

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – City Hall – 7:00 PM
June 27, 2019

PRAYER

Mr. Kirt Wade

PLEDGE OF ALLEGIANCE

Consent Agenda

1. Annual Tennessee Airport Maintenance Grant (Airport)
2. Revision to Employee Handbook Section 4007 - Workers' Compensation Policy and Procedures (Human Resources)
3. Master License Agreement Regarding Use of City Right of Way – United Communications (Legal)
4. Approval of Contract for Administration of Workers' Compensation Claims Arising before July 1, 2019 (Legal)
5. Second Amendment to the Contract between the City of Murfreesboro and Rehrig Pacific Company Roll-Out Containers (Solid Waste)
6. Purchase of a Dump Truck with Snow Plow (Street)
7. Contract with TDOT for FY20 Operating Assistance (Transportation)

New Business

Land Use Matters

8. Ordinance 19-O-14: Zoning Amendment Pertaining to Industrial Uses (Planning)
 - a. Public Hearing
 - b. First Reading on Ordinance 19-O-14
9. Ordinance 19-O-15: Zoning Amendment Pertaining to Planned Signage Overlay (PSO) Zoning (Planning)
 - a. Public Hearing
 - b. First Reading on Ordinance 19-O-15
10. Ordinance 19-O-16: Sign Ordinance Amendment Pertaining to Building Entry Signs, Banners, and Institutional Group Assembly Uses (Planning)
 - a. Public Hearing
 - b. First Reading on Ordinance 19-O-16

On Motion

11. Economic Development Grant (Airport)
12. Murfreesboro Municipal Airport Terminal-Change Order No. 1 (Administration)
13. Approval of Proposal for Purchase of Aerial Ladder Truck (Fire Rescue)

Licensing

Board & Commission Appointments

Reappointment of Ken Halliburton to the Board of Zoning Appeals, Jennifer Garland to the Historic Zoning Commission, and Kathy Jones to the Planning Commission.

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 6/27/2019

Item Title: Annual Tennessee Airport Maintenance Grant

Department: Airport

Presented by: Chad Gehrke, Airport Manager



Requested Council Action:

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

Summary

Tennessee Aeronautics Division Grant for \$14,300 for FY20 maintenance and repair items.

Staff Recommendation

Approved the FY20 Tennessee Airport Maintenance Grant subject to review by the Legal Department.

Background Information

Each year the Tennessee Aeronautics Division provides the Murfreesboro Municipal Airport \$14,300 to assist with routine airfield maintenance and repairs. The Airport utilizes 100% of the funds in maintenance expenses at the airport.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

State funding assists with Federal Grants assists with the increasing expense of facility maintenance.

Excellent Services with a Focus on Customer Service

Improvement and continued maintenance of the Airport allows the City to provide excellent service to the Airport's customers.

Fiscal Impacts

Budgeted maintenance expense will be offset by the grant amount.

Attachments:

COUNCIL COMMUNICATION

Meeting Date: June 28, 2019

Item Title: Workers' Compensation Policy and Procedures

Department: Human Resources

Presented by: Pam Russell, Human Resources Director

Requested Council Action:

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

Summary

Amend *Employee Handbook* Policy 4007 pertaining to the City's Workers' Compensation Program

Staff Recommendation

Approve amendment to *Employee Handbook* Policy 4007, effective as of July 1, 2019

Background Information

For more than 25 years, the City has been completely self-insured against workers' compensation claims. At its May 23, 2019 meeting, however, City Council approve the City moving to a fully insured program (with a large annual aggregate self-insured retention) offered by and administered by Public Entity Partners.

The proposed changes to Policy 4007 are necessary to ensure the policy is consistent with the new workers' compensation program that will go into effect on July 1, 2019.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Fiscal Impacts

None

Operational Issues

Under the City's new workers' compensation program, Public Entity Partners will handle the claims process from start to finish, with general oversight provided by the City's Human Resources and Legal departments. The proposed revisions to Policy 4007 reflect changes to the claims administration process.

Attachments:

1. *Employee Handbook, Policy 4007 (new)*
2. *Employee Handbook, Policy 4007 (redlined changes)*

**CITY OF MURFREESBORO
EMPLOYEE HANDBOOK**

Section No: 4007 Date: 07-01-2019

Supersedes Section No: 4007 Dated: 05-03-2018

Subject: Workers' Compensation

Approved: Craig Tindall, City Manager _____

(a) Coverage

(1) The City of Murfreesboro has chosen to accept Tennessee's Workers' Compensation Law (Tennessee Code Annotated, Title 50, Chapter 6). The City's workers' compensation program is managed by Public Entity Partners (PEP). It is the intent of the City that every City employee have the rights and obligations of an employee under Tennessee's Workers' Compensation Law.

(2) PEP will work with each employee to provide quality service and care to aid in their recovery. Contact information for PEP is 5100 Maryland Way; Brentwood, TN 37027; Phone (800) 288-0829 or (615) 370-4180; fax (615)370-0593. All bills for medical treatment, medical devices, and prescription medication associated with a workers' compensation injury should be sent to the address above.

(3) Concerns or complaints related to the City's workers' compensation program should initially be directed to PEP. If an employee believes PEP's response to the employee's concern or complaint fails to comply with the requirements of the Tennessee Workers' Compensation Law, an employee may contact the Human Resources Department, P.O. Box 1139, 111 West Vine Street, Murfreesboro, TN 37130, (615) 848-2553 or the Tennessee Department of Labor Workforce Development, 501 Union Building 2nd Floor, Nashville, TN 37219-5391, (615) 741-2395.

(b) Purpose

The workers' compensation law provides an exclusive remedy for employees injured or killed on the job if the injury or illness arises out of and in the course and scope of employment. The law provides for the payment of medical expenses and for the payment of temporary and permanent disability benefits.

(c) Notice of Injury; Duty to Report

Immediately upon the occurrence of an injury or as soon thereafter as is reasonable and practical, every injured employee shall give notice of the injury to their supervisor or the Human Resources Department ***Failure to provide notice of a work injury within fifteen (15) calendar days of the occurrence of an accident may mean that no compensation will be payable.*** Every department head or designated supervisor shall notify the member of the Human Resources Department designated by the Human Resources Director of every job-related injury and complete the forms designated for that purpose.

(d) Medical Care

(1) When an employee is injured on the job in the course and scope of their employment, the workers' compensation program will pay for the medical care required for diagnosis and treatment of the injury provided the employee strictly follows the requirements of this section regarding healthcare providers. Any employee who is injured on the job may receive medical attention regardless of the severity of the injury. Supervisors shall require the employee to receive medical attention if the supervisor believes it to be advisable. If medical attention is needed, it should be obtained as soon as practical after the injury occurs. No employee is required to wait until the end of the employee's work shift to seek medical attention for a job-related injury.

(2) *Non-Emergency Room Medical Care.* All employees with a non-emergency room workers' compensation illness or injury must use a medical doctor or a doctor of osteopath included on the City's physician's panel. Please see the Physician's Panel section of this policy for the list of approved medical providers. If an employee starts medical treatment with a physician (other than an emergency department physician) who is not on the City's physicians' panel without obtaining prior written approval from PEP the employee will not be entitled to payment of this medical treatment under the workers' compensation plan or under the City's medical benefit plan. The employee will be required to pay for the medical expenses using the employee's own funds and health insurance coverage, if any.

(3) *Emergency Room Medical Care.* All employees with work related severe injury or illness requiring emergency room treatment should go to the emergency department of a hospital. It is the policy of the City not to use a hospital emergency department except when there is an emergency or when treatment by a medical doctor or a doctor of osteopath is not reasonably available. It is also the policy of the City that the employee should seek follow-up medical care from a physician on the City's physician's panel. If an employee violates this rule, the City will not pay the medical expenses associated with the visit.

(e) Physician's Panel

(1) The City has established a panel of physicians to provide medical treatment to all employees who meet the standards established by State statute. The City shall provide the applicable panel of physicians to employees in writing on the form prescribed by the State and shall maintain this form as a record of the physician selected by the employee. The City's approved non-emergency physician's panel includes physicians associated with the following medical practices: Concentra Medical Center, Physician's Medical Care and CareNow Urgent Care.

(2) Treatment by specialists not on the City approved physician's panel must be approved by PEP in advance except in the case of a documented medical emergency.

(3) The City will not pay for treatment received from a chiropractor, unless the medical doctor or doctor of osteopath treating the employee as part of the City's Physicians Panel makes such referral in addition to gaining approval from PEP

(f) Disability Benefit

(1) No compensation shall be allowed for the first seven (7) calendar days of disability resulting from an injury or illness covered by the workers' compensation law, excluding the day of injury and medical benefits. Should the disability extend beyond that period, compensation shall begin with the eighth calendar day after the injury. If the disability from the injury or illness exists for a period as much as fourteen (14) calendar days, compensation shall then be allowed beginning with the first day after the injury. If the employee has accrued paid sick leave, the employee may use those benefit hours during any disability for which workers' compensation disability is not paid.

(2) (A) When an employee receives workers' compensation, state law requires the City to pay two-thirds (2/3rd) of the employee's salary, up to a weekly maximum benefit.

(B) If the City pays, on the employee's behalf, the employee's portion of insurance benefits (medical, dental, etc.) during the employee's absence from work due to a work-related injury or illness, said amount shall be withheld from the employee's wages upon their return to work. The City may decide to withhold the amount by doubling up on their deductions or in the alternative, said amount may be taken as an offset against any subsequent award or settlement of benefits to which the employee may be entitled.

(g) Employment or incompatible activity while receiving workers' compensation benefits

If an employee is receiving workers' compensation benefits, the employee shall not engage in work for any other employer or in any other activity incompatible with the

restrictions of the employee's work-related injury or illness. The employee may make a written request to the Department Director and Human Resources Director or designee. The request shall describe the nature of the work or activity to be performed and the employee's ability to physically perform such work or activity. The employee may be required to support the request with information from the employee's physician and/or the prospective employer. Both the Department Director and Human Resources Director or designee must approve the request before the employee may engage in such work or other activity. Any such approval may later be modified or revoked because of changes in the employee's medical condition or for any other reason deemed valid.

(h) Subrogation

In the event that an injured employee collects a settlement or judgment from a third party for job related injuries, the City shall be reimbursed for all payments it has made for treatment of the work-related injuries, including salary or wages paid during the period of temporary total disability, except for sick leave pay. The City may authorize the employee's attorney to protect the interests of the City in the third-party action for an attorney's fee of up to 20%.

(i) FMLA

An employee who is absent from work because of a work-related injury or illness for more than ten (10) work days shall be presumed to qualify for FMLA leave in accordance with Section 1004 and the absence shall be so designated without the necessity of application being requested by the employee. Such FMLA designation shall apply to any period of time that the employee is unable to work and is excused from work by the employee's workers' compensation approved healthcare provider.

[2-23-94; 11-18-99; 7-19-01; 7-10-03; 8-4-11; 10-2-14; 03-22-18; 05-03-18; 07-01-19]

**CITY OF MURFREESBORO
EMPLOYEE HANDBOOK**

Section No: 4007 **Date:** ~~06-30-2018~~07-01-2019

Supersedes Section No: 4007 **Dated:** 05-03-2018

Subject: Workers' Compensation

Approved: Craig Tindall, City Manager _____

(a) Coverage

(1) The City of Murfreesboro has chosen to accept Tennessee's Workers' Compensation ~~law~~Law (Tennessee Code Annotated, Title 50, Chapter 6) ~~and has further chosen to be self-insured.~~ The City's ~~self-insured~~ workers' compensation program is managed by ~~the Risk Management Department~~Public Entity Partners (PEP). It is the intent of the City that ~~the City shall have every right and obligation of an employer under the workers' compensation law and that every City employee shall have every right~~the rights and ~~obligation~~obligations of an employee under ~~the workers' compensation law~~Tennessee's Workers' Compensation Law.

(2) ~~The City of Murfreesboro has partnered with a third-party administrator (TPA) to manage all workers' compensation claims. The City's TPA~~PEP will work with each employee to provide quality service and care to aid in their recovery. Contact information for ~~the City's TPA is available from the Risk Management Department at (615) 2187-3030.~~PEP is 5100 Maryland Way; Brentwood, TN 37027; Phone (800) 288-0829 or (615) 370-4180; fax (615)370-0593. All bills for medical treatment, medical devices, and prescription medication associated with a workers' compensation injury should be sent to the address above.

(3) ~~Questions concerning~~Concerns or complaints related to the City's workers' compensation program should initially be directed to PEP. If an employee believes PEP's response to the employee's concern or complaint fails to comply with the requirements of Risk Management~~the Tennessee Workers' Compensation Law, an employee may contact the Human Resources~~ Department, P.O. Box ~~331154~~1139, 111 West Vine Street, Murfreesboro, TN ~~37133-1154~~37130, (615)~~217-3030~~848-2553 or ~~to~~ the Tennessee Department of Labor Workforce Development, 501 Union Building 2nd Floor, Nashville, TN 37219-5391, (615) 741-2395.

(b) Purpose

The workers' compensation law provides an exclusive remedy for employees injured or killed on the job if the injury or illness arises out of and in the course and scope of employment. The law provides for the payment of medical expenses and for the payment of temporary and permanent disability benefits.

(c) Notice of Injury; Duty to Report

Immediately upon the occurrence of an injury or as soon thereafter as is reasonable and practical, every injured employee shall give notice of the injury to their supervisor or the ~~Risk Management~~ Human Resources Department. ***Failure to provide notice of a work injury within fifteen (15) calendar days of the occurrence of an accident may mean that no compensation will be payable.*** Every department head or designated supervisor shall notify the ~~Risk Management Department~~ member of the Human Resources Department designated by the Human Resources Director of every job-related injury and complete the forms designated for that purpose.

(d) Medical Care

(1) When an employee is injured on the job in the course and scope of their employment, the workers' compensation program will pay for the medical care required for diagnosis and treatment of the injury provided the employee strictly follows the requirements of this section regarding healthcare providers. Any employee who is injured on the job may receive medical attention regardless of the severity of the injury. Supervisors shall require the employee to receive medical attention if the supervisor believes it to be advisable. If medical attention is needed, it should be obtained as soon as practical after the injury occurs. No employee is required to wait until the end of the employee's work shift to seek medical attention for a job-related injury.

(2) *Non-Emergency Room Medical Care.* All employees with a non-emergency room workers' compensation illness or injury must use a medical doctor or a doctor of osteopath included on the City's physician's panel. Please see the Physician's Panel section of this policy for the list of approved medical providers. If an employee starts medical treatment with a physician (other than an emergency department physician) who is not on the City's physicians' panel without obtaining prior written approval from ~~the Risk Manager, City Attorney, or designee, PEP~~ the employee will not be entitled to payment of this medical treatment under the workers' compensation plan or under the City's medical benefit plan. The employee will be required to pay for the medical expenses using the employee's own funds and health insurance coverage, if any.

(3) *Emergency Room Medical Care.* All employees with work related severe injury or illness requiring emergency room treatment should go to the emergency department of a hospital. It is the policy of the City not to use a hospital emergency department except when there is an emergency or when treatment by a medical doctor or a doctor of osteopath is not reasonably available. It is also the policy of the City that the employee should seek follow-up medical care from a physician ~~other than at on~~ the

~~emergency department after the emergency has passed.~~City's physician's panel. If an employee violates this rule, the City ~~may elect~~will not ~~to~~ pay the medical expenses associated with the ~~emergency department~~ visit.

~~(4) All bills for medical treatment, medical devices, and prescription medication associated with a workers' compensation injury should be sent to Occure Claims Service, LLC, P.O. Box 682829, Franklin, TN 37068; Phone; (615) 373-0500; Fax: (615) 377-4735.~~

(e) Physician's Panel

(1) The ~~Risk Management department~~City has established a panel of physicians to provide medical treatment to all employees who meet the standards established by State statute. The City shall provide the applicable panel of physicians to employees in writing on the form prescribed by the State and shall maintain this form as a record of the physician selected by the employee. The City's approved non-emergency physician's panel includes physicians associated with the following medical practices: Concentra Medical Center, Physician's Medical Care, and CareNow Urgent Care.

~~(2) Factors which must be considered by the Risk Management department in establishing and modifying physicians panels shall include the quality of care provided; the ability and objectivity of the physician in assessing injuries, impairments, and work capacity; timely and thorough cooperation with the City's risk management process and staff; and, costs relative to the State's established fee schedule.~~

Treatment by specialists not on the City approved physician's panel ~~shall occur at the City's expense only if the services of said specialist is recommended by a panel physician or referred by an emergency department physician for the employee's benefit. Except~~must be approved by PEP in advance except in the case of a documented medical emergency, ~~written approval by the Risk Management Department, City Attorney or designee must be in advance of any treatment by a specialist.~~

(3) The City will not pay for treatment received from a chiropractor, unless the medical doctor or doctor of osteopath treating the employee as part of the City's Physicians Panel makes such referral. ~~Should a panel physician refer an employee to a chiropractor for treatment, the City's Risk Manager, City Attorney or designee must approve the treatment, in writing, prior to receiving Chiropractor treatment of any kind. in addition to gaining approval from PEP~~

(f) Disability Benefit

(1) No compensation shall be allowed for the first seven (7) calendar days of disability resulting from an injury or illness covered by the workers' compensation law, excluding the day of injury and medical benefits. Should the disability extend beyond that period, compensation shall begin with the eighth calendar day after the injury. If the disability from the injury or illness exists for a period as much as fourteen (14) calendar days, compensation shall then be allowed beginning with the first day after the injury. If the employee has accrued paid sick leave, the employee may use those benefit hours during any disability for which workers' compensation disability is not paid.

(2) (A) When ~~thean~~ employee ~~is injured on the job~~ receives workers' compensation, state law requires the City to pay two-thirds (2/3rd) of the employee's salary, up to a weekly maximum benefit. ~~The agreement shall be in substantially the form of Form 4007A as set forth on Form 4007A.~~

(B) If the City pays, on the employee's behalf, the employee's portion of insurance benefits (medical, dental, etc.) during the employee's absence from work due to a work-related injury or illness, said amount shall be withheld from the employee's wages upon their return to work. The City may decide to withhold the amount by doubling up on their deductions or in the alternative, said amount may be taken as an offset against any subsequent award or settlement of benefits to which the employee may be entitled. ~~If the amount of such medical benefit payments exceeds the amount of subsequent award or settlement of benefits to which the employee may be entitled, any amount still owed will then be withheld from the employee's wages.~~

(g) Employment or incompatible activity while receiving workers' compensation benefits

If an employee is receiving workers' compensation benefits, the employee shall not engage in work for any other employer or in any other activity incompatible with the restrictions of the employee's work-related injury or illness. ~~Notwithstanding this policy provision, the~~ The employee may make a written request to the Department Director and Human Resources Director, ~~with a copy to the Risk Management Department requesting permission to engage in outside employment or an otherwise incompatible activity. Any such designee.~~ The request shall describe the nature of the work or activity to be performed and the employee's ability to physically perform such work or activity. The employee may be required to support the request with information from the employee's physician and/or the prospective employer. ~~Only If Both~~ the Department Director and Human Resources Director ~~and the Risk Manager or designee must~~ approve the request, ~~may before~~ the employee may engage in such work or other activity. Any such approval may later be modified or revoked because of changes in the employee's medical condition or for any other reason deemed valid ~~by the Human Resources Director or Risk Manager.~~

(h) Subrogation

In the event that an injured employee collects a settlement or judgment from a third party for job related injuries, the City shall be reimbursed for all payments it has made for treatment of the work-related injuries, including salary or wages paid during the period of temporary total disability, except for sick leave pay. The City may authorize the employee's attorney to protect the interests of the City in the third-party action for an attorney's fee of up to 20%.

(i) FMLA

An employee who is absent from work because of a work-related injury or illness for more than ten (10) work days shall be presumed to qualify for FMLA leave in accordance with Section 1004 and the absence shall be so designated without the necessity of application being requested by the employee. Such FMLA designation shall apply to any period of time that the employee is unable to work and is excused from work by the employee's workers' compensation approved healthcare provider.

[2-23-94; 11-18-99; 7-19-01; 7-10-03; 8-4-11; 10-2-14; 03-22-18; 05-03-18]

COUNCIL COMMUNICATION

Meeting Date: [06/27/2019]

Item Title: Master License Agreement Regarding Use of City
Right of Way – United Communications

Department: Legal

Presented by: David Ives, Deputy City Attorney

Requested Council Action:

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

Summary

Approve and authorize execution of Master License Agreement Regarding Use of City Right of Way – United Communications, for installation of conduit and fiber optic cable by a communications company.

Staff Recommendation

Approve and authorize execution.

Background Information

This is another standard Master License Agreement for a communications company that is legally entitled to place facilities in City ROW. They are also executing a Master Pole Attachment Agreement with MED for overhead installations.

Council Priorities Served

Safe and Livable Neighborhoods

Additional fiber optic cable will expand and enhance voice and data cellular services.

Strong and Sustainable Financial and Economic Health

Continued improvement to cellular services is important to attracting new economic investment.

Fiscal Impacts

None.

Operational Issues

None.

Attachments:

1. Proposed Master Agreement, signed by United Communications.

**MASTER LICENSE AGREEMENT REGARDING
USE OF CITY RIGHT OF WAY – UNITED COMMUNICATIONS**

The parties to this Master License Agreement Regarding Use of City Right of Way ("Agreement") are the City of Murfreesboro, Tennessee ("City"), and United Communications, a Tennessee corporation, qualified to do business in the State of Tennessee ("LICENSEE").

WHEREAS the following facts exist:

A. LICENSEE is certified by the Tennessee Regulatory Commission as a Competitive Local Exchange Carrier and holds a Certificate of Convenience and Necessity to provide telecommunications utility services in the State of Tennessee.

B. LICENSEE has requested permission to install a combination of overhead (including but not limited to, support structures, guys and anchors) and underground fiber optic cable and associated appurtenances and facilities (all together, "FOC") as shown generally on the illustration attached hereto as Exhibit A in and around the City of Murfreesboro (the "Project"), and as expanded subject to the City's permitting process.

C. LICENSEE acknowledges that the City, in accordance with applicable law, has proprietary power to grant to LICENSEE (and others) the right and ability to place FOC within the right of way ("ROW") owned or controlled by the City, and also has police powers to regulate and control such FOC and the actions of persons or entities within and with respect to the City ROW.

D. LICENSEE acknowledges that the City has the right to establish a franchise or license system, in accordance with federal, state and local law, and to charge reasonable non-discriminatory fees to LICENSEE (and others) for access to and use of City ROW for FOC, although the City has not charged on-going license fees for FOC in the ROW in the past.

E. LICENSEE acknowledges that the City Engineer and the City Traffic Engineer, and designees, have primary responsibility for management of the City ROW.

F. The City is willing to license LICENSEE to install such Facilities in its ROW substantially as shown on the attached Exhibit A upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, the parties agree as follows:

Article 1

Scope of Agreement

1.01. City ROW. This Agreement shall apply to all Facilities installed by LICENSEE over, under or along any ROW owned or controlled by the City, regardless of whether such FOC is installed above ground, on the ground or under the ground, excepting only that FOC that is installed on MED poles pursuant to a Pole Attachment Agreement with MED. LICENSEE specifically agrees that this Agreement shall apply to FOC installed on poles owned by Middle Tennessee Electric Membership Cooperative and others that are located on or in the ROW. This Agreement shall not apply to any "small cell" or "distributed antenna" system or any other such system or to any cabinets or other equipment related to any such system.

1.02. City Powers. The grant to LICENSEE of a license to utilize and to occupy a portion of the City ROW is an exercise of the City's proprietary powers. LICENSEE agrees that the construction, excavation, installation, use, operation maintenance, expansion, reconstruction and / or removal of all Facilities in connection with the Project shall be subject to all lawful police regulations of the City for the protection of health, safety and welfare, and shall be performed in accordance with all ordinances, resolutions and regulations of the City for utility location, excavation and other work in the ROW presently in effect or hereafter adopted.

1.03. Retention of Powers. LICENSEE acknowledges that the City retains full right to exercise its police and / or proprietary power in accordance with applicable law to modify, vacate or transfer, for a public purpose, any ROW being occupied or utilized by LICENSEE upon a minimum of one hundred eighty (180) days written notice. The City acknowledges that LICENSEE is a public utility under applicable law. For purposes of this Agreement, LICENSEE accepts the risk that the City, in retaining and maintaining the predominant right to use its ROW for the City's placement, replacement, expansion, maintenance and repair of public transportation facilities, water lines and facilities, sanitary sewer lines and facilities, storm water lines and facilities, and electric power lines and facilities, may require that some part or portion or all of LICENSEE's FOC be

relocated (or removed if there is no mutually suitable alternate location) for the public convenience and necessity and for a public purpose and not to provide any of these entities a competitive advantage in comparable activities or to disadvantage LICENSEE competitively. LICENSEE's license under this Agreement to utilize or occupy City ROW may be amended whenever such action is necessary and advisable for a public purpose. In such event, LICENSEE shall relocate (or remove if there is no mutually suitable alternate location) its FOC at its own expense, and LICENSEE shall make no claim against the City for costs or damages caused by or as a result of such relocation (or removal) except to the extent caused by the City's negligence; however, City shall not require LICENSEE to relocate the same FOC more than once within a five-year period at LICENSEE's expense except in the event of an emergency. If LICENSEE fails or refuses to relocate (or remove) its FOC within the designated time period, as same may be extended as LICENSEE demonstrates is reasonably necessary, the City may cause such FOC to be relocated at LICENSEE's expense, and the City shall have no liability of any kind or character to LICENSEE for any damages to LICENSEE's FOC. In the event of a required relocation (or removal) pursuant to this Section, the City shall cooperate to the extent reasonably possible in finding an alternate site or route for LICENSEE's FOC and in avoiding or minimizing disruption to LICENSEE's Facilities and customers. LICENSEE agrees that the existence of its FOC within the City ROW, without regard to the duration of such existence or to any amounts paid to the City, does not and shall not create "ownership," "grandfather" or "vested" rights of any kind or character and does not and shall not be deemed to be a waiver of any rights by the City.

1.04. Work by Contractors. The City understands that LICENSEE will engage one or more contractors to perform the work contemplated by this Agreement. All provisions of this Agreement applicable to LICENSEE shall be equally applicable to all of LICENSEE's contractors and subcontractors. LICENSEE agrees to assure that all contractors and subcontractors are fully advised as to the terms of this Agreement and the obligations and responsibilities of LICENSEE under this Agreement. All contractors and subcontractors shall hold current, appropriate licenses from the State of Tennessee for the work each is performing.

1.05. Term. This Agreement shall become effective upon its execution and shall

continue in effect for ten (10) years. In the event of additional applications by Licensee in the future, the term of any future permits shall be adjusted so that all permits issued to Licensee pursuant to this Agreement shall have the same term. This Agreement shall be renewed automatically for successive ten (10) year periods unless (i) either Party elects not to renew or (ii) LICENSEE is in substantial and material default or noncompliance, having been afforded an opportunity to cure pursuant to section 5.2. If a Party elects not to renew this Agreement at the end of a ten (10) year term, that Party must provide the other Party with at least six (6) months advance written notice of its intention to not renew this Agreement.

Article 2

Installation, Inspections

2.01. Application for Permits. Upon execution of this Agreement, LICENSEE may submit to the City Engineer one or more Applications for a Right of Way Work Permit ("Permit") for the Project or a portion thereof in form substantially as attached hereto. Each application shall be accompanied by a non-refundable Application Fee as set forth in **Exhibit 3**, shall include Construction Plans and Traffic Control Plans (if applicable), and such additional information as the City shall require. A separate application shall be submitted for each separately identifiable segment of a large project. The City shall have the right to require that applications be subdivided, restructured or regrouped to facilitate management and oversight by City staff. All plans and calculations shall be stamped by a Professional Engineer licensed in the State of Tennessee.

2.02. Review, Approval, Issuance of Permit. After review and approval of the detailed construction plans and other materials requested, and after delivery of required Certificates of Insurance and posting of required sureties, and after issuance of the referenced Permit, LICENSEE shall be entitled to commence construction / installation of FOC for the Project. In the event of a conflict between the Permit and this Agreement, the provisions of this Agreement shall control.

2.03. Controlled Access Roads. Where LICENSEE's FOC is or will be within controlled access ROW (as defined in TCA § 54-16-101 et seq.) within the City, access

for servicing such facilities will be by:

- A. frontage roads where provided;
- B. nearby or adjacent public roads or streets; or,
- C. trails along or near the ROW boundary lines.

It is further understood that LICENSEE may service such facilities from, and park its vehicles or equipment at, such points within the ROW as may be necessary under extraordinary conditions or under circumstances requiring emergency operations for the safety and welfare of the public. When such service is required, LICENSEE shall notify City as soon as practicable.

