The Owner has the right to reject any portion of the Architect's Work on the Project, including but not limited to Schematic Design Documents, Design Development Documents, Construction Documents, or the](#)



Architect's provision of services during the construction of the Project, or any other design Work or documents on any reasonable basis, including, but not limited to aesthetics or because in the Owner's opinion, the construction cost of such design is likely to exceed the budget for Cost of the Work. If at any time the Architect's Work is rejected by the Owner, the Architect must proceed when requested by the Owner, to revise the design Work or documents prepared for that phase to the Owner's satisfaction. These revisions shall be made without adjustment to the compensation provided hereunder, unless revisions are made to Work previously approved by the Owner under previous phases, in which case such revision services will be paid as a Change in Services. Should there be substantial revisions to the original program after the approval of the Schematic Design Documents, which changes substantially increase the scope of design services to be furnished hereunder, such revision services will be paid as a Change in Services. The Architect must so notify the Owner of all Changes in Services in writing and receive approval from Owner before proceeding with revisions necessitated by such changes. No payment, of any nature whatsoever, will be made to the Architect for additional Work or Changes in Services without such written approval by Owner.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

~~§ 5.5 To the extent reasonably required for the timely and safe design and construction of the Project, the Owner shall furnish services of geotechnical engineers. The Owner may shallelect to furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. Architect shall assist Owner in obtaining these services. The Owner may, in its sole discretion, request that the Architect secure these services by contracting with a third party.~~

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 Unless otherwise provided in this Agreement, the Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

~~§ 5.11 In accordance with the standard of care, the Owner shall be entitled to rely on the accuracy and completeness of services and information provided by the Architect. The Owner shall provide timely written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Consistent and in accordance with the applicable standard of care owed by Architect, the Owner shall be entitled to rely on the accuracy and completeness of services and information provided by the Architect. The Owner~~



~~shall provide prompt timely written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.~~

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly timely notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

~~§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect, in consultation with the Owner, shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 undertake a good faith effort to obtain necessary and timely approval of Council for an increase in the budget for the Cost of the Work, as may be necessary, and then if approval is timely obtained, give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

**§ 6.7** ~~If the Owner chooses to proceed under Section 6.6.42, the Architect, without additional compensation, shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the documents which the Architect is responsible for preparing under this Agreement as necessary to comply with the Owner's budget for the Cost of the Work, and shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. The modification of such documents and the rebidding or renegotiating of the Project shall be the limit of the Architect's responsibility under Section 6.6. If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions, the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

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#### ARTICLE 7 COPYRIGHTS AND LICENSES

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive, irrevocable, royalty-free, right and license to use the Architect's Instruments of Service for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. Upon completion of the Project, or upon termination of this Agreement for any reason prior to the completion of the Project, Owner shall be entitled to retain copies of all Instruments of Service and shall have an irrevocable, royalty-free, right and license to use all of the Instruments of Service for any and all purposes related to the Project in any manner the Owner deems fit, including Electronics Filing and Archiving for the purpose of record keeping at Owner designated areas; any future renovation, addition, or alteration to the Project; and any future maintenance or operations issue as it pertains to the Project. Architect or Architect's Consultants shall not be responsible for any modifications to the Work made by Owner or Owner's representatives using the Architect's Instruments of Service. The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce

applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect ~~from liability for claims and causes of action arising from such use, and Architect's consultant(s) from all claims and causes of action arising from such uses.~~ The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 ~~The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable Tennessee law. The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days

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from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court ~~whose of competent~~ jurisdiction ~~includes Rutherford County, Tennessee~~

Other: (Specify)

« »

~~If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.~~

### § 8.3 ~~Intentionally Omitted~~ Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

### § 8.3.4 Consolidation or Joinder

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments ~~of undisputed amounts~~ to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, ~~in accordance herewith,~~ the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. ~~Before resuming services, the Architect shall be paid all sums due prior to suspension and shall negotiate with the Owner any expenses incurred in the interruption. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and shall negotiate with the Owner any expenses incurred in the interruption and resumption of the Architect's services.~~ The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.2 If the Owner suspends the Project ~~for more than 30 consecutive days,~~ the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the ~~Owner and the Architect shall negotiate the amount of any compensation the Owner will pay the Architect for expenses incurred in the interruption and resumption of the Architect's services. The Owner and the Architect shall negotiate any adjustments to the Architect's fees for the remaining services and the time schedules for completion.~~ ~~Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination ~~and Reimbursable Expenses incurred and unpaid, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~

#### § 9.7 Intentionally Omitted

~~In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

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~~1 Termination Fee:~~

~~←→~~

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~~2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

~~←→~~

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

§ 9.109 In the event of any termination under this Article, the Architect consents to the Owner's selection of another architect of the Owner's choice to assist the Owner in any way in completing the Project. Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the design of the Project by Owner and such other architect as Owner may desire. Any services provided by Architect that are requested by Owner after termination will be fairly compensated by Owner in accordance with Article 11.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall immediately report to the Owner's project manager the presence, handling, removal or disposal of, or exposure of persons to and location of any hazardous material which it discovers.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Notwithstanding the foregoing, the Owner may disclose any information specifically required by law.

