

Board of Education Regular Meeting

February 10, 2026 6:00 PM

MCS Administrative Offices

I. CALL TO ORDER Procedural Item	Chair Amanda Moore
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by Ms. Quinena Bell, principal at Hobgood Elementary, and Dr. Jeremy Lewis, principal at Bradley Academy	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item	Chair Amanda Moore
III. COMMUNICATIONS Information Item	Chair Amanda Moore
A. TSBA Tennessee School Board Week January 25-31 Procedural Item	Ms. Lisa Trail
B. Public Comment Procedural Item	Chair Amanda Moore
IV. CONSENT ITEMS Consent Agenda	Chair Amanda Moore
A. Approval of 1-13-26 Board Minutes Consent Item	
B. Personnel Report (November-January) Consent Item	
C. Approval of Student Fees Consent Item	
D. Approval of Additional One on One EA at Erma Siegel Elementary and Black Fox Elementary Consent Item	
E. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Amanda Moore
A. Approval of Board Policy 1.8011-Emergency Closings-First and Final Reading Action Item	Ms. Lauren Bush
B. Approval of Open/Closed Zone Schools Action Item	Dr. Trey Duke
C. Approval of 2026-2027 PreK and 6th Grade Placements Action Item	Dr. Trey Duke
D. Approval of Budget Amendment-FY26 Title III Immigrant Subgrant Award Action Item	Dr. Trey Duke
E. Approval of Budget Amendment-FY26 Stronger Connections Grant Action Item	Dr. Trey Duke
F. Approval of Budget Amendment-TN Tutoring Action Item	Dr. Trey Duke

G. Approval of Amendment to Professional Services Agreement with Johnson & Bailey for Bradley Ceiling Renovations Action Item	Dr. Trey Duke
H. Approval of Agreement with Johnson and Bailey for Roof Restoration Project at Scales Elementary Action Item	Dr. Trey Duke
VI. REPORTS AND INFORMATION Information Item	Chair Amanda Moore
A. HR Update Information Item	Dr. Maria Johnson
B. Summer School Update Information Item	Ms. Sheri Arnette
C. Legal Update Information Item	Ms. Lauren Bush
D. Director's Update Information Item	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Amanda Moore
VIII. ADJOURNMENT Action Item	Chair Amanda Moore

MINUTES

Board of Education Regular Meeting

January 13, 2026 5:00 PM

MCS Administrative Offices

I. CALL TO ORDER Procedural Item In attendance: Dr. Trey Duke, Sheri Arnette, Jaci Saunders, Lisa Trail, Maria Johnson, Don Bartch, Daniel Owens, Ken Rocha, Jenny Ortiz, Angela Fairchild, and Dr. Liz Rueby Assistant City Attorney Lauren Bush and City Liaison Bill Shacklett,	Chair Amanda Moore
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Jenny Ortiz, principal at Overall Creek and Dr. Liz Rueby, principal at Reeves Rogers Elementary.	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 7, Nay: 0	Chair Amanda Moore
III. PUBLIC COMMENT Procedural Item	Chair Amanda Moore
IV. CONSENT ITEMS Consent Agenda Present: Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mrs. Jeanette Price, Mr. Jimmy Richardson III, Mr. David Settles. Motion to approve consent agenda.. This motion, made by Mr. Butch Campbell and seconded by Mrs. Jeanette Price, passed. Yea: 7, Nay: 0	Chair Amanda Moore
A. Approval of 12-9-25 Board Minutes Consent Item	
B. Approval of Contract-Fire Suppression System Consent Item	
C. Approval of Contract-Request for Extended Utilization of School Buses Consent Item	
D. Approval of Contract-Clear Touch Boards Consent Item	
E. Approval of 1:1 EA for Erma Siegel Student Consent Item	
F. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Amanda Moore
A. Approval of Budget Amendment-FY26 ESP-Project Play Action Item Motion to approve the Budget Amendment-FY26 ESP-Project Play. This motion, made by Ms. Barbara Long and seconded by Mr. Jimmy Richardson III, passed. Yea: 7, Nay: 0	Dr. Trey Duke

Minutes
Page 1 of 5
January 13, 2026
Recorded by L. VanCleave

<p>B. Approval of Additional Duties Stipend Action Item Motion to approve the Additional Duties Stipend. This motion, made by Ms. Karen Dodd and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0</p>	<p>Dr. Trey Duke</p>
<p>VI. REPORTS AND INFORMATION Information Item</p>	<p>Chair Amanda Moore</p>
<p>A. Enrollment (PTR) Report-Period 4 Information Item Ken Rocha presented the Period 4 enrollment report to the Board, including information on pupil-teacher ratio (PTR). Dr. Duke noted that the current PTR is 18.34 and asked the Board to keep this in mind as the district enters the budget planning process.</p>	<p>Mr. Ken Rocha</p>
<p>B. Discussion of Enrollment Projections, Open Zone Schools, and 2026-2027 Program Placements Information Item Ken Rocha and Dr. Duke reviewed enrollment projections with the Board, including current enrollment, projected enrollment, and program placements for the 2026-2027 school year. Dr. Duke informed the Board that the General Assembly entered session today and noted there may be an increase in the number of vouchers next year.</p> <p>Chair Amanda Moore asked about kindergarten enrollment projections and when those numbers would be available. Dr. Duke stated that final projections would not be known until May. Mr. Rocha added that some kindergarten numbers would be available in April, followed by an additional registration push in May. Chair Moore asked whether there had been any correlation to the anticipated increase in kindergarten enrollment. Dr. Duke reported that the district has received a higher number of Discovery School applications than in previous years, with 220 applications received to date for only 60 available seats.</p> <p>Dr. Duke stated that Mr. Rocha’s PowerPoint and graphs reflect projected growth based on Period 4 enrollment. He explained that the district is required to post open seats for 30 days and that in past years, lotteries were conducted when applications exceeded available seats. He noted that the district is operating in an era of school choice and, after considering this, currently has no fully closed-zone schools.</p> <p>Mr. Rocha reviewed the open seats available by school and grade and explained that the list would be presented for Board approval at the February 10th meeting.</p> <p>Board member David Settles expressed a desire to see increased enrollment at Bradley Academy, noting that it is a choice school for the arts and a high-achieving program. Board member Jeanette Price asked how families are informed that Bradley is an arts-integrated school and how that message is being promoted. Lisa Trail stated that the district continues to emphasize Bradley’s arts-integrated focus and will continue promotional efforts. Board member Barbara Long asked whether the school’s marquee could be updated to better promote the arts. Ms. Trail noted that approximately 50 percent of Bradley’s enrollment is parent choice. Dr. Duke added that 131 students currently attend Bradley on zone waivers.</p> <p>Dr. Duke stated that his primary focus in the coming weeks would be addressing open seats, zone waivers, and continuing to embrace school choice.</p>	<p>Dr. Trey Duke</p>

Dr. Duke outlined next steps, noting that Period 5 ends January 29th, updated enrollment information would be available in early February, and the Board would vote on February 10th. He explained that the district would then meet the two-week legal requirement for the open enrollment period and process nearly 1,000 zone waivers, the majority of which are for children of staff members. He clarified that zone waivers are approved only within the city and that the district does not recruit students outside city limits.

Dr. Duke discussed plans for sixth-grade placements for the 2026-2027 school year. He stated that while six grade is currently offered at nine schools, he would recommend reducing that number to seven schools. He invited Board members to review placement recommendations included in their packets and shared current sixth-grade teacher counts and PTRs. He emphasized the importance of providing sixth graders with the best possible experience and noted challenges in staffing self-contained sixth-grade classrooms. He also explained that consolidating sixth grade would create additional space for other grades.

Board member Barbara Long commented that maintaining very low PTRs in sixth grade is not financially sustainable and may not be healthy for students. Dr. Duke also expressed concern about ensuring parents receive advance notice of any changes.

The Board discussed plans for 6th grade at Discovery School. Dr. Bullard and Dr. Duke proposed that the current fifth-grade cohort returning for sixth grade next year would be the final sixth-grade class at Discovery. They explained that eliminating sixth grade would allow the addition of a fourth third-grade classroom, followed by a fourth fourth-grade classroom the following year, increasing overall capacity at Discovery. Dr. Bullard and Dr. Duke wanted to be sure that parents be given at least one year's notice of this potential change. It was noted that 11 applications for sixth grade at Discovery have already been received for next year; the sixth grade would remain one self-contained class if continued.

Dr. Duke reiterated that the discussion was informational only and that no decisions were being made at this meeting. He asked the Board to consider whether to continue offering sixth grade at Discovery with low enrollment or transition to a K-5 model to increase seats in other grades.

Chair Amanda Moore stated that she sees the merit in the proposal but emphasized the importance of providing parents with advance notice. Dr. Duke also asked the Board to consider whether a minimum enrollment threshold should be established if the issue is revisited later in the year.