2.04. No Interference. LICENSEE agrees that the Project, including all equipment and appurtenances, shall be located, constructed, installed and maintained so that the Project shall not:

- A. place any conduit and / or cable, vaults, hand holes, junction boxes, amplifiers, power supplies, system monitor test points or other facilities within seven (7) horizontal feet of any water main or sanitary sewer main which is located under a street surface unless the City Water and Sewer Department agrees that the seven-foot requirement is impractical at a particular location. In the event of a need to cross a water main or sanitary sewer main, the City Water and Sewer staff and Engineering staff will work with LICENSEE and LICENSEE's contractor(s) to create a plan for vertical separation that will protect such water main or sanitary sewer main at a reasonable cost to LICENSEE. Contractor shall televise the existing sewer mains and sewer laterals (services) at all crossing locations with a Closed Circuit Television (CCTV) survey by using the National Association of Sewer Service Companies' (NASSCO) Pipeline Assessment and Certification Program (PACP) format and deliver same to the Chief Engineer, Water and Sewer Department. All deliverables shall be submitted electronically in Standard PACP database format, version 6.0 or better and submitted in a Microsoft Access Database in accordance with PACP guidelines. This shall be completed on sewer mains from upstream manhole to the downstream manhole of the line segment that was crossed using the manhole numbers as a reference. This inspection shall be completed on sewer laterals from the building cleanout to the connection at the sewer main;

- B. endanger or interfere with the health, safety or lives of persons;
- C. interfere with the free and proper use of public streets, alleys, bridges, easements or other public ways, places or property, except to the minimum extent possible during actual construction or repair;
- D. interfere with the rights and reasonable convenience of private property or private property owners, except to the minimum extent possible during actual construction or repair; or
- E. obstruct, hinder or interfere with any gas, electric, water or telephone facilities or other utilities within the City.

LICENSEE shall at all times maintain its FOC in the City ROW in a lawful manner so they are not a risk to public safety.

2.05. Protection of Property. In connection with the construction, use, operation, maintenance, repair or removal of the FOC, LICENSEE shall, at its own cost and expense, protect any and all existing structures and improvements, including landscaping and trees belonging to the City and to others, and all designated landmarks. LICENSEE shall obtain the prior written approval of the City or other owner before altering, adjusting or relocating any water line, sanitary sewer line, storm water line, gas line, telephone cable, television cable, other communication cable, traffic signal element, or any other municipal, state, federally-owned or privately owned structure or utility. At the option of any such owner, the altering, adjusting or relocating shall be accomplished by LICENSEE or its approved contractor at LICENSEE's sole cost and expense, or may be accomplished by such owner or such owner's contractor at LICENSEE's sole cost and expense. If accomplished by such owner or such owner's contractor, such owner may require LICENSEE to prepay an amount equal to the estimated cost of the altering, adjusting or relocating prior to the commencement of work. No permit for any such altering, adjusting or relocating shall be issued until the City Engineer is reasonably satisfied that the requirements of this section have been satisfied.

B. LICENSEE understands that the City shall have the right to periodically or continuously inspect the work of LICENSEE as work progresses, that the frequency and intensity of such inspections may vary according to the type of work being performed

and the sensitivity of the areas within and around which the work is being performed, and that the City may charge reasonable Inspection Fees for such inspections.

C. LICENSEE agrees that if the City gives written notice of the requirement for an inspection at a particular time or times or at a particular point or points during the construction activities, LICENSEE will notify the City, at a contact point to be provided by the City, when each such time or times or point or points are reached, and that construction activities shall not continue until such inspections have been completed. If construction continues without such inspections having been completed, LICENSEE shall uncover such work or otherwise make such non-inspected work available for inspection by the City at LICENSEE's sole cost and expense.

2.06. Dangerous Facilities. Upon ten (10) days written notice and request of the City or other authority of competent jurisdiction, LICENSEE shall remove, relocate or abate any portion of the Project or any FOC in connection with the Project that is determined by the City or other authority to be dangerous to life or property. If LICENSEE fails or refuses to act within the time specified in such written notice and request, the City may remove, relocate or abate same at the sole cost and expense of LICENSEE and without compensation to LICENSEE or liability for damage or loss suffered by LICENSEE.

2.07. Start and Finish Work. It is agreed that any authority of LICENSEE issued under the terms of a Permit issued pursuant to this Agreement shall become void if work contemplated under such authority is not commenced within 120 days and not completed within one year from the approval date, or if any insurance policy or surety relating to any such work is revoked or cancelled without an approved substitution. The City may, at its sole option, extend either the start date or the completion date.

2.08. Special Provisions. It is agreed that in some instances special provisions will need to be designated by City. Such special provisions will be detailed by City when it issues a Permit and LICENSEE hereby agrees to abide by such special provisions, which shall be deemed to be incorporated herein by reference.

2.09. As-built drawings. Within 60 days after completion of the Project or of a defined segment of the Project, LICENSEE will provide to the City "as built" drawings.

Such drawings shall at a minimum include the location, both linear and depth, of conduit and / or cable routings and the location of vaults, hand holes, junction boxes, amplifiers, power supplies, system monitor test points and other facilities that are in, on, across, under or over the ROW. The drawings shall be submitted in both .dwg or .dgn format and in .pdf format with .dwg and .dgn layers identified, and depths at 10 feet intervals, to Gerald Lee, glee@murfreesborotn.gov.

2.10. Replacement or Repair. LICENSEE shall replace or repair, in accordance with City's Street Design Specifications and any instructions which may be issued by City, the area located within a City ROW, including but not limited to pavement, shoulder, curb, sidewalk, traffic signal elements or control device, storm drainage way, public utility easement, bridge, that portion of any private driveway in the street ROW, access ramps, trees and other landscaping, hardscape elements, or other parts of a City ROW (all herein referred to as "ROW") which may be damaged or disturbed by LICENSEE'S activities, and in the event such replacements or repairs are not made in a manner reasonably satisfactory to City, LICENSEE agrees that City may make additional reasonable replacements or repairs at the expense of LICENSEE. Notwithstanding the foregoing, City shall give LICENSEE a reasonable time to correct any deficiency unless there is an unreasonably dangerous situation existing that could expose the parties to liability if not promptly corrected. All construction, reconstruction and repairs shall be in conformity with the Americans with Disabilities Act, as amended.

2.11. Warranty of Replacement or Repair. LICENSEE agrees to warrant the replacement or repair of City ROW disturbed by LICENSEE for a period of twelve (12) months after City inspection and acceptance of the replacement or repair. LICENSEE hereby agrees to hold City harmless from and to indemnify City and any of its agents, servants and employees, against all claims of personal injury, property damages, trespass, inverse condemnation or otherwise, together with reasonable attorney's fees and all costs, arising from the acts of omissions of LICENSEE, its employees, agents or subcontractors related to this Permit. Notwithstanding the foregoing, LICENSEE shall not be required to hold harmless or indemnify City for any claim of personal injury, property damages, trespass, inverse condemnation, reasonable attorney fees and costs which are not proximately caused by the acts or omissions of LICENSEE, its

employees, agents, contractors or subcontractors.

2.12. One Call. LICENSEE, MED and the City Water and Sewer Department are members of the Tennessee One-Call System, described in T.C.A. 65-31-101 et seq, (the "Utility Underground Damage Prevention Act" or "the Act") and are bound by the provisions of the Act, including, but not limited to, the provisions regarding filing requirements, notification, marking, and emergency situations.

2.13. Traffic Signal Elements. LICENSEE has been advised and understands that the City's traffic signal elements are not located with Tennessee One Call. LICENSEE agrees that prior to any work being initiated within one hundred (100) feet of any traffic signal it will contact the City's Traffic Engineer for the location of traffic signal elements and will coordinate all aspects of any work within one hundred (100) feet of any traffic signal with the City's Traffic Engineer

2.14. Road Closures. In the event of a need to close any public street, or any traffic lane or portion thereof within a public street, LICENSEE shall submit a Traffic Control Plan and Work Schedule ("Traffic Plan") to Chris Griffith, City Engineer, City Engineering Department, and to Ram Balachandran, Traffic Engineer, City Transportation Department. No closure or partial closure shall be undertaken until the Traffic Plan is approved by the City.

Article 3

Use Fees, Other Fees

3.01. ROW Use Fees. LICENSEE further agrees that at such time as a right of way license ordinance ("License Ordinance," however ultimately denominated) is adopted by the City establishing periodic use and occupancy fees, in accordance with and to the extent permitted by applicable law, said License Ordinance will apply to all then-existing FOC or other Facilities owned by or operated by LICENSEE, and any periodic use or occupancy fees required by such License Ordinance will be required from the effective date of such License Ordinance forward for all then-existing LICENSEE FOC within the City, regardless of when such FOC was installed. The City warrants that such License Ordinance shall apply to all non-franchised

telecommunications providers occupying the public ROW on a competitively neutral and non-discriminatory basis.

3.02. Other Fees. LICENSEE understands and agrees that the City has established or will establish a Fee Schedule, a copy of which is or will be attached hereto, regarding Permit Application Fees, Plans Review Fees, and Inspection Fees, and that the amounts of such fees may vary according to the size and complexity of the routes and plans submitted.

3.03. Right to Contest Fees. Although Licensee agrees that the City has the right under Section 4 (14)-(16a) of the City Charter and under state law to establish reasonable, non-discriminatory use or occupancy fees for or in connection with the issuance of a license for underground utilities within the City ROW, Licensee does not waive its right to contest the amounts or the methodology of establishing any of such fees.

Article 4

Liability, Indemnity, Insurance, Bond

4.01. Liability. LICENSEE shall exercise reasonable care to avoid damage to the facilities of the City and to the facilities of other users of City property, and shall be solely responsible for any and all loss, cost, damage, personal injury or other liability arising out of or resulting from its work or from the Project, specifically including but not limited to damage to lawfully and properly located utilities pursuant to the State of Tennessee's 811 law, T.C.A. 65-31-101 et seq., such as water lines, sanitary sewer lines, storm sewer facilities, gas lines, electric, telephone, or other communication lines, and to replace or repair to the original condition any sidewalks, driveways, streets, curbs, irrigation systems, trees, shrubbery and other landscaping or hardscape damaged during the course of construction / installation of the Project.

4.02. Indemnity. LICENSEE hereby agrees to hold City harmless from and to indemnify City and any of its agents, servants and employees, against all liability including but not limited to all costs, attorney fees, disbursements, and other proper charges and expenditures that City may incur, solely as a result of LICENSEE's negligence or breach of the terms of this Agreement, or the willful or grossly negligent

acts of LICENSEE, its employees, agents, servants or independent contractors while in the course of their employment or in the performance of their contract which causes damages to third parties or to the property of third parties, or from any defects in the construction or installation of LICENSEE FOC, whether latent or obvious. The agreement to indemnify and save harmless City is conditioned on the following:

- A. that City shall give reasonable notice in writing to LICENSEE of such a claim;
- B. that LICENSEE shall have the sole control of the defense of any action on such a claim, and all negotiations for the settlement or compromise of the same;
- C. should any situation become, or in LICENSEE's opinion be likely to become, the subject of any such claim or action, City shall permit LICENSEE, at the option and expense of LICENSEE, to take such reasonable action as may be appropriate under the circumstances to avoid such claim, or to effectuate the settlement thereof; and
- D. LICENSEE shall have no liability to City hereunder for any damages to the extent caused primarily by City, its agents, servants, employees, or independent contractors (other than LICENSEE).
- E. LICENSEE's obligations under this Indemnity provision shall survive until two (2) years after the completion of each section or segment of the Project.

4.03. Insurance Requirements. LICENSEE shall carry and keep in force, while the Agreement is in effect, insurance contracts, policies and protection in one or more companies satisfactory to City in amounts and for coverage deemed necessary for its protection by LICENSEE, but in no event for amounts or coverage less than the following minimum requirements:

- A. Comprehensive general liability insurance and independent contractors insurance, with minimum limits of \$500,000 each occurrence for bodily injury per person, and \$1,000,000 each occurrence. LICENSEE shall also maintain a minimum of \$500,000 each occurrence for property damage, including coverage for damage caused by blasting, collapse of structural injury, and/or damage to underground facilities, protecting LICENSEE against and in respect to all matters, liabilities, contingencies, and responsibilities created, referred to or touched upon in this Agreement. Further, LICENSEE shall maintain contractual liability insurance covering LICENSEE obligations under this Agreement with minimum limits of \$500,000 each occurrence for bodily injury

per person, and \$500,000 each occurrence and \$1,000,000 aggregate for property damage to indemnify and to hold City harmless. LICENSEE shall also maintain excess umbrella liability insurance in the amount of \$2,000,000 while this agreement is in effect.

B. LICENSEE shall also carry and keep in force, while this Agreement is in effect Workers' Compensation insurance in compliance with the laws of this State and employer's liability insurance with minimum limits \$500,000.

C. City and its officers, employees and agents shall be named as additional insureds in all liability policies required under this Agreement. LICENSEE shall furnish City with certificates of insurance and copies of appropriate endorsements showing that all required insurance is in force and that it will not be cancelled or modified without thirty (30) days prior written notice to the City Engineer.

D. Neither acceptance nor knowledge (by and of City) of the procurement by LICENSEE of insurance protection of lesser scope than that required to be procured by it under this Agreement shall in any manner or for any propose constitute or be deemed a waiver by City of the requirements imposed respecting insurance protection, nor shall any such acceptance or knowledge of insurance protection of lessor scope in any manner or for any purpose lessen or modify or constitute a limiting interpretation of the scope of the matters covered by and obligations of LICENSEE under this Agreement.

E. LICENSEE agrees that these insurance requirements shall flow through this Agreement to all contractors and subcontractors, and that each such contractor and subcontractor engaged to work on any aspect of the Project shall be required to obtain and maintain the same coverages with the same provisions as required of LICENSEE.

4.04. Construction Surety. At the time this Agreement becomes effective, LICENSEE shall furnish to City surety in the form of either (1) a bond in a form and with a surety acceptable to City, or (2) an irrevocable letter of credit in a form acceptable to City and from a financial institution insured by the Federal Deposit Insurance Corporation and acceptable to the City, to guarantee the payment of all sums which may at any time become due from LICENSEE to City under the terms of this Agreement (except such sums as are covered by the insurance provided under Section 6.3), including, but not limited to, sums due for annual license fees or work performed for the benefit of LICENSEE under this Agreement and for the removal of facilities upon

termination of this Agreement. Such surety shall be kept in force in the full sum during the life of this Agreement, without any reduction for payment or payments made thereunder, except that the sum shall be reduced by any payment or payments made on the final termination of this Agreement. The amount of the surety shall be established by City based on the size, scope and complexity of the project, but shall in no event be less than \$100,000.00.

4.04.A. Surety by Others. In the event that the surety required by this provision is to be placed by a contractor of LICENSEE, the offering of such surety by such contractor shall constitute a further agreement by such contractor to be bound by all provisions of this Agreement. The City's acceptance of surety placed by a contractor shall in no way release LICENSEE from any portion of any liability or responsibility for performance of its obligations under this Agreement.

4.05. Landscape Surety. In addition to the construction surety required by the Permit, LICENSEE shall provide one or more separate Landscape Security Cash Deposits to provide for repair, replacement, or compensation, as appropriate, for damage to public or private landscaping that is determined to have been caused or contributed to by any trenching, directional bore or related construction activities for each section or segment of the Project where underground activities are constructed. The amount of the Landscape Security Cash Deposits shall be established by City based on the size, scope and complexity of, and the type and amount of landscaping in reasonable proximity to, each section or segment of the Project, and shall be held by the City, without interest, until two (2) years after completion of each section or segment of the Project. City shall have the right to draw from this deposit in the event that the City determines, on the best information available to it at the time, that a tree or other landscaping located within or adjacent to an area of the ROW in which LICENSEE undertook construction activities has died or is in imminent danger of dying as a result of the construction activities. The draw shall be in an amount sufficient to cover the cost of removing the dead / dying tree or other landscaping material and replacing it with a similar product. City shall notify LICENSEE of the amount of the draw and LICENSEE shall, within 10 days of the date of such notification, deposit additional funds so that the balance on deposit shall return to the original amount of the deposit. The City's notice

shall include documentation to support the expenditures. The failure or refusal of LICENSEE to deposit additional funds as required shall constitute a default under this Agreement. Immediately after two (2) years following completion of a section or segment of the Project, provided that LICENSEE is not then in default of this provision, City shall refund the remaining balance of said deposit, if any, to LICENSEE.

4.06. Consequential Damages. Neither the City nor LICENSEE will be liable for special, indirect or consequential damages of any kind, specifically including but not limited to claimed damages from loss of revenue or from interruption of services. Liability, if any, will be limited to the cost of repair or replacement, as appropriate. LICENSEE shall fully defend against and hold the City harmless from any such claim by any LICENSEE customer asserted against the City arising from any failure of or interruption to service, without regard to the reason or responsibility for such failure or interruption.

Article 5

Cessation of Use, Default

5.01 Removal. At such time as the facilities installed pursuant to this Agreement cease to be used for their intended purpose, LICENSEE, for itself, its successors and assigns, agrees that it will at its sole cost and expense remove all FOC from the ROW, excepting only the conduit and handholes installed for such FOC which conduit and handholes shall be deemed abandoned to the City, provided, however, that any FOC that contains City Fiber shall, at the election of the City, remain in place. In the event that LICENSEE and / or its successors and assigns fail to remove such FOC and related facilities within a reasonable time (not to exceed one year from the date such facilities cease to be used), and in the further event that the amount of bond then held by the City is not sufficient to cover the cost of such removal, LICENSEE, for itself, its successors and assigns, agrees to reimburse the City for the uncovered cost of such removal within 30 days after receipt of an Invoice from the City for such uncovered amount .

5.02. Default. If LICENSEE shall fail to comply with any material provision of this Agreement or default in any of its obligations under this Agreement, and shall fail within thirty (30) days after written notice from the City to correct such default or

noncompliance, the City may, at its option, forthwith terminate this Agreement or any license issued pursuant to this Agreement as to which such default or noncompliance shall have occurred; provided, however, that where such default or noncompliance cannot reasonably be cured in such thirty (30) day period, if LICENSEE shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such default or noncompliance shall be extended for such period of time as may be reasonably necessary to complete such curing. In the case of termination for default or noncompliance, the City shall make no refund.

Article 6

Miscellaneous

6.01. No Warranty of Title. The City makes no warranty or guaranty as to the City's title to the ROW into which it is agreeing that LICENSEE may construct and install the Project. LICENSEE shall be solely responsible for obtaining any such additional permits or easements as may be necessary for LICENSEE to undertake and complete its Project.

6.02. Successors and Assigns. This Agreement shall be binding on the parties and their successors, assignees, contractors and subcontractors.

6.03. Law and Venue. This Agreement shall be construed under Tennessee law and applicable federal law. Venue for any dispute between the parties shall be the Circuit or Chancery Courts of Rutherford County, Tennessee. The Permit(s) and any and all other agreements that may be entered into in furtherance of this Agreement shall be deemed to be a part of this Agreement.

6.04. Notice. Any notice hereunder may be given only in writing by Certified or Registered, Return Receipt Requested, United States mail, postage prepaid, or by a generally recognized overnight courier providing proof of delivery.

Any notice so given shall conclusively be deemed to have been served on the third business day following its deposit in the United States mail, or the next business day following its deposit with an overnight courier providing proof of delivery.

If notice to City, addressed to:

City Engineer
City of Murfreesboro
111 West Vine Street
Murfreesboro TN 37130

with a copy to:

City Attorney
City of Murfreesboro
111 West Vine Street
Murfreesboro TN 37130

If notice to Licensee, addressed to:

Chief Financial Officer
United Communications
120 Taylor St.
Chapel Hill, TN 37034

with a copy to:

Chief Executive Officer
United Communications
120 Taylor St.
Chapel Hill, TN 37034

6.05. Partial Invalidity, Survival. If any section, subsection, sentence, clause, phrase, term, provision, condition, covenant or portion of this Agreement is for any reason held invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, but shall be deemed as a separate, distinct and independent provision; any such holding shall not affect the validity of the remaining portions of this Agreement, and each remaining section, subsection, sentence, clause, phrase, term provision, condition , covenant and portion of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.06. Counterparts. This Agreement may be signed in two counterparts, each of which together shall constitute one, single Agreement.

6.07. Corporate Authority. LICENSEE represents and warrants that the person signing on its behalf has full corporate authority to enter into this Agreement and that upon execution of this Agreement it will be fully binding on LICENSEE, its successors and assigns. By entering into this Agreement, LICENSEE releases and waives any claim it may have that the City improperly or unreasonably withheld or delayed granting LICENSEE access to the City ROW for LICENSEE's Project.

6.08. Council Approval. This Agreement shall have no force or effect until expressly approved and authorized by the Murfreesboro City Council, which shall be evidenced by the City's execution hereof.

IN WITNESS WHEREOF, the parties have caused this Permit to be executed by their duly authorized officials in two (2) original counterpart, and this Agreement shall be effective of the date of the last party to sign.

CITY OF MURFREESBORO

LICENSEE

By: Shane McFarland, Mayor

Date _____



By: (Printed name) Kristin Jackson
Its Chief Financial Officer

Date June 21, 2019

ATTEST:

Melissa Wright, City Recorder

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

APPROVED BY CITY COUNCIL: _____, 20__

EXHIBIT A -- FEE SCHEDULE

Application Fee	\$ 300.00
Plans Review Fee	\$_____ per hour or Flat fee of \$_____
Inspection Fees	Time and materials for equipment, supplies and personnel plus applicable overheads.
Make-Ready Fees:	Time and materials for equipment, supplies and personnel plus applicable overheads.

ROW Use / Occupancy Fees \$ TBD by City ordinance.

Application and Right of Way Work Permit

FOR: LICENSEE Group, LLC under Master License Agreement dated _____,
20____.

TO: City Engineering Department, 111 W. Vine St., Murfreesboro TN 37130

Applicant: _____.

TN State License: _____.

Submittal Date: _____.

Installation Area: _____
_____.

Installation type: _____.

If Underground: Linear Feet: _____ and Dimensions: _____.

If Above Ground: Facility: _____ Location: _____ Dimensions: _____.

Estimated Start Date: _____ Estimated Completion Date: _____.

Signature _____ Printed Name _____
Phone _____ FAX _____ email _____

City of Murfreesboro Use Only

___ Application Fee Received (\$ _____).

___ Insurance verified.

___ Bond(s) verified.

Construction Plans Approved: (Date) _____.

Traffic Control Plan Approved (if applicable): (Date) _____.

Permit Issued: _____.

MURFREESBORO CITY ENGINEER

By _____

Printed name _____


Title _____

COUNCIL COMMUNICATION

Meeting Date: June 28, 2019

Item Title: Approval of contract for administration of Workers' Compensation claims arising before July 1, 2019

Department: Legal Department/Human Resources

Presented by: Adam Tucker, City Attorney 
Pam Russell, Human Resources Director

Requested Council Action:

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

Summary

The Legal and Human Resources departments request that Council approve a contract with OccuSure Claims Services, LLC and Johnston & Associates, Inc. (collectively "Occusure") to provide third-party administration services for workers' compensation claims filed before July 1, 2019.

Staff Recommendation

Approve contract with OccuSure.

Background Information

In 2017, the City entered into a contract with OccuSure to provide third-party administration services for both past and future workers' compensation claims filed against the City. This contract is set to expire on June 30, 2019.

At its May 23, 2019, meeting City Council authorized the purchase of workers' compensation insurance coverage for the City through a self-insured retention program offered by Public Entity Partners. This program, however, will cover only those claims arising after June 30, 2019. Accordingly, the City will still need to provide for the administration (and settlement) of open workers' compensation claims that arose or will arise before July 1, 2019. As of April 7, 2019, OccuSure was handling 92 open workers' compensation claims for the City.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Fiscal Impacts

The cost for the third-party administration services consists of two main components:

- Nurse case management services, which will be provided at a rate of \$85 per hour; and

- Medical bill review, which will be provided at a flat rate of 18% of the savings secured by OccuSure for each claim.

These costs are already accounted for in the City's Self-Insured Risk Fund reserves for these workers' compensation claims, and, therefore, should not require the expenditure of monies not already reserved.

In addition, each open or reopened claim that originally arose prior to July 1, 2017, will be assessed a one-time management services fee of \$250. (No fee will be assessed for claims that arose on or after July 1, 2017.) There are currently 48 claims that arose prior to July 1, 2017, that remain open. Accordingly, the initial cost of servicing these claims will be approximately \$12,000.

The City will also have to pay the \$250 one-time management services fee for a claim that that arose prior to July 1, 2017 but was closed before July 1, 2019 if that claim is reopened after July 1, 2019. In a typical year, fewer than five closed claims are reopened. Accordingly, given the three-year term of the contract, the total additional cost to the City for these services is unlikely to exceed \$15,000.

The cost of obtaining third-party administration services for workers' compensation claims filed before July 1, 2019, was included in the FY2020 Risk Management budget.

Operational Issues

Human Resources will provide general oversight of the services provided by OccuSure. The Legal Department will approve the settlement of any workers' compensation claim.

Attachments:

- 1. Contract with OccuSure Claims Services, LLC and Johnston & Associates, Inc.**

Agreement for Workers' Compensation Third-Party Administration Services

This Agreement is entered into and effective as of July 1, 2019, by and between the **City of Murfreesboro** (the "City") and **Johnston & Associates, Inc. and OccuSure Claims Services, LLC** (collectively the "Contractor").

RECITALS

- A. The City and Contractor previously entered into an agreement, dated July 1, 2017, pursuant to which the Contractor has provided third-party administration services for the City's Workers' Compensation program, such services more fully being set forth in that agreement, which, under its terms, will expire on June 30, 2019.
- B. The City desires to continue to use Contractor to administer workers' compensation claims made against the City prior to July 1, 2019, and to perform the specific services set forth in the Scope of Work attached hereto as Exhibit A (the "Scope of Work"); and
- C. Contractor desires to provide the City with the services set forth in the Scope of Work.

Now, therefore, in consideration of the mutual promises and covenants contained in this Agreement, the City and Contractor Agree as follows.

AGREEMENT

1. Duties and Responsibilities of Contractor.

- 1.1 Contractor agrees to provide the following claim administration services on behalf of the City with respect to all workers' compensation claims made against the City prior to July 1, 2019.

- a. Claim Management Services: For each claim, Contractor will:
 - Conduct a detailed closure assessment completed to review the claim to determine the best course of action to bring the claim to closure;
 - Develop a plan of action with specific tasks and dates assigned;
 - Set specific goals for the claim such as return to work or closure dates; and
 - Review claim and action plan with the City.

Once the closure assessment is complete, the adjuster will work with the designated account representative and legal counsel to bring the claim to resolution. The team will continue to meet to monitor the claim on a regular basis to ensure that action items are completed timely, the claim moves towards closure, and goals are met.

- b. Nurse Case Management: Contractor will provide case management services for the more complicated claims in accordance with Exhibit A.
- c. Medical Bill Review: Contractor will review all medical bills for medical necessity and appropriateness of charges in accordance with Exhibit A.
- d. On-line Access: Contractor will provide the City, at no additional charge, with online access to review open claims in accordance with Exhibit A.

- 1.2 Contractor agrees to perform its duties and responsibilities under this Agreement in accordance with the standards of professional due diligence, care, and quality prevailing among professionals working in the Workers' Compensation insurance and claims management industry.
- 1.3 Contractor warrants that it and any agents performing work under this Agreement hold all appropriate and required licenses, registrations, and other regulatory approvals ("Approvals") necessary for the lawful furnishing of the services contemplated by this Agreement. Contractor further agrees to inform the City immediately if any such Approval changes during the term of this Agreement. Failure to notify the City of any such changes shall constitute a material breach of this Agreement.
- 1.4 Contractor agrees to comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Contractor is solely responsible to any and all taxes imposed upon Contractor and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.

2. **Term; Termination.**

- 2.1 The term of this Agreement commences on the Effective Date and expires on June 30, 2021, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein.
- 2.2 Either party may terminate this Agreement in accordance with the terms of this Section 2.2.
 - a. For Convenience. Either party may terminate this Agreement for convenience, without cause, upon 90-day' prior notice to the other party.
 - b. For Cause. Either party may terminate this Agreement for cause if the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - c. Withdrawal of Funding. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon 30-day's written notice to Contractor.

3. **Compensation.**

- 3.1. Claims originally made prior to July 1, 2017.
 - a. Claim Management Services: \$250 per open or reopened claim originally arising prior to July 1, 2017.
 - b. Nurse Case Management Fees: Case Management will be provided at a rate of \$85 per hour.
 - c. Medical Bill Review Fees: Medical bill review will be provided at a flat rate of 18% of the savings for all claims.

3.2 Claims originally made from July 1, 2017 through June 30, 2019.

- a. Claim Management Services: None.
- b. Nurse Case Management Fees: Case Management will be provided at a rate of \$85 per hour.
- c. Medical Bill Review Fees: Medical bill review will be provided at a flat rate of 18% of the savings for all claims.

- 4. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, data, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement
- 5. **Insurance.** Contractor shall maintain insurance coverage consistent with Contractor's professional liability.
- 7. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

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

If to Contractor:

Larisa Featherstone, CEO/Executive Vice President
Johnston & Associates, Inc./OccuSure Claims Services
830 Crescent Centre Drive, Suite 220
Franklin TN 37067

- 8. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- 9. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

11. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
12. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
15. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
16. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
17. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*,

meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

31. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
18. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
19. **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
20. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of the Effective Date set forth above.