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

A fixed fee of sixty thousand dollars (\$60,000.00)

~~.1 Stipulated Sum~~  
~~(Insert amount)~~



~~.2 Percentage Basis~~  
~~(Insert percentage value)~~

~~« » ( « » ) % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

~~.3 Other~~  
~~(Describe the method of compensation)~~



§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

« Hourly rates for services indicated in this Agreement »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

« Hourly rates for services indicated in this Agreement »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent ( « »%), or as follows:  
*(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)*

« Hourly rates for services indicated in this Agreement »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:



Schematic & Design Development Phase	« Thirty-Five »	percent (	« 35 »	%)
Design Development Phase	« — »	percent (	« — »	%)
Construction Documents Phase	« Forty »	percent (	« 40 »	%)
Procurement Bidding or Negotiation Phase	« Five »	percent (	« 5 »	%)
Construction Phase	« Twenty »	percent (	« 20 »	%)
Total Basic Compensation	one hundred	percent (	100	%)

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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. **The Architect's rates and multiples for service as set forth in this Agreement shall remain in effect for the life of this Agreement unless unforeseen events which are not the fault of the Architect delay the Project completion. In such event, an equitable adjustment in the Architect's rates may be negotiated with the Owner. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.** (If applicable, attach an exhibit of hourly billing rates or insert them below.)

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« »

Employee or Category	Rate (\$0.00)
<b>Architectural Services</b>	
Principal Architect	Two hundred dollars per hour (\$200.00 per hour)
Staff Architect	One hundred and fifty dollars per hour (\$150.00 per hour)
Intern Architect	One hundred and twenty-five dollars per hour (\$125.00 per hour)
Field Representative	One hundred dollars per hour (\$100.00 per hour)
Draftsman	One hundred dollars per hour (\$100.00 per hour)
Administrative Personnel	Sixty-five dollars per hour (\$65.00 per hour)

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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- ~~1~~ Transportation and authorized out-of-town travel and subsistence;
- ~~2~~ Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- 3 Fees paid for securing approval of permitting and other fees required by authorities having jurisdiction over the Project;
- 4 Printing, reproductions, plots, and standard form documents;
- ~~5~~ Postage, handling, and delivery;
- ~~6~~ Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- 7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- 8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of



additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses;~~
- ~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and;~~
- ~~.12 Other similar Project-related expenditures.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~«Ten»~~ percent (~~«10»~~ %) of the expenses incurred.

~~§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~

~~(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)~~

~~« »~~

#### § 11.10 Payments to the Architect

##### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ~~«Zero dollars»~~ (\$ ~~«0»~~) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ ~~« »~~) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

##### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~«Thirty»~~ (~~«30»~~) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

~~«Three percent per annum»~~ % ~~« »~~

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

~~« »~~

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- ~~.2 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.)~~

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.3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

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~~Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)~~

.4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

~~«- Johnson + Bailey Architects P.C. proposal letter dated March 3, 2025 »~~

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

CITY OF MURFREESBORO

JOHNSON + BAILEY ARCHITECTS P.C.

OWNER (Signature)

«Shane McFarland »«Mayor »

(Printed name and title)

ARCHITECT (Signature)

«Keaton S. Pettit »«President »

(Printed name, title, and license number, if required)

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OWNER

APPROVED AS TO FORM:

(Signature)

«Adam Tucker, City Attorney »

«Date: »

(Printed name, title, and license number, if required)



Johnson + Bailey Architects P.C.

March 3, 2025

Mr. Brad Hennessee  
Facilities Manager  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130

Re: Ceiling Renovations at  
Bradley Academy  
J+B No. 2506

Dear Mr. Hennessee:

It is our understanding that the City of Murfreesboro intends to renovate the ceilings at Bradley Academy, similar to the recent ceiling renovations at Hobgood and Mitchell-Nielson Elementary Schools. The current planned scope of work is as follows.