Chair Moore requested that sixth grade at Discovery be brought back for further discussion in May.

Dr. Duke also noted that recent licensure changes moved from a 1-8 license to a K-5 license, meaning teachers licensed to teach sixth grade may only teach that grade.

Dr. Duke concluded by stating that at the February 10th meeting, the Board will vote on open-zone seats, Pre-K placements, and sixth-grade placements, with parent communication to begin on February 11th.

C. Update on CIP Information Item

Don Barch presented an update on the Capital Improvement Plan (CIP), including the option of exploring solar energy initiatives as a potential cost-saving measure.

Mr. Don Barch

<p>Vice Chair Butch Campbell inquired about obtaining pricing to add a parking lot at the former playground site at Mitchell-Neilson Elementary School. Mr. Bartch stated that he would look into the cost.</p> <p>Dr. Duke noted that this option had been discussed previously but was not advanced due to other projects taking priority; however, he stated that he would be willing to revisit including it in the plan.</p>	
<p>D. Budget Preview Information Item</p> <p>Dr. Duke provided a brief budget update and informed the Board that he is currently working on the district’s budget. He stated that as the district approaches budget meetings, he would like to meet individually with each Board member prior to the April meetings.</p> <p>Dr. Duke reported that he met with city officials earlier in the day to discuss fluctuating enrollment. He noted that the district is down 309 students, a trend consistent across the state, and explained that as a K-5 district, MCS is not balanced by middle or high school enrollment. He stated that the loss of 309 students in TISA base funding equates to approximately \$2.2 million. He reminded the Board that funding for the upcoming year is based on the current year’s enrollment.</p> <p>Dr. Duke further explained that over the past four years, a total of 21 pennies have been shifted, and assuming no property growth, the district has lost approximately \$9.9 million during that period. He noted that sales tax revenue has helped offset some of this loss and discussed the district’s fund balance. He stated that the district’s goal is to maintain a fund balance of no less than 10 percent and that the district is no longer able to rely on the fund balance to the extent it has in previous years.</p> <p>Dr. Duke stated that the district will need to closely monitor sales tax revenue and align expenditures with available revenue. He noted that sales tax trends are currently increasing.</p> <p>Dr. Duke shared that he has not yet met with the Teacher Advisory Council or principals to gather feedback but outlined several budget priorities, including cost-of-living considerations, moving calm coaches to the general purpose fund, extending classified staff step increases beyond nine years, and implementing a new student information system. He stated that the district must balance doing as much as possible while remaining competitive.</p> <p>Board member Jimmy Richardson stated that he would begin to have concerns if the fund balance reaches 15 percent.</p> <p>Dr. Duke informed the Board that department heads have been instructed not to request new expenditures unless required by the state. He reminded the Board that approximately 86 percent of the district’s budget is personnel-related. He stated that the district will not be hiring additional staff while maintaining a 1:20 student-teacher ratio.</p> <p>Dr. Duke stated that the district will sharpen its focus on initiatives with the greatest impact and emphasized that every budget decision directly affects the student experience. Board member Karen Dodd thanked Dr. Duke for his transparency and stated that the Board was aware these challenges were coming and should not be surprised.</p>	<p>Dr. Trey Duke</p>
<p>E. Director's Update Information Item</p>	<p>Dr. Trey Duke</p>

<p>In closing, Dr. Duke shared the mandated gun safety video with the Board and stated that all three gun safety videos would be sent to the Board for review. He noted that the K-2 video was shown during the meeting.</p> <p>Dr. Duke stated that students will not be permitted to opt out of viewing the video. He also informed the Board that all safety videos will be sent to parents the week prior to Safety Week, which will take place during the last week of January.</p>	
<p>VII. OTHER BUSINESS Information Item Chair Amanda Moore distributed tickets to the Frist Art Museum exhibition featuring student artwork. She noted that Ms. Potter, art teacher at Hobgood Elementary School, had sent the tickets to each Board member.</p> <p>Board member Barbara Long informed the Board that the City Schools Foundation Excellence in Education Gala will be held on March 20 at Maca Villa in Lascassas and that Martha Touchton will be honored.</p> <p>Mr. Shacklett invited the Board to attend the Legacy Recognition event honoring former city employees, to be held at 4:00 p.m. on January 22 in the City Hall Rotunda.</p>	<p>Chair Amanda Moore</p>
<p>VIII. ADJOURNMENT Action Item The meeting adjourned at 7:23 p.m. Motion to adjourn. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0</p>	<p>Chair Amanda Moore</p>

Director of Schools

Agenda Item Title: Personnel Report

Board Meeting Date: February 10, 2026

Department: Human Resources

Presented by: Dr. Maria Johnson

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

The personnel report outlines all certified and classified new hires, resignations, retirements, and terminations occurring between October 22, 2025, and February 3, 2026.

Staff Recommendation

Approval of personnel report.

Fiscal Impact

Not applicable

Connection to MCS's Five-Year Strategic Plan

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

Human Resources Personnel Report 10/22/25 - 02/03/26

Certified Hires

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Start Date</u>
Kaylie Okafor	BR	BEST Teacher	10/20/2025
Hannah Gallardo	SA	5th Grade Teacher	11/10/2025
Karrie Woods	JP	Kindergarten Teacher	12/1/2025
Rachel Gehrke	NF	4th Grade Teacher	1/5/2026
Ashley Mushamba	BR	Academic Intervention	1/20/2026
Amy Miller	HG	Resource Teacher (pt)	2/2/2026

Certified Interims

<u>Interim Name</u>	<u>Dates</u>	<u>Position</u>	<u>Location</u>	<u>Teacher Name</u>
Judi Hinds	10/28 -2/17	Interim 3rd Grade	OCE	A.Smith
Carolyn Cox	11/4 - 5/28	Interim 2nd Grade	HG	Outland-Calvo
Darlene Harris	11/17 - 3/6	Interim 2nd Grade	NF	Munpanthavong
Taylor Tenniswood	12/15 - 3/20	Interim 1st Grade	ESE	Noblin
Jillian Nichols	1/5 - 2/17	Interim CDC Teacher	SA	Cooper Austin
Elijah Groves	1/5 - 4/14	Interim 2nd Grade	BF	Tackett
Pamela Pierce	1/5 - 3/27	Interim Resource Teacher	HG	B. Clark

Classified New Hires

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Start Date</u>
Sulaf Hassan De Cheik	ESE	PreK EA	10/20/2025
Aaleigha Folks	BR	Calm Coach EA	10/27/2025
Gillian Patterson	JP	CDC EA	10/27/2025
Lydia Zehr	DW	Farmer Educator	10/27/2025
Melvin Williams	MNS	EA (title)	11/3/2025
Nancy Martinez	HG	Asst Caf Manager	11/10/2025
Phillip Kirby	CO	Tech Admin Asst	11/10/2025
Sarah Gauhar	CLA	CDC EA	11/10/2025
Dorcia Spates	OCE	CDC EA	11/12/2025
Mona Smadi	NF	SPED EA	11/17/2025
Monique Friend	MNS	BEST EA	11/17/2025
Ruby Anderson	RR	SPED EA	11/17/2025
Summer McClatchey	MNS	BEST EA	11/17/2025
Annilee Derbabian	JP	SPED EA	12/1/2025
Ella Good	BR	CDC EA	12/1/2025
Finley Wright	SHOP	Bus Asst	12/1/2025
Kathryn Appleton	SC	EA	12/1/2025
Natasha Steward	LS	Site Director	12/1/2025

Savana Chaffin	RR	CDC EA	12/1/2025
Paula Ginther	SA	SPED EA	12/4/2025
Daxton Patrick	CO	Computer Tech	12/9/2025
Megan Heaven	CO	School Nurse - float	12/9/2025
Sean Murphy	MNS	BEST EA	12/12/2025
Adalie Bottros	CO	Payroll / Staff Acct	1/5/2026
Mark Persley	SHOP	Bus Driver	1/5/2026
Nadia Persley	SHOP	Bus Driver	1/5/2026
Steven Craig Davenport	SHOP	Maint Tech	1/5/2026
Ed Ferry	SHOP	Bus Asst	1/6/2026
Samantha Caamano	LS	Site Director	1/6/2026
Erin Riley	BR	TNALL EA	1/12/2026
Taetumn Taylor	SA	SPED EA	1/14/2026
Reham Rano	MNE	BEST EA	1/20/2026
Nakiya Russell	JP	CDC EA	1/21/2026
Alberta Houston	SHOP	Bus Driver	1/22/2026
Steve Copeland	MNS	BEST EA	1/23/2026
Zoe Turner	MNS	Little Sprouts	1/26/2026
Jose Morales-Camacho	SHOP	Bus Asst	1/28/2026
Linda Gossett	SHOP	Bus Asst	2/2/2026
Shamesha Talley	MNS	EA	2/2/2026
Taya Jordan	JP	IPK EA	2/3/2026
Wendy Simpson	SHOP	Bus Asst	2/5/2026

Certified Resignations/Retirements/Terminations/ Etc.