CITY OF MURFREESBORO, TENNESSEE

OCCUSURE CLAIMS SERVICES, LLC

By: _____
Shane McFarland, Mayor

By: Larisa Featherstone
Name: Larisa Featherston, Executive VP

Approved as to form:

JOHNSTON & ASSOCIATES, INC.

Adam Tucker
Adam Tucker, City Attorney

By: Larisa Featherstone
Name: Larisa Featherstone, CEO

Proposal for Third Party Administration Services

Presented to:

Adam Tucker, City Attorney

Completed By:

Johnston & Associates/OccuSure
830 Crescent Centre Drive, Suite 220,
Franklin, Tennessee 37067
Phone: (615) 373-0500 • Fax: (615) 377-4735



Third Party Administration Services

Johnston & Associates/OccuSure has been handling claims for over 29 years. Our proactive claims management dramatically lowers work injury claims costs. Our goal is to provide a seamless claims management process so that maximum cost containment is achieved.

We strive to fairly and aggressively investigate, negotiate, deny, and settle claims. In order to accomplish this goal, all claims must have careful and thorough investigation of all facts and circumstances surrounding the loss.

Features:

- Proactively manage claims to obtain maximum cost control and minimize abuse and fraudulent claims
- All claims investigated for compensability
- All claims that do not meet the criteria of the state workers compensation act denied.
- All claims and payments processed in a timely fashion
- Proper forms submitted on time to state agencies
- Relationships developed with local physicians to ensure quality, conservative and appropriate medical care
- Quality medical care secured for injured employees while communicating a caring attitude toward their recovery process
- Commitment to keep clients informed and involved in all aspects of the claim

Administration Fees

Existing Claims Handling

Third Party Administrative Claims Management Services for claims occurring prior to July 1, 2017 will be provided for \$250 per open or reopened claims. This fee will include all claims handling in addition to:

- A detailed closure assessment completed to review the claim to determine the best course of action to bring the claim to closure.
- A plan of action will be developed with specific tasks and dates assigned.
- Set specific goals for the claim such as return to work or closure dates.
- Review claim and action plan with the client.

Once the closure assessment is complete, the adjuster will work with the designated account representative and legal counsel to bring the claim to resolution. The team will continue to meet to monitor the claim on a regular basis to ensure that action items are completed timely, the claim moves towards closure, and goals are met.

RN Case Management

In an effort to provide optimum cost containment services, Case Management services will be provided for the more complicated claims. Case management monitoring of claims offers maximum control of medical expenses. Case Management will be provided at \$85 per hour for all claims. The central focus of our RN Case Management involvement will be:

- To ensure returning the employee to work as soon as medically possible;
- To ensure that the employee follows a proper treatment plan;
- To ensure appropriate doctors are used to deliver quality, cost effective medical care;
- To educate physicians on employer's commitment to modified duty
- To ensure maintaining a trust relationship with the employee by communicating professional, positive concern.

Medical Bill Review

All medical bills will be reviewed for medical necessity and appropriateness of charges. They will then have either a preferred provider discount applied or will be individually negotiated. Medical bill review will be provided at a flat rate of 18% of the savings for all claims.

On-line Access

Access authorization will be provided to management to allow review of claims on an ongoing basis. Passwords will be provided, allowing each user access to adjuster notes, claim financials and the ability to run loss run reports with ease on our user-friendly program. This will be provided at no additional charge.

Summary

Our goal is to become a committed service partner in helping to reduce injury rates and work-related injury costs. With our uncompromised commitment to quality, we will make every effort to provide the highest return on your invested dollars. We appreciate this opportunity to demonstrate the value of our involvement.

As an SSAE 18 Certified Firm, the utmost importance will be placed on information security. Any information received while performing the duties specified in this proposal, which concerns the personal, financial or other affairs of your company, will be handled with full confidence and will not be disclosed to any other person, firm or organization.

- This proposal is for a three-year term effective July 1, 2019 with an automatic renewal. Either party may terminate this agreement with sixty (60) days written notice for any reason at any point during the agreement period.
- Third Party Administrative Claims Management Services for claims occurring prior to July 1, 2017 will be priced at a onetime fee of \$250 per claim.
- Nurse Case Management services for all claims will be provided at \$85 per hour.
- Medical bill review for all claims will be provided at a flat rate of 18% of the savings.

Johnston & Associates, Inc. / OccuSure Claims Services

By: _____

Date: _____

City of Murfreesboro

By: _____

Date: _____

COUNCIL COMMUNICATION

Meeting Date: 06/27/2019

Item Title: Extension of Contract between the City and Rehrig Pacific Company Roll-Out Containers

Department: Solid Waste Department

Presented by: Joey Smith Solid Waste

Requested Council Action:

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

Summary

The Solid Waste Department is requesting a one-year time extension to the pre-existing contract between the City and Rehrig Pacific Company. This contract allows the Solid Waste Department to continue to purchase the 96-gallon roll-out trash containers for distribution to our expanding community and solid waste customer base.

Staff Recommendation

Approval of the attached contract amendment that affords the City an additional year of fixed price purchasing for solid waste roll-out carts from Rehrig Pacific.

Background Information

On March 2, 2017, the City entered into a contract with Rehrig Pacific for 96-gallon roll-out carts. In 2018 the City and Rehrig Pacific exercised the first amendment to allow an extended year of purchasing carts. Rehrig Pacific has accepted and signed the second amendment for an additional year of purchasing solid waste roll-out containers. 2019 represents the second and final year allowing for Rehrig's contract extension with the City. The contract unit pricing for the roll-carts has not changed in the since the original contract was executed in 2017. Next year, or 2020, the roll-out containers will have to be re-bid.

Council Priorities Served

Safe and Livable Neighborhoods

Community trash pick-up is not only a public health necessity, but an amenity that maintains a uniform and orderly means to effectively dispose of solid waste and keep our community clean.

Excellent Services with a Focus on Customer Service

Weekly solid waste pick-up at an affordable fee demonstrates an equitable and efficient service that focuses on our customers sanitation needs.

Fiscal Impacts

The Solid Waste Department has budgeted \$135,000 for roll-out carts in the 2019-2020 budget year.

Attachments:

1. Second Amendment to the contract between the City of Murfreesboro and Rehrig Pacific Company Roll-Out Containers

**SECOND AMENDMENT
TO THE
CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
REHRIG PACIFIC COMPANY
ROLL-OUT CONTAINERS.**

This Second Amendment ("First Amendment") to the Contract, entered into March 2, 2017 ("Contract"), is effective as of this _____ 2019, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Rehrig Pacific Company, a Corporation of the State of Delaware, ("Contractor").

RECITALS

WHEREAS, on March 2, 2017, the City entered into a contract with Rehrig Pacific Company., for Roll-Out Containers for the Solid Waste Dept.; and,

WHEREAS, the term of the contract between the City and Contractor is currently from March 2, 2018 to March 1, 2019, and,

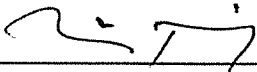
WHEREAS, the City and Contractor wish to extend the Contract term pursuant to provision 2 of the current Contract for an additional term:

NOW THEREFORE, the City and Contractor mutually agree to renew the current Contract for an additional term to begin on March 2, 2019 and end on March 1, 2020.

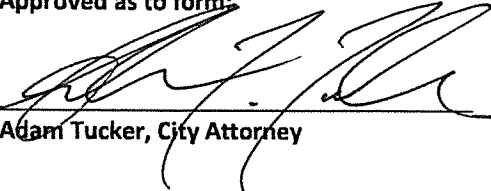
CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

REHRIG PACIFIC COMPANY:

By:  _____
William J. Rehrig, President

Approved as to form:

 _____
Adam Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 06/27/2019

Item Title: Purchase of New Dump Truck with Snow Plow

Department: Street Department

Presented by: Raymond Hillis, Director

RCH

Requested Council Action:

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

Summary

Purchase of new dump truck with snow plow for the Street Department.

Staff Recommendation

Approve the purchase of new dump truck with snow plow from Viking-Cives Midwest, Inc.

Background Information

The purchase of a new dump truck with snow plow will replace a 20 year old truck at the end of its useful life. This equipment is available for purchase in the amount of \$195,562. This amount exceeds the original estimate and budget amount of \$130,000. The specifications on the vehicle remain the same, the purchase price is underestimated.

These items are available for purchase through the Sourcewell Contract, which is permitted by State statute and Council Resolution.

Fiscal Impact

Purchase will be funded from FY18 debt issuance. The amount greater than the original estimate of \$65,562 is available due to cost saving achieved on other equipment purchases.

Attachments:

1. Price Quote from Viking-Cives Midwest, Inc.
2. Sourcewell Contract No. 080818-VCM.
3. Agreement for Dump Truck with Snow Plow between City of Murfreesboro and Viking-Cives Midwest, Inc.



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

Quote

Quote #	Date
165246	04/09/19

Customer		
CITY OF MURFREESBORO, TN ****Email Invoices****		
MURFREESBORO	TN	37133

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

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	DA	06/24/19		Destination	

Item	Description	Ordered	UOM	Price Per	Total Price
ACCOUNT:5104-03 Direct Purchase	Provide a 22020 Freightliner 108 SD chassis, Cummins L9 350 HP diesel engine Allison 3000 RDS Automatic transmission. 16.000 LB Front axle, with 18.000 LB. tapered leaf springs. MT-40-14X, 40,000 LB. suspension. 6.14 rear axle ratio Driver controlled traction differential. - both tandem rear axles Hendrickson Haulmax 46,000 # rear suspension. 190" Wheelbase 120" C/A 80 Gallon aluminum fuel tank. (left hand side) 108" BBC flat roof aluminum conventional cab. Dual west coast bright finish heated mirrors with LH and RH remote control Grey interior - vinyl Dual high back air ride suspension seats. STANDARD WARRANTY NOTE: See attached chassis quote.	1.00	EA	93,387.00	93,387.00
ACCOUNT:5104-03 Direct Purchase	Dump body and associated equipment: Viking 13' dump body with High lift tailgate AR-450 Hardox floor and sides Electric tarp system. Force America "live drive" hydraulic system with Crankshaft driven pump. 13" Viking stainless steel V Box spreader with top screens and spreader stand. Front mounted Viking plow hitch.	1.00	EA	93,860.00	93,860.00
TNID1000114261	TDOT MW30R10 PLOW ASSEMBLY * 30R10 moldboard assembly (painted orange) Includes rubber deflector & bumpers * Kueper GK5 cutting edges * 48" plow markers (banded to push frame) * Push frame Assembly (painted black) NOTE: Angle for fitting attachment welded to turntable * Hose & fitting kit	1.00	EA	8,315.00	8,315.00



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

Quote

Quote #	Date
165246	04/09/19

Customer		
CITY OF MURFREESBORO, TN ****Email Invoices****		
MURFREESBORO	TN	37133

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

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	DA	06/24/19		Destination	

Item	Description	Ordered	UOM	Price Per	Total Price
------	-------------	---------	-----	-----------	-------------

- * Compression spring assemblies
- * 30-1/2" Swivel w/ hardware
- * Lift chain assembly
- * Parking jack

Plow fully assembled with hose kit included

Prepared By: danderson@vikingcivesmidwest.c

Memo:

Sub-Total	195,562.00
Shipping	0.000
Discount	0.00
Taxes	0.00
Total	195,562.00

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

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

*Quoted price does not include any applicable taxes.

*Terms are Due Upon Receipt unless prior credit

*Terms for established accounts. NET 30 days

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

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**

Company Name: Cives Corporation DBA Viking-Cives Group

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
		No exceptions are requested	

Proposer's Signature: _____

Date: August 2nd 2018

Sourcewell's clarification on exceptions listed above:



Contract Award
RFP #080818



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES

In compliance with the Request for Proposal (RFP) for SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Viking-Cives

Date: August 2nd 2018

Company Address: PO BOX 295

City: Morley

State: MO

Zip: 63767

CAGE Code/DUNS: 04-654-5398

Contact Person: Kevin Newson

Title: Western States Sales Manager

Authorized Signature: _____

Stephen H. Rider

Stephen H. Rider

(Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 080818-VCM

Proposer's full legal name: Cives Corporation dba Viking Cives Group

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be October 29, 2018 and will expire on October 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

78144D620E684E3...
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette

3F75ED2BA647446...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on October 22, 2018

Sourcewell Contract # 080818-VCM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Viking-Cives Midwest

Authorized Signatory's Title General Manager

Stephen H. Rider

VENDOR AUTHORIZED SIGNATURE

Stephen H. Rider

(NAME PRINTED OR TYPED)

Executed on 11/6, 2018

Sourcewell Contract # 080818-VCM



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____
Cives Corporation
DBA Viking-Cives

Address: Mail: PO Box 295

City/State/Zip: Morley, MO 63767

Telephone Number: 573-262-3545

E-mail Address: s rider@cives.com

Authorized Signature: Stephen H. Rider

Authorized Name (printed): Stephen H. Rider

Title: Vice President & General Manager

Date: August 2nd 2018

Notarized

Subscribed and sworn to before me this 2nd day of August, 20 18

Notary Public in and for the County of Scott State of Mo

My commission expires: May 23, 2021

Signature: Mary Lou Dell





Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Cives Corporation DBA Viking-Cives

Questionnaire completed by: Kevin Newson

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Payment terms are net 30.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

We do not offer leasing or financing for our products. We have worked with other Sourcewell contract holders in the past to present members these options when requested.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

All orders are entered in our system by our sales staff using a unique item number to identify the contract used. At the end of each quarter usage reports are run showing open orders and invoiced items. Any order that has been invoiced within the quarter is reported in an excel document and submitted electronically.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

We do accept P-card's and there is no additional charge.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Please see attached warranty card.

- Do your warranties cover all products, parts, and labor? **Yes.**
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage? **No.**
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? **Warranty work is to be performed at one of our facilities when possible.**
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair? **We are able to handle warranty repairs in all regions of the United States.**
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? **We provide warranty**

service for the other manufacturers with the exception of a Chassis. Truck Chassis will be handled by a local dealership for that make.

- What are your proposed exchange and return programs and policies? **We provide exchange and returns on incorrect parts at no charge provided the item is not damaged. Electronic items are not returnable if opened.**

6) Describe any service contract options for the items included in your proposal.

Options for service and operator familiarization will be available in our Price and Product list. Options are available for the equipment and chassis.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are offering Parts, Service, Training, Equipment, Open market and Sourced goods, Turn Key units, and Chassis, for Snow and Ice control along with wear items and related Roadway Maintenance equipment.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Our pricing model is category based with a MSRP and discounted price shown. Items being offered through Sourcewell will have a 25% off MSRP discount.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Pricing is set at a 25% discount off MSRP.

10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☒ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

Large purchases may qualify for an additional discount off MSRP.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Open market and sourced goods will be quoted on each request with a variable markup not to exceed 25%.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Any future imposed government mandated charges including tariffs are not included in our proposal. Currently our pricing is all inclusive but in the future we may need to show a line item for these potential charges.

- 14) If delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete shipping and delivery program.

All items will be FOB one of our facilities across the U.S. or Canada. Delivery and shipping will be shown as a line item charge on the quote's and orders.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Offshore delivery and shipping charges will be shown as a line item for delivery to the customer selected port. Transportation from landing port costs may be paid for by us and added to the sales order if requested. Products in Canada will follow our standard FOB one of the Canadian locations with delivery and shipping shown as a line item charge.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Products will be shipped by truck.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

All Price and Product lists are entered into our quoting system to ensure customers receive the correct price. Our cooperative contract manager sorts through the usage reports each quarter and also reviews the previous quarter at that time to check for discrepancies prior to reporting. Twice a year an 18 month report is also checked to ensure all sales have been reported. Quarterly reports will be sent in within 30 days of quarter end. At that time we will mail a check for the administrative fee along with a printed copy of the submitted report.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We are proposing a 1% administrative fee on all items offered with the exception of Chassis'. Truck chassis' are proposed at a flat rate of \$700 per unit in addition to the 1% for all equipment added to it.

Industry-Specific Questions

- 19) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are "vendor differentiators."

Our industry dedicated parts departments and direct to end user strategy allow us to react and ship faster. This eliminates the additional cost and delay caused by non-stocking equipment dealers. As the manufacture for our products we are able to quickly make the parts if they are not in stock.

- 20) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions.

We pride ourselves in offering products manufactured with corrosion resistant steel. This has a minimal price difference upfront and adds years to the life of the equipment. In

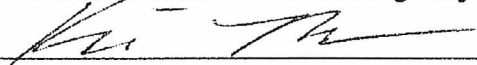
addition to that we have recently added a dedicated Stainless Steel manufacturing facility to limit any potential contamination to the stainless steel. We have added value by continuing to use the highest quality high tensile steel products for added product life.

21) State the extent to which the solutions that you propose are compliant with standards or requirements in the US, Canada, and/or applicable in the various states and provinces. Identify all related certifications or Accreditations.

All products are installed to meet the requirements needed for a completed vehicle with documented compliance. Those include Federal motor vehicle standards that cover lighting, mud flaps, and collision protection.

22) Provide any market data or research supporting the longevity or reliability of your proposed solutions.

Attached is documentation about the longevity of corrosion resistant steel products.

Signature:  Date: August 2nd 2018



SourcewellSM
Formerly the National Joint Powers Alliance (NJPA)

REQUEST FOR PROPOSAL
for the procurement of
**SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND
ACCESSORIES**

RFP Opening
AUGUST 9, 2018
8:30 a.m. Central Time
At the offices of
Sourcewell
202 12th Street Northeast, Staples, MN 56479

RFP #080818

Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #080818 SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES. Details of this RFP are available beginning June 21, 2018. Details may be obtained by letter of request to Kim Austin, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@sourcewell-mn.gov. Proposals will be received until August 8, 2018 at 4:30 p.m. Central Time at the above address and opened August 9, 2018 at 8:30 a.m. Central Time.

RFP Timeline

June 21, 2018	Publication of RFP in the print and online version of <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: www.sourcewell-mn.gov/compliance-legal/oregon-advertising and also RFP Appendix B), in the print and online version of <i>The State</i> within the State of South Carolina, the Sourcewell website, MERX, PublicPurchase.com, Biddingo, and Onvia.
July 26, 2018 10:00 a.m. CT	Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.
August 1, 2018	Deadline for RFP questions.
August 8, 2018 4:30 p.m. CT	Deadline for Submission of Proposals. Late responses will be returned unopened.
August 9, 2018 8:30 a.m. CT	Public Opening of Proposals.

Direct questions regarding this RFP to: Kim Austin at kim.austin@sourcewell-mn.gov or 218-895-4161.

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1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's Sourcewell contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 Sourcewell advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on Sourcewell's website; and 4) on other third-party websites deemed appropriate by Sourcewell. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 Sourcewell also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT SOURCEWELL

3.1 Sourcewell, formerly the National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, Sourcewell facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which Sourcewell Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of Sourcewell cooperative procurement contracts can be found at www.sourcewell-mn.gov.

3.3 Sourcewell is a public agency governed by publicly elected officials that serve as the Sourcewell Board of Directors. Sourcewell's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 Sourcewell currently serves over 50,000 member agencies nationally. Both membership and utilization of Sourcewell contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 Sourcewell cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows Sourcewell to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at www.sourcewell-mn.gov/compliance-legal.

3.5.1 For Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.

3.5.2 For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH

sectors). In addition this RFP is intended to include current and potential Members of the Rural Municipalities of Alberta (RMA), and their represented Associations (SARM, SUMA and AMM).

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual Sourcewell member agencies.

3.6.2 Sourcewell contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of Sourcewell Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by a Sourcewell Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 Sourcewell and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by Sourcewell: Sourcewell seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of Sourcewell and its Member agencies. Through a competitive proposal and evaluation process, the Sourcewell Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the Sourcewell Chief Procurement Officer. Sourcewell's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for Sourcewell and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and Sourcewell. Contracts are expected to offer price levels reflective of the potential and collective volume of Sourcewell and the nationally established Sourcewell membership base.

3.11 Beyond our primary intent, Sourcewell further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at Sourcewell's discretion and results from Sourcewell's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If Sourcewell grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended

contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, Sourcewell may petition Sourcewell's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

- 3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- 3.11.3** Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of Sourcewell and Sourcewell Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of Sourcewell and the Sourcewell Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, Sourcewell may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of Sourcewell Members; in other situations, multiple vendors may be in the best interests of Sourcewell and the Sourcewell Members and preferred by Sourcewell to provide the widest array of solutions to meet the member agency's needs. Sourcewell retains sole discretion to determine which approach is in the best interests of Sourcewell Member agencies.

3.13 Non-Manufacturer Awards: Sourcewell reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of Sourcewell and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer's authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. When requested by Sourcewell, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of Sourcewell and its Member agencies nationally within the scope of SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES.

3.17 Additional Scope Definitions: In addition to SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES, **this solicitation should be read to include, but not to be limited to:**

- 3.17.1** The following equipment, supplies, and accessories for snow and ice handling:

3.17.1.1 Plows, blades, wings, blowers, brooms, spreader or sprayer systems for the application of de-icing or anti-icing solids or liquids, and snow melters;

3.17.1.2 Dump bodies, specialty equipment, and air or hydraulic systems, related to upfitting or modification for snow and ice handling; and,

3.17.1.3 Parts, supplies, and accessories, related to the upkeep, repair, or maintenance of the equipment described in §3.17.1.1 or §3.17.1.2 above, such as blade edges, cutting edges, replacement brooms, etc.

3.17.2 A Proposer may elect to offer an equipment-only solution (RFP §3.23.3.1), a turn-key solution (RFP §3.23.3.2), or an alternative solution. Generally a turn-key solution is most desirable to Sourcewell and its Members, however, it is not mandatory or required.

3.17.3 Sourcewell reserves the right to limit the scope of this solicitation for Sourcewell and current and potential Sourcewell member agencies.

3.17.3.1 Respondent's proposal may include no more than an incidental offering of airport-specific snow and ice-handling equipment. Respondent's primary offerings must be the equipment identified in sub-section 3.17.1 above and designed for other than airport-specific applications.

3.17.3.2 This solicitation should **NOT** be construed to include any of the following:

- a. Equipment, supplies, or accessories intended for sidewalk or walking path snow and ice handling (see Sourcewell RFP #062117)
- b. De-icing or anti-icing supplies and related off-vehicle equipment (e.g., solids, liquids, and off-vehicle solids or liquids mixing and storage equipment);
- c. Salt or sand storage structures;
- d. Skid steers or mini-excavators (see Sourcewell RFP #042815);
- e. Chassis-only solutions (see Sourcewell RFP #081716);
- f. Ag tractors (see Sourcewell RFP #021815).

3.18 **Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by Sourcewell, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by Sourcewell.

3.19 **Best and Most Responsive – Responsible Proposer:** It is the intent of Sourcewell to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of Sourcewell and Sourcewell Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of Sourcewell and Sourcewell member agencies; demonstrate the knowledge of any and all

applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service Sourcewell Members in all 50 states are preferred. Sourcewell requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: Sourcewell will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to Sourcewell and its current or qualifying future Sourcewell Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of Sourcewell and its Members. Sourcewell and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to Sourcewell, and current and potential Sourcewell Members, only those products/equipment and services specifically awarded on their Sourcewell Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their Sourcewell Awarded Contract.

3.23 Sole Source of Responsibility- Sourcewell desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/services. Sourcewell also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: Sourcewell desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: Sourcewell desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.23.3 Multiple solutions to the needs of Sourcewell and Sourcewell Members are possible. Examples could include:

3.23.3.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where Sourcewell or Sourcewell Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.23.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because Sourcewell and Sourcewell Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.23.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice “of good, better, best” multiple-grade solutions to meet Sourcewell Members’ needs.

3.23.3.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet Sourcewell Members’ needs.

3.23.4 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of Sourcewell and its Members within the scope of this RFP. Sourcewell prefers Proposers submit their complete product line of products and services described in the scope of this RFP. Sourcewell reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.24 Geographic Area to be Proposed: This RFP invites proposals to provide SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES to Sourcewell and Sourcewell Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to Sourcewell Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.25 Contract Term: At Sourcewell’s option, a Contract resulting from this RFP will become effective either on the date awarded by the Sourcewell Executive Director and Chief Procurement Officer or on the day following the expiration date of an existing Sourcewell procurement contract for the same or similar product/equipment and services.

3.25.1 Sourcewell is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by Sourcewell to Vendor beyond the original four year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members. Sourcewell reserves the right to conduct periodic business reviews throughout the term of the contract.

3.26 Minimum Contract Value: Sourcewell anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. Sourcewell does not guarantee usage. Usage will depend on the actual needs of the Sourcewell Members and the value of the awarded contract.

3.27 [This section is intentionally blank.]

3.28 Contract Availability: This Contract must be available to all current and potential Sourcewell Members who choose to utilize this Sourcewell Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.28.1 With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a “joint procurement agreement” as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

3.28.2 For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH sectors). In addition this RFP is intended to include current and potential Members of the Rural Municipalities of Alberta (RMA), and their represented Associations (SARM, SUMA and AMM).

3.29 Proposer’s Commitment Period: In order to allow Sourcewell the opportunity to evaluate each proposal thoroughly, Sourcewell requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of Sourcewell and its Members.

3.30.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.30.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause Sourcewell to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.30.2.1 demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;

3.30.2.2 Identify the equipment/products and services being proposed as applicable to the needs and expectations of Sourcewell Member agencies; and

3.30.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.31 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.32 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.33 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the Sourcewell Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

3.34 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the Sourcewell member. Failure to submit a minimum warranty may result in non-award.

3.35 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.36 The Sourcewell solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a “Solutions-Based Solicitation.” Sourcewell expects respondents to understand and anticipate the current and future needs of Sourcewell and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of Sourcewell and our member agencies within the defined scope of this RFP.

3.37 While Sourcewell does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members’ needs. Sourcewell may award all of the respondent’s proposal or may limit the award to a subset of the proposal.

3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission.” RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell’s competitive contracting process. Only answers issued by written addendum by Sourcewell to questions asked before the deadline for questions are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to Sourcewell. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and Sourcewell.

D. PROPOSER’S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer’s response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to “Sourcewell, 202 12th Street NE Staples, MN 56479.”

4.9 All proposals must be physically delivered to Sourcewell at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, Sourcewell's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the Sourcewell form and that the document is readable by Sourcewell.

4.12 The Proposer must ensure that the proposal is in the physical possession of Sourcewell before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to Sourcewell and prominently identifying the proposal number, proposal category name, the message **"Hold for Proposal Opening,"** and the deadline for proposal submission. Sourcewell is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly on the Sourcewell website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposers should promptly notify Sourcewell of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by Sourcewell through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing **SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES** to Kim Austin at Sourcewell, 202 12th Street NE, Staples, MN 56479 or to RFP@sourcewell-mn.gov. You may also call Kim Austin at 218-895-4161. Sourcewell urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission

deadline generally cannot be answered. Sourcewell may, however, field purely procedural questions, questions about Sourcewell-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If Sourcewell deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, Sourcewell will create an addendum to this RFP.

4.17 If Sourcewell deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by Sourcewell that modify or interpret the RFP. All addenda issued by Sourcewell become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. Sourcewell accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the Sourcewell website at www.sourcewell-mn.gov (under “Current and Pending Solicitations”) and from the Sourcewell offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to Sourcewell by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the Sourcewell Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to Sourcewell before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES will be received by Chris Robinson, Procurement Manager, at Sourcewell Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **Sourcewell documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the Sourcewell Director of Procurement or a representative from the Sourcewell Proposal Evaluation Committee will read the Proposer’s names aloud and will determine whether each submission has met Level-1 responsiveness.

I. SOURCEWELL’S RIGHTS RESERVED

4.24 Sourcewell may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by Sourcewell, and 3) the modifications make the terms of the proposal more favorable to Sourcewell or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by Sourcewell, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to Sourcewell;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to Sourcewell. If Sourcewell corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. Sourcewell will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5 **PRICING**

5.1 Sourcewell requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, Sourcewell makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$30 Million.**

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by Sourcewell.

5.3 Regardless of the payment method selected by Sourcewell or an Sourcewell member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 Line-item pricing must be submitted to Sourcewell in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published "List Price" as well as a "Proposed Contract Price" in their pricing matrix. Published List Price will be the standard "quantity of one" price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 "Cost plus a percentage of cost" as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as "Hot List" pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to Sourcewell. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an Sourcewell Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all Sourcewell Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by Sourcewell. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an Sourcewell Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by Sourcewell Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's Sourcewell contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 Sourcewell or Sourcewell Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an Sourcewell awarded contract, and that this information is provided to either Sourcewell or an Sourcewell Member. Sourcewell is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under a Sourcewell contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the Sourcewell Price and Product Change Request Form (located at the end of this RFP and on the Sourcewell website), signed by an authorized Vendor representative. All changes are subject to review and approval by Sourcewell. Submit your requests through email to your assigned Contract Manager and to PandP@sourcewell-mn.gov.

5.30 Sourcewell will determine whether the request is both within the scope of the original RFP and in the best interests of Sourcewell and Sourcewell Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following Sourcewell product and price change naming convention: (Vendor Name) (Sourcewell Contract #) (effective pricing date); for example, “COMPANY 012411-CPY effective 02-12-2016.”