- 1) Remove existing suspended ceiling system, including tiles, grid and hanging wires. Existing 2x4 light fixtures are to be removed and stored or temporarily supported for installation in new ceiling grid.
- 2) Remove existing spline ceiling and wood framing.
- 3) Properly abate existing water pipe insulation that is an asbestos containing material.
- 4) Install new 2X4 suspended acoustical tile ceiling system. Install existing light fixtures and other devices in new grid.
- 5) Install new acoustical batts on top on new suspended ceilings at classroom areas to reduce sound transmission between classrooms. Install insulating batts on new suspended ceilings at second floor ceiling areas
- 6) Detach existing electrical conduit, water piping, and low voltage (computer) wires at corridor ceilings from existing spline ceiling (where occurs). Install new trapeze system above corridor ceilings where necessary to support existing systems.
- 7) Install new water pipe insulation at locations where asbestos containing water pipe insulation was removed.
- 8) Remove existing plaster ceilings and wood framing at kitchen areas, including existing light fixtures.
- 9) Install new suspended moisture-proof tile ceiling system and new 2x4 lay-in light fixtures at kitchen area.

Based on our field observations, there is approximately 34,600 SF of combustible ceiling material above the existing ceilings at Bradley Academy. For comparison, Hobgood had 34,731 SF and Mitchell-Nielson had 30,862 SF of combustible ceiling material. Bradley appears to have considerably less asbestos containing pipe insulation than the other two schools, as well as less piping and electrical supports required, but does have the added scope of new light fixtures and moisture proof ceilings at the kitchen area.

As such, we would expect the construction cost to be similar to the Hobgood and Mitchell-Nielson projects - in the range of \$450,000-\$500,000.

We understand that this work is to be performed during the 2025 summer break. Based on this information, we propose the following Project Schedule.

03-03-25 thru 03-24-25 (21 calendar days)	Prepare Bidding Documents
03-25-25 thru 04-15-25 (21 calendar days)	Bidding
04-15-25 thru 05-01-25 (16 calendar days)	City Council Approval of Low Bid
05-02-25 thru 05-09-25 (7 calendar days)	Execution of Contract
05-09-25 thru 5-29-25 (20 calendar days)	Procurement of Materials
5-30-25 thru 8-4-25 (66 calendar days)	Construction



Mr. Brad Hennessee  
Ceiling Renovations at  
Bradley Academy  
March 3, 2025  
Page 2

If you should have any questions concerning the above or attachments, please do not hesitate to call.

Sincerely,

JOHNSON + BAILEY ARCHITECTS, P.C.

A handwritten signature in black ink, appearing to read 'Keaton S. Pettit'. The signature is stylized and cursive.

Keaton S. Pettit, AIA  
President

cc: Don Bartch  
Larry Willeford  
Brandon Richardson

**Board Member Self-Evaluation**



I certify that I have completed the Board  
Member Self-Evaluation.

---

Name

---

System

---

Date

**Please keep the survey for your records and fax this  
page to:**

615/815-3911,  
Attn: Brittany Massey

***OR***

**Mail this page to:**  
TSBA, Attn: Brittany Massey  
525 Brick Church Park Drive  
Nashville, TN 37207

## Board Member Self-Evaluation

Using the following scale, rate your individual performance in the first column "How I am now" and indicate in the second column "How I wish I were." Check the appropriate box in each column.

Scale: 1=Never 2= Rarely 3=About Half the Time 4=Almost Always 5=Always

<b>A. Relationship with the superintendent</b>												
	How I am now					How I wish I were						
	1	2	3	4	5	1	2	3	4	5		
1. I keep the superintendent informed on issues, needs, and complaints in a manner allowing the superintendent the opportunity to solve related problems in a professional manner.												
2. I publicly support the superintendent's administrative regulations and decisions and relay any disagreement in a private session.												
3. I disregard personalities and consider the recommendations of the superintendent in an unbiased and objective manner.												
4. If I want additional information about an agenda item, I contact the superintendent or the responsible person, in advance.												
5. I am a positive influence for giving the superintendent sufficient research time and not forcing an on-the-spot decision.												

## Board Member Self-Evaluation

<b>B. Relationship with the community</b>												
	<b>How I am now</b>					<b>How I wish I were</b>						
1. I work to preserve the trust my fellow citizens have put in me and my fellow board members for the educational development of the children and youth of this community.	1	2	3	4	5		1	2	3	4	5	
2. I work to do what is in the best interest of each and every student without distinction as to who they are or what their background may be.	1	2	3	4	5		1	2	3	4	5	
3. I take the initiative in helping all community members to have all the facts about their schools so they will readily provide the finest possible school program, school staff, and school facilities.	1	2	3	4	5		1	2	3	4	5	