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Last Day</u>	<u>Tenure Y/N</u>
Shelby Bramblett	JP	Teacher	10/30/2025	N
Elizabeth Turner	NF	Teacher	11/3/2025	Y
Allison McMillan	SC	Teacher	11/21/2025	N
Jamie Delynn Shiarla	JP	CDC Teacher	12/5/2025	N
April Irvin	CO	Math Coordinator	12/5/2025	N
Kenne McWhorter	JP	Teacher	1/21/2026	Y
Mary Beth Young	BR	Intervention	1/26/2026	Y

Classified Resignations/Retirements/Terminations/Etc.

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Last Day</u>
Cassidy Glidwell	LS	Lead Teacher	10/24/2025
Marc Tuck	CO	Technology	11/10/2025
Natasha Perkins	RR	SPED EA	11/11/2025
Crystal Gamboa	SHOP	Bus Driver	11/21/2025
Kasey Meinhart	OCE	Caf Asst Manager	11/21/2025
Stephanie Barger	SHOP	Bus Driver	11/21/2025

Kim Santoro	SHOP	Bus Driver	12/1/2025
Nicole Smith	CLAPK	EA	12/5/2025
Alison Roman	OCE	EA	12/19/2025
Carlos Rose	SHOP	Bus Asst	12/19/2025
Hannah Simpson	HG	EA	12/19/2025
Jusy Swann	SHOP	Bus Asst	12/19/2025
Kimberly Manier	JP	EA	12/19/2025
Theresa Stripling	BR	TNALL EA	1/5/2026
Samantha Caamano	MNP	Little Sprouts Asst	1/9/2026
Renee Buford	SHOP	Bus Asst	1/16/2026
Sarah Gauhar	CLA	SPED EA	1/23/2026
Hunter Brown	CO	Computer Technician	1/30/2026
Tiffany Hurst	RR	Calm Coach	2/6/2026

Agenda Item Title: Student Field Trip Fees

Board Meeting Date: February 10, 2026

Department: Finance

Presented by: Trey Duke

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 field trip fees of \$68 per student for 4th grade students from Discovery School to travel to the U.S. Space & Rocket Center in Huntsville, AL, on May 19, 2026.

The 4th grade students at Discovery took this same field trip last year. Their fee increased from \$62 to \$68.

Staff Recommendation

Recommending approval of student field trip fees of \$68 per 4th grade student at Discovery School to travel to the U.S. Space & Rocket Center.

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: New Position – Additional 1 on 1 EA at Erma Siegel and Black Fox

Board Meeting Date: February 10, 2025

Department: Special Education

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

Upon request from the Special Education Department, the Director of Schools is recommending two potential growth one on one EA positions for our Special Education Resource program at Erma Siegel Elementary and Black Fox Elementary. The positions is warranted for the efficient operation of the program and to meet the needs of a student requiring additional support.

Staff Recommendation

Recommended approval to hire the additional staff beyond what was originally budgeted in the FY26 budget.

Fiscal Impact

Employee salary and benefits will be based on years of experience and degree. The pay range for Educational Assistants ranges from \$15.97 - \$20.50 per hour for 1400 annual contract hours based on degree and experience.

The position will be paid out of the General-Purpose budget. No budget amendment will be needed at this time. Increase in expenditures are found in 71200-163.

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: Surplus Items

Board Meeting Date: February 10, 2026

Department: Finance and School Operations

Presented by: Trey Duke

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.

* computer no longer ~~gets~~ gets security updates

EQUIPMENT (20)	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Mac Computer	961095	Apple		CO2WQ09N13GC	
Capitan Louie P/V Score + CD		MTI			—
Spissical JR P/V Score		MTI			—
High School Musical 2 JR P/V Score		MTI			—
Willy Wonka Kids P/V Score		MTI			—
Music Man Kids P/V Score		MTI			—
Annie JR P/V Score (2)		MTI			—
Once on This Island P/V Score (2)		MTI			—
Music Man JR P/V Score (2)		MTI			—
Lion King JR P/V Score + CD		MTI			—
Peter Pan JR P/V Score		MTI			—
Little Mermaid JR P/V Score		MTI			—
Alice in Wonderland JR P/V Score		MTI			—

* All MTI Scores cannot be used again legally.

2 scores

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 [Signature] School Bradley Date 1/20/26

Supervisor [Signature] Date 1/23/2026
 Assistant Superintendent of School Operations or Director of Technology

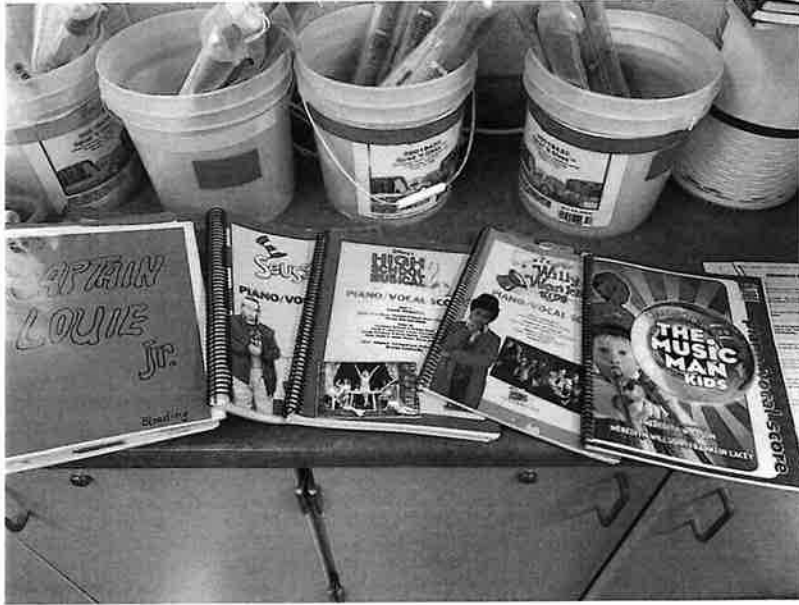
[Signature] Date 1/30/26
 Director of Schools

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: _____





MNE

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).

Device no longer powers on

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 TV	6878	ClearTouch	6065K	40200520900425	\$0
* located in Mitchell-Nelson Elem Gym - On the Stage, leaning against back wall. *					

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 MN Elem Date 1/12/26

Principal

Supervisor _____ Date _____

[Signature] Date 1-15-2026
Assistant Superintendent of School Operations or Director of Technology

[Signature] Date 1/20/26
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

From: Sherry Givens
Sent: Tuesday, January 13, 2026 9:35 AM
To: Dena Thomas
Subject: MNE-Disposal form Attached
Attachments: MNE DISPOSAL FORM 1-13-26.pdf

Dena,

Attached (and also on pony) is a disposal form for a clear touch panel that no longer works. It has been taken off of the cart we purchased form them to be placed on, as we are reusing the carts in lieu of purchasing new ones, when the boards die.

This panel is in the Elem gym, at the back of the stage, leaning against the wall.

Thanks

Sherry Givens, Bookkeeper
Mitchell-Neilson Schools
(615) 890-7841
sherry.givens@cityschools.net

Erma Siegel 2 door Reach In

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
See attached					
Reach In freezer - compressor is condemned					\$500

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 _____

Jaclyn Saunders Date *1/9/20*
Supervisor

Bobbie Duke Date *1/15/20*
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: _____

Erma Siegel

BEVERAGE-AIR
SPARTANBURG, S.C. - BROOKVILLE, PA.

ABU **EF48-1A5**

MODEL: **EF48-1A5**

REFRIGERANT: **R404A**

COMMERCIAL REFRIGERATOR AND/OR FREEZER
CHARGE: **23.0** OZ.

USE OF OTHER THAN SPECIFIED REFRIGERANT VOIDS WARRANTY.

DESIGN PRESSURE (PSIG): **350** HIGH SIDE **250** LOW SIDE

ELECTRICAL: **115** VOLTS **60** HZ **1** PH **14.5** AMPS

ALSO CLASSIFIED BY UNDERWRITERS LABORATORIES INC.
IN ACCORDANCE WITH NSF STANDARD NO. 7 12/31/90

MANUFACTURED UNDER ONE OR MORE OF THE FOLLOWING U.S. PATENTS:

NSF 125

2 door - Reach In freezer
No asset tag

Erma two door

From Larry Willeford <Larry.Willeford@cityschools.net>
Date Tue 12/23/2025 3:26 PM
To Jaclyn Saunders <Jaclyn.Saunders@cityschools.net>

Dan has condemned the compressor on a 2-door reach-in freezer at Erma. This compressor is called a semi-hermetic compressor which only means you're able to break it fully down to see what caused failures, and or make repairs if a talented tech wants to spend the added time to do such. Also, it is more costly for a replacement compressor than a hermetic (or a "can" compressor as it is called). I don't have a price to share with you, but depending on the horsepower size, it could run as much as \$2,500.00 to \$3,000.00. And you still have a 1997 cabinet, its average in its condition for the date. Please give some thought if you wish to research repairs or you wish to retire it.