5.32 The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although Sourcewell is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* Sourcewell expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each Sourcewell Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, Sourcewell Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. Sourcewell understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, Sourcewell may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to Sourcewell Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to Sourcewell or Sourcewell Members. Sourcewell and Sourcewell Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from Sourcewell or the Sourcewell Member.

5.53 Sourcewell reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the Sourcewell Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the Sourcewell member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The Sourcewell proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the "Warranty" criterion does not apply to a particular RFP, the points normally awarded under "Warranty" may be used to increase the number of potential points in another evaluation category or categories.) The "Pricing" criterion will contain at least a plurality of points for every RFP.

6.2 Sourcewell uses a scoring system that gives primary importance to "Pricing." But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other

considerations include the total cost of the acquisition and whether the Proposer's offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting Sourcewell Members' needs. Pricing points may be awarded based on pricing clarity and ease of use. Sourcewell may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The Sourcewell Executive Director and Chief Procurement Officer will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness," found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

- 6.6.1** is received before the deadline for submission or it will be returned unopened;
- 6.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;
- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if "not applicable" is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP's scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer's responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success

- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, Sourcewell has no obligation to consider information that is not provided in the Proposer's response. Sourcewell may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

6.11 Sourcewell may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, Sourcewell might receive numerous submissions for "Widgets and Related Products and Services." Sourcewell may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. Sourcewell reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows Sourcewell to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of Sourcewell Members.

6.12 [This section is intentionally blank.]

6.13 Sourcewell reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and Sourcewell will return such products after the evaluation process. Sourcewell may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 Sourcewell reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 Sourcewell may use a variety of evaluation methods, including cost comparisons of specific products. Sourcewell reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A “Market Basket” of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. Sourcewell will select the “Market Basket” from all appropriate product categories as determined by Sourcewell.

F. MARKETING PLAN

6.18 A Proposer’s marketing plan is a critical component of the RFP response. An awarded Vendor’s sales force will likely be the primary source of communication with Sourcewell Members and will directly affect the contract’s success. Marketing success depends on communicating the contract’s value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor’s sales teams. Sourcewell reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 Sourcewell marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to Sourcewell members in all 50 states. Proposers’ responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but Sourcewell encourages related services to be a part of Proposers’ response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, Sourcewell reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an Sourcewell contract to current and potential Members nationwide. Sourcewell desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to Sourcewell trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. Sourcewell commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of Sourcewell to offer the contract to its Members, the value and utility the contract delivers to Sourcewell Members, the scope of Sourcewell Membership, the authority of Members to use Sourcewell procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the Sourcewell contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the Sourcewell contract, as well as the internal procedures needed to deliver the appropriate messaging to Sourcewell Members. Sourcewell will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting a Sourcewell contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with Sourcewell at Sourcewell-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the Sourcewell contract to current and potential Sourcewell Members. Sourcewell requires awarded Vendors to embrace and actively promote the contract in cooperation with Sourcewell.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the Sourcewell directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded Sourcewell contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for Sourcewell Members is desired whenever possible.

6.19.7 A Sourcewell Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the Sourcewell office in Staples, MN unless the Vendor and Sourcewell agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate Sourcewell membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by Sourcewell.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying Sourcewell as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, Sourcewell will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any

required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence

\$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. Sourcewell does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. Sourcewell does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to Sourcewell separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 Sourcewell Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to Sourcewell’s Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating this Contract with its current and potential Members. Sourcewell may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for Sourcewell to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by Sourcewell Members under this Contract, including anything represented to Sourcewell Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer’s response to the RFP. Awarded Vendors must not charge Sourcewell Members more that permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of Sourcewell’s involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While Sourcewell does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that “we agree to pay an administrative fee” is considered nonresponsive. Sourcewell acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 Sourcewell awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with Sourcewell in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.29.6 Notwithstanding Sections 6.29.1 and 6.29.4 above, for Members within the State of Texas, pursuant to Texas Stat. §2301, the administrative fee to be proposed shall be a flat fee applicable to each purchase order irrespective of the quantity specified in the purchase order. A typical administrative fee in such cases is \$1,000.00 per purchase order. The fee is to be levied on and paid by the Member.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in Sourcewell’s evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some Sourcewell Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity “credits” to Sourcewell and Sourcewell Members under a Contract will be evaluated positively by Sourcewell and reflected in the “value added” area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many Sourcewell Members consider the environmental impact of the products and services they purchase. “Green” characteristics demonstrated by Proposers will be evaluated positively by Sourcewell and reflected in the “value added” area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for Sourcewell Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer’s ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 Sourcewell reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between Sourcewell Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. Sourcewell Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under Sourcewell contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between Sourcewell and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by Sourcewell, Sourcewell Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless Sourcewell, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the Sourcewell Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the Sourcewell Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the Sourcewell Member and Vendor. Sourcewell, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. Sourcewell Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, Sourcewell recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of Sourcewell's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. SOURCEWELL MEMBER SIGN-UP PROCEDURE

7.7 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of Sourcewell membership documentation and will encourage and assist potential Members in establishing membership with Sourcewell. Sourcewell membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.8 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by Sourcewell Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.8.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.9 Sourcewell relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all Sourcewell contracts. Nonetheless, the Vendor must retain and make available to Sourcewell all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. Sourcewell must not request such information more than once per calendar year, and Sourcewell must make such requests in writing with at least fourteen (14) days' notice. Sourcewell may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with Sourcewell or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.10 Hub Partner: Sourcewell Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an Sourcewell Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.11 Hub Partner Fees: Sourcewell Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is "Executed for the Benefit of [Sourcewell Member name]."

F. TRADE-INS

7.12 The value in US Dollars for Trade-ins will be negotiated between Sourcewell or an Sourcewell Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment

and credited in full against the Sourcwell purchase price identified in a purchase order issued pursuant to any Awarded Sourcwell procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.13 The Vendor must immediately notify Sourcwell Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.14 Sourcwell reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, Sourcwell will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.14.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.14.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.14.3 Sourcwell reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, Sourcwell issues a request for assurance, and the Vendor fails to respond;

7.14.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.14.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by Sourcwell and the Vendor;

7.14.6 The Vendor fails to properly report quarterly sales;

7.14.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the Sourcwell contract launch.

7.15 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to Sourcwell. If the Vendor fails to reasonably address all issues in the written notice, Sourcwell may terminate the Contract immediately. If Sourcwell allows the Vendor more time to remedy the breach, such forbearance does not limit Sourcwell's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.16 Sourcwell may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to Sourcwell any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes Sourcwell to immediately terminate the Contract.

7.17 Sourcwell may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 Sourcewell may immediately terminate any Contract without further obligation if any Sourcewell employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of Sourcewell has colluded with any Proposer for personal gain. Sourcewell may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of Sourcewell. Such terminations are effective upon written notice from Sourcewell or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by Sourcewell. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential Sourcewell Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 Sourcewell Compliance with Minnesota Procurement Law: Sourcewell has designed its procurement process to comply with best practices in the State of Minnesota. Sourcewell's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each Sourcewell Member must make its own determination whether Sourcewell's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern Sourcewell contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against Sourcewell pertaining to this RFP, and any resulting contract that develops between Sourcewell and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. Sourcewell's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the Sourcewell Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless Sourcewell and Sourcewell Members against any and all suits, claims, judgments, and costs instituted or recovered

against the Vendor, Sourcewell, or Sourcewell Members by any person on account of the use or sale of any articles by Sourcewell or Sourcewell Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by Sourcewell. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of Sourcewell. Sourcewell will notify Members by posting approved assignments on the Sourcewell website (www.sourcewell-mn.gov).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. Sourcewell reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 Sourcewell will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of Sourcewell's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, Sourcewell has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become Sourcewell's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The Sourcewell Legal Department will review the request to determine whether the information can be withheld or redacted. If Sourcewell determines that it must disclose the information upon a proper request for such information, Sourcewell will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless Sourcewell, its agents, and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as Sourcewell possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the vendor, Sourcewell Executive Director and Chief Procurement Officer approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

I. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Sourcewell Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to Sourcewell and Sourcewell Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by Sourcewell or a Sourcewell Member.

K. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by Sourcewell to take action or to assert any right hereunder does not constitute a waiver of such right.

L. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with Sourcewell's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with Sourcewell within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

- 8.25.1** The name, address, and telephone number of the protester;
- 8.25.2** The original signature of the protester or its representative (you must document the authority of the representative);
- 8.25.3** Identification of the solicitation by RFP number;
- 8.25.4** Identification of the statute or procedure that is alleged to have been violated;
- 8.25.5** A precise statement of the relevant facts;
- 8.25.6** Identification of the issues to be resolved;
- 8.25.7** The aggrieved party's argument and supporting documentation;
- 8.25.8** The aggrieved party's statement of potential financial damages; and
- 8.25.9** A protest bond in the name of Sourcewell and in the amount of 10% of the aggrieved party's statement of potential financial damages.

M. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to a Sourcewell solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by Sourcewell or Sourcewell Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by Sourcewell or Sourcewell Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

O. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

P. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between Sourcewell and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or

has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

Q. PROVISIONS FOR NON-FEDERAL ENTITY PROCUREMENTS UNDER FEDERAL AWARDS OR OTHER AWARDS

8.31 Procurements by Sourcewell or Sourcewell Members utilizing funds under a federal grant or contract may be subject to specific federal laws, regulations, and requirements in addition to those under state and local laws. Applicable law may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 (also referred to as the “Uniform Guidance” or “EDGAR”). The terms included in this section express Proposers willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using federal grant or contract dollars. Sourcewell Members may also require Proposers to enter into ancillary agreements, in addition to the Sourcewell contract’s general terms and conditions, to address the Member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts. Sourcewell reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements. The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 2 CFR Part 200.

8.32 Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Sourcewell reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

8.33 Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Sourcewell reserves the right to terminate any agreement resulting from this procurement process pursuant to Sourcewell RFP sections 7.13 and 7.17. Prior to any termination for cause, Sourcewell will provide written notice to the Proposer, opportunity to respond and opportunity to cure. Sourcewell reserves the right to terminate any agreement resulting from this procurement process without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.34 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” This provision is hereby incorporated by reference into all applicable contracts.

The equal opportunity clause is incorporated by reference herein.

8.35 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as

supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Proposer shall be in compliance with all applicable Davis-Bacon Act provisions.

8.36 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into all applicable contracts.

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.37 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.38 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.39 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Proposer nor its principals shall be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

8.40 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352). Proposers shall file any required certifications. Proposers shall not have used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Proposers shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Proposers shall file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

8.41 Record Retention Requirements. To the extent applicable, Proposer shall comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

8.42 Energy Policy and Conservation Act Compliance. To the extent applicable, Proposer shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8.43 Buy American Provisions Compliance. To the extent applicable, Proposer shall comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

8.44 Access to Records (2 CFR § 200.336). Proposer agrees that duly authorized representatives of an Agency shall have access to any books, documents, papers and records of Proposer that are directly pertinent to Proposer’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Proposer’s personnel for the purpose of interview and discussion relating to such documents.

9 FORMS

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PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person Sourcewell should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer and submit the electronic version of the questions below in Microsoft Word® This allows Sourcewell evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for Sourcewell membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 18) Describe your company's capability to meet Sourcewell Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20)
 - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
 - b) Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your Sourcewell pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

- 25) In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?
- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) Provide your intent in regards to claiming Evaluation Preference for Environmentally Preferred Purchasing Opportunities in reference to RFP § 6.35.1. Ensure that all documentation supporting this claim is included in your response.
- 31) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) certifications that your company or hub partners have obtained.
- 32) Provide your intent in regards to claiming Evaluation Preference for WMBE, Small Business, and Other Favored Businesses in reference to RFP § 6.34.1. Ensure that all documentation supporting this claim is included in your response.
- 33) What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?
- 34) Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.
- 35) Sourcewell Members may intend to use funds from a federal grant or contract under the Federal Emergency Management Agency (FEMA). In that event, state your ability and willingness to complete, execute, and provide the "Required FEMA Terms and Conditions Certification" form attached as Appendix D to the RFP.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company’s primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS

Proposer's Signature: _____ Date: _____

Sourcewell's clarification on exceptions listed above:

Contract Award
RFP #080818



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

| SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES |

In compliance with the Request for Proposal (RFP) for | SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES, | the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

CAGE Code/DUNS: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 080818-XXX

Proposer's full legal name: TBD

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be MM DD, YYYY and will expire on MM DD, YYYY (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on MM DD, YYYY

Sourcewell Contract # 080818-XXX

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name _____

Authorized Signatory's Title _____

VENDOR AUTHORIZED SIGNATURE

(NAME PRINTED OR TYPED)

Executed on _____, 20__

Sourcewell Contract # 080818-XXX



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



Form G

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____

_____ Its _____



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.
- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

- 19) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are “vendor differentiators.”
- 20) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions.
- 21) State the extent to which the solutions that you propose are compliant with standards or requirements in the US, Canada, and/or applicable in the various states and provinces. Identify all related certifications or Accreditations.
- 22) Provide any market data or research supporting the longevity or reliability of your proposed solutions.

Signature: _____ Date: _____

10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required – Flash Drive or CD
	Form A: Proposer Questionnaire with all questions answered completely	X – signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E: Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X – signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by Sourcewell	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound		
	Package containing your proposal labeled and sealed with the following language: “Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX”		
	Response Package mailed and delivered prior to deadline to: Sourcewell, 202 12 th St NE, PO Box 219 Staples, MN 56479		

11 SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this Sourcewell Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the Sourcewell Procurement Manager and to approval by Sourcewell's Chief Procurement Officer. Submit request through email to your assigned Sourcewell Contract Administrator.

Sourcewell will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of Sourcewell and Sourcewell Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following Sourcewell product/price change naming convention: (Vendor Name) (Sourcewell Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: Sourcewell expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

- ☐ Adding Products/Services
- ☐ Deleting Products/Services
- ☐ Price Increase
- ☐ Price Decrease

SOURCEWELL CONTRACT
NUMBER:

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

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Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

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If adding products, state how these are within the scope of the original RFP.

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If changing prices or adding products or services, state how the pricing is consistent with existing Sourcewell contract pricing.

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Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

☐ Yes ☐ No

Section 5. Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

Jeremy Schwartz
Sourcewell Director of Cooperative Contracts and Procurement/CPO

Date



Appendix A

Sourcewell on behalf of itself and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

https://www.census.gov/2010census/partners/pdf/FIPS_StateCounty_Code.pdf

<http://nccs.urban.org/sites/all/nccs-archive/html//PubApps/search.php>

<https://www.usa.gov/tribes#item-37647>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

[Oregon](#)

[Hawaii](#)

[Washington](#)



Appendix B - Political Subdivision List
for HI, ID, OR, SC, UT, WA

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
County	County	County	County	County	County
Hawaii County	Ada County	Baker County	Abbeville County	Beaver County	Adams County
Kauai County	Adams County	Benton County	Aiken County	Box Elder County	Asotin County
Nuui County	Bannock County	Central Oregon Intergovernmental Council	Allendale County	Cache County	Benton County
Municipality	Bear Lake County	Clackamas County	Anderson County	Carbon County	Chelan County
City and County of Honolulu	Benewah County	Clackamas County Service District No. 1	Bamberg County	Daggett County	Clallam County
Higher Education	Bingham County	Clatsop County	Barnwell County	Davis County	Clark County
Hawaii Community College	Blaine County	Columbia County	Beaufort County	Duchesne County	Columbia County
Honolulu Community College	Boise County	Coos County	Berkeley County	Duchesne County Special Service District No. 2	Cowlitz County
University of Hawaii	Bonner County	Crook County	Calhoun County	Emery County	Douglas County
University of Hawaii Research Corporation	Bonneville County	Curry County	Catawba Regional Council of Governments	Five County Association of Governments	Ferry County
Windward Community College	Boundary County	Deschutes County	Central Midlands Council of Governments	Garfield County	Franklin County
Education (K-12)	Butte County	Douglas County	Charleston County	Grand County	Garfield County
Hanalei Schools	Camas County	Gilliam County	Cherokee County	Iron County	Grant County
Kamehameha Schools	Canyon County	Grant County	Chester County	Juab County	Grays Harbor County
Special District	Caribou County	Harney County	Chesterfield County	Kane County	Island County
Hawaii Community Development Authority	Cassia County	Hood River County	Clarendon County	Millard County	Jefferson County
Hawaii Public Housing Authority	Clark County	Jackson County	Colleton County	Morgan County	King County
Hawaii Tourism Authority	Clearwater County	Jefferson County	Darlington County	Piute County	King County Directors' Association
Honolulu Authority for Rapid Transportation	Elmore County	Josephine County	Dillon County	Rich County	Kitsap County
Natural Energy Laboratory of Hawaii Authority	Franklin County	Klamath County	Dorchester County	Salt Lake County	Kittitas County
State	Fremont County	Lake County	Edgefield County	San Juan County	Klickitat County
Hawaii Department of Accounting and General Serv	Gem County	Lane Council of Governments	Fairfield County	Sanpete County	Lewis County
Hawaii Department of Finance and Administration	Gooding County	Lane County	Florence County	Sevier County	Lincoln County
Hawaii Department of Health	Idaho County	Lincoln County	Georgetown County	Summit County	Mason County
Hawaii Employer-Union Health Benefits Trust Fund	Jefferson County	Linn County	Greenville County	Tooele County	Okanogan County
Hawaii Health Systems Corporation	Jerome County	Malheur County	Greenwood County	Uintah County	Pacific County
State Of Hawaii	Kootenai County	Marion County	Hampton County	Utah County	Pend Oreille County
	Latah County	Marion County Housing Authority	Horry County	Wasatch County	Pierce County
	Lemhi County	Morrow County	Jasper County	Washington County	San Juan County
	Lewis County	Multnomah County	Kershaw County	Wayne County	Skagit County
	Lincoln County	Polk County	Lancaster County	Weber County	Skamania County
	Madison County	Sherman County	Laurens County	Municipality	Snohomish County
	Minidoka County	Tillamook County	Lee County	Centerfield City	Spokane County
	Nex Perce County	Umatilla County	Lexington County	City of Alpine City	Stevens County
	Oneida County	Union County	Lower Savannah Council of Governments	City of American Fork	Thurston County
	Owyhee County	Wallawa County	Marion County	City of Aurora	Thurston Regional Planning Council
	Payette County	Wasco County	Marlboro County	City of Ballard	Wahkiakum County
	Power County	Washington County	McCormick County	City of Beaver	Walla Walla County
	Shoshone County	Wheeler County	Newberry County	City of Blanding	Whatcom County
	Teton County	Yamhill County	Oconee County	City of Bluffdale	Whitman County
	Twin Falls County	Municipality	Orangeburg County	City of Bountiful	Yakima County
	Valley County	City of Adair Village	Pickens County	City of Brigham	Yakima County Public Services
	Washington County	City of Adrian	Richland County	City of Castle Dale	Yakima Valley Conference of Governments
Municipality	City of Aberdeen	City of Albany	Saluda County	City of Cedar City	Municipality
	City of Albion	City of Amity	Spartanburg County	City of Cedar Hills	City of Aberdeen
	City of American Falls	City of Arlington	Sumter County	City of Centerville	City of Airway Heights
	City of Ammon	City of Ashland	Union County	City of Clearfield	City of Algona
	City of Arco	City of Astoria	Williamsburg County	City of Clinton	City of Anacortes
	City of Arimo	City of Athena	York County	City of Coalville	City of Arlington
	City of Ashton	City of Aumsville	Municipality	City of Colorado City	City of Asotin
	City of Athol	City of Aurora	City of Abbeville	City of Corinne City	City of Auburn
	City of Atomic City	City of Baker City	City of Aiken	City of Cottonwood Heights	City of Bainbridge Island
	City of Bancroft	City of Bandon	City of Anderson	City of Delta	City of Battle Ground
	City of Bellevue	City of Banks	City of Barnwell	City of Draper	City of Bellevue
	City of Blackfoot	City of Bay City	City of Beaufort	City of Duchesne	City of Bellingham
	City of Bliss	City of Beaverton	City of Belton	City of East Carbon	City of Benton City
	City of Bloomington	City of Bend	City of Bennettsville	City of Elk Ridge	City of Bingen
	City of Boise	City of Boardman	City of Bishopville	City of Elmo	City of Black Diamond
	City of Bonners Ferry	City of Brookings	City of Camden	City of Enoch	City of Blaine
	City of Bovill	City of Brownsville	City of Cayce	City of Enterprise	City of Bonney Lake
	City of Buhl	City of Burns	City of Charleston	City of Ephraim	City of Bothell
	City of Burley	City of Canby	City of Chesnee	City of Escalante	City of Bremerton
	City of Caldwell	City of Cannon Beach	City of Chester	City of Eureka	City of Brewster
	City of Cambridge	City of Canyonville	City of Clemson	City of Fairview	City of Bridgeport
	City of Carey	City of Carlton	City of Clinton	City of Farmington	City of Brier
	City of Cascade	City of Cascade Locks	City of Columbia	City of Farr West	City of Buckley
	City of Castleford	City of Cave Junction	City of Conway	City of Ferron	City of Burien
	City of Challis	City of Central Point	City of Darlington	City of Fillmore	City of Burlington
	City of Chubbuck	City of Chiloquin	City of Denmark	City of Fountain Green	City of Camas
	City of Clayton	City of Clatskanie	City of Dillon	City of Fruit Heights	City of Carnation
	City of Clifton	City of Coburg	City of Easley	City of Garland	City of Cashmere
	City of Coeur d'Alene	City of Columbia City	City of Florence	City of Grantsville	City of Castle Rock
	City of Council	City of Condon	City of Folly Beach	City of Green River	City of Centralia
	City of Craigmont	City of Coos Bay	City of Forest Acres	City of Gunnison	City of Chehalis
	City of Crouch	City of Coquille	City of Fountain Inn	City of Harrisville	City of Chelan
	City of Culdesac	City of Cornelius	City of Gaffney	City of Heber City	City of Cheney
	City of Dalton Gardens	City of Corvallis	City of Georgetown	City of Helper City	City of Chewelah
	City of Dayton	City of Cottage Grove	City of Goose Creek	City of Herriman	City of Clarkston
	City of Deary	City of Cove	City of Greenville	City of Highland	City of Cle Elum
	City of Dietrich	City of Creswell	City of Greenwood	City of Hildale	City of Clyde Hill
	City of Donnelly	City of Culver	City of Greer	City of Holladay	City of Colfax
		City of Dallas	City of Hanahan	City of Honeyville	City of College Place
		City of Damascus	City of Hardeeville	City of Hooper	City of Colville

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Dover	City of Dayton	City of Hartsville	City of Huntington	City of Connell
	City of Downey	City of Dayville	City of Inman	City of Hurricane	City of Cosmopolis
	City of Driggs	City of Depoe Bay	City of Isle of Palms	City of Hyde Park	City of Covington
	City of Dubois	City of Detroit	City of Johnsonville	City of Hyrum	City of Davenport
	City of Eagle	City of Donald	City of Lake City	City of Inns	City of Dayton
	City of Eden	City of Drain	City of Lancaster	City of Kamas	City of Deer Park
	City of Elk River	City of Dundee	City of Landrum	City of Kanab	City of Des Moines
	City of Emmett	City of Dunes City	City of Laurens	City of Kaysville	City of DuPont
	City of Fairfield	City of Durham	City of Liberty	City of La Verkin	City of Duval
	City of Fernan Lake Village	City of Eagle Point	City of Loris	City of Layton	City of East Wenatchee
	City of Filer	City of Echo	City of Manning	City of Lehi	City of Edgewood
	City of Firth	City of Elgin	City of Marion	City of Lewiston	City of Edmonds
	City of Franklin	City of Enterprise	City of Mauldin	City of Lindon	City of Electric City
	City of Fruitland	City of Estacada	City of Mullins	City of Logan	City of Ellensburg
	City of Garden City	City of Eugene	City of Myrtle Beach	City of Manti	City of Elma
	City of Genesee	City of Fairview	City of New Ellenton	City of Mapleton	City of Entiat
	City of Georgetown	City of Falls City	City of Newberry	City of Marriott-Slaterville	City of Enumclaw
	City of Glens Ferry	City of Florence	City of North Augusta	City of Mendon	City of Ephrata
	City of Gooding	City of Forest Grove	City of North Charleston	City of Midvale	City of Everett
	City of Grace	City of Fossil	City of North Myrtle Beach	City of Midway	City of Everson
	City of Grand View	City of Garibaldi	City of Orangeburg	City of Millford	City of Federal Way
	City of Grangeville	City of Gaston	City of Pickens	City of Millville	City of Ferndale
	City of Greenleaf	City of Gates	City of Rock Hill	City of Moab	City of Fife
	City of Hagerman	City of Gearhart	City of Seneca	City of Mona	City of Fircrest
	City of Hailey	City of Gervais	City of Simpsonville	City of Monroe	City of Forks
	City of Hansen	City of Gladstone	City of Spartanburg	City of Monticello	City of George
	City of Harrison	City of Glendale	City of Sumter	City of Morgan	City of Gig Harbor
	City of Hayden	City of Gold Beach	City of Tega Cay	City of Moroni	City of Gold Bar
	City of Hazelton	City of Gold Hill	City of Travelers Rest	City of Mt. Pleasant City	City of Goldendale
	City of Heyburn	City of Grants Pass	City of Union	City of Murray	City of Grand Coulee
	City of Hollister	City of Greenhorn	City of Walhalla	City of Myton	City of Grandview
	City of Homedale	City of Gresham	City of Walterboro	City of Naples	City of Granger
	City of Hope	City of Haines	City of Wellford	City of Nephi	City of Granite Falls
	City of Horseshoe Bend	City of Halfway	City of West Columbia	City of Nibley	City of Harrington
	City of Huetter	City of Halsey	City of Westminster	City of North Logan	City of Hoquiam
	City of Idaho City	City of Happy Valley	City of Woodruff	City of North Ogden	City of Ilwaco
	City of Idaho Falls	City of Harrisburg	City of York	City of North Salt Lake	City of Issaquah
	City of Inkom	City of Helix	Town of Allendale	City of Oakley	City of Kahlstus
	City of Island Park	City of Heppner	Town of Andrews	City of Ogden	City of Kalama
	City of Jerome	City of Hermiston	Town of Atlantic Beach	City of Orangeville	City of Kelso
	City of Juliaetta	City of Hillsboro	Town of Awendaw	City of Orem	City of Kenmore
	City of Kamiah	City of Hines	Town of Aynor	City of Panguitch	City of Kennewick
	City of Kellogg	City of Hood River	Town of Batesburg-Leesville	City of Park City	City of Kent
	City of Kendrick	City of Hubbard	Town of Bethune	City of Parowan	City of Kettle Falls
	City of Ketchum	City of Huntington	Town of Blacksburg	City of Payson	City of Kiriakland
	City of Kimberly	City of Idanha	Town of Blacksville	City of Perry	City of Kittitas
	City of Kootsika	City of Imbler	Town of Blenheim	City of Plain City	City of La Center
	City of Kuna	City of Independence	Town of Bluffton	City of Pleasant Grove	City of Lacey
	City of Lapwai	City of Irrigon	Town of Blythewood	City of Pleasant View	City of Lake Forest Park
	City of Lava Hot Springs	City of Island City	Town of Bowman	City of Price	City of Lake Stevens
	City of Lewiston	City of Jacksonville	Town of Branchville	City of Providence	City of Lakewood
	City of Mackay	City of Jefferson	Town of Briarcliffe Acres	City of Provo	City of Langley
	City of Malad City	City of John Day	Town of Brunson	City of Richfield	City of Leavenworth
	City of Marsing	City of Johnson City	Town of Calhoun Falls	City of Richmond	City of Liberty Lake
	City of McCall	City of Joseph	Town of Cameron	City of River Heights	City of Long Beach
	City of McCammon	City of Junction City	Town of Campobello	City of Riverdale	City of Longview
	City of Melba	City of Keizer	Town of Central	City of Riverton	City of Lynden
	City of Menan	City of King City	Town of Chapin	City of Roosevelt	City of Lynnwood
	City of Meridian	City of Klamath Falls	Town of Cheraw	City of Roy	City of Mabton
	City of Middleton	City of La Grande	Town of Chesterfield	City of Salem	City of Maple Valley
	City of Midvale	City of La Pine	Town of Clio	City of Salina	City of Marysville
	City of Moscow	City of Lafayette	Town of Clover	City of Salt Lake City	City of Mattawa
	City of Mountain Home	City of Lake Oswego	Town of Cottageville	City of Sandy	City of McCleary
	City of Mullan	City of Lakeside	Town of Coward	City of Santa Clara	City of Medical Lake
	City of Murtaugh	City of Lebanon	Town of Cowpens	City of Santaquin	City of Medina
	City of Nampa	City of Lincoln City	Town of Denmark	City of Saratoga Springs	City of Mercer Island
	City of New Meadows	City of Lonerock	Town of Donalds	City of Smithfield City	City of Mesa
	City of New Plymouth	City of Lostine	Town of Due West	City of South Jordan	City of Mill Creek
	City of Newdale	City of Lowell	Town of Duncan	City of South Ogden	City of Milton
	City of Newport	City of Lyons	Town of Eastover	City of South Salt Lake City	City of Monroe
	City of Notus	City of Madras	Town of Edgfield	City of South Weber	City of Montezano
	City of Orofino	City of Malin	Town of Edisto Beach	City of Spanish Fork	City of Morton
	City of Osburn	City of Manzanita	Town of Ehrhardt	City of Spring City	City of Moses Lake
	City of Parker	City of Maupin	Town of Elgin	City of Springville	City of Mossyrock
	City of Parma	City of McMinnville	Town of Ellore	City of St. George	City of Mountlake Terrace
	City of Paul	City of Medford	Town of Estill	City of Sunnyside	City of Moxee
	City of Payette	City of Metolius	Town of Eutawville	City of Sunset	City of Mt. Vernon
	City of Pierce	City of Mill City	Town of Fairfax	City of Syracuse	City of Mukilteo
	City of Pinehurst	City of Millersburg	Town of F. Mill	City of Taylorsville	City of Napavine
	City of Plummer	City of Milton-Freewater	Town of Furman	City of Tooele	City of Newcastle
	City of Pocatello	City of Milwaukie	Town of Gaston	City of Toquerville	City of Newport
	City of Ponderay	City of Molalla	Town of Gifford	City of Tremonton	City of Nooksack
	City of Post Falls	City of Monmouth	Town of Gilbert	City of Tropic	City of Normandy Park
	City of Potlatch	City of Monroe	Town of Govan	City of Uintah	City of North Bend
	City of Preston	City of Monument	Town of Gray Court	City of Vernal	City of North Bonneville
	City of Priest River	City of Moro	Town of Great Falls	City of Washington	City of Oak Harbor
	City of Rathdrum	City of Mosier	Town of Greeleyville	City of Washington Terrace	City of Oakville
	City of Reubens	City of Mt. Angel	Town of Hampton	City of Wellington	City of Ocean Shores
	City of Reuburg	City of Mt. Vernon	Town of Harleysville	City of Wellsville	City of Okanogan
	City of Richfield	City of Myrtle Creek	Town of Heath Springs	City of Wendover	City of Olympia
	City of Rigby	City of Myrtle Point	Town of Hemmingway	City of West Bountiful	City of Omak
	City of Riggins	City of Nehalem	Town of Hilda	City of West Haven City	City of Oroville
	City of Ririe	City of Newberg	Town of Hilton Head Island	City of West Jordan	City of Orting
	City of Roberts	City of Newport	Town of Hodges	City of West Point	City of Othello