<b>C. Relationship during meetings</b>												
	<b>How I am now</b>					<b>How I wish I were</b>						
1. I arrive early and am prepared for the meeting to start on time.	1	2	3	4	5		1	2	3	4	5	
2. I treat other members of the board and professional staff with respect during board meetings.	1	2	3	4	5		1	2	3	4	5	

## Board Member Self-Evaluation

3. On those occasions when I differ with other board members, I do so based on the issues at hand and not on personalities.	1	2	3	4	5		1	2	3	4	5
4. I behave in such a manner as to emphasize that individual board members have no authority except when convened in a legally conducted board meeting.	1	2	3	4	5		1	2	3	4	5
5. I refrain from discussions and comments that are unrelated to the agenda item.	1	2	3	4	5		1	2	3	4	5
6. I exercise good listening skills during meetings.	1	2	3	4	5		1	2	3	4	5
7. I listen to all sides before making a decision.	1	2	3	4	5		1	2	3	4	5
8. I display a spirit of compromise when impasses arise and urge consensus.	1	2	3	4	5		1	2	3	4	5
9. I vote my conscience, but support the majority decisions.	1	2	3	4	5		1	2	3	4	5
10. I work within the board role as policy maker and do not become involved in making administrative decisions.	1	2	3	4	5		1	2	3	4	5
11. At meetings, I speak loudly and clearly enough to be heard by everyone present.	1	2	3	4	5		1	2	3	4	5
12. I conduct myself in a businesslike manner, following accepted parliamentary procedures and rules.	1	2	3	4	5		1	2	3	4	5
13. I refrain from monopolizing the discussion.	1	2	3	4	5		1	2	3	4	5



## Board Member Self-Evaluation

<b>D. Relationship with staff and personnel</b>												
	<b>How I am now</b>					<b>How I wish I were</b>						
1. I consistently adhere to the law governing superintendent authority for personnel.	1	2	3	4	5		1	2	3	4	5	
2. I make every effort to become acquainted with district personnel	1	2	3	4	5		1	2	3	4	5	
3. I do not allow personal friendships with district personnel to affect overall board decisions or policies.	1	2	3	4	5		1	2	3	4	5	
4. I channel complaints and potential problems to the proper authority.	1	2	3	4	5		1	2	3	4	5	

<b>E. Support of instructional program</b>												
	<b>How I am now</b>					<b>How I wish I were</b>						
1. I keep informed about student achievement.	1	2	3	4	5		1	2	3	4	5	
2. I solicit information from the community pertaining to instructional program needs.	1	2	3	4	5		1	2	3	4	5	
3. I support policies that enable the staff to develop the educational program required to meet the needs of the community.	1	2	3	4	5		1	2	3	4	5	

## Board Member Self-Evaluation

<b>F. Fiscal responsibility</b>												
	<b>How I am now</b>					<b>How I wish I were</b>						
	1	2	3	4	5		1	2	3	4	5	
1. I support efforts to provide resources to properly fund the school district budget.												
2. I support policies requiring proper accountability for the expenditure of school district funds.												
3. I keep my constituents informed about the financial needs of the school district.												

<b>G. Personal work habits</b>												
	<b>How I am now</b>					<b>How I wish I were</b>						
	1	2	3	4	5		1	2	3	4	5	
1. I keep the educational and welfare of children as my primary concern.												
2. I am willing to make unpopular decisions, in the best interest of children.												
3. I represent the best interests of all citizens rather than special interest groups.												
4. I take time to do my homework and prepare for meetings.												
5. I attend board meetings regularly.												
6. I refrain from asking that items be added to the agenda at the last minute.												

## Board Member Self-Evaluation

7. I reach decisions on the merits of issues and on the basis of best available information.	1	2	3	4	5		1	2	3	4	5
8. I participate in board training programs at regional, state and national levels.	1	2	3	4	5		1	2	3	4	5
9. I do not individually or unilaterally make decisions or commitments on the board's behalf.	1	2	3	4	5		1	2	3	4	5
10. I am open and honest with board members, school staff and community members.	1	2	3	4	5		1	2	3	4	5
11. I share information and avoid "surprises" whenever possible.	1	2	3	4	5		1	2	3	4	5
12. I am familiar with and abide by the Tennessee School Boards Association Boardsmanship Code of Ethics.	1	2	3	4	5		1	2	3	4	5
13. I respect those who differ in opinion and belief.	1	2	3	4	5		1	2	3	4	5
14. I accept constructive criticism.	1	2	3	4	5		1	2	3	4	5
15. I remain calm and think clearly under pressure.	1	2	3	4	5		1	2	3	4	5

# **Board Member Self-Evaluation**

## **H. General Statements**

My strengths and weaknesses as a Board member are (Please list below):

To improve my effectiveness as a board member, I will (Please list in the box below) :