Thanks,

Larry Willeford
Maintenance Supervisor
Murfreesboro City Schools

615.904.1016 Office
615.482.3957 Cell
615.848.3077 Fax

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 Desk					100

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 D. Hill Date 1/5/26

Supervisor D. B. [Signature] Date 1/12/26

Assistant Superintendent of School Operations or Director of Technology Bobby Duke III Date 1/12/26

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: _____

2015-2016 GP FIXED ASSETS

TAG#	CK#	CK DATE	AMOUNT	PO#	VENDOR	DESCRIPTION	SERIAL #	LOCATION	ACQ. DATE	ACCOUNT #
NONE	72927	3/11/2016	\$4,297.99	1081601015	MURFREESBORO HOUSING	2002 DODGE RAM VAN VIN#2B7JB21Z02K128926		SH	3/11/2016	141-72620-717-000-000008-000

Agenda Item Title: Board Policy 1.8011, Emergency Closings, on first and final reading

Board Meeting Date: February 10, 2026

Department: Director of Schools

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

Board Policy 1.8011, *Emergency Closings*, currently authorizes the Director of Schools to close schools due to hazardous weather or other emergencies and outlines communication procedures; however, the policy does not address employee compensation during emergency closures.

Compensation practices for employees during inclement weather or emergency closures have historically been governed by administrative procedures rather than Board policy. The proposed revision formally establishes Board authority for employee compensation during emergency closures and clarifies how pay may be administered when employees are unable to physically report for duty as a result of a district or school building closure.

The recommended language authorizes the Director of Schools to continue compensation during emergency closures.

Staff Recommendation

Approve changes to Board Policy 1.8011, Emergency Closings, on first and final reading

Fiscal Impact

The proposed change does not create a new funding obligation. Any compensation paid during emergency closures will be limited to hours and days already budgeted for employees and will be paid at base rates only. No additional appropriations are required.

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Emergency Closings	Descriptor Code: 1.8011	Issued Date: 02/02/2602/02/26
		Rescinds: STU 1	Issued: 05/13/14

1 The Board authorizes the Director of Schools to close schools in the event of hazardous weather or any
2 other emergency which presents a threat to the safety of students, staff members or school property.¹

3 As soon as the decision to close schools is made, the Director of Schools will notify the public media
4 and request that an announcement be made.

5 If school is not in session or is dismissed early due to snow or inclement weather, the Director of
6 Schools in consultation with the principal(s) of the impacted school(s), will determine if all scheduled
7 activities in which students are involved shall be postponed or cancelled.

8 EMPLOYEE WORK AND COMPENSATION DURING EMERGENCY CLOSURES

9 In the event of an emergency that requires the closure of school buildings or the District, the Director
10 of Schools is authorized to continue compensation for employees who are unable to physically report
11 for duty as a result of such closure, as outlined below:

- 12 a. Full-time ten- and eleven-month employees shall receive administrative leave with pay for
13 approved closure days.
- 14 b. Part-time ten- and eleven-month employees shall not receive regular pay for closure days and
15 may, with supervisor approval, make up the time when operations resume.
- 16 c. Extended Closure Administrative Pay
 - 17 i. If the District is closed for emergency or inclement weather for more than three (3)
18 consecutive scheduled workdays, the District will provide Administrative Closure Pay
19 to part-time ten- and eleven-month employees who were scheduled to work during the
20 closure.
 - 21 ii. The amount of Administrative Closure Pay shall be paid at the equivalent of three (3)
22 hours at the employee's regular rate for each scheduled day of closure.
 - 23 i. Administrative Closure Pay is not compensation for services rendered, does not
24 constitute wages or hours worked, and is not included in the calculation of overtime,
25 leave accruals, or employment benefits.
 - 26 iii. Payments under this section shall be made at the employee's base rate of pay and shall
27 not include overtime, premium pay, shift differentials, or other supplemental
28 compensation.
 - 29 iv. Such payments shall not exceed the number of workdays or hours budgeted for the
30 employee during the applicable fiscal year.

31 The Director of Schools shall develop and maintain administrative procedures to implement this
32 policy.

- Formatted: Font: Bold
- Formatted: Font: (Default) Times-Roman, 12 pt, Font color: Black
- Formatted: Font: (Default) Times-Roman, 12 pt, Not Bold, Font color: Black
- Formatted: Font: (Default) Times-Roman, 12 pt, Font color: Black
- Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"
- Formatted: Font: (Default) Times-Roman, 12 pt, Bold, Font color: Black
- Formatted: Font: (Default) Times-Roman, 12 pt, Font color: Black
- Formatted: Font: (Default) Times-Roman, 12 pt, Font color: Black
- Formatted: Font: Not Bold
- Formatted: Font: (Default) Times-Roman, 12 pt, Font color: Black
- Formatted: Font: (Default) Times-Roman, 12 pt, Font color: Black
- Formatted: Font: (Default) Times-Roman, 12 pt, Font color: Black
- Formatted: Font: Not Bold
- Formatted: Font: (Default) Times-Roman, 12 pt, Font color: Black
- Formatted: Font: Not Bold
- Formatted: Font: (Default) Times-Roman, 12 pt, Font color: Black
- Formatted: Font: Not Bold
- Formatted: Font: (Default) Times-Roman, 12 pt, Font color: Black
- Formatted
- Formatted: Normal (Web), Space Before: 0 pt, Numbered + Level: 2 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Right + Aligned at: 0.75" + Indent at: 1"
- Formatted: Font: Bold
- Formatted: Don't suppress line numbers

Legal References

1. [TCA 49-6-3004\(e\)\(1\)](#); TRR/MS 0520-01-03-.02(1)(b)

Formatted: Portuguese (Brazil)

Formatted: Portuguese (Brazil)

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Emergency Closings	Descriptor Code: 1.8011	Issued Date: 02/02/26
		Rescinds: STU 1	Issued: 05/13/14

1 The Board authorizes the Director of Schools to close schools in the event of hazardous weather or any
2 other emergency which presents a threat to the safety of students, staff members or school property.¹

3 As soon as the decision to close schools is made, the Director of Schools will notify the public media
4 and request that an announcement be made.

5 If school is not in session or is dismissed early due to snow or inclement weather, the Director of
6 Schools in consultation with the principal(s) of the impacted school(s), will determine if all scheduled
7 activities in which students are involved shall be postponed or cancelled.

8 **EMPLOYEE WORK AND COMPENSATION DURING EMERGENCY CLOSURES**

9 In the event of an emergency that requires the closure of school buildings or the District, the Director
10 of Schools is authorized to continue compensation for employees who are unable to physically report
11 for duty as a result of such closure, as outlined below:

12 a. All classified and certified employees, including full-time and part-time employees, who were
13 regularly scheduled to work on a day when the District or school buildings are closed shall
14 continue to receive their regular compensation for that day. For employees paid on an hourly
15 basis, compensation shall be based solely on the number of hours the employee was scheduled
16 to work on the day of closure.

17 b. Payments under this section shall be made at the employee's base rate of pay and shall not
18 include overtime, premium pay, shift differentials, or other supplemental compensation.

19 c. Such payments shall not exceed the number of workdays or hours budgeted for the employee
20 during the applicable contract or fiscal year.

21 —Compensation provided under this section is not compensation for services rendered, does not
22 constitute wages or hours worked, and is not included in the calculation of overtime, leave
23 accruals, or employment benefits.

24 The Director of Schools shall develop and maintain administrative procedures to implement this
25 policy.

Legal References

1. TCA 49-6-3004(e)(1); TRR/MS 0520-01-03-.02(1)(b)

Formatted: Font: Bold

Formatted: No bullets or numbering

Formatted: Font: Not Bold

Formatted: Font: Bold

Formatted: Normal (Web), Space Before: 0 pt, Numbered +
Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 +
Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Space Before: 0 pt, Don't suppress line

Formatted: Font: 8 pt

Formatted: Portuguese (Brazil)

Agenda Item Title: Open/Closed Zone Schools

Board Meeting Date: February 10, 2026

Department: Student Support Services

Presented by: Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

Murfreesboro City Schools will conduct the open enrollment period for zone waivers from February 26 – March 27, 2026. Parents or guardians of a student seeking to transfer their child to an open zoned school for the 2026-27 school year must apply within this timeline. There are two types of requests that are completed on the same form: (1) new zone waiver and (2) students currently on a zone waiver requesting to remain at the school.