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Rockland City of Rupert City of Salmon City of Sandpoint City of Shelley City of Shoshone City of Smelterville City of Soda Springs City of Spirit Lake City of St. Anthony City of St. Charles City of Stanley City of Star City of Stites City of Sugar City City of Sun Valley City of Tensed City of Tetonia City of Troy City of Twin Falls City of Ucon City of Victor City of Wallace City of Weippe City of Weiser City of Wendell City of Weston City of White Bird City of Wilder City of Winchester Higher Education Boise State University College of Southern Idaho College of Western Idaho Eastern Idaho Technical College Idaho Division of Professional Technical Education Idaho State University Lewis Clark State College North Idaho College University of Idaho Education (K-12) Aberdeen School District No. 58 Arbon Elementary School District No. 383 Avery School District Basin School District No. 72 Bear Lake County School District No. 33 Bear Lake School District No. 33 Blackfoot School District No. 55 Blaine County School District No. 61 Bliss Joint School District No. 234 Bonneville Joint School District No. 93 Boundary County School District No. 101 Bruneau-Grand View Joint School District Buhl Joint School District No. 412 Butte County Joint School District No. 111 Caldwell School District No. 132 Camas County School District No. 121 Cambridge School District Cascade School District No. 422 Cassia County Joint School District No. 151 Castleford Joint School District No. 417 Challis Joint School District No. 181 Clark County School District No. 161 Coeur d'Alene School District No. 271 Cottonwood Joint School District No. 242 Council School District No. 13 Culdesac Joint School District No. 342 Dietrich School District No. 314 Emmett Independent School District No. 221 Filer School District No. 413 Firth School District No. 59 Fremont County School District No. 215 Fruitland School District No. 373 Garden Valley School District Genesee Joint School District No. 282 Glenns Ferry Joint School District No. 192 Gooding Joint School District No. 231 Grace Joint School District No. 148 Hagerman Joint School District No. 233 Hansen School District No. 415 Highland Joint School District No. 305 Homedale School District No. 370 Horseshoe Bend School District No. 73 Idaho Falls School District No. 91 Independent School District of Boise City Jefferson County School District No. 251 Jerome Joint School District No. 261 Joint School District No. 2 Kamiah School District No. 304 Kellogg Joint School District 391 Kendrick Joint School District No. 283 Kimberly School District No. 414 Kootenai School District No. 274 Kuna Joint School District No. 3	City of North Bend City of North Plains City of North Powder City of Nyssa City of Oakland City of Oakridge City of Ontario City of Oregon City City of Paisley City of Pendleton City of Philomath City of Phoenix City of Pilot Rock City of Port Orford City of Portland City of Powers City of Prairie City City of Prineville City of Rainier City of Redmond City of Reedsport City of Richland City of Riddle City of Rockaway Beach City of Rogue River City of Roseburg City of Rufus City of Salem City of Sandy City of Scappoose City of Scio City of Scotts Mills City of Seaside City of Seneca City of Shady Cove City of Sheridan City of Sherwood City of Siletz City of Silverton City of Sisters City of Sodaville City of Spray City of Springfield City of St. Helens City of St. Paul City of Starfield City of Stayton City of Sublimity City of Sumpter City of Sutherlin City of Sweet Home City of Talent City of Tangent City of The Dalles City of Tigard City of Tillamook City of Toledo City of Troutdale City of Tualatin City of Turner City of Ukiah City of Unatilla City of Union City of Unity City of Vale City of Veneta City of Vernonia City of Waldport City of Wallowa City of Warrenton City of Wasco City of West Linn City of Westfir City of Weston City of Wheeler City of Willamina City of Wilsonville City of Winston City of Wood Village City of Woodburn City of Yachats City of Yamhill City of Yoncalla Town of Bonanza Town of Butte Falls Jefferson County School District No. 251 Town of Lakeview Town of Lexington Higher Education Blue Mountain Community College Central Oregon Community College Chemeketa Community College Clackamas Community College Clatsop Community College	Town of Holly Hill Town of Hollywood Town of Honea Path Town of Irmo Town of Iva Town of Jackson Town of James Island Town of Jamestown Town of Jefferson Town of Jenkinsville Town of Johnston Town of Jonesville Town of Kershaw Town of Kiawah Island Town of Kingstree Town of Lake View Town of Lamar South Carolina Town of Lane Town of Latta Town of Lexington Town of Lincolnville Town of Little Mountain Town of Lockhart Town of Lyman Town of Lynchburg Town of Mayesville Town of McBee Town of McClellanville Town of McCall Town of McCormick Town of Meggett Town of Moncks Corner Town of Mt. Pleasant Town of Neeses Town of New Ellenton Town of Nichols Town of Ninety Six Town of Norris Town of North Town of Norway Town of Olanda Town of Pacolet Town of Pageland Town of Pamplico Town of Patrick Town of Pawleys Island Town of Pelton Town of Pelzer Town of Pendleton Town of Perry Town of Port Royal Town of Prosperity Town of Ravenel Town of Reidsville Town of Ridge Spring Town of Ridgeland Town of Ridgeville Town of Ridgeway Town of Saint Matthews Town of Saint Stephen Town of Salem Town of Salley Town of Saluda Town of Santee Town of Scranton Town of Seabrook Island Town of Sellers Town of Sharon Town of Six Mile Town of Snelling Town of Society Hill Town of South Congaree Town of Springdale Town of St. George Town of St. Matthews Town of Stuckey Town of Sullivans Island Town of Summerton Town of Summerville Town of Summit Town of Surfside Beach Town of Swansea Town of Timmonsville Town of Trenton Town of Turbeville Town of Ulmer Town of Varnville Town of Wagener Town of Ward Town of Ware Shoals Town of West Pelzer Town of West Union Town of Whitmire Town of Williamston	City of West Valley City City of Willard City of Woodland Hills City of Woods Cross Town of Alta Town of Altamont Town of Alton Town of Amalgam Town of Annabella Town of Antimony Town of Apple Valley Town of Ballard Town of Bear River City Town of Bicknell Town of Big Water Town of Boulder Town of Brian Head Town of Bryce Canyon City Town of Latta Town of Cannonville Town of Castle Valley Town of Cedar Fort Town of Centerfield Town of Central Valley Town of Circleville Town of Clarkston Town of Clawson Town of Cleveland Town of Cornish Town of Daniel Town of Deweyville Town of Eagle Mountain Town of Elmo Town of Elsinore Town of Elwood Town of Emery Town of Fairfield Town of Francis Town of Garden City Town of Genola Town of Glendale Town of Glenwood Town of Goshen Town of Hanksville Town of Hatch Town of Henefer Town of Henrieville Town of Hideout Town of Hinckley Town of Holden Town of Howell Town of Huntsville Town of Joseph Town of Junction Town of Kanarraville Town of Kanosh Town of Kingston Town of Kooshareem Town of Leeds Town of Levan Town of Loa Town of Manila Town of Mantua Town of Marysville Town of Meadow Town of Minersville Town of New Harmony Town of Newton Town of Ophir Town of Orderville Town of Paradise Town of Paragonah Town of Portage Utah Town of Randolph Town of Redmond Town of Rockville Town of Rocky Ridge Town of Rush Valley Town of Scipio Town of Seckville Town of Sigurd Town of Springdale Town of Stockton Town of Toquerville Town of Torrey Town of Trenton Town of Ulmer Town of Utricht Town of Verron Town of Vineyard Town of Virgin Town of Wales Town of Wallsburg Uintah Basin Association of Governments Higher Education	City of Pacific City of Palouse City of Pasco City of Pateros City of Pomeroy City of Port Angeles City of Port Orchard City of Port Townsend City of Poulsbo City of Prosser City of Pullman City of Puyallup City of Quincy City of Rainier City of Raymond City of Redmond City of Renton City of Republic City of Richland City of Richfield City of Riverville City of Rock Island City of Roslyn City of Roy City of Royal City City of Sammamish City of SeaTac City of Seattle City of Sedro-Woolley City of Selah City of Sequim City of Shelton City of Shoreline City of Snohomish City of Snoqualmie City of Soap Lake City of South Bend City of Spokane City of Spokane Valley City of Sprague City of Stanwood City of Stevenson City of Sultan City of Sumas City of Sumner City of Sunnyvale City of Tacoma City of Tekoa City of Tenino City of Tieton City of Toledo City of Tonasket City of Toppenish City of Tukwila City of Tumwater City of Union Gap City of University Place City of Vader City of Vancouver City of Waitsburg City of Walla Walla City of Wapato City of Warden City of Washougal City of Wenatchee City of West Richland City of Westport City of White Salmon City of Winlock City of Woodinville City of Woodland City of Yakima/Yakima County City of Yelm City of Zillah Consolidated Borough of Quil Ceda Village Grays Harbor Council of Governments Town of Almira Town of Beaux Arts Village Town of Bucoda Town of Carbonado Town of Cathlamet Town of Clyde Hill Town of Colton Town of Conconully Town of Concrete Town of Coulee City Town of Coulee Dam Town of Coupeville Town of Creston Town of Cusick Town of Darrington Town of Eastonville Town of Elmer City Town of Endicott

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Lake Pend Oreille School District No. 84 Lakeland School District No. 272 Lawwai School District No. 341 Lewiston Independent School District No. 1 Mackay School District No. 182 Madison School District No. 321 Marsh Valley Joint School District No. 21 Marsing Joint School District No. 363 McCall-Donnelly Joint School District No. 421 Meadows Valley School District No. 11 Melba School District No. 136 Middleton School District No. 134 Middle School District No. 483 Minidoka School District No. 331 Moscow School District No. 281 Mountain Home School District No. 193 Mountain View School District No. 244 Mullan School District 392 Murtaugh Joint School District No. 418 Nampa Christian Schools Inc. Nampa School District No. 131 New Plymouth School District Nez Perce Joint School District No. 302 North Gem School District No. 149 Notus School District Oneida County School District No. 351 Orofino Joint School District No. 171 Parma School District No. 137 Payette School District No. 371 Plummer-Worley Joint School District No. 44 Pocatello-Chubbuck School District No. 25 Post Falls School District No. 273 Potlatch School District No. 285 Preston Joint School District No. 201 Richfield School District No. 316 Ririe Joint School District No. 252 Rockland School District No. 382 Salmon River Joint School District No. 243 Salmon School District No. 291 Shelley School District No. 60 Shoshone Joint School District No. 312 Snake River School District Soda Springs Joint School District No. 150 South Lemhi School District No. 292 St. Maries Joint School District No. 41 Sugar-Salem Joint District No. 322 Swan Valley Elementary School District No. 33 Swan Valley School District No. 92 Teton County School District No. 401 Three Creek Joint School District No. 416 Troy School District No. 287 Twin Falls School District No. 411 Valley School District No. 262 Vallivue School District No. 139 Vision Charter School District # 463 Wallace School District No. 393 Weiser School District No. 431 Wendell School District No. 232 West Bonner County School District No. 83 West Jefferson School District No. 253 West Side School District No. 202 Whitpaine Joint School District No. 288 Wildor School District No. 153	Columbia Gorge Community College Eastern Oregon University Klamath Community College District Lane Community College Linn-Benton Community College Mt. Hood Community College Oregon Coast Community College Oregon Department of Community Colleges and Workforce Development Oregon Health and Science University Oregon Institute of Technology Oregon State University Oregon State University, Oregon Agricultural Experiment Station Oregon University System Portland Community College Portland State University Reed College Rogue Community College Southern Oregon University Southern Oregon University Family Housing Southwestern Oregon Community College Tillamook Bay Community College Treasure Valley Community College Umpqua Community College University of Oregon Western Oregon University Education (K-12) Adel School District 21 Adrian School District Alsea School District No. 7J Amity School District 4J Annex School District 29 Arlington School District No. 3 Arocl School District No. 81 Ashland School District No. 5 Ashwood School District Astoria School District No. 1C Athena-Weston School District No. 29RJ Baker School District No. 5J Bandon School District Banks School District No. 13 Beaverton School District No. 48 Bend-La Pine Public Schools Bethel School District No. 52 Blachly School District Blachly School District 90 Brookings Harbor School District Canas Valley School District Canby School District No. 86 Cascade School District No. 5 Centennial School District No. 28J Central Curry School District No. 1 Central Linn School District Central Point School District No. 6 Central School District No. 13J Clackamas Education Service District Clatskanie School District No. 6J Colton School District No. 53 Columbia Gorge Education Service District Condon School District No. 25J Coos Bay School District No. 9 Coquille School District No. 8 Corbett School District No. 39 Corvallis School District No. 509J Cove School District No. 15 Crane Elementary School District Creswell School District No. 40 Crook County School District Crow-Applegate-Lorane School District No. 66 Culver School District No. 4 Dallas School District No. 2 David Douglas School District No. 40 Dayton School District No. 8 Dayville School District No. 16J Douglas County School District Douglas County School District No. 4 Douglas Education Service District Dufur School District No. 29 Eagle Point School District No. 9 Eola School District No. 5 Elgin School District Elkton School District No. 34 Enterprise School District No. 21 Estacada School District No. 108 Eugene School District No. 4J Falls City School District Fern Ridge School District No. 28J Forest Grove School District Fossil School District 21J Gaston School District 511J Gervais School District Gladstone School District Glendale School District No. 77 Glide School District Grant County Education Service District	Town of Williston Town of Winnsboro Town of Yemassee Higher Education Aiken Technical College Beaufort Jasper Higher Education Commission Central Carolina Technical College Clemson University Coastal Carolina University College of Charleston Denmark Technical College Florence-Darlington Technical College Francis Marion University Greenville Technical College Horry-Georgetown Technical College Lander University Medical University of South Carolina Midlands Technical College Northeastern Technical College Orangeburg-Calhoun Technical College Piedmont Technical College South Carolina State Board for Technical and Comprehensive Education South Carolina State University South Carolina Technical College System Spartanburg Community College Technical College of the Lowcountry The Citadel Tri-County Technical College Trident Technical College University of South Carolina University of South Carolina, Aiken University of South Carolina, Upstate Williamsburg Technical College Winthrop University York Technical College Education (K-12) Abbeville County School District Aiken County Public Schools Allendale County School District Anderson County School Districts 1 and 2 Career and Technology Center Anderson School District No. 1 Anderson School District No. 2 Anderson School District No. 3 Anderson School District No. 4 Anderson School District No. 5 Bamberg School District No. 1 Bamberg School District No. 2 Barnwell School District No. 45 Beaufort County School District Berkeley County School District Blackville-Hilda Public Schools Calhoun County School District Charleston County School District Cherokee County School District Chester County School District Chesterfield County School District Clarendon County School District No. 1 Clarendon County School District No. 2 Clarendon County School District No. 3 Clover School District No. 2 Colleton County School District Darlington County School District Delta R-V School District Dillon County School District No. 1 Dillon County School District No. 2 Dillon County School District No. 3 Dillon County School District No. 4 Diocese Of Charleston Schools Dorchester School District No. 2 Dorchester School District No. 4 Edgefield County Schools Fairfield County School District Florence County School District No. 1 Florence County School District No. 2 Florence County School District No. 3 Florence County School District No. 4 Florence County School District No. 5 Ft. Mill School District No. 4 Georgetown County School District Greenville County School District Greenwood School District No. 50 Greenwood School District No. 52 Hampton County School District No. 2 Hampton School District No. 1 Horry County Schools Jasper County School District John de la Howe School District Kershaw County School District Lancaster County School District Laurens County School District No. 55 Laurens County School District No. 56 Lee County School District Legacy Charter Schools Lexington County School District No. 1	College of Eastern Utah Davis Applied Technology College Dixie Applied Technology College Dixie State University Mountainland Applied Technology College Rocky Mountain University of Health Professions Salt Lake Community College Snow College Southern Utah University Tooele Applied Technology College Uintah Basin Applied Technology College University of Utah University of Utah Hospitals and Clinics Utah State University Utah System of Higher Education Utah Valley University Weber State University Education (K-12) Alpine School District Beaver County School District Bridger County School District Cache County School District Canyons School District Carbon School District Centro De La Familia De Utah Head Start Program School District Daggett School District Davis School District Duchesne County School District Emery County School District Freedom Preparatory Academy School District Garfield County School District Grand County School District Granite School District Iron County School District Jordan School District Juab School District Kane County School District Logan City School District Millard School District Morgan School District Mountainland Head Start Program School District Office Murray City School District Nebo School District North Sanpete County School District North Sanpete School District Ogden City School District Ogden City School District Park City School District Piute County School District Provo City School District Rich County School District Rich School District Rural Utah Child Development Head Start Program School District Office Salt Lake City School District San Juan School District Sevier School District South Sanpete School District South Summit School District Suu Head Start Program School District Thomas Edison Charter Schools Tintic School District Tooele County School District Uintah School District Wasatch County School District Washington County School District Wayne County School District Weber School District Special District Ash Creek Special Service District Ashley Valley Water and Sewer Improvement District Baldwin Valley Water and Sewer Improvement District Bear Lake Special Service District Bear River Water Conservancy District Benchland Water District Benson Culinary Water Improvement District Bona Vista Water Improvement District Cache Mosquito Abatement District Cache Valley Transit District Canyonlands Health Care Special Service District Carbon County Housing Authority Carbon County Municipal Building Authority Carbon County Recreation Transportation Special Service District Carbon Water Conservancy District Castle Valley Special Service District Cedar City Housing Authority Cedar Mountain Fire Protection District Cedarview-Montwell Special Service District Central Davis County Sewer District Central Iron County Water Conservancy District Central Utah Water Conservancy District Central Weber Sewer Improvement District Charleston Water Conservancy District Copperton Improvement District Cottonwood Improvement District	Town of Fairfield Town of Farmington Town of Friday Harbor Town of Garfield Town of Hamilton Town of Harrah Town of Hatton Town of Hunts Point Town of Index Town of Ione Town of La Conner Town of LaCrosse Town of Lamont Town of Latah Town of Lind Town of Lyman Town of Malden Town of Mansfield Town of Marcus Town of Metairie Town of Millwood Town of Naches Town of Nespelem Town of Northport Town of Oakesdale Town of Odessa Town of Pe Ell Town of Prescott Town of Reardan Town of Riverside Town of Rockford Town of Rosalia Town of Ruston Town of Skykomish Town of South Cle Elum Town of South Prairie Town of Spangle Town of Springdale Town of St. John Town of Steilacoom Town of Twisp Town of Uniontown Town of Washtucna Town of Waterville Town of Waverly Town of Wilbur Town of Wilkeson Town of Willy Creek Town of Winthrop Town of Woodway Town of Yacolt Town of Yarrow Point Higher Education Bates Technical College Bellevue Community College Bellingham Technical College Big Bend Community College Cascadia Community College Central Washington University Centralia College Clark College Clover Park Technical College Columbia Basin Community College Community Colleges of Spokane Eastern Washington University Edmonds Community College Everett Community College Evergreen State College Grays Harbor College Green River Community College Highline Community College Lake Washington Institute of Technology Lower Columbia College Northwest Indian College Olympic College Peninsula College Pierce College Renton Technical College Seattle Community College District VI Shoreline Community College Skagit Valley College South Puget Sound Community College Tacoma Community College University of Washington Walla Walla Community College Washington State Board for Community and Technical Colleges Washington State Higher Education Facilities Authority Washington State Student Achievement Council Washington State University Washington State University, Vancouver Wenatchee Valley College Western Washington University Whatcom Community College Yakima Valley Community College

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Cascade Rural Fire District	Grant School District No. 3	Lexington County School District No. 2	Davis Community Housing Authority	Education (K-12)
	Castleford Rural Fire District	Grants Pass School District No. 7	Lexington County School District No. 3	Davis County Housing Authority	Aberdeen School District No. 5
	Central Fire District	Greater Albany Public School District 8J	Lexington County School District No. 4	Davis-Salt Lake Aerial Spray Authority	Adna School District No. 226
	Central Orchards Sewer District	Gresham-Barlow School District	Lexington-Richland Upper County Water Improvement District	Duchesne County Upper County Water Improvement District	Almira School District No. 17
	Central Shoshone County Water District	Harney County School District No. 3	Marion County School District	Duchesne County Water Conservancy District	Anacortes School District No. 103
	Clark County District Library	Harney Education Service District	Marion County School District No. 7	Emery County Housing Authority	Arlington Public Schools
	Clarkia Free Library District	Harper School District No. 66	Mariboro County School District	Emery County Municipal Building Authority	Asotin-Anatone School District
	Clarkia Highway District	Harrisburg School District No. 7	McCormick County School District	Emery County Special Service District No. 1	Auburn School District No. 408
	Clearwater Free Library District	Helix School District No. 1-R	Newberry County School District	Emery Water Conservancy District	Bainbridge Island School District No. 303
	Clearwater Highway District	Hermiston School District	Oconee County School District	Emigration Improvement District	Battle Ground School District No. 119
	Clearwater Soil and Water Conservation District	High Desert Education Service District	Orangeburg Consolidated School District Four	Fruitland Special Service District	Belleveue Christian School District
	Clearwater Water District	Hillburo School District No. 1J	Orangeburg County Consolidated School District No. 3	Garden City Fire District	Belleveue School District No. 405
	Consolidated Free Library District	Hood River County School District	Orangeburg County Consolidated School District No. 5	Grand County Housing Authority	Bellingham School District No. 301
	Cottonwood Highway District	Huntington School District No. 16J	Pickens County School District	Granger-Hunter Improvement District	Benge School District No. 122
	Custer Soil and Water Conservation District	Imbler School District No. 11	Richland County School District No. 1	Heber Valley Special Service District	Bethel School District No. 403
	Dietrich Fire District	InterMountain Education Service District	Richland County School District No. 2	Hooper Water Improvement District	Bickleton School District
	Dietrich Highway District	Ione School District R2	Rock Hill School District No. 3	Jensen Water Improvement District	Blaine School District No. 503
	Doumeq Highway District	Jackson County School District No. 9	Saluda School District No. 1	Johnson Water Improvement District	Boistfort School District No. 234
	Downey Swan Lake Highway District	Jackson Education Service District	South Carolina Public Charter School District	Jordan Valley Water Conservancy District	Bremerton School District
	Dry Creek Cemetery Maintenance District	Jefferson County School District No. 509-J	Spartanburg County School District No. 1	Jordanville Special Service District	Brewster School District No. 111
	Eagle Fire Protection District	Jefferson School District	Spartanburg County School District No. 2	Joab Special Service Fire District	Bridgport School District No. 75
	Eagle Sewer District	Jewell School District No. 8	Spartanburg County School District No. 3	Kane County Water Conservancy District	Brimson School District No. 46
	East Bonner County Free Library District	John Day School District No. 3	Spartanburg County School District No. 4	Kearns Improvement District	Burlington-Edison School District No. 100
	East Bonner County Library District	Jordan Valley School District No. 3	Spartanburg County School District No. 5	Lake Point Improvement District	Camas School District
	East Greenacres Irrigation District	Joseph School District No. 6	Spartanburg County School District No. 6	Logan-Cache Airport Authority	Cape Flattery School District No. 401
	Eastern Idaho Public Health District	Junction City School District No. 69	Spartanburg County School District No. 7	Maeser Water and Sewer Improvement District	Capital Region Educational Service District No. 113
	Eastern Idaho Regional Wastewater Authority	Klamath County School District	Sumter School District	Magna Mosquito Abatement District	Carbonado Historical School District No. 19
	Elk River Free Library District	Klamath Falls City Schools	Sumter School District No. 17	Magna Water District	Cascade Christian Schools
	Elmore Soil and Water Conservation District	Knappa School District	Sumter School District No. 2	Metropolitan Water District of Salt Lake and Sandy	Cascade School District No. 228
	Fenn Highway District	La Grande School District No. 1	Union County School District	Midvalley Improvement District	Cashmere School District No. 222
	Ferdinand Highway District	Lake County School District No. 7	Ware Shoals School District No. 51	Midway Sanitation District	Castle Rock School District No. 401
	Fish Haven Mosquito Abatement District	Lake Ed Service District	Williamsburg County Schools	Milford Area Healthcare Service District	Central Kitsap School District No. 401
	Fremont County District Library	Lake Oswego School District No. 7J	Williston School District No. 29	Moab Mosquito Abatement District	Central Valley School District No. 356
	Friedman Memorial Airport Authority	Lakeview School District No. 7	York School District No. 1	Moab Valley Fire Protection District	Centralia School District No. 401
	Garden Valley District Library	Lane Education Service District	Special District	Mountain Green Sewer Improvement District	Chehalis School District No. 302
	Garden Valley Fire Protection District	Lebanon Community School District No. 9	Abbeville Housing Authority	Mountain Regional Water Special Service District	Cheney School District No. 360
	Garden Valley Recreation District	Lincoln County School District	Alken Housing Authority	Mountain View Special Service District	Chewelah School District No. 36
	Gateway Fire Protection District	Linn-Benton-Lincoln Education Service District	Anderson Housing Authority	Mt. Olympus Improvement District	Chief Leschi School System
	Gem County Fire Protection District	Long Creek School District No. 17	Atlantic Beach Housing Authority	North Davis County Sewer District	Chimacum School District No. 49
	Gem County Mosquito Abatement District	Lowell School District No. 71	Beaufort Housing Authority	North Davis Fire District	Clarkston School District No. 1250-185
	Glenns Ferry Highway District	Mapleton School District No. 32	Beaufort-Jasper Water and Sewer Authority	North Emery Water Users Special Service District	Cle Elum-Roslyn School District
	Golden Gate Highway District No. 3	Marcola School District No. 79J	Beech Island Rural Community Water District	North Fork Special Services District	Clover Park School District No. 400
	Gooding County Memorial Hospital District	McKenzie School District	Belton-Honea Path Water Authority	North Pointe Solid Waste Special Service District	Colfax School District No. 300
	Grace District Library	McMinnville School District No. 40	Bennettsville Housing Authority	North Summit Fire District	College Place School District No. 250
	Grangeville Highway District	Medford School District No. 549C	Berea Public Service District	North Tooele County Fire Protection District	Colton School District No. 306
	Greater Bendier Water and Sewer District	Milton-Freewater School District No. 7	Berkeley County Water and Sanitation Authority	North Utah Water Conservancy District	Columbia School District No. 206
	Greater Boise Auditorium District	Mitchell School District No. 55	Big Creek Water and Sewerage District	North View Fire District	Columbia School District No. 206, Stevens County
	Greater Middleton Parks and Recreation District	Molalla River School District	Bluffton Township Fire District	Ogden Housing Authority	Columbia School District No. 400
	Greater Swan Valley Fire Protection District No. 2	Monument School District	Boiling Springs Fire District, Greenville County	Ouray Park Water Improvement District	Colville School District No. 115
	Groveland Water and Sewer District	Morrow County School District	Broad Creek Public Service District	Park City Fire Service District	Concrete School District No. 11
	Harbor View Estates Water and Sewer District	Mt. Angel School District	Buffalo-Mt. Pisgah Fire Protection District	Price River Water Improvement District	Conway Consolidated School District No. 317
	Hayden Lake Irrigation District	Multnomah Education Service District Consortium	Burton Fire District	Provo Housing Authority	Cosmopolis School District
	Hayden Lake Recreational Water and Sewer District	Myrtle Point School District	Central Midlands Regional Transit Authority	Rockville/Springdale Fire Protection District	Coulee-Hartline School District No. 151
	Hillsdale Highway District	Neah-Kah-Nie School District No. 56	Charleston Area Regional Transportation Authority	Roosevelt City Housing Authority	Cougville School District No. 204
	Homedale Highway District	Neah-Kah-Nie School District No. 101	Charleston County Aviation Authority	Salt Lake City Housing Authority	Crescent School District
	Hoo Doo Water and Sewer District	New Hope Christian Schools	Charleston County Housing and Redevelopment Authority	Salt Lake City Mosquito Abatement District	Creston School District No. 73
	Horseshoe Bend Fire Protection District	Newberg School District No. 29J	Charleston Housing Authority	Salt Lake County Housing Authority	Curlew School District No- 50
	Idaho Soil and Water Conservation District	North Bend School District No. 13	Charleston Naval Complex Redevelopment Authority	Sandy Suburban Improvement District	Cusick School District
	Indian Valley Rural Fire District	North Central Education Service District	Charleston Soil and Water Conservation District	Scofield Reservoir Special Service District	Darrington School District No. 330
	Iona-Bonneville Sewer District	North Clackamas School District No. 12	Cheraw Housing Authority	Sevier County Special Service District No. 1	Davenport School District No. 207
	Island Park Fire District	North Douglas School District No. 22	Chester Housing Authority	Skyline Mountain Special Service District	Dayton School District No. 2
	Jerome Highway District	North Lake School District	Chester Metropolitan District	Snyderville Basin Special Recreation District	Deer Park School District No. 414
	Jerome Recreation District	North Marion School District No. 15	Chester Sewer District	Snyderville Basin Water Reclamation District	Dieringer School District
	Jerome Rural Fire District No. 1	North Santiam School District No. 29	Coast Regional Transportation Authority	Solid Waste Special Service District No. 1	Divie School District
	Kamiah Fire Protection District	North Wasco County School District No. 21	Columbia Housing Authority	South Davis Sewer District	East Valley School District No. 361
	Kamiah Highway District	Northwest Regional Education Service District	Conway Housing Authority	South Davis Water District	East Valley School District No. 361, Spokane County
	Ketchum Rural Fire Protection District	Nysa School District No. 26	Daniel Morgan Water District	South Ogden Conservation District	East Valley School District No. 90, Yakima County
	Kidder Harris Highway District	Oakland School District	Darlington County Fire District	South Salt Lake Valley Mosquito Abatement District	Eastmont School District No. 206
	Kingston Water District	Oakridge School District No. 76	Darlington County Water and Sewer Authority	South Summit Fire Protection District	Eatonville School District No. 404
	Kootenai County Water District No. 1	Ontario School District No. 86	Darlington Housing Authority	South Utah Valley Solid Waste District	Edmonds School District No. 15
	Kootenai Ponderosa Irrigation District	Oregon City School District No. 62	Donalds Due West Water and Sewer Authority	South Valley Sewer Improvement District	Educational Service District No. 112
	Kootenai-Shoshone Soil and Water Conservation Distr	Oregon Trail School District No. 46	Dorchester County Sales Tax Transportation Authority	Southeastern Utah Housing Authority	Ellensburg School District No. 401
	Kuna Library District	Paisley School District No. 11	Dorchester County Water Authority	Spanish Valley Water and Sewer Improvement District	Elma School District No. 68
	Laclede Water District	Parkrose School District No. 3	Duncan Chapel Fire District	St. George Housing Authority	Endicott School District No. 308
	Lakes Highway District	Pendleton School District No. 16	Easley Housing Authority	Stansbury Park Improvement District	Entiat School District No. 127
	Latah County Library District	Perrydale School District No. 21J	Easley-Central Water District	Strawberry Electric Service District	Enumclaw School District No. 216
	Latah Soil and Water Conservation District	Philomath School District No. 17J	East Richland County Public Service District	Sugar House Park Authority	Ephrata School District No. 165
	Lemhi Soil and Water Conservation District	Phoenix-Talent School District	Edgefield County Water and Sewer Authority	Tabby Valley Park Special Service District	Evaline School District No. 36
	Lewiston Orchards Irrigation District	Pilot Rock School District No. 2	Florence Housing Authority	Taylorville Water Improvement District	Everett School District No. 2
	Lewiston-Nez Perce County Regional Airport Authority	Pine Eagle School District No. 61	Fort Mill Housing Authority	Thompson Special Service District	Evergreen School District No. 114, Clark County
	Lincoln County Recreation District	Pinehurst School District	Fripp Island Public Service District	Timpanogas Special Service District	Evergreen School District No. 205
	Little Blacktail Ranch Water District	Pleasant Hill School District	Gaffney Housing Authority	Tooele County Housing Authority	Everglades Way Public Schools
	Little Wood River Library District	Plush School District 18	Gaston Rural Community Water District	Tooele County Recreation Special Service District	Ferndale School District No. 502
	Lizard Butte Library District	Port Orford-Langlois School District No. 2CJ	Georgetown County Water and Sewer District	Tridell-Lapoint Water Improvement District	File School District No. 417
	Lost River Highway District	Portland Public School District No. 1	Georgetown Housing Authority	Uintah Animal Control and Shelter Special Service District	Finley School District
	M&T Water and Sewer District	Powers School District No. 31	Gilbert-Summit Rural Water District	Uintah County Municipal Building Authority	Franklin Pierce School District No. 402
	MacKay Free Library District	Prairie City School District No. 13	Grand Strand Water and Sewer Authority	Uintah Fire Suppression Special Service District	Freeman School District No. 358
	Madison Library District	Prospect School District	Greenville Arena District	Uintah Health Care Special Service District	Garfield School District No. 302
	Marsing Rural Fire District	Rainier School District No. 14	Greenville County Recreation District	Uintah Highlands Water and Sewer Improvement District	Glenwood School District
	McCall Fire Protection District	Redmond School District No. 2J	Greenville County Redevelopment Authority	Uintah Mosquito Abatement District	Goldendale School District
	McCall Memorial Hospital District	Reedsport School District No. 105	Greenville Transit Authority	Uintah Recreation District	Grand Coulee Dam School District
	Meridian Cemetery Maintenance District	Region 9 Education Service District	Greenwood Metropolitan District	Uintah Transportation Special Service District	Grandview School District No. 200
	Meridian Library District	Reynolds School District No. 7	Greer Housing Authority	Uintah Water Conservancy District	Granger School District No. 204
	Meridian Rural Fire Protection District	Riddle School District No. 70		Unified Fire Authority	Granite Falls School District No. 332