Staff Recommendation

Approval of open zoned schools and seats for the 2026-27 school year.

School	Proposed # Open Seats Available	Closed Grade Levels
Black Fox	10 seats in 2 nd grade	K, 1, 3, 4, 5, 6
Bradley	50 seats in grades K, 1, 2, 3, 4, 5	6
Cason Lane	40 seats in grades K, 1, 4, 5; 5 seats in 6 th grade	2, 3
Erma Siegel	20 seats in K, 5 seats in 3 rd grade	1, 2, 4, 5, 6
Hobgood	25 seats in grades K, 1, 2, 5	3, 4, 6
John Pittard	40 seats in grades K, 2, 3; 5 seats in 6 th grade	1, 4, 5
Mitchell-Neilson	25 seats in grades K, 1, 2, 3, 4, 5	6
Northfield	50 seats in grades K, 1, 3, 4, 5	2, 6

Overall Creek	10 seats in K, & 10 seats in 1 st grade, 5 seats in 2 nd grade	3, 4, 5, 6
Reeves-Rogers	50 seats in K, 1, 2, 3, 4, 5	6
Scales	5 seats in 2 nd grade, 10 seats in 3 rd grade	K, 1, 4, 5
Salem	4 seats in 2 nd grade, 10 seats in 3 rd grade, 4 seats in 4 th grade	K, 1, 5, 6

Please note that Discovery School has a separate application and assessment process

For closed zoned schools, only students on existing zone waivers, who have not changed addresses, may apply to continue at these schools.

Fiscal Impact

Not Applicable

Connection to MCS’s Five-Year Strategic Plan

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

Murfreesboro City School
Open Enrollment for 2026-2027

- January 13: Board Meeting
- February 10: Board approval of open/closed zone schools for 2026-27
- February 11 – 25: Advertise Open Enrollment (*two-week requirement*)
- Feb 26 – Mar 27: **Open Enrollment** (*30-day requirement*). *Closes at 3:00PM on March 27th*
- March 3 & 12: Voluntary Open Zoned School Tours for Open Grade Levels
 from 9-10AM and 4-5PM
- Mar 30 – April 3: Spring Break
- April 7: Conduct lottery, if necessary.
- April 10: Notify all applicants via email
- April 20: Appeal deadline
- May 8: Appeal Committee Hearing

PROPOSED OPEN ZONE SCHOOLS and NEW SEAT AVAILABILITY:
Pending Board approval on February 10, 2026

School	Proposed # Open Seats Available	Closed Grades
Black Fox	10 seats in 2 nd grade	K, 1, 3, 4, 5, 6
Bradley	50 seats in grades K, 1, 2, 3, 4, 5	6
Cason Lane	40 seats in grades K, 1, 4, 5; 5 seats in 6 th grade	2, 3
Erma Siegel	20 seats in K, 5 seats in 3 rd grade	1, 2, 4, 5, 6
Hobgood	25 seats in grades K, 1, 2, 5	3, 4, 6
John Pittard	40 seats in grades K, 2, 3; 5 seats in 6 th grade	1, 4, 5
Mitchell-Neilson	25 seats in grades K, 1, 2, 3, 4, 5	6
Northfield	50 seats in grades K, 1, 3, 4, 5	2, 6
Overall Creek	10 seats in K, & 10 seats in 1 st grade, 5 seats in 2 nd grade	3, 4, 5, 6
Reeves-Rogers	50 seats in K, 1, 2, 3, 4, 5	6
Scales	5 seats in 2 nd grade, 10 seats in 3 rd grade	K, 1, 4, 5
Salem	4 seats in 2 nd grade, 10 seats in 3 rd grade, 4 seats in 4 th grade	K, 1, 5, 6

Please note that Discovery School has a separate application and assessment process.

Agenda Item Title: 2026-2027 6th Grade and PreK Placements

Board Meeting Date: February 10, 2026

Department: Finance

Presented by: Dr. Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

District staff is proposing updated placements for sixth-grade classes and PreK programs for the 2026–2027 school year. These proposed changes are intended to ensure sixth-grade students are provided appropriate instructional programming while maintaining adequate and efficient use of building space. In addition, adjustments to PreK placements will allow the district to more effectively utilize available space across schools, supporting enrollment growth and maximizing capacity in all buildings.

Staff Recommendation

Approve the proposed placements as presented.

Fiscal Impact

No direct fiscal impact associated with the transitions. However, the 6th grade transitions will allow for more traditional pupil to teacher ratios.

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.

Proposed 6th Grade and PreK Placements 2026-2027

6th Grade 2025-2026 (Period 4)

School	6 th Grade Enrollment	6 th Grade Teachers	PTR
Black Fox Elementary	66	3	20.53
Bradley Academy	42	2	21.00
Cason Lane Academy	42	2	21.00
Discovery School	10	1	10.00
Erma Siegel Elementary	<i>6th Grade Students attend John Pittard</i>		
Hobgood Elementary	56	3	18.67
John Pittard Elementary	52	3	17.33
<i>Mitchell-Neilson Elementary</i>	23	2	11.50
<i>Northfield Elementary</i>	19	1	19.00
Overall Creek Elementary	<i>6th Grade Students attend Cason Lane</i>		
Reeves- Rogers Elementary	<i>6th Grade Students attend Hobgood</i>		
<i>Salem Elementary</i>	28	2	14.00
Scales Elementary	<i>6th Grade Students attend Cason Lane</i>		
TOTAL	338	19	19.93

6th Grade 2026-2027 Proposed/Projections

School	6 th Grade Enrollment	6 th Grade Teachers	PTR
Black Fox Elementary	60	3	20.00
Bradley Academy	40	2	20.00
Cason Lane Academy	50	3	16.67
Discovery School	15	1	15.00
Erma Siegel Elementary	<i>6th Grade Students attend John Pittard</i>		
Hobgood Elementary	60	3	20.00
John Pittard Elementary	55	3	18.33
Mitchell-Neilson Elementary	<i>6th Grade Students attend Northfield</i>		
Northfield Elementary	40	2	20
Overall Creek Elementary	<i>6th Grade Students attend Cason Lane</i>		
Reeves- Rogers Elementary	<i>6th Grade Students attend Hobgood</i>		
Salem Elementary	<i>6th Grade Students attend Cason Lane</i>		
Scales Elementary	<i>6th Grade Students attend Cason Lane</i>		
TOTAL	320	17	18.82

PreK Placements

School	2025-2026	2026-2027 Proposed
Black Fox Elementary	2 VPK Classrooms	2 VPK Classrooms
Cason Lane PreK	4 VPK Classrooms / 4 IPK Classrooms	4 VPK Classrooms / 4 IPK Classrooms
Erma Siegel Elementary	2 IPK Classrooms	Moved to MNP
John Pittard Elementary	2 VPK Classrooms / 2 IPK Classrooms	2 VPK Classrooms / 2 IPK Classrooms
Mitchell Neilson Elementary	2 VPK Classrooms / 2 IPK Classrooms	4 VPK Classrooms / 5 IPK Classrooms
Northfield Elementary	2 VPK Classrooms/ 1 IPK Classroom	Moved to MNP

Agenda Item Title: FY26 Title III Immigrant Grant

Board Meeting Date: February 10, 2026

Department: Finance & Federal Programs

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

The Federal Program and Finance departments are seeking approval for FY 26 Immigrant Grant source for \$8,329. The Title III Immigrant Grant for the 2025-2026 school year will be used for professional development for teachers and school staff who work with immigrant students.

In addition, funds will be used for supplemental instructional resources and technology to enhance learning opportunities for elementary immigrant students.

Staff Recommendation

Recommend approval of FY 26 Immigrant grant budget.

Fiscal Impact

Immigrant III grant of \$8,329 of new revenue for FY 26 with no impact to fund balance.

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 Schools Budget Amendment

BOE Approval
Exhibit A to resolution NO.

Schools Federal Projects Fund 142
Fiscal Year 2025-2026

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
Title III Immigrant	1,962	10,291	8,329
Total Increase in Revenues	\$ 1,962	\$ 10,291	\$ 8,329
<u>Expenditures</u>			
Title III Immigrant			
Other Supplies & Materials	0	3,000	3,000
Inservice/Staff Development	1,902	6,974	5,072
Indirect Cost	60	317	257
Total Increase in Expenditures	\$ 1,962	\$ 10,291	\$ 8,329

CHANGE IN FUND BALANCE (CASH)

Funds will be used to provide supplemental professional development opportunities for teachers who directly impact instruction of immigrant students, such as but not limited to, new ELPA21 standards, testing, as well as teaching supports in the classroom. Immigrant grant funds will also support supplemental instructional resources and technology such as tablets and age appropriate software. The immigrant grant will expand family literacy and involvement opportunities including parent workshops focusing on, but not limited to, navigating the elementary school system, communicating with teachers and academic supports.