Appendix B

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Wilderness Ranch Fire Protection District	Colton Fire District	Township		Pateros School District
	Winona Highway District	Colton Water District	Township of Grand Meadow		Paterson School District No. 50
	Worley Fire District	Columbia Corridor Drainage Districts Joint Contracting Authority	Tribal		Pe Ell School District No. 301
	Worley Highway District	Columbia Health District	Catawba Indian Nation		Peninsula School District
State		Columbia Improvement District			Pioneer School District No. 402
	Idaho Department of Administration	Columbia River People's Utility District			Pomeroy School District No. 110
	Idaho Department of Health and Welfare	Columbia Soil and Water Conservation District			Port Angeles School District No. 121
	State Of Idaho	Coos County Airport District			Port Townsend School District No. 50
Tribal		Coos County Library Service District			Prescott School District No. 402-37
	Coeur d'Alene Tribe	Coquille Indian Housing Authority			Pride Prep Schools
	Kootenai Tribe of Idaho	Coquille Valley Hospital District			Prosser School District No. 116
	Nez Perce Tribal Enterprises	Corbett Water District			Puget Sound Educational Service District
	Nez Perce Tribe	Corvallis Rural Fire Protection District			Pullman School District No. 267
	Shoshone-Bannock Tribes	Cove Rural Fire Protection District			Puyallup School District No. 3
		Crooked River Ranch Rural Fire Protection District			Queets-Clearwater School District No. 20
		Crooked River Ranch Special Road District			Quilcene School District No. 48
		Curry Health District			Quillayute Valley School District No. 402
		Curry Public Library District			Quincy School District No. 144
		Dallas Cemetery District No. 4			Rainier School District No. 307
		Dean Minard Water District			Raymond School District No. 116
		Dee Rural Fire Protection District			Reardan-Edwall School District
		Deschutes County 911 Service District			Renton School District No. 403
		Deschutes County Rural Fire District No. 1			Republic School District
		Deschutes Valley Water District			Richland School District No. 400
		Devils Lake Water Improvement District			Ridgefield School District No. 122
		Dexter Rural Fire Protection District			Ritzville School District
		Douglas County Fire District No. 2			Riverside School District
		Douglas County Housing Authority			Riverview School District No. 407
		Douglas Soil and Water Conservation District			Rochester School District
		Drakes Crossing Rural Fire Protection District			Rosalia School District No. 320
		Dufur Recreation District			Royal School District
		Eagle Valley Soil and Water Conservation District			San Juan Island School District No. 149
		East Fork Irrigation District			Satsop School District No. 104
		East Multnomah Soil and Water Conservation District			Seattle Public Schools
		East Umatilla County Health District			Sedro-Woolley School District No. 101
		East Valley Water District			Selah School District No. 119
		Echo Rural Fire District			Selkirk School District No. 70
		Elsie-Vinemaple Rural Fire Protection District No. 11			Sequim School District No. 323
		Emerald People's Utility District			Shaw Island School District No. 10
		Estacada Rural Fire District No. 69			Shelton School District No. 309
		Fairview Water District			Shoreline School District No. 412
		Falcon Cove Beach Water District			Skykomish School District
		Farmers Irrigation District			Snohomish School District No. 201
		Gardiner Sanitary District			Snoqualmie Valley School District No. 410
		Gaston Rural Fire District			Soap Lake School District No. 156
		Gates Rural Fire Protection District			South Bend School District No. 118
		Gearhart Rural Fire Protection District			South Kitsap School District No. 402
		Glendale Rural Fire Protection District			South Whidbey School District No. 206
		Gleneden Sanitary District			Southside School District
		Goshen Fire District			Spokane Public Schools
		Government Camp Sanitary District			Sprague School District
		Grand Ronde Sanitary District			St. John School District No. 322
		Grant County Transportation District			Stanwood-Camano School District No. 401
		Grant Soil and Water Conservation District			Steilacoom Historical School District No. 1
		Grants Pass Irrigation District			Steptoe School District No. 304
		Green Sanitary District			Stevenson-Carson School District No. 303
		Hahlen Road Special District			Sultan School District No. 311
		Halsey-Shedd Rural Fire Protection District			Summit Valley School District 202
		Hamlet Rural Fire Protection District			Summer School District No. 320
		Harbor Sanitary District			Sunnyside School District No. 201
		Harbor Water Public Utility District			Tacoma School District No. 10
		Harney District Hospital			Taholah School District No. 77
		Harney Soil and Water Conservation District			Tahoma School District No. 409
		Harriman Rural Fire Protection District			Tekoa School District No. 265
		Hazeldell Rural Fire Protection District			Tenino School District No. 402
		Hebo Joint Water and Sewer Authority			Thorp School District No. 400
		Heceta Water District			Toledo School District No. 237
		Hermiston Cemetery District			Tonasnot School District
		Hermiston Fire and Emergency Services District			Toppenish School District No. 202
		Hermiston Irrigation District			Touchet School District No. 300
		Hood River County Library District			Toulie Lake School District No. 130
		Hood River County Transportation District			Trout Lake School District No. R-400
		Hood River Valley Parks and Recreation District			Tukwila School District No. 406
		Hoodland Fire District No. 74			Tumwater School District No. 33
		Hubbard Rural Fire Protection District			Union Gap School District No. 2
		Ice Fountain Water District			University Place School District No. 83
		Illinois Valley Rural Fire Protection District			Valley School District
		Ione Rural Fire Protection District			Valley School District No. 70
		Irrigon Community Park and Recreation Maintenance District			Vancouver School District No. 37
		Jackson County Airport Authority			Vashon Island School District No. 402
		Jackson County Fire District No. 3			Wahkiakum School District No. 200
		Jackson County Fire District No. 5			Wahluke School District No. 73
		Jackson County Housing Authority			Waitsburg School District
		Jackson County Library District			Walla Walla School District No. 140
		Jackson County Vector Control District			Wapato School District No. 207
		Jackson Soil and Water Conservation District			Warden School District No. 146-161
		Jefferson Rural Fire Protection District			Washington Schools Risk Management Pool
		John Day/Canyon City Parks and Recreation District			Washington State Educational Service District
		Junction City Rural Fire Protection District			Washougal School District
		Juniper Flat Rural Fire Protection District			Washtucna School District
		Keating Soil and Water Conservation District			Waterville School District No. 209
		Keizer Rural Fire Protection District			Wellpinit School District
		Keno Fire Protection District			Wenatchee School District No. 246
		Kernville-Gleneden Beach-Lincoln Beach Water District			West Valley School District No. 208, Yakima County

Idaho	Oregon	South Carolina	Utah	Washington
	Klamath County Fire District No. 1 Klamath County Library Service District Klamath Housing Authority Klamath Irrigation District Klamath Vector Control District La Grande Rural Fire Protection District La Pine Park and Recreation District La Pine Rural Fire Protection District La Pine Water District Lake District Hospital Lake Grove Water District Lakeside Fire District No. 4 Lane County Fire District No. 1 Lane Library District Lane Transit District Langlois Water District LaPine Special Sewer District Lebanon Aquatic District Lebanon Fire District Lewis and Clark Rural Fire Protection District Libby Drainage District Linn Benton Housing Authority Lookingglass Rural Fire District Lorane Rural Fire Protection District Lowell Rural Fire Protection District Lower Umpqua Hospital District Lusted Water District Madras Aquatic Center District Malheur County Housing Authority Malin Rural Fire Protection District Mapleton Water District Marion County Fire District No. 1 Marion Soil and Water Conservation District Medford Irrigation District Merrill Rural Fire Protection District Mid-County Cemetery Maintenance District Middle Fork Irrigation District Miles Crossing Sanitary Sewer District Mill City Rural Fire Protection District Milton-Freewater Water Control District Mist-Birkenfeld Rural Fire Protection District Mohawk Valley Rural Fire District Molalla River Improvement District Molalla Rural Fire Protection District No. 73 Monroe Rural Fire Protection District Morrow County Health District Mountain View Hospital District Mt. Angel Fire District Multnomah County Drainage District No. 1 Multnomah County Rural Fire Protection District No. 10 Multnomah County Rural Fire Protection District No. 14 Nesika Beach-Ophir Water District Neskowin Regional Sanitary Authority Neskowin Regional Water District Nestucca Rural Fire Protection District Netarts Oceanside Sanitary District Netarts-Oceanside Rural Fire Protection District North Bay Rural Protection Fire District North Bend City/Cooz-Curry Housing Authority North Central Public Health District North Clackamas Parks and Recreation District North County Recreation District North Gilliam Cemetery District North Gilliam County Rural Fire Protection District North Lincoln Fire and Rescue District No. 1 North Powder Rural Fire Protection District North Sherman County Rural Fire Protection District North Unit Irrigation District Northeast Oregon Housing Authority Northern Wasco County Park and Recreation District Northern Wasco County People's Utility District Northwest Oregon Housing Authority Nyssa Road Assessment District No. 2 Nyssa Rural Fire Protection District Oak Hill Sanitary District Oak Lodge Sanitary District Oak Lodge Water District Oceanside Water District Ochoco West Sanitary District Odell Sanitary District Ontario Library District Oregon Fire Districts Association Oregon Infrastructure Finance Authority Oregon Trail Library District Oregon Water Wonderland Unit II Sanitary District Owyhee Irrigation District Pacific City Joint Water Sanitary Authority Pacific Communities Health District Palatine Hill Water District Peninsula Drainage District No. 1 Peninsula Drainage District No. 2 Pilot Rock Fire Protection District Pine Grove Rural Fire Protection District Pleasant Hill Rural Fire Protection District		West Valley School District No. 363, Spokane County White Pass School District No. 303 White River School District No. 416 White Salmon Valley School District No. 405-17 Wilbur School District No. 200 Willapa Valley School District No. 160 Wilson Creek School District Winlock School District No. 232 Wishkah Valley School District No. 117 Woodland School District No. 404 Yakima School District No. 7 Yelm Community School District No. 2 Zillah School District No. 205	Special District Acme Water District No. 18 Adams County Fire Protection District No. 1 Adams County Mosquito Control District Aeneas Lake Irrigation District Alderwood Water and Wastewater District Alpine Water District Anacortes Housing Authority Annapolis Water District Asotin County Cemetery District No. 1 Asotin County Conservation District Asotin County Fire District No. 1 Asotin County Housing Authority Asotin County Public Utility District No. 1 Badger Mountain Irrigation District Bainbridge Island Metropolitan Park and Recreation District Basin City Water/Sewer District Bayview Beach Water District Beacon Hill Water and Sewer District Beehive Irrigation District Belfair Water District No. 1 Bellevue Convention Center Authority Bellingham Housing Authority Bellingham Public Development Authority Benton County Diking District No. 1 Benton County Fire Protection District No. 1 Benton County Fire Protection District No. 2 Benton County Fire Protection District No. 4 Benton County Fire Protection District No. 5 Benton County Fire Protection District No. 6 Benton County Mosquito Control District Benton County Public Utility District No. 1 Benton Irrigation District Benton-Franklin Health District Beverly Water District Birch Bay Water and Sewer District Black Diamond Water District Bremerton Housing Authority Buckhannon-Upshur County Airport Authority Burbank Irrigation District No. 4 Carnhope Irrigation District No. 7 Cascadia Conservation District Cedar River Water and Sewer District Central Klickitat County Park and Recreation District Central Pierce Fire and Rescue District No. 6 Central Puget Sound Regional Transit Authority Central Valley Ambulance Authority Chelan County Fire District No. 1 Chelan County Fire District No. 3 Chelan County Fire District No. 5 Chelan County Fire District No. 6 Chelan County Fire District No. 7 Chelan County Fire District No. 8 Chelan County Fire District No. 9 Chelan County Public Hospital District No. 1 Chelan County Public Utility District No. 1 Chelan County/Wenatchee Housing Authority Chelan-Douglas Health District Chinook Water District Chuckanut Community Forest Park District Clallam Conservation District Clallam County Fire District No. 2 Clallam County Fire District No. 5 Clallam County Fire District No. 6 Clallam County Fire Protection District No. 1 Clallam County Fire Protection District No. 3 Clallam County Fire Protection District No. 4 Clallam County Hospital District No. 1 Clallam County Housing Authority Clallam County Parks and Recreation District No. 1 Clallam County Public Hospital District No. 2 Clallam County Public Utility District No. 1 Clark County Fire District No. 10 Clark County Fire District No. 11 Clark County Fire District No. 13 Clark County Fire District No. 5 Clark County Fire Protection District No. 3 Clark County Fire Protection District No. 6 Clark County Public Utility District No. 1 Clark Regional Wastewater District Cline Irrigation District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Pleasant Home Water District Polk County Fire District No- 1 Polk County Housing Authority Polk Soil and Water Conservation District Portland Metropolitan Area Water District Public Procurement Authority Rainbow Water District Raleigh Water District Redmond Area Park and Recreation District Riddle Rural Fire District River Forest Acres Special Road District River Road Park and Recreation District Rivergrove Water District Roads End Sanitary District Roberts Creek Water District Rockwood Water People's Utility District Rogue River Cemetary Maintenance District Rogue Valley Transportation District Roseburg Urban Sanitary Authority Sable Drive Road District Salem Area Mass Transit District Salem Housing Authority Salem-Keizer Transit District Santa Clara Rural Fire Protection District Santiam Water Control District Scappoose Rural Fire District Scio Rural Fire District Scottsburg Rural Fire District Seal Rock Fire District Seal Rock Water District Shangi-La Water District Shasta View Irrigation District Siletz Rural Fire Protection District Silvertown Fire District Sisters-Camp Sherman Rural Fire Protection District Siuslaw Public Library District South Clackamas Transportation District South Suburban Sanitary District Southern Curry Cemetary Maintenance District Southwest Lincoln County Water District Spring River Special Road District Springfield Utility District Stanfield Fire District No. 7-402 Stayton Fire District Suburban East Salem Water District Sunrise Water Authority Sunset Empire Transportation District Swalley Irrigation District Sweet Home Fire and Ambulance District Talent Irrigation District Terrebonne Domestic Water District Three Sisters Irrigation District Tillamook County Transportation District Tillamook People's Utility District Tiller Rural Fire District Toledo Rural Fire Protection District Tri City Rural Fire District No. 4 Tri City Water District Tri-City Service District Tri-County Metropolitan Transportation District Tualatan Hills Park and Recreation District Tualatin Hills Park and Recreation District Tualatin Valley Irrigation District Tualatin Valley Water District Tumalo Irrigation District Twin Rocks Sanitary District Umatilla County Housing Authority Umatilla Hospital District Umatilla Land Redevelopment Authority Umatilla Morrow Radio and Data District Umatilla Reservation Housing Authority Umatilla Rural Fire Protection District Union Cemetary District Vale Oregon Irrigation District Valley View Water District Vandevert Acres Special Road District Vineyard Mountain Water and Improvement District Walla Walla River Irrigation District Wallowa County Health Care District Wamic Water and Sanitary Authority Warm Springs Housing Authority Wasco County Soil and Water Conservation District Washington County Fire District No. 2 Washington County Housing Authority Water Wonderland Improvement District Wedderburn Sanitary District West Slope Water District West Valley Housing Authority Western Lane Ambulance District Westport Wauna Rural Fire Protection District Westwood Hills Road District Wiard Memorial Park District Wickiup Water District Willamalane Park and Recreation District		Clinton Water District Clinton Water District Coal Creek Utility District Columbia Conservation District Columbia County Fire District No. 3 Columbia County Public Hospital District No. 1 Columbia County Rural Library District Columbia Irrigation District Columbia Valley Water District Colville Indian Housing Authority Consolidated Irrigation District No. 14 Covington Water District Cowlitz Sewer District Cowlitz County Cemetery District No. 2 Cowlitz County Fire District No. 6 Cowlitz County Public Utility District No. 1 Cowlitz Transit Authority Cross Valley Water District Dallesport Water District Douglas County Fire District No. 2 Douglas County Fire Protection District No. 5 Douglas County Public Utility District No. 1 Douglas County Sewer District No. 1 Douglas-Okanogan County Fire District No. 15 East Columbia Basin Irrigation District East Gig Harbor Water District East Lewis County Public Development Authority East Pierce Fire and Rescue District No. 22 East Spokane Water District No. 1 East Wenatchee Water District Eastmont Metropolitan Park District Eastsound Sewer and Water District Edmonds Public Facilities District Ellensburg Business Development Authority Enterprise Cemetery District No. 7 Entiat Irrigation District Everett Housing Authority Everett Public Facilities District Evergreen Water-Sewer District No. 19 Fall City Water District Ferry County Public Utility District No. 1 Ferry/Okanogan County Fire Protection District No. 13 Fisherman Bay Sewer District Foster Creek Conservation District Four Lakes Water District No. 10 Franklin Conservation District Franklin County Cemetery District No. 2 Franklin County Fire District No. 1 Franklin County Fire Protection District No. 3 Franklin County Irrigation District No. 1 Franklin County Public Utility District No. 1 Freeland Water and Sewer District Ft. Worden Public Development Authority Gardena Farms Irrigation District No. 13 Goforth Special Utility District Grand Coulee Project Hydroelectric Authority Grandview Irrigation District Grant County Airport District No. 1 Grant County Fire District No. 10 Grant County Fire District No. 11 Grant County Fire District No. 3 Grant County Fire District No. 4 Grant County Fire District No. 7 Grant County Fire Protection District No. 5 Grant County Housing Authority Grant County Mosquito Control District No. 1 Grant County Mosquito District No. 2 Grant County Port District No. 4 Grant County Port District No. 6 Grant County Port District No. 7 Grant County Public Hospital District No. 1 Grant County Public Hospital District No. 2 Grant County Public Hospital District No. 3 Grant County Public Hospital District No. 4 Grant County Public Utility District No. 2 Grant Transit Authority Grays Harbor Conservation District Grays Harbor County Fire Protection District No. 1 Grays Harbor County Fire Protection District No. 12 Grays Harbor County Fire Protection District No. 14 Grays Harbor County Fire Protection District No. 2 Grays Harbor County Fire Protection District No. 7 Grays Harbor County Housing Authority Grays Harbor County Water District No. 1 Grays Harbor County Water District No. 2 Grays Harbor Drainage District No. 1 Grays Harbor Fire District No. 10 Grays Harbor Historical Seaport Authority Grays Harbor Public Utility District No. 1 Grays Harbor Transportation Authority Greater Wenatchee Irrigation District Greater Wenatchee Regional Events Center Public Facilities District Green Tank Irrigation District No. 11 Hartstene Pointe Water-Sewer District Highland Water District	

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Williams Rural Fire Protection District Willow Creek Park District Winchester Bay Sanitary District Winston-Dillard Fire District Winston-Dillard Water District Woodburn Rural Fire Protection District Yamhill County Housing Authority Yamhill Fire Protection District Youngs River-Lewis and Clark Water District State Oregon Department of Administrative Services Oregon Department of Revenue Oregon Health Licensing Agency Oregon Higher Education Coordinating Commission Oregon Secretary of State Oregon State Board of Nursing State of Oregon Tribal Burns Paiute Tribe Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians Confederated Tribes of Grand Ronde Community Confederated Tribes of Siletz Indians Confederated Tribes of the Umatilla Indian Reservation Confederated Tribes of the Warm Springs Coquille Indian Tribe Klamath Tribes			Highlands Sewer District Highline Water District Historic Seattle Preservation and Development Authority Holmes Harbor Sewer District Hunters Water District Hydro Irrigation District No. 9 Icicle Irrigation District Inchellum Water District Irvin Water District No. 6 Island County Fire District No. 3 Island County Fire Protection District No. 1 Island County Housing Authority Jefferson County Conservation District Jefferson County Fire District No. 5 Jefferson County Fire Protection District No. 1 Jefferson County Fire Protection District No. 3 Jefferson County Public Utility District No. 1 Jefferson County Water District No. 3 Jefferson Transit Authority Juniper Beach Water District Kapowsin Water District Kelso Housing Authority Kennewick Housing Authority Kennewick Irrigation District Kennewick Public Facilities District Kennewick Public Hospital District Kent Fire Department Regional Fire Authority Key Peninsula Metro Parks District King County Airport District No. 1 King County Ferry District King County Fire Protection District No. 16 King County Fire Protection District No. 2 King County Fire Protection District No. 20 King County Fire Protection District No. 25 King County Fire Protection District No. 27 King County Fire Protection District No. 28 King County Fire Protection District No. 34 King County Fire Protection District No. 37 King County Fire Protection District No. 40 King County Fire Protection District No. 43 King County Fire Protection District No. 44 King County Fire Protection District No. 45 King County Fire Protection District No. 47 King County Fire Protection District No. 50 King County Flood Control District King County Hospital District No. 4 King County Housing Authority King County Public Hospital District No. 1 King County Public Hospital District No. 2 King County Water District No. 1 King County Water District No. 111 King County Water District No. 117 King County Water District No. 119 King County Water District No. 125 King County Water District No. 19 King County Water District No. 20 King County Water District No. 45 King County Water District No. 49 King County Water District No. 54 King County Water District No. 90 Kitsap Conservation District Kitsap County Consolidated Housing Authority Kitsap County Fire District No. 18 Kitsap County Public Utility District No. 1 Kitsap County Rural Library District Kitsap Public Health District Kittitas County Conservation District Kittitas County Fire District No. 2 Kittitas County Fire Protection District No. 7 Kittitas County Hospital District No. 2 Kittitas County Housing Authority Kittitas County Public Utility District No. 1 Kittitas County Water District No. 5 Kittitas County Water District No. 6 Kittitas County Water District No. 7 Klickitat County Fire District No. 14 Klickitat County Fire District No. 15 Klickitat County Fire District No. 1 Klickitat County Fire Protection District No. 4 Klickitat County Fire Protection District No. 5 Klickitat County Port District No. 1 Klickitat County Public Hospital District No. 1 Klickitat County Public Hospital District No. 2 Klickitat County Public Utility District No. 1 Lacey Fire District 3 Lake Chelan Reclamation District Lake Chelan Sewer District Lake Forest Park Water District Lake Stevens Sewer District Lake Wenatchee Water District Lake Whatcom Water and Sewer District Lakehaven Utility District Lakewood Water District Lenora Water and Sewer District