02/25/26

 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>		2/5/26
Declined	<input type="checkbox"/>	Director of Schools	Date

Agenda Item Title: FY26 Stronger Connections Grant

Board Meeting Date: February 10, 2026

Department: Finance & Federal programs

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

The Federal Program and Finance departments are seeking approval to recognize additional funding in the Stronger Connections Grant funding source. Funds will be used to purchase an evidence-based program with supporting professional development for an emotional regulation program for PreK – 1st grade students. The materials will be utilized by our Calm Coaches.

Staff Recommendation

Recommend approval of FY26 Stronger Connections grant budget.

Fiscal Impact

Increase in allocation for the Stronger Connections Grant in the amount of \$21, 521 with corresponding expenditures. There is no impact to fund balance.

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 Schools Budget Amendment

BOE Approval
Exhibit A to resolution NO.

Schools Federal Projects Fund 142
Fiscal Year 2025-2026

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
Stronger Connections	504,950	526,472	21,521
Total Increase in Revenues	\$ 504,950	\$ 526,472	\$ 21,521
<u>Expenditures</u>			
Stronger Connections			
Other Contracted Services	141,448	144,249	2,801
In-Service/Staff Development	13,847	32,567	18,720
Total Increase in Expenditures	\$ 155,295	\$ 176,816	\$ 21,521

CHANGE IN FUND BALANCE (CASH) (0)

This amendment is to budget additional funds allocated to MCS from unused federal funds for Other Contracted Services for the private schools' proportionate share and additional In-Service/Staff Development.

D. P. D. 02/05/26
Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	<u>Bobby Duke III</u>	<u>2/5/26</u>
Declined	<input type="checkbox"/>	Director of Schools	Date

Agenda Item Title: FY26 TN Tutoring Grant

Board Meeting Date: February 10, 2026

Department: Finance

Presented by: Dr. Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

MCS has been awarded \$74,600 through the Tennessee Tutoring Innovation Grant and \$9,000 through the Early Literacy Tutoring Grant. Grant funds will be used to strengthen and support our TN ALL Corps Educational Assistants through additional professional development and instructional supplies and materials necessary to provide high-quality tutoring services for students in grades K–6. In addition, funds will be used to partially support salaries and benefits for TN ALL Corps Educational Assistants, helping to build and sustain tutoring capacity across the district.

Staff Recommendation

Approve the FY26 budget amendment to recognize the new revenue and related expenditures to utilize the Tennessee Tutoring Grants.

Fiscal Impact

Recognize new revenue in the amount of \$83,600 and related expenditure with no impact to fund balance.

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 Schools Budget Amendment

General Purpose School Fund 141
Fiscal Year 2025-2026

TN Tutoring Innovation and Early Literacy Grant

Account Number	Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Revenues				
46590	Other State Education Funds	1,805,750	1,889,350	83,600
Total Increase in Revenues		\$ 1,805,750	\$ 1,889,350	\$ 83,600
Expenditures				
Regular Instruction				
141 E 71100 163	Educational Assistants	3,549,650	3,577,955	28,305
141 E 71100 201	Social Security	2,810,515	2,812,270	1,755
141 E 71100 204	State Retirement	3,316,795	3,320,240	3,445
141 E 71100 212	Employer Medicare	656,970	657,381	411
141 E 71100 429	Instructional Supplies & Materials	1,793,820	1,797,947	4,127
Support Reg. Instr.				
141 E 72210 189	Other Salaries & Wages	36,745	40,055	3,310
141 E 72210 201	Social Security	186,620	186,826	206
141 E 72210 204	State Retirement	197,365	197,556	191
141 E 72210 212	Employer Medicare	43,975	44,025	50
141 E 72210 524	In-Service/Staff Development	95,600	137,400	41,800
Total Increase in Expenditures		\$ 12,688,055	\$ 12,771,655	\$ 83,600

CHANGE IN FUND BALANCE (CASH)

To budget the FY26 TN Tutoring Innovation and Early Literacy Grant. The allocation of \$83,600 will fund salaries, benefits, instructional supplies and professional development.


 Reviewed by Finance Director/Finance Manager 02/05/26
 Date

Approved	<input checked="" type="checkbox"/>		2/5/26
Declined	<input type="checkbox"/>	Director of Schools	Date

Agenda Item Title: Amendment to Professional Services Agreement with Johnson + Bailey Architects, P.C. for Bradley Academy Ceiling Renovations

Board Meeting Date: February 10, 2026

Department: Operations

Presented by: Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

The City is seeking to amend the existing Professional Services Agreement with Johnson + Bailey Architects, P.C. for the Bradley Academy Ceiling Renovations project. Following a prior bid cycle in April 2025 that resulted in no bids, the amendment authorizes Johnson + Bailey to provide additional services necessary to support re-bidding, including coordination with City Purchasing, review and update of drawings and specifications for current code compliance and constructability, re-issuance of bid documents, and support through completion of the bidding process. The amendment increases the contract amount by \$2,430.00, resulting in a revised total of \$62,430.00, and anticipates re-bidding in February 2026 with construction scheduled during the 2026 summer break.

Staff Recommendation

Approve Amendment No. 1 to the Professional Services Agreement with Johnson + Bailey Architects, P.C., subject to legal review and approval.

Fiscal Impact

This amendment increases the total architectural services contract from \$60,000.00 to \$62,430.00. Funding is provided through County Shared Bonds approved within the City's CIP budget.

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.



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



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 fluid and cursive, with the first name 'Keaton' being more legible than the last name 'Pettit'.

Keaton S. Pettit, AIA
President

cc: Don Bartch
Larry Willeford
Brandon Richardson



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Ceiling Renovations at Bradley Academy
511 Dr. Martin Luther King Jr. Blvd
Murfreesboro, Tennessee 37130
J+B No. 2506

AGREEMENT INFORMATION:
Date:
03-20-2025

AMENDMENT INFORMATION:
Amendment Number:
01
Date:
01-23-2026

OWNER: *(name and address)*
City of Murfreesboro, Tennessee, a Tennessee municipal corporation
111 West Vine Street
Murfreesboro, TN 37130

ARCHITECT: *(name and address)*
Johnson + Bailey Architects, P.C.

100 East Vine Street, City Center
Suite 700
Murfreesboro, TN 37130

The Owner and Architect amend the Agreement as follows:

The Architect is to provide additional services to support the re-bidding of the Bradley Academy Ceiling Renovations project following the prior bid cycle that resulted in no bids. Services include coordination with City Purchasing, review and update of existing drawings and specifications for current code compliance and constructability, re-issuance of bid documents, conducting a new pre-bid conference, responding to bidder inquiries, and preparation of addenda as required through completion of bidding.

The Architect’s compensation and schedule shall be adjusted as follows:

Compensation Adjustment:	
Original Agreement Amount:	\$60,000.00
Net change for prior amendments:	\$0.00
<u>This amendment amount:</u>	<u>\$2,430.00</u>
Adjusted Agreement amount:	\$62,430.00

Schedule Adjustment:

Re-Bid to Occur in February 2026 with construction to be performed over MCS 2026 Summer Break.

ARCHITECT *(Signature)*

BY: Keaton Pettit, President

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

Date

OWNER *(Signature)*

BY: Shane McFarland, Mayor

(Printed name and title)

Date



OWNER *(Signature)*

BY: Adam Tucker, City Attorney
(Printed name and title)

Date

Agenda Item Title: Agreement with Johnson + Bailey Architects, P.C. for architectural and construction administration services related to the roof restoration project at Scales Elementary School

Board Meeting Date: February 10, 2026

Department: Operations

Presented by: Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

The City of Murfreesboro seeks to engage Johnson + Bailey Architects, P.C. to provide architectural and construction administration services for the roof restoration project at Scales Elementary School. The scope of services includes design, bidding assistance, and construction phase services for a full roof restoration, with an estimated construction budget of \$1,200,000 and a fixed architectural fee of \$55,000.

Staff Recommendation

Approve the AIA B101-2017 Agreement with Johnson + Bailey Architects, P.C. for architectural services for the Scales Elementary School roof restoration project, pending legal review and approval.

Fiscal Impact

The architectural fee is a fixed cost of \$55,000, with construction costs estimated at \$1,200,000, to be funded through the City of Murfreesboro's CIP budget approved on 11/13/25.

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.

DRAFT AIA® Document B101™ - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «4» day of «February» in the year «Two Thousand Twenty Six (2026)»
(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 »

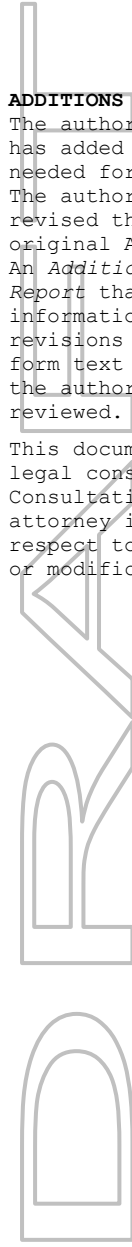
for the following Project:
(Name, location and detailed description)

«Roof Restoration at Scales Elementary School »
«2340 St Andrews Dr »
«Murfreesboro, Tennessee 37128 »
«J+B No. 2605»

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.



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
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 February 3, 2026»

§ 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.)

«One Million Two Hundred Thousand Dollars (\$1,200,000.00) »

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

.1 Design phase milestone dates, if any:

« To be determined »

.2 Construction commencement date:

« To be determined »

.3 Substantial Completion date or dates:

« To be determined »

.4 Other milestone dates:

« »

§ 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 »
« »

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

« Keaton Pettit »
« Johnson+Bailey Architects P.C. »
« 100 East Vine Street, Suite 700 »
« Murfreesboro, TN 37130 »
« »
« »

§ 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:

§ 1.1.11.2 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.

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») 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 third party claims of any nature, including all costs, expenses and attorneys' fees, only to the extent caused by the 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 timely 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) 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
- .1 organizing and conducting a pre-bid conference for prospective bidders;
- .2 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,
- .3 responding to requests of substitutions;
- .4 analysis and recommendations of bids received

§ 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.

§ 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 4.3.3, 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 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.

§ 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. 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, 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 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 4.3, 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.

§ 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.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect & Owner
§ 4.1.1.2 Multiple preliminary designs	Architect's Basic Services
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 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;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .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 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.

- .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» 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, 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.

§ 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.

§ 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 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.

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 6.6.4, 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.

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.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect from liability for claims and causes of action arising from such use..

§ 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.

§ 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.

§ 8.2 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 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 jurisdiction includes Rutherford County, Tennessee

Other: *(Specify)*

§ 8.3 [Intentionally Omitted]

§ 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 of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 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.

§ 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.

§ 9.7 *[Intentionally Omitted]*

§ 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.

§ 9.10 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 fifty-five thousand dollars (\$55,000.00)

§ 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 »	%)
Bidding or Negotiation Phase	« Five »	percent (	« 5 »	%)
Construction Phase	« Twenty »	percent (	« 20 »	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 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.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category	Rate (\$0.00)
Architectural Services	
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)

§ 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:

- .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;
- .
- .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;

§ 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.

§ 11.10 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.

§ 11.10.2 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.)~~

« »

- .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.)

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

Johnson + Bailey Architects P.C. proposal letter dated February 3, 2026

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)

OWNER
APPROVED AS TO FORM:

(Signature)

«Adam Tucker, City Attorney »
«Date: _____ »
(Printed name, title, and license number, if required)



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 4 day of February in the year Two Thousand Twenty Six (2026)

(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)

Roof Restoration at Scales Elementary School
2340 St Andrews Dr
Murfreesboro, Tennessee 37128
J+B No. 2605

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
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 February 3, 2026

§ 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.)

One Million Two Hundred Thousand Dollars (\$1,200,000.00)

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

.1 Design phase milestone dates, if any:

To be determined

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:05:47 on 02/04/2026 under Order No.20240077613 which expires on 11/10/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(843475270)

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

(Paragraphs deleted)

§ 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

(Paragraphs deleted)

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

Keaton Pettit
Johnson+Bailey Architects P.C.
100 East Vine Street, Suite 700
Murfreesboro, TN 37130

§ 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:
(Paragraphs deleted)

§ 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.

(Paragraph deleted)

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) 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 third party claims of any nature, including all costs, expenses and attorneys' fees, only to the extent caused by the 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 timely 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) 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
- .1 organizing and conducting a pre-bid conference for prospective bidders;
- .2 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,
- .3 responding to requests of substitutions;
- .4 analysis and recommendations of bids received

§ 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.

§ 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 4.3.3, 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 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.

§ 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. 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, 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 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 4.3, 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.

§ 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.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect & Owner
§ 4.1.1.2 Multiple preliminary designs	Architect’s Basic Services
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided

Init.

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 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;

(Paragraphs deleted)

- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .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 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.

(Paragraphs deleted)

- .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 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, 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.

§ 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.

§ 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 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.

(Paragraph deleted)

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 6.6.4, 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.

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.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect from liability for claims and causes of action arising from such use..

§ 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.

§ 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.

(Paragraph deleted)

§ 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 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 jurisdiction includes Rutherford County, Tennessee
- Other: *(Specify)*

§ 8.3 *[Intentionally Omitted]*

(Paragraphs deleted)

§ 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 of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 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.

§ 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.

§ 9.7
(Paragraphs deleted)
[Intentionally Omitted]

§ 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.

§ 9.10 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:

(Paragraphs deleted)

A fixed fee of fifty-five thousand dollars (\$55,000.00)

§ 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

Init.

§ 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 %)
Construction Documents Phase	Forty percent (40 %)
Bidding or Negotiation Phase	Five percent (5 %)
Construction Phase	Twenty percent (20 %)
Total Basic Compensation	one hundred percent (100 %)

§ 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.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Architectural Services	
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)
<i>(Row deleted)</i>	
Administrative Personnel	Sixty-five dollars per hour (\$65.00 per hour)

§ 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:

(Paragraphs deleted)

- .3 Fees paid for securing approval of permitting and other fees required by authorities having jurisdiction over the Project;

Init.

- .4 Printing, reproductions, plots, and standard form documents;

(Paragraphs deleted)

- .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;

§ 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.

(Paragraphs deleted)

§ 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.

(Paragraph deleted)

§ 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

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

Init.

(Paragraphs deleted)

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

- Johnson + Bailey Architects P.C. proposal letter dated February 3, 2026

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)

OWNER
APPROVED AS TO FORM:

(Signature)
Adam Tucker, City Attorney
Date:

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

Additions and Deletions Report for **AIA® Document B101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:05:47 on 02/04/2026.

PAGE 1

AGREEMENT made as of the 4 day of February in the year Two Thousand Twenty Six (2026)

...

City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

...

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

...

Roof Restoration at Scales Elementary School
2340 St Andrews Dr
Murfreesboro, Tennessee 37128
J+B No. 2605

PAGE 2

Incorporated by reference - Johnson + Bailey Architects P.C. proposal letter dated February 3, 2026

...

One Million Two Hundred Thousand Dollars (\$1,200,000.00)

...

To be determined

PAGE 3

To be determined

...

To be determined

...

§ 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.

...

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.)*

...
Keaton Pettit
Johnson+Bailey Architects P.C.
100 East Vine Street, Suite 700
Murfreesboro, TN 37130

...
.1 — Structural Engineer:

.2 — Mechanical Engineer:

.3 — Electrical Engineer:

...
None

...
None
PAGE 4

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, and ~~reliance on,~~ 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 written protocols governing the use of, and ~~reliance on,~~ the information contained in the model 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.

...

§ 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 ~~(\$ —) for each occurrence and~~ (\$ 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.

...

§ 2.5.5 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 ~~(\$ —) per claim and~~ (\$ —) 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~~ 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.

PAGE 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 third party claims of any nature, including all costs, expenses and attorneys' fees, only to the extent caused by the 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.

§ 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.

...

§ 3.1.2 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 ~~provide prompt~~ review thoroughly the services and information for completeness and sufficiency, and provide timely written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

PAGE 6

§ 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.

...

§ 3.2.2 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.

...

§ 3.2.7 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.

PAGE 7

§ 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.

...

§ 3.4.2 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.

...

§ 3.4.5 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.

...

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.

PAGE 8

- ~~.1~~ ~~facilitating the distribution of Bidding Documents to prospective bidders;~~
- ~~.2~~ ~~.1~~ organizing and conducting a pre-bid conference for prospective bidders;
- ~~.3~~ ~~.2~~ 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,
- ~~.4~~ ~~organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~ ~~.3~~ responding to requests of substitutions;
- ~~.4~~ analysis and recommendations of bids received

...

§ 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.

§ 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, 4.3.3,~~ 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 ~~has 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 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 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 shall be final if consistent with the intent expressed in the Contract Documents.~~ effect, Contract Sum, and/or Contract time.

PAGE 9

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. ~~approval.~~ 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.

PAGE 10

§ 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 ~~Section 4.2,~~ the provisions of Section 4.3, 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.

PAGE 11

§ 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.

...

§ 4.1.1.1	Programming	<u>Architect & 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>

PAGE 12

The Architect is to perform all required Programming and Design Services, and to coordinate all work with the Owner's Consultants

PAGE 13

- ~~.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;~~

...