Hawaii

Idaho

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South Carolina

Utah

Washington

Lewis County Conservation District
Lewis County Fire District No. 1
Lewis County Fire District No. 11
Lewis County Fire District No. 13
Lewis County Fire District No. 18
Lewis County Fire District No. 9
Lewis County Fire Protection District No. 14
Lewis County Fire Protection District No. 16
Lewis County Fire Protection District No. 2
Lewis County Fire Protection District No. 5
Lewis County Fire Protection District No. 6
Lewis County Fire Protection District No. 8
Lewis County Hospital District No. 1
Lewis County Public Facilities District
Lewis County Public Utility District No. 1
Lewis County Water District No. 1
Lewis County Water District No. 3
Lewis Public Transportation Benefit Area Authority
Liberty Lake Sewer and Water District
Lincoln County Fire District No. 1
Lincoln County Fire District No. 4
Lincoln County Fire Protection District No. 5
Lincoln County Fire Protection District No. 6
Lincoln County Fire Protection District No. 8
Lincoln County Hospital District No. 3
Lincoln-Adams County Fire Protection District No. 3
Longview Housing Authority
Lopez Island Library District
Lower Elwha Housing Authority
Lower Squilchuck Irrigation District
Lummi Housing Authority
Lummi Tribal Sewer and Water District
Makah Housing Authority
Malaga Water District
Manchester Water District
Manson Park and Recreation District
Marshland Flood Control District
Marysville Fire District
Mason Conservation District
Mason County Fire District No. 13
Mason County Fire District No. 17
Mason County Fire District No. 2
Mason County Fire District No. 4
Mason County Fire Protection District No. 5
Mason County Fire Protection District No. 8
Mason County Housing Authority
Mason County Public Hospital District No. 1
Mason County Public Utility District No. 1
Mason County Public Utility District No. 3
Mason County Transit Authority
Methow Valley Irrigation District
Mid-Columbia Library District
Midway Sewer District
Moab Irrigation District No. 20
Moses Lake Irrigation and Rehabilitation District
Mukilteo Water and Wastewater District
Naches-Selah Irrigation District
North Beach Water District
North Central Washington Economic Development District
North City Water District
North County Regional Fire Authority
North Highline Fire District
North Perry Avenue Water District
North Whidbey Park and Recreation District
Northeast Sammamish Sewer and Water District
Northshore Utility District
Northwest Park and Recreation District No. 2
Okanogan Conservation District
Okanogan County Cemetery District No. 4
Okanogan County Fire District No. 6
Okanogan County Fire Protection District No. 11
Okanogan County Housing Authority
Okanogan County Public Hospital District No. 3
Okanogan County Public Hospital District No. 4
Okanogan County Public Utility District No. 1
Okanogan Fire Protection District No. 16
Okanogan Irrigation District
Olympic View Water and Sewer District
Olympus Terrace Sewer District
Orcas Island Library District
Orchard Avenue Irrigation District No. 6
Oroville Housing Authority
Oroville-Tonasket Irrigation District
Othello Housing Authority
Pacific Conservation District
Pacific County Fire District No. 2
Pacific County Fire Protection District No. 1
Pacific County Fire Protection District No. 3
Pacific County Public Healthcare Services District No. 3
Pacific County Public Utility District No. 2
Pacific Hospital Preservation and Development Authority
Palouse Conservation District
Pasco/Franklin County Housing Authority
Pend Oreille County Fire District No. 2

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Pend Oreille County Fire District No. 4 Pend Oreille County Fire District No. 5 Pend Oreille County Library District Pend Oreille County Public Hospital District No. 1 Pend Oreille County Public Utility District No. 1 Peninsula Housing Authority Peninsula Metropolitan Park District Peshastin Irrigation District Peshastin Water District Pierce Conservation District Pierce County Fire District No. 13 Pierce County Fire District No. 16 Pierce County Fire District No. 18 Pierce County Fire District No. 23 Pierce County Fire District No. 27 Pierce County Fire District No. 3 Pierce County Fire District No. 5 Pierce County Fire District No. 8 Pierce County Fire Protection District No. 14 Pierce County Fire Protection District No. 2 Pierce County Fire Protection District No. 21 Pierce County Housing Authority Pike Place Market Preservation and Development Authority Point Roberts Water District No. 4 Ponderay Shores Water and Sewer District Port Ludlow Drainage District Prescott Joint Parks and Recreation District Prosser Fire District No. 3 Prosser Public Hospital District Public Hospital District No. 1 Public Hospital District No. 3 Public Utility District No-1 Puyallup Tribal Health Authority Quileute Housing Authority Quinault Housing Authority Quincy-Columbia Basin Irrigation District Renton Housing Authority Richland Housing Authority Richland Public Facilities District Ronald Wastewater District Roza Irrigation District Sacheen Lake Sewer and Water District Sammamish Plateau Water and Sewer District San Juan Island Library District Saratoga Water District Scatchet Head Water District Seattle Chinatown International District Preservation and Development Author Seattle Housing Authority Seattle Southside Regional Tourism Authority Selah-Moxee Irrigation District Si View Metropolitan Park District Silver Lake Flood Control District Silver Lake Water And Sewer District Silverdale Water District Skagit Conservation District Skagit County Cemetery District No. 2 Skagit County Fire District No. 10 Skagit County Fire District No. 11 Skagit County Fire District No. 15 Skagit County Fire District No. 9 Skagit County Fire Protection District No. 13 Skagit County Fire Protection District No. 14 Skagit County Fire Protection District No. 2 Skagit County Fire Protection District No. 3 Skagit County Fire Protection District No. 4 Skagit County Fire Protection District No. 5 Skagit County Fire Protection District No. 8 Skagit County Housing Authority Skagit County Public Hospital District No. 1 Skagit County Public Hospital District No. 2 Skagit County Public Hospital District No. 304 Skagit County Public Utility District No. 1 Skagit County Sewer District No. 1 Skagit County Sewer District No. 2 Skagit Valley Public Hospital District No. 1 Skamania County Fire District No. 1 Skamania County Fire District No. 4 Skamania County Public Hospital District No. 1 Skamania County Public Utility District No. 1 Skamokawa Water and Sewer District Skyway Water and Sewer District Snohomish County Fire District No. 15 Snohomish County Fire District No. 16 Snohomish County Fire District No. 19 Snohomish County Fire District No. 26 Snohomish County Fire District No. 5 Snohomish County Fire Protection District No. 1 Snohomish County Fire Protection District No. 17 Snohomish County Fire Protection District No. 21 Snohomish County Fire Protection District No. 22 Snohomish County Fire Protection District No. 25 Snohomish County Fire Protection District No. 28 Snohomish County Fire Protection District No. 3 Snohomish County Fire Protection District No. 7

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Snohomish County Housing Authority Snohomish County Public Hospital District No. 1 Snohomish County Public Hospital District No. 2 Snohomish County Public Utility District No. 1 Snohomish Health District Snohomish River Regional Water Authority Snoqualmie Valley Hospital District South Columbia Basin Irrigation District South Correctional Entity Public Development Authority South Naches Irrigation District South Whatcom Fire Authority South Whidbey Parks and Recreation District South Yakima Conservation District Southwest Suburban Sewer District Spokane Conservation District Spokane County Fire District No. 12 Spokane County Fire District No. 2 Spokane County Fire District No. 4 Spokane County Fire Protection District No. 10 Spokane County Fire Protection District No. 11 Spokane County Fire Protection District No. 13 Spokane County Fire Protection District No. 3 Spokane County Fire Protection District No. 5 Spokane County Fire Protection District No. 8 Spokane County Fire Protection District No. 9 Spokane County Library District Spokane County Water District No. 3 Spokane Housing Authority Spokane Indian Housing Authority Spokane Public Facilities District Spokane Regional Health District Spokane Transit Authority Startup Water District Steptoe Sewer District No. 1 Stevens County Fire District No. 2 Stevens County Fire District No. 6 Stevens County Fire Protection District No. 1 Stevens County Fire Protection District No. 10 Stevens County Fire Protection District No. 12 Stevens County Fire Protection District No. 5 Stevens County Public Utility District No. 1 Stevens County Rural Library District Stevens Pass Sewer District Sun Harbor Water District No. 3 Sunnyside Housing Authority Sunnyside Valley Irrigation District Sunnyslope Water District Swinomish Housing Authority Tacoma Community Redevelopment Authority Tacoma Housing Authority Tacoma Metropolitan Park District Terrace Heights Sewer District Thea Foss Waterway Development Authority Three Rivers Regional Wastewater Authority Thurston Conservation District Thurston County Fire District No. 12 Thurston County Fire District No. 4 Thurston County Fire District No. 9 Thurston County Fire Protection District No. 3 Thurston County Fire Protection District No. 5 Thurston County Fire Protection District No. 6 Thurston County Fire Protection District No. 8 Thurston County Housing Authority Thurston County Public Utility District No. 1 Tri-County Economic Development District Tukwila Metropolitan Park District Underwood Conservation District Union Gap Irrigation District Val Vue Sewer District Valley Regional Fire Authority Valley View Sewer District Valley Water District Vancouver Housing Authority Vashon Park District Wahkiakum County Public Utility District No. 1 Wahkiakum Fire Protection District No. 1 Wahkiakum Port District No. 1 Walla Walla County Fire Protection District No. 1 Walla Walla County Fire Protection District No. 3 Walla Walla County Fire Protection District No. 4 Walla Walla County Fire Protection District No. 5 Walla Walla County Fire Protection District No. 8 Walla Walla County Rural Library District Walla Walla Housing Authority Wallula Water District No. 1 Washington State Convention Center Public Facilities District Washington State Major League Baseball Stadium Public Facilities District Washington State Tobacco Settlement Authority Water District 19 Wells Ranch Irrigation District Wenatchee Reclamation District Wenatchee-Chiwawa Irrigation District West Sound Utility District Whatcom Conservation District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Whatcom County Fire District No. 1 Whatcom County Fire District No. 11 Whatcom County Fire District No. 14 Whatcom County Fire District No. 16 Whatcom County Fire District No. 17 Whatcom County Fire District No. 4 Whatcom County Fire District No. 5 Whatcom County Fire District No. 7 Whatcom County Fire District No. 8 Whatcom County Public Utility District No. 1 Whatcom County Water District No. 12 Whatcom County Water District No. 13 Whatcom County Water District No. 2 Whatcom County Water District No. 7 Whatcom Transportation Authority Whidbey Island Public Hospital District Whitestone Reclamation District Whitman County Fire District No. 11 Whitman County Fire Protection District No. 12 Whitman County Fire Protection District No. 14 Whitman County Fire Protection District No. 7 Whitman County Public Hospital District No. 3 Whitman County Rural Library District Whitworth Water District No. 2 Willapa Valley Water District William Shore Memorial Pool District Williams Lake Sewer District No. 2 Wine Science Center Development Authority Wollochet Harbor Sewer District Woodinville Water District Yakima County Fire District No. 1 Yakima County Fire District No. 3 Yakima County Fire District No. 4 Yakima County Fire District No. 5 Yakima County Fire District No. 6 Yakima County Fire Protection District No. 12 Yakima County Fire Protection District No. 14 Yakima County Mosquito Control District Yakima Housing Authority Yakima Regional Clean Air Authority Yakima Rural County Library District Yakima-Tieton Irrigation District
					State North Seattle Community College Seattle Colleges State Of Washington Washington State Department of Enterprise Services Washington State Department of Health Washington State Department of Social and Health Services Washington State Health Care Authority
					Tribal Columbia River Inter-Tribal Fish Commission Confederated Tribes of the Chehalis Reservation Confederated Tribes of the Colville Reservation Confederated Tribes of the Yakama Nation Cowlitz Indian Tribe Hoh Indian Tribe Jamestown S'Klallam Tribe Kalispel Tribe of Indians Lower Elwha Klallam Tribe Lummi Indian Nation Makah Tribe Muckleshoot Indian Tribe Nisqually Indian Tribe Nooksack Indian Tribe Port Gamble S'Klallam Tribe Puyallup Tribe of Indians Quileute Indian Tribe Quinault Indian Nation Samish Indian Nation Sauk-Suiattle Indian Tribe Skokomish Indian Tribe Snoqualmie Indian Tribe Spokane Tribe Squaxin Island Tribe Stillaguamish Tribe of Indians Suquamish Tribe Swinomish Indian Tribal Community Tulalip Tribes Upper Skagit Indian Tribe Yakama Nation Land Enterprise



Appendix C - Political Subdivision List for Virginia

City/Town	Special Districts	Public K-12	County	Public Higher Education	State	Townships
City of Alexandria	Acomack-Norhampton Transportation District	Acomack County Public Schools	Acomack County	Blue Ridge Community College	State of Virginia	
City of Bristol	Albemarle County Service Authority	Albemarle County Public Schools	Albemarle County	Central Virginia Community College	Virginia Department of Behavioral Health and Developmental Services	
City of Buena Vista	Albemarle-Charlottesville Regional Jail Authority	Alexandria City Public Schools	Alleghany County	Christopher Newport University	Virginia Department of General Services	
City of Charlottesville	Alexandria Redevelopment and Housing Authority	Alexandria County Public Schools	Alleghany County Public Schools	College of William and Mary	Virginia Department of Health	
City of Chesapeake	Appomattox River Water Authority	Amelia County Public Schools	Amherst County	Dabney S. Lancaster Community College	Virginia Department of Health Professions	
City of Colonial Heights	Bath County Airport Authority	Amherst County Public Schools	Appomattox County	Danville Community College	Virginia Department of Public Works	
City of Covington	Bedford County Economic Development Authority	Appomattox County Public Schools	Arlington County	Eastern Shore Community College		
City of Danville	Bedford Regional Water Authority	Arlington Public Schools	Augusta County	Eastern Virginia Medical School		
City of Emporia	Big Stone Gap Redevelopment and Housing Authority	Atlantic Shores Christian Schools	Bath County	George Mason University		
City of Fairfax	Blacksburg-Christiansburg-VPI Water Authority	Augusta County Public Schools	Bedford County	Germanna Community College		
City of Falls Church	Blacksburg-Virginia Polytechnic Institute Sanitation Authority	Bath County Public Schools	Bedford County Public Service Authority	J. Sargeant Reynolds Community College		
City of Franklin	Blue Ridge Airport Authority	Bedford County Public Schools	Bland County	James Madison University		
City of Fredericksburg	Blue Ridge Crossroads Economic Development Authority	Bland County Public Schools	Botetourt County	John Tyler Community College		
City of Galax	Blue Ridge Regional Jail Authority	Botetourt County Public Schools	Brunswick County	Longwood University		
City of Hampton	Blue Ridge Soil and Water Conservation District	Bristol Virginia Public Schools	Buchanan County	Lord Fairfax Community College		
City of Harrisonburg	Bristol Redevelopment and Housing Authority	Brunswick County Public Schools	Buchanan County Public Service Authority	Massanutten Technical Center		
City of Hopewell	Brookneal-Campbell County Airport Authority	Buchanan County Schools	Buckingham County	Mountain Empire Community College		
City of Lexington	Brunswick County Industrial Development Authority	Buckingham County Public Schools	Buckingham County Board of Supervisors	New College Institute		
City of Lynchburg	Buchanan County Industrial Development Authority	Buena Vista City Public Schools	Campbell County	New River Community College		
City of Manassas	Buena Vista Public Service Authority	Campbell County Public Schools	Caroline County	Norfolk State University		
City of Manassas Park	Campbell County Utilities and Service Authority	Caroline County Public Schools	Carroll County	Northern Virginia Community College		
City of Martinsville	Carroll County Industrial Development Authority	Carroll County Public Schools	Carroll County Public Service Authority	Old Dominion University		
City of Newport News	Carroll-Grayson-Galax Solid Waste Authority	Charles City County School District	Charles City County	Patrick Henry Community College		
City of Norfolk	Castwood Water and Sewage Authority	Charlottesville County Public Schools	Charlottesville County	Paul D. Camp Community College		
City of Norton	Central Shenandoah Planning District Commission	Charlottesville City Schools	Chesterfield County	Piedmont Virginia Community College		
City of Petersburg	Central Virginia Regional Jail Authority	Chesapeake Public Schools	Clarke County	Radford University		
City of Poquoson	Central Virginia Waste Management Authority	Chesterfield County Public Schools	Craig County	Rappahannock Community College		
City of Portsmouth	Charlottesville Redevelopment and Housing Authority	Clarke County School District	Culpeper County	Richard Bland College		
City of Radford	Charlottesville-Albemarle Airport Authority	Colonial Beach Schools	Cumberland County	Rowanty Technical Center		
City of Richmond	Chesapeake Airport Authority	Colonial Heights Public Schools	Dickenson County	Southern Virginia Higher Education Center		
City of Roanoke	Chesapeake Bay Bridge and Tunnel District	Copper River School District	Dinwiddie County	Southside Virginia Community College		
City of Salem	Chesapeake Hospital Authority	Covington City Public Schools	Essex County	Southwest Virginia Community College		
City of Staunton	Chesapeake Redevelopment and Housing Authority	Craig County Public Schools	Fairfax County	State Council of Higher Education for Virginia		
City of Suffolk	Coeburn-Norton-Wise Regional Wastewater Authority	Culpeper County Public Schools	Fauquier County	Thomas Nelson Community College		
City of Virginia Beach	Craig-New Castle Solid Waste Authority	Cumberland County Public Schools	Floyd County	Tidewater Community College		
City of Waynesboro	Crater District Area Agency on Aging/Foster Grandparent Program, Inc.	Danville Public Schools	Fluvanna County	University of Mary Washington		
City of Williamsburg	Culpeper Soil and Water Conservation District	Dickenson County Public Schools	Franklin County	University of Virginia		
City of Winchester	Cumberland Plateau Planning District Commission	Dinwiddie County Public Schools	Frederick County	University of Virginia Foundation		
Town of Abingdon	Cumberland Plateau Regional Housing Authority	Fairfax County Public Schools	Giles County	University of Virginia Health System		
Town of Alberta	Cumberland Plateau Regional Waste Management Authority	Falls Church City Public Schools	Gloucester County	University of Virginia, Wise		
Town of Altavista	Danville Redevelopment and Housing Authority	Fauquier County Public Schools	Goochland County	Virginia College Savings Plan		
Town of Amherst	Danville-Pittsylvania County Regional Industrial Facilities Authority	Floyd County Public Schools	Grayson County	Virginia Commonwealth University		
Town of Appalachia	Dickenson County Industrial Development Authority	Fluvanna County Public Schools	Greene County	Virginia Community College System		
Town of Appomattox	Dickenson County Public Service Authority	Franklin City Schools	Greensville County	Virginia Highlands Community College		
Town of Ashland	Dinwiddie Airport and Industrial Authority	Franklin County Public Schools	Halifax County	Virginia Military Institute		
Town of Bedford	Dinwiddie County Water Authority	Frederick County Public Schools	Hanover County	Virginia Polytechnic Institute and State University		
Town of Berryville	District Three Governmental Cooperative	Fredericksburg City Public Schools	Henrico County	Virginia State University		
Town of Big Stone Gap	Dryden Water Authority	Galax City Public Schools	Henry County	Virginia Western Community College		
Town of Blacksburg	Eastern Shore of Virginia Broadband Authority	Giles County Public Schools	Henry County Public Service Authority	Wytheville Community College		
Town of Bluefield	Essex County Industrial Development Authority	Gloucester County Public Schools	Highland County			
Town of Boones Mill	Fairfax County Economic Development Authority	Goochland County Public Schools	Isle of Wight County			
Town of Bowling Green	Fairfax County Park Authority	Grayson County Public Schools	James City County			
Town of Boyce	Fairfax County Redevelopment and Housing Authority	Greene County Schools	King and Queen County			
Town of Boydton	Fairfax County Water Authority	Greensville County Public Schools	King George County			
Town of Bridgewater	Fauquier County Water and Sanitation Authority	Halifax County Public Schools	King George County Service Authority			
Town of Broadway	Floyd County Economic Development Authority	Hampton City Schools	King William County			
Town of Brodnax	Floyd-Floyd County Public Service Authority	Hanover County Public Schools	Lancaster County			
Town of Brookneal	Franklin Redevelopment and Housing Authority	Harrisonburg City Public Schools	Lee County			
Town of Buchanan	Frederick County Sanitation Authority	Henrico County Public Schools	Loudoun County			
Town of Burkeville	Fredericksburg Stafford Park Authority	Henry County Public Schools	Louisia County			
Town of Cape Charles	Frederick-Winchester Service Authority	Highland County Public Schools	Lunenburg County			
Town of Cedar Bluff	Front Royal-Warren County Economic Development Authority	Hopewell Public Schools	Madison County			
Town of Charlotte Court House	Ft. Monroe Authority	Imagine Schools	Mathews County			
Town of Chase City	Giles County Public Service Authority	Isle of Wight County Schools	Mecklenburg County			
Town of Chatham	Greensville County Water and Sewer Authority	King and Queen County Public Schools	Middlesex County			
Town of Cheriton	Halifax County Industrial Development Authority	King George County Public Schools	Montgomery County			
Town of Chilhowie	Halifax County Service Authority	King William County Public Schools	Nelson County			
Town of Chincoteague	Hampton Redevelopment and Housing Authority	Lancaster County Public School System	New Kent County			
Town of Christiansburg	Hampton Roads Planning District Commission	Lee County Public Schools	Northampton County			
Town of Claremont	Hampton Roads Regional Jail Authority	Lexington City Schools	Northumberland County			
Town of Clarksville	Hampton Roads Sanitation District	Loudoun County Public Schools	Nottoway County			
Town of Clifton	Harrisonburg Redevelopment and Housing Authority	Louisa County Public Schools	Orange County			
Town of Clifton Forge	Harrisonburg-Rockingham Regional Sewer Authority	Lynchburg City Schools	Page County			
Town of Clinchco	Headwaters Soil and Water Conservation District	Madison County Public Schools	Patrick County			
Town of Clintwood	Hopewell Redevelopment and Housing Authority	Manassas City Public Schools	Pittsylvania County			
Town of Coeburn	James River Water Authority	Manassas Park City Schools	Pittsylvania County Service Authority			
Town of Colonial Beach	John Flannagan Water Authority	Martinsville Public Schools	Powhatan County			
Town of Columbia	Joint Public Service Authority	Mathews County School District	Prince Edward County			
Town of Courtland	Lee County Industrial Development Authority	Mecklenburg County Public Schools	Prince George County			
Town of Craigsview	Lee County Public Service Authority	Middlesex County Public Schools	Prince William County			
Town of Crewe	LENOWISCO Planning District Commission	Montgomery County Public Schools	Prince William County Service Authority			
Town of Culpeper	Lord Fairfax Soil and Water Conservation District	Nelson County Public Schools	Pulaski County			
Town of Damascus	Loudoun County Sanitation Authority	New Kent County Schools	Rappahannock County			
Town of Dayton	Louisa County Water Authority	Newport News Public Schools	Richmond County			
Town of Dendron	Lynchburg Redevelopment and Housing Authority	Norfolk Public Schools	Roanoke County			
Town of Dilwyn	Marion Redevelopment and Housing Authority	Northampton County School District	Rockbridge County			
Town of Drakes Branch	Maury Service Authority	Northumberland County Public Schools	Rockbridge County Public Service Authority			
Town of Dublin	Mecklenburg-Brunswick Regional Airport Authority	Norton City Public Schools	Rockingham County			
Town of Dumfries	Meherrin River Regional Jail Authority	Nottoway County Public Schools	Russell County			
Town of Dungsannon	Middle Peninsula Regional Airport Authority	Orange County Public Schools	Scott County			

City/Town

Town of Elkton
 Town of Exmore
 Town of Farmville
 Town of Fincastle
 Town of Floyd
 Town of Fries
 Town of Front Royal
 Town of Gate City
 Town of Glade Spring
 Town of Glasgow
 Town of Glen Lyn
 Town of Gordonsville
 Town of Goshen
 Town of Gretna
 Town of Grottoes
 Town of Halifax
 Town of Hamilton
 Town of Haymarket
 Town of Hayti
 Town of Herndon
 Town of Hillsville
 Town of Honaker
 Town of Hurt
 Town of Independence
 Town of Iron Gate
 Town of Irvington
 Town of Jonesville
 Town of Kenbridge
 Town of Keyville
 Town of Kilmarnock
 Town of La Crosse
 Town of Lawrenceville
 Town of Leesburg
 Town of Louisa
 Town of Lovettsville
 Town of Luray
 Town of Marion
 Town of Middleburg
 Town of Middletown
 Town of Mineral
 Town of Monterey
 Town of Montross
 Town of Mt. Jackson
 Town of Narrows
 Town of New Castle
 Town of New Market
 Town of Nickelsville
 Town of Occoquan
 Town of Onancock
 Town of Orange
 Town of Pamplin City
 Town of Parkley
 Town of Pearisburg
 Town of Pembroke
 Town of Pennington Gap
 Town of Phenix
 Town of Pocahontas
 Town of Pound
 Town of Pulaski
 Town of Purcellville
 Town of Quantico
 Town of Remington
 Town of Rich Creek
 Town of Richlands
 Town of Ridgeway
 Town of Rocky Mount
 Town of Round Hill
 Town of Rural Retreat
 Town of Saltville
 Town of Scottsville
 Town of Shenandoah
 Town of Smithfield
 Town of South Boston
 Town of South Hill
 Town of St. Paul
 Town of Stanley
 Town of Stephens City
 Town of Strasburg
 Town of Stuart
 Town of Tangier
 Town of Tappahannock
 Town of Tazewell
 Town of Timberville
 Town of Troutville
 Town of Urbanna
 Town of Victoria
 Town of Vienna
 Town of Vinton
 Town of Wakefield
 Town of Warrenton
 Town of Warsaw
 Town of Washington
 Town of Waverly
 Town of West Point
 Town of White Stone
 Town of Windsor
 Town of Wise
 Town of Woodstock
 Town of Wytheville

Special Districts

Montgomery County Public Service Authority
 Montgomery Regional Solid Waste Authority
 Mt. Rogers Planning District Commission
 New River Regional Water Authority
 New River Resource Authority
 New River Valley Planning District Commission
 New River Valley Regional Jail Authority
 Newport News Redevelopment and Housing Authority
 Nicholas County Solid Waste Authority
 Norfolk Airport Authority
 Norfolk Economic Development Authority
 Norfolk Redevelopment and Housing Authority
 Northern Neck Planning District Commission
 Northern Virginia Regional Park Authority
 Northern Virginia Transportation Authority
 Northwestern Regional Jail Authority
 NRV Regional Water Authority
 Pamunkey Regional Jail Authority
 Patrick County Economic Development Authority
 Pepper's Ferry Regional Wastewater Treatment Authority
 Petersburg Redevelopment and Housing Authority
 Peumansend Creek Regional Jail Authority
 Piedmont Soil and Water Conservation District
 Planning District One Behavioral Health Services
 Portsmouth Redevelopment and Housing Authority
 Prince William County Park Authority
 Pulaski County Public Service Authority
 Pulaski County Sewerage Authority
 Radford Industrial Development Authority
 Randolph County Water, Sewer and Fire Protection Authority
 Rapidan Service Authority
 Rappahannock Regional Jail Authority
 Rappahannock-Shenandoah-Warren Regional Jail Authority
 Region 2000 Services Authority
 Richmond Behavioral Health Authority
 Richmond Hospital Authority
 Richmond Metropolitan Authority
 Richmond Redevelopment and Housing Authority
 Richmond Regional Planning District Commission
 Rivanna Solid Waste Authority
 Rivanna Water and Sewer Authority
 Riverside Regional Jail Authority
 Roanoke Redevelopment and Housing Authority
 Roanoke River Service Authority
 Roanoke Valley Broadband Authority
 Roanoke Valley Resource Authority
 Robert E. Lee Soil and Water Conservation District
 Rockbridge Area Network Authority
 Rockbridge County Solid Waste Authority
 Russell County Industrial Development Authority
 Russell County Public Service Authority
 Scott County Economic Development Authority
 Scott County Redevelopment and Housing Authority
 Shenandoah Valley Soil and Water Conservation District
 Smyth County Industrial Development Authority
 Smyth Washington Regional Industrial Facilities Authority
 South Central Wastewater Authority
 Southeastern Public Service Authority
 Southside Planning District
 Southside Regional Jail Authority
 Southwest Regional Recreation Authority
 Southwest Virginia Regional Jail Authority
 Suffolk Redevelopment and Housing Authority
 Tappahannock Essex County Airport Authority
 Tazewell County Airport Authority
 Tazewell County Industrial Development Authority
 Tazewell County Public Service Authority
 Tazewell County Public Service Authority
 Thomas Jefferson Planning District Commission
 Thomas Jefferson Soil and Water Conservation District
 Toms Brook-Maurertown Sanitary District
 Upper Occoquan Service Authority
 Valley Municipal Utility District No. 2
 Vint Hill Economic Development Authority
 Virginia Beach Development Authority
 Virginia Commercial Space Flight Authority
 Virginia Highlands Airport Authority
 Virginia Housing Development Authority
 Virginia Peninsulas Public Service Authority
 Virginia Port Authority
 Virginia Resources Authority
 Virginia Tech/Montgomery Regional Airport Authority
 Virginia/Carolina Water Authority
 Virginia's First Regional Industrial Facility Authority
 Washington County Industrial Development Authority
 Washington County Service Authority
 Waynesboro Economic Development Authority
 Waynesboro Redevelopment and Housing Authority
 West Piedmont Planning District
 Western Virginia Water Authority
 Williamsburg Area Transit Authority
 Winchester Regional Airport Authority
 Wined Road Authority
 Wise County Public Service Authority
 Wise County Redevelopment and Housing Authority
 Woodway Water and Sewer Authority
 Wytheville Redevelopment and Housing Authority

Public K-12

Page County Public Schools
 Patrick County Public Schools
 Petersburg City Public Schools
 Pittsylvania County School District
 Poquoson City Public Schools
 Portsmouth Public Schools
 Powhatan County Public Schools
 Prince Edward County Schools
 Prince George County Public Schools
 Prince William County Schools
 Pulaski County Public Schools
 Radford City Schools
 Rappahannock County Public Schools
 Richmond City Public Schools
 Richmond County Public Schools
 Roanoke City Public Schools
 Roanoke County Public Schools
 Rockbridge County Schools
 Rockingham County Public Schools
 Russell County Public Schools
 Salem City Schools
 Scott County Public Schools
 Shenandoah County Public Schools
 Smyth County Public Schools
 Southampton County Public Schools
 Spotsylvania County Public Schools
 Stafford County Public Schools
 Staunton City Schools
 Suffolk Public Schools
 Surry County Public Schools
 Sussex County Public Schools
 Tazewell County Public Schools
 Virginia Beach City Public Schools
 Warren County Public Schools
 Washington County School District
 Waynesboro Public Schools
 West Point Public Schools
 Westmoreland County Public Schools
 Williamsburg-James City County Public Schools
 Winchester Public Schools
 Wise County Public Schools
 Wythe County Public Schools
 York County Public Schools

County

Scott County Public Service Authority
 Shenandoah County
 Smyth County
 Southampton County
 Spotsylvania County
 Stafford County
 Surry County
 Sussex County
 Tazewell County
 Tri-County Lake Administrative Commission
 Warren County
 Washington County
 Westmoreland County
 Wise County
 Wythe County
 York County

Public Higher Education**State****Townships**

SOURCEWELLSM (Formerly NJPA) AWARDED VENDOR
REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION

Procurements by SourcewellSM (Formerly NJPA) or Sourcewell Members utilizing funds under a federal grant or contract funded all or in part by the Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state and local laws. This may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13).