§ 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;~~

...

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~(—)~~ Weekly 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.

...
§ 4.2.5 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.

...
§ 5.2 ~~The Owner~~ 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.

PAGE 14

§ 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.

§ 5.5 ~~The~~ To the extent reasonably required for the timely and safe design and construction of the Project, the Owner shall 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.

...
§ 5.8 ~~The~~ 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.

...
§ 5.11 ~~The Owner shall provide prompt~~ 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.

§ 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.

PAGE 15

~~§ 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.~~

...

§ 6.3 In preparing estimates of the Cost of Work, the ~~Architect~~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.

...

- .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;

PAGE 16

§ 6.7 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 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 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 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 this Article 6. Section 6.6.

...

§ 7.3 ~~The~~Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive-nonexclusive, irrevocable, royalty-free, right and 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, obligations, including prompt payment of all sums due pursuant to Article 9 and Article 11- 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,

subject to any protocols established pursuant to Section 1.3, Service 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.~~ 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.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors-author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all ~~Architect from~~ liability for 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.~~ use.

...

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action ~~against the other and action, whether in contract, tort, or otherwise, against the other~~ 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. Tennessee law.

PAGE 17

§ 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.

...

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

...

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 Arbitration *[Intentionally Omitted]*

§ 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.

...

§ 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 Owner shall pay the Architect Architect shall be paid 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.

§ 9.2 If the Owner suspends the ~~Project~~, 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 Architect shall be compensated~~ 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 shall be equitably adjusted. for completion.

PAGE 18

§ 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, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. ~~termination and Reimbursable Expenses incurred and unpaid.~~

§ 9.7 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.)~~

~~.1 — Termination Fee:~~

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

~~**[Intentionally Omitted]**~~

~~...~~

~~**§ 9.10** 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.~~

~~PAGE 19~~

~~**§ 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.~~

~~...~~

~~**§ 10.8** 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.~~

~~...~~

~~.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)~~

~~**A fixed fee of fifty-five thousand dollars (\$55,000.00)**~~

~~...~~

~~Hourly rates for services indicated in this Agreement~~

~~...~~

...

Schematic & Design Development Phase	<u>Thirty-Five</u>	percent (	<u>35</u>	%)
Design Development Phase		percent (	40	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Procurement Bidding or Negotiation Phase		percent (	5	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)

...

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. 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.

...

<u>Employee or Category</u>	<u>Rate (\$0.00)</u>
Architectural Services	
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)
Employee or Category	
Administrative Personnel	Sixty-five dollars per hour (\$65.00 per hour)

...

- ~~.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~~ — Permitting ~~.3~~ Fees paid for securing approval of permitting and other fees required by authorities having jurisdiction over the Project;

- ~~.5~~ — Postage, handling, and delivery;
- ~~.6~~ — Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~.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.)

...

§ 11.10.1.1 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.~~

§ 11.10.2.1 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.

...

% ~~Three percent per annum~~ =

...

- ~~.2— Building Information Modeling Exhibit, if completed:~~

PAGE 22

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

...

- [~~—~~] ~~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.)~~

...

- Johnson + Bailey Architects P.C. proposal letter dated February 3, 2026

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

CITY OF MURFREESBORO

JOHNSON + BAILEY ARCHITECTS P.C.

...

Shane McFarland Mayor

Keaton S. Pettit President

...

OWNER
APPROVED AS TO FORM:

(Signature)

Adam Tucker, City Attorney

Date:

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

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Keaton S. Pettit, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:05:47 on 02/04/2026 under Order No. 20240077613 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Johnson + Bailey Architects

February 3, 2026

PROPOSAL FOR PROFESSIONAL ARCHITECTURAL SERVICES

Mr. Brad Hennessee

City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

RE: Scales Elementary School – Roof Restoration Project

Dear Brad,

Johnson + Bailey Architects is pleased to submit this proposal to provide professional architectural services for the bidding and construction administration of a roof restoration project at Scales Elementary School in Murfreesboro, Tennessee. The project consists of installing a liquid-applied roof membrane system over the existing aged EPDM roof, which encompasses approximately **135,000 square feet** of roof area.

The intent of the project is to extend the service life of the existing roof system through installation of a fully reinforced liquid-applied membrane, with localized repairs to the existing EPDM membrane performed as required prior to application. The **basis of design** for this work will be the **ICP-ASTEC Re-Ply™ Roof System**, installed in accordance with manufacturer requirements to support long-term performance and warranty issuance.

Scope of Services

Johnson + Bailey Architects will provide the following services for this project:

- **Existing Conditions Review:** Review available roof documentation and perform a site visit to observe existing roof conditions, including membrane condition, flashings, penetrations, and areas requiring repair.
- **Construction Documents:** Prepare roof plans and project manual specifications for a liquid-applied roofing system over existing EPDM, including requirements for surface preparation, localized repairs, reinforced membrane installation, quality control, and manufacturer warranty coordination.
- **Bidding Assistance:** Assist the City and City Purchasing with the bidding process, including conducting the pre-bid conference, responding to bidder questions, preparing addenda, attending the bid opening virtually, evaluating bids, and preparing a written recommendation for award.
- **Construction Administration:** Conduct a pre-construction meeting, review contractor submittals, perform periodic site visits to observe general conformance with the Contract Documents, coordinate required manufacturer inspections for warranty compliance, review pay applications, and assist with project closeout and warranty documentation.

Estimated Construction Cost

Based on the roof area of approximately 135,000 square feet, the anticipated scope of repairs, and current Middle Tennessee pricing for fully reinforced liquid-applied roof membrane systems installed over existing EPDM roofs, the estimated construction cost for this project is expected to be in the range of **\$900,000 to \$1,200,000**.

Professional Fee

Johnson + Bailey Architects proposes to provide the architectural services described above for a **lump-sum professional fee of \$55,000**. This fee includes bidding assistance and construction administration services through project closeout. The fee is based on the anticipated scope and level of coordination required for a roof restoration project of this size and complexity.

We appreciate the opportunity to continue working with the City of Murfreesboro and to assist with extending the service life of Scales Elementary School. If you find the above proposal acceptable, we will prepare an AIA B101 Owner-Architect Agreement for review and execution. Please feel free to contact me if you have any questions or would like to discuss this proposal further.

Sincerely,

Johnson + Bailey Architects, PC

A handwritten signature in black ink, appearing to read 'Keaton S. Pettit', written in a cursive style.

Keaton S. Pettit, AIA
President

MCS Summer School 2026

Length of the day	4 weeks 7:30-2:30 (M-Th) Waiver TBD
When	<ul style="list-style-type: none"> ● June 1st - 26th, off June 19th for all (not a makeup day) ● 16 days ● Monday-Thursday (7:15-7:30 arrival, 2:30 dismissal) ● Friday is make-up day for 3rd grade (7:30-9:30) ● Registration is open for all students on Wednesday, March 4th.
Theme	Discover Learning
Schedule	7:15-7:30 Breakfast 7:30-9:30 ELA 9:30-11:30 Math 11:30-12:30 Lunch and Recess (Lunch and recess begins at 11:30) 12:30-1:30 Intervention 1:30-2:30 STREAM
Where	Northfield (Hosting Mitchell Nielson) Cason Lane (Hosting Scales and Overall Creek) Discovery (Hosting Salem) Black Fox (Hosting Bradley & Hobgood) John Pittard (Hosting Erma Siegel & Reeves Rogers)
Who	Current Kindergarten-6th grades (rising 1 st -7th) + 1 PK class PK TBD based on conversation with Robin (would be at Cason) 2 classrooms 6th at JPE
Stipend	<ul style="list-style-type: none"> ● \$330 a day (T) (\$55 an hour) + 150 on Fridays ● \$40/ hour EAs (Increase of \$10 an hour) ● \$390 a day (A)- (\$65 an hour)
Training for Teachers	May 26 and 27, specific times to be determined
Administration	Application- Start with APs, then go to coaches For APs, they can either work all Fridays in June to flex their days or work the first week under AP contract without Summer School pay
Nurses	Last year, paid \$240 a day Need 5 nurses

Support	1 office administrator + 2 EAs (except Cason and Black Fox- they will have 3 each)
Curriculum Focus	<p>ELA: Expeditionary Learning (K-2 Skills needs to be adjusted due to Skills block changes) Math: Math for Love</p> <p>Training Dates:</p> <p>Combined date for K-2 (address intervention, math, and reading in the same block). Schedule makeup K-2 date.</p> <p>For 3-6, TBD Literacy Training: Math training:</p> <p><i>Consider using May 5 with makeup on May 26 in-service day</i></p>
Transportation	Bus (only M-Tr)
SROs	TBD
Crossing guards	TBD