The terms included in this section express Vendors willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using FEMA grant or contract dollars. Sourcewell Members may also require Proposers to enter into ancillary agreements, in addition to the Sourcewell contract's general terms and conditions, to address a Member's specific contractual needs, including contract requirements for a procurement using FEMA grants or contracts. Sourcewell reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements.

Note: The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 44 CFR Part 13.

(A) Pursuant to 44 CFR 13.36(i)(1), Sourcewell is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Vendor's compliance with the terms of the request for proposal and contract award, including but not limited to those remedies set forth at 44 CFR 13.43.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(B) Pursuant to 44 CFR 13.36(i)(2), Sourcewell may terminate the contract award for cause or convenience in accordance with the procedures set forth in the request for proposal and contract award and those provided by 44 CFR 13.44.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(C) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Vendor shall comply with the following federal laws during the term of an award for this contract by Sourcewell:

- a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
- c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
- d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
- e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Vendor Agrees (YES or NO)	Initials of Authorized Representative
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(D) Pursuant to 44 CFR 13.36(i)(7), Vendor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

Vendor Agrees (YES or NO)	Initials of Authorized Representative
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(E) Pursuant to 44 CFR 13.36(i)(8), Vendor agrees to the following provisions regarding patents:

a. During the term of an award for this contract by Sourcewell, all rights to inventions and/or discoveries that arise or are developed, in the course of or under this request for proposal and contract award, shall belong to the Sourcewell Member and be disposed of in accordance with their policy. Sourcewell and Sourcewell members, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

Vendor Agrees (YES or NO)	Initials of Authorized Representative
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(F) Pursuant to 44 CFR 13.36(i)(9), Vendor agrees to the following provisions, regarding copyrights:

a. During the term of an award for this contract by Sourcewell, any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

Vendor Agrees (YES or NO)	Initials of Authorized Representative
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(G) Pursuant to 44 CFR 13.36(i)(10), Vendor shall maintain any books, documents, papers, and records of the Vendor which are directly pertinent to this request for proposal and contract award. At any time during normal business hours and as often as Sourcewell or Sourcewell Members deems necessary, Vendor shall permit Sourcewell or Sourcewell Member, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions

Vendor Agrees (YES or NO)	Initials of Authorized Representative
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(H) Pursuant to 44 CFR 13.36(i)(11), Vendor shall retain all required records for three years after FEMA or Sourcewell or Sourcewell Members makes final payments and all other pending matters are closed. In addition, Vendor shall comply with record retention requirements set forth in 44 CFR 13.42

Vendor Agrees (YES or NO)

Initials of Authorized Representative

Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

This certification shall be effective through the term of the Vendor's Sourcewell awarded contract.

Vendor: _____

Contract number: _____

Category: _____

Maturity date: _____

Address: _____

City, state, zip code: _____

Phone number: _____

Printed name and title of
authorized representative: _____

Signature of authorized
representative: _____

Date: _____

ADDENDUM ONE (1)
to that certain
Sourcewell RFP #080818
Issued by
Sourcewell SM (Formerly NJPA)
for the procurement of



SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES

Consider the following to be part of the above-titled RFP: Appendix D.

Appendix D, referenced in Form A - Question 35, was erroneously omitted from the version of the RFP document originally published on the Sourcewell website and provided to inquirers. **Appendix D** is attached to this Addendum, and has now been added to the posted version of the RFP document.

Acknowledgment of Addendum One (1) to RFP #080818 emailed on July 17, 2018.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

Please include this signed Addendum with your RFP response.

SOURCEWELLSM (Formerly NJPA) AWARDED VENDOR
REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION

Procurements by SourcewellSM (Formerly NJPA) or Sourcewell Members utilizing funds under a federal grant or contract funded all or in part by the Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state and local laws. This may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13).

The terms included in this section express Vendors willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using FEMA grant or contract dollars. Sourcewell Members may also require Proposers to enter into ancillary agreements, in addition to the Sourcewell contract's general terms and conditions, to address a Member's specific contractual needs, including contract requirements for a procurement using FEMA grants or contracts. Sourcewell reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements.

Note: The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 44 CFR Part 13.

(A) Pursuant to 44 CFR 13.36(i)(1), Sourcewell is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Vendor's compliance with the terms of the request for proposal and contract award, including but not limited to those remedies set forth at 44 CFR 13.43.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(B) Pursuant to 44 CFR 13.36(i)(2), Sourcewell may terminate the contract award for cause or convenience in accordance with the procedures set forth in the request for proposal and contract award and those provided by 44 CFR 13.44.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(C) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Vendor shall comply with the following federal laws during the term of an award for this contract by Sourcewell:

- a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
- c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
- d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
- e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Vendor Agrees (YES or NO)	Initials of Authorized Representative
---------------------------	---------------------------------------

(D) Pursuant to 44 CFR 13.36(i)(7), Vendor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

Vendor Agrees (YES or NO)	Initials of Authorized Representative
---------------------------	---------------------------------------

(E) Pursuant to 44 CFR 13.36(i)(8), Vendor agrees to the following provisions regarding patents:

a. During the term of an award for this contract by Sourcewell, all rights to inventions and/or discoveries that arise or are developed, in the course of or under this request for proposal and contract award, shall belong to the Sourcewell Member and be disposed of in accordance with their policy. Sourcewell and Sourcewell members, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

Vendor Agrees (YES or NO)	Initials of Authorized Representative
---------------------------	---------------------------------------

(F) Pursuant to 44 CFR 13.36(i)(9), Vendor agrees to the following provisions, regarding copyrights:

a. During the term of an award for this contract by Sourcewell, any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

Vendor Agrees (YES or NO)	Initials of Authorized Representative
---------------------------	---------------------------------------

(G) Pursuant to 44 CFR 13.36(i)(10), Vendor shall maintain any books, documents, papers, and records of the Vendor which are directly pertinent to this request for proposal and contract award. At any time during normal business hours and as often as Sourcewell or Sourcewell Members deems necessary, Vendor shall permit Sourcewell or Sourcewell Member, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions

Vendor Agrees (YES or NO)	Initials of Authorized Representative
---------------------------	---------------------------------------

(H) Pursuant to 44 CFR 13.36(i)(11), Vendor shall retain all required records for three years after FEMA or Sourcewell or Sourcewell Members makes final payments and all other pending matters are closed. In addition, Vendor shall comply with record retention requirements set forth in 44 CFR 13.42

Vendor Agrees (YES or NO)

Initials of Authorized Representative

Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

This certification shall be effective through the term of the Vendor's Sourcewell awarded contract.

Vendor: _____

Contract number: _____

Category: _____

Maturity date: _____

Address: _____

City, state, zip code: _____

Phone number: _____

Printed name and title of
authorized representative: _____

Signature of authorized
representative: _____

Date: _____

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 080818-VCM

Proposer's full legal name: Cives Corporation dba Viking Cives Group

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be October 29, 2018 and will expire on October 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

78144D620E684E3...

SOURCEWELL DIRECTOR OF OPERATIONS AND

PROCUREMENT/CPO SIGNATURE

DocuSigned by:

Chad Coquette

3F75ED2BA647446...

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz

(NAME PRINTED OR TYPED)

Chad Coquette

(NAME PRINTED OR TYPED)

Awarded on October 22, 2018

Sourcewell Contract # 080818-VCM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Viking-Cives Midwest

Authorized Signatory's Title General Manager

VENDOR AUTHORIZED SIGNATURE

Stephen H. Rider

(NAME PRINTED OR TYPED)

Executed on 11/6, 2018

Sourcewell Contract # 080818-VCM

Agreement for Dump Truck with Snow Plow

This Agreement is entered into and effective as of the ____ day of _____ 2019, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Viking-Cives Midwest, Inc.**, a corporation of the State of Missouri ("Contractor").

This Agreement consists of the following documents:

- This document
- Viking-Cives Midwest, Inc.'s Sourcewell (formerly known as National Joint Powers Alliance) Contract Award No. 080818-VCM
- Contractor's Quote #165246 dated April 9, 2019
- Any properly executed amendments to this Agreement

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority)
 - Second, this Agreement
 - Third, Viking-Cives Midwest, Inc.'s Sourcewell (formerly known as National Joint Powers Alliance) Contract Award No. 080818-VCM
 - Lastly, Contractor's Quote #165246 dated April 9, 2019
1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase a Dump Truck with Snow Plow as specified in Quote #165246 from the Viking-Cives Midwest, Inc.'s Sourcewell (formerly known as National Joint Powers Alliance) Contract Award No. 080818-VCM in accordance with Contractor's Quote #165246 dated April 9, 2019.
 2. **Term.** Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
 3. **Price; Compensation; Method of Payment.**
 - a. The price for the goods and other items to be provided under this Agreement is set forth in the Contractor's Quote #165246 dated April 9, 2019, which reflects a total purchase price of \$195,562.00. Any compensation due Contractor under the Agreement shall be

made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.

- b. Deliveries of all items shall be made within 180 calendar days of order at the Street Department, 620 West Main Street, Murfreesboro, TN 37130. Contact Person Raymond Hillis (tel. 615-893-4380; email. rhillis@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
 - c. Deliveries of all items shall be made as stated in the Viking-Cives Midwest, Inc.'s Sourcewell (formerly known as National Joint Powers Alliance) Contract Award No. 080818-VCM and Contractor's Quote #165246 dated April 9, 2019. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Viking-Cives Midwest, Inc.'s Sourcewell (formerly known as National Joint Powers Alliance) Contract Award No. 080818-VCM and Contractor's Quote #165246 dated April 9, 2019.
 - e. All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.
4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.
5. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
6. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.
7. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."
8. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - 1. Procure for the City the right to continue using the products or services.
 - 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:

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

If to the Contractor:

Don Anderson
Southeast Territory Manager
Viking-Cives Midwest, Inc.
7417 Old Hickory Blvd.
Whites Creek, Tennessee, 37189
Office– 615-864-7652
Cell – 615-707-0789
danderson@vikingcivesmidwest.com

10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
11. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
12. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
13. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
14. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
15. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
16. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or

activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

23. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
24. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2019 (the "Effective Date").

CITY OF MURFREESBORO, TENNESSEE

By: _____
Shane McFarland, Mayor

VIKING-CIVES MIDWEST, INC.

By: 

Printed Name: Donald C. Anderson

Its: SOUTHEAST TERRITORY MANAGER

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: June 27, 2019

Item Title: Contract with TDOT for FY20 Operating Assistance
Item No.:
Department: Transportation (Rover)
Presented by: Russ Brashear, Assistant Transportation Director
Requested Council Action:

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

Summary

The City of Murfreesboro's Public Transportation System was allocated capital and operating assistance in the amount of \$806,200.00 from the Tennessee Department of Transportation (TDOT) for FY 20.

Staff Recommendation

Staff recommends City Council approval of Contract 75UROP-S3-013 between the City of Murfreesboro and the Tennessee Department of Transportation for fiscal year 2020.

Background Information

Each year the State allocates funding from the Urban Operating Assistance Program (UROP) to assist transportation systems across the State with Operating funds where needed. The UROP funds are the State supplement to the 2017 5307 Federal Funds awarded to the City of Murfreesboro in the amount of \$1,278,914.00 that will be used for the FY2020 Operating Assistance.

Council Priorities Served

Priority 2: Strong and Sustainable Financial and Economic Health

As the cost of operating the City's Transit System will soon approach \$2 million annually it becomes increasingly important to utilize the funding options available through the FTA and TDOT. Combined, the grants and allocations shrink the City's cost of operating the service to a mere 10-30% depending on the fund source and stipulations of reimbursable expenses. Without these funds the expense to operate would require a dedicated source aside from the rider fares collected.

Fiscal Impacts

If exercised, the State matches the first \$500,000 in expenses at an 80/20 rate, and the remainder of the funds at a 50/50 rate. These funds will be applied toward the budgeted amounts in the FY 20 Budget.

Operational Issues

Without this funding the City would incur all matching costs required by the Federal Funding award.

Attachments:

- 1. Award Notification Letter**
- 2. Award Notification Contract**



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES
SUITE 1200, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2781

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

May 30, 2019

Russ Brashear, Assistant Transportation Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

RE: City of Murfreesboro \$806,200.00
TDOT Project No.: 75UROP-S3-013

Dear Mr. Brashear:

Enclosed is a draft contract for the above-referenced grant project. If corrections are required, please send a return email with the highlighted changes on the draft contract (**modifications can only be made to test in red**). However, if the contract meets the agency's approval, please print the .pdf version, obtain the appropriate signatures, and return the signed contract via **USPS Mail** to Mary A. Probst.

Per Finance & Administration (F&A), contracts shall be **printed on One Side** of 8.5 x 11 inch paper. Also, please do not alter the contracts provided by TDOT.


If you have any questions, please do not hesitate to contact this Office.

Sincerely,

Mary A. Probst
Transportation Program Monitor 2
Mary.Probst@tn.gov
(615) 532-6577

Enclosure

c: Kaitlyn McClanahan
TDOT Finance, electronic copy grant contract
Project file, w/ signed original contract

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 7/1/2019		End Date 06/30/2020		Agency Tracking # 40100-00220	Edison ID 61618
Grantee Legal Entity Name City of Murfreesboro					Edison Vendor ID 4110
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # Grantee's fiscal year end June 30			
Service Caption (one line only) SFY 2020 Urban Operating Assistance Program (UROP) Operating Assistance.					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2020	\$806,200.00				\$806,200.00
TOTAL:	\$806,200.00				\$806,200.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		State only funds awarded by formula using urban area population for urban area operating assistance.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE – GG Z20-UROP13-00	
Speed Chart (optional)		Account Code (optional) 71302000			

Address # 12

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

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

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall utilize UROP funds for capital and/or operating assistance to support core urban fixed route transit service and complementary demand response service.
- A.3. The Grantee may use funds for capital projects, which may include, but are not limited to, acquisition of rolling stock (i.e. buses and vans), preventative maintenance, radio communications, and equipment.
- A.4. The Grantee's use of operating assistance may include, but is not limited to, overhead expenses, salaries, wages, fringe benefits, travel, training, and fuel.
- A.5. Funds made available for the UROP program are based on populations reported in the 2010 census and other possible demographic factors.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2019 ("Effective Date") and ending on June 30, 2020, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Eight Hundred Six Thousand, Two Hundred Dollars and No Cents (\$806,200.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation
Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Transportation, Multimodal Transportation Resources Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision

as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

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

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient

confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Alaire Brown, Program Monitor 2
Tennessee Department of Transportation
Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
alaire.brown@tn.gov
Telephone # (615) 313-3192
FAX # (615) 253-1482

The Grantee:

Russ Brashear, Assistant Transportation Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
rbrashear@murfreesborotn.gov
Telephone Number: (615) 893-6441
FAX Number: (615) 849-2606

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

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

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting

Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined

that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will

describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

E. SPECIAL TERMS AND CONDITIONS:

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

E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E.3. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present.

Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

- E.5. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.6. Disclosure of Personally Identifiable Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that come to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.
- E.7. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.8. T.C.A. Section 13-10-107 Compliance.
- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
 - 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
 - 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
 - 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).
- E.9. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.
- E.10. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.11. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

- E.12. Additional Compensation Terms. The Grantee is not entitled to be paid the maximum liability for any period under the Grant Agreement or any extensions of the Grant Agreement for work not requested by the Grantor State Agency. The maximum liability represents available funds for payment to the Grantee and does not guarantee payment of any such funds to the Grantee under this Grant Agreement unless the Grantor State Agency requests work and the Grantee performs said work. In which case, the Grantee shall be paid in accordance with the payment rates detailed in section C.3. The Grantor State Agency is under no obligation to request work from the Grantee in any specific dollar amounts or to request any work at all from the Grantee during any period of this Grant Agreement.

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

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

SHANE McFARLAND, MAYOR

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

ADAM TUCKER, CITY ATTORNEY
APPROVED AS TO FORM AND LEGALITY

DATE

DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE

ATTACHMENT ONE

UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET

	STATE SHARE	FEDERAL SHARE	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT					
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT	\$806,200.00	\$0.00	\$806,200.00	\$506,200.00	\$1,312,400.00
30.xx.xx Operating Assistance					
SCOPE—RURAL TRANSIT ASST PROGRAM					
43.5x.xx Rural Transit Assistance Program					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
xx.xx.xx - Other					
xx.xx.xx - Other					
GRAND TOTAL	\$806,200.00		\$806,200.00	\$506,200.00	\$1,312,400.00

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: OPERATING	State	Federal	Grant Contract	Grantee	Total Project
30.00.00 Operating Assistance - 80% TDOT	\$400,000.00	\$0.00	\$400,000.00	\$100,000.00	\$500,000.00
30.00.00 Operating Assistance - 50% TDOT	\$406,200.00	\$0.00	\$406,200.00	\$406,200.00	\$812,400.00
TOTAL	\$806,200.00	\$0.00	\$806,200.00	\$506,200.00	\$1,312,400.00

ATTACHMENT TWO

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 4110

Is City of Murfreesboro a parent? Yes ☒ No ☐

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

Is City of Murfreesboro a child? Yes ☐ No ☒

If yes, complete the fields below.

Parent entity's name: City of Murfreesboro

Parent entity's tax identification number: 62-6000374

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

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

Parent entity's contact information

Name of primary contact person: Melissa B. Wright - City Recorder

Address: P.O. Box 1139, Murfreesboro, TN 37133-1139

Phone number: 615-893-5210

Email address: mwright@murfreesborotn.gov

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

COUNCIL COMMUNICATION

Meeting Date: 6/27/19

Item Title: Zoning Ordinance Amendment: G-I (General Industrial)
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Amend the Zoning Ordinance to create the G-I (General Industrial) zone.

Staff Recommendation

Conduct a public hearing, pass and adopt the ordinance amending the Zoning Ordinance.

The Planning Commission unanimously recommended approval of the Zoning Ordinance amendment by a vote of 6-0.

Background Information

The Planning Department requests a Zoning Ordinance amendment to create the G-I zone, which would serve as a medium-intensity industrial zoning district, less restrictive than the L-I (Light-Industrial) zone but more restrictive than the H-I (Heavy Industrial) zone. In addition to creating the G-I zone, this ordinance updates *Chart 1: Uses Permitted* to remove certain uses that are obsolete, repetitive, or otherwise unnecessary and modernizes the names for some of the other uses referenced.

During its regular meeting on May 1, 2019, the Planning Commission conducted a public hearing on this matter and recommended approval of this amendment.

Council Priorities Served

Engaging Our Community

Public hearings are the official source of public input from stakeholders for Zoning Ordinance amendments.

Excellent Services with a Focus on Customer Service

The proposed G-I zone will offer an additional industrial option for landowners, developers, and the Council to consider, which in some instances may be a better fit for certain parcels than the H-I or L-I zones. The other miscellaneous revisions will make Chart 1 more user-friendly for stakeholders as well as Staff.

Strong and Sustainable Financial and Economic Health

The proposed addition of the G-I zone recognizes the importance of industrial development for the local economy and provides an additional option for industrial zoning that may be more suitable for certain areas than the existing H-I or L-I zones.

Fiscal Impacts

None.

Attachments:

1. Ordinance 19-O-14
2. Staff Report from 5/1/19 Planning Commission meeting
3. Minutes from 5/1/19 Planning Commission meeting

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 1, 2019**

Proposed amendments to the Zoning Ordinance regarding Sections 14 and 22 and Charts 1 and 2 [2019-803]; pertaining to industrial uses, City of Murfreesboro Planning Department applicant.

The primary purpose of this revision to the Murfreesboro Zoning Ordinance is to create a new industrial zoning district. For the most part, the new district—General Industrial (G-I)—would allow uses consistent with those allowed in the Heavy Industrial (H-I) district. However, certain intensive heavy industrial uses would be restricted from the G-I district.

Use Standards for G-I District

Chart 1 of the Zoning Ordinance would be amended to add the new district and designate uses for the district as either by-right or allowed by Special Use Permit. Uses currently allowed in the H-I district that would not be allowed in the G-I district include:

Manufacture, Storage, Distribution of:

- Asbestos Products
- Automobile Dismantlers and Recyclers
- Chemicals
- Composting Facility
- Fertilizer
- Leather and Leather Products, Tanning and Finishing
- Lumber and Wood Products
- Mobile Home Construction
- Paper Mills
- Petroleum, Liquified Petroleum Gas and Coal Products except refining
- Petroleum and Coal Products Refining
- Primary Metal Manufacturing
- Saw Mills
- Scrap Processing Yard
- Scrap Metal Processors
- Scrap Metal Distribution and Storage
- Secondary Material Dealers
- Refuse Processing, Treatment and Storage
- Landfill
- Junkyard

Each of the above uses would continue to be allowed by right or by Special Use Permit in the H-I zoning district. Likewise, while adult oriented businesses would be restricted from the G-I district, they would continue to be allowed by right in the H-I zoning district subject to the distance and separation requirements set forth in Section 32 of the Zoning Ordinance.

Bulk Standards for G-I District

In addition to the Chart 1 changes listed above, Chart 2 would be modified to include bulk standards for the G-I zoning district. The bulk standards for the G-I district would mimic those of the H-I and L-I districts and would include the following:

Minimum front setback: 42 feet
Minimum side setback: 10 feet
Minimum rear setback: 20 feet
Maximum building height: 75 feet
Minimum lot width: 50 feet

Lot area, density, floor area ratio, livability space ratio, open space ratio, and lot coverage standards would not apply to the G-I zoning district. This is consistent with the H-I and L-I zoning districts.

Uses to Be Removed from Chart 1

Along with creating the G-I zoning district, this proposed revision to the Zoning Ordinance would remove certain uses from Chart 1 that are obsolete, repetitive, or otherwise unnecessary. The uses that would be removed from Chart 1 are:

Agricultural Uses

- Hunting, Trapping and Game Propagation
Reason for removal: Listed but not currently allowed in any zoning district

Commercial Uses

- Mobile Home Sales
Reason for removal: Repetitive, covered by other use listings
- Wrecker Service
Reason for removal: Repetitive, covered by other use listings

Industrial Uses

Manufacture, Storage, Distribution of:

- Animal or Poultry Slaughter, Stockyards, Rendering
Reason for removal: Not suitable for most urban environments
- Candy
Reason for removal: Repetitive, covered by other use listings
- Explosives
Reason for removal: Not suitable for most urban environments
- Fireworks
Reason for removal: Not suitable for most urban environments
- Metal or Rubber Stamps
Reason for removal: Obsolete; repetitive; covered by other use listings
- Novelties
Reason for removal: Repetitive, covered by other use listings

- Pulp Mills
Reason for removal: Listed but not currently allowed in any zoning district
- Radioactive Materials
Reason for removal: Not suitable for most urban environments
- Soap
Reason for removal: Repetitive, covered by other use listings
- Toys
Reason for removal: Repetitive, covered by other use listings
- Warehouse
Reason for removal: Repetitive, covered by other use listings

Transportation and Public Utilities

- Freight, Service Facility
Reason for removal: Repetitive, covered by other use listings
- Railroad Switching Yard, Terminal, Piggyback Yard
Reason for removal: Repetitive, covered by other use listings
- Automobile graveyard
Reason for removal: Repetitive, covered by other use listings
- Metal, Sand, Stone, Gravel, Clay, Mining, and other related processing
Reason for removal: Not suitable for most urban environments

Each of the listed uses that are being removed for unsuitability could still be allowed through the planned development zoning process.

Additional Changes to Chart 1

In an effort to modernize Chart 1, staff recommends making the following nomenclature changes:

Current Use Name	Proposed Use Name
Telephone Service Center	Telephone or Communication Services
Telephone Switching Center, Electric Transmission, Gas Piping, Water Pumping Station	Electric Transmission, Gas Piping, Water Pumping Station
Truck or Motor Freight Terminal, Service Facility	Freight Terminal, Service Facility

Public Hearing

The Planning Commission should conduct a public hearing on this matter and then make a recommendation to the City Council.

**Minutes of the
Murfreesboro Planning Commission
May 1st, 2019
Council Chambers 6:00 P.M.**

Members Present

Kathy Jones, Chair
Ken Halliburton, Vice Chair
Warren Russell
Ronnie Martin
Jennifer Garland
Chase Salas

Staff Present

Donald Anthony, Planning Director
Matthew Blomeley, Assist. Planning Director
Margaret Ann Green, Principal Planner
Sam Huddleston, Executive Director of Dev. Services
David Ives, Assistant City Attorney
Lexi Stacey, Recording Assistant
Dianna Tomlin, Principal Planner
Amelia Kerr, Planner
Austin Cooper, Planner
Jafar Ware, Planner
Robert Holtz, Building and Codes Director
Teresa Stevens, Sign Administrator

Chair Kathy Jones called the meeting to order after determining there was a quorum.

The minutes from the March 6th, 2019 and April 17th, 2019 Planning Commission meetings were approved as submitted.

Annexation plan of services and annexation petition [2019-504] for approximately 3.1 acres located along Shelbyville Pike, Douglas Dales applicant. Ms. Amelia Kerr summarized the staff report, which was made available in the agenda packet provided to the Planning Commission. Ms. Kerr noted that although the City can provide utilities to the subject property, the Murfreesboro Fire and Rescue Department has indicated that they cannot provide services to the existing structures on the property due to the nearest fire hydrant being approximately 1,100 feet to the south. Ms. Kerr added that the Murfreesboro Fire and Rescue Department requested that a fire hydrant be installed or the structures be removed prior to the effective date of annexation. Ms. Kerr requested that this item be deferred until a resolution is for fire protection is determined. Mr. Matt Taylor was in attendance to represent the applicant.

Chair Kathy Jones opened the public hearing.

The following residents spoke during the public hearing:

- Andy McClean (146 Volunteer Road) asked the Planning Commission if the owner had received the required 51 percent of signatures by the Town and Country Estates

May 1st, 2019

residents, as it is required by their restrictive covenants for the rezoning to commercial.

Chair Jones closed the public hearing.

Mr. Taylor said that the seller did obtain the 51 percent of the required signatures.

Mr. Ken Halliburton made a motion to defer, seconded by Mr. Chase Salas. The motion carried by unanimous vote in favor.

Zoning application [2019-411] for approximately 3.1 acres located along Shelbyville Pike to be zoned CH simultaneous with annexation, Five Star Joint Venture applicant. Ms. Amelia Kerr summarized the staff report, which was made available in the agenda packet provided to the Planning Commission. Mr. Matt Taylor noted that the Future Land Use map was approved before the surrounding area started growing as commercial, in particular, the Murfreesboro Medical Clinic developing adjacent to the subject property.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning request; therefore, Chair Jones closed the public hearing.

Mr. Ronnie Martin made a motion to defer, seconded by Ms. Jennifer Garland. The motion carried by unanimous vote in favor.

Proposed amendments to the Zoning Ordinance regarding Sections 14 and 22 and Charts 1 and 2 [2019-803]; pertaining to industrial uses, City of Murfreesboro Planning Department applicant. Mr. Donald Anthony summarized the staff report, which was made available to the Planning Commission. Mr. Anthony explained that this proposal is for a new zoning district, General Industrial. Mr. Anthony noted that General Industrial will serve as step between Light Industrial and Heavy Industrial. Mr. Anthony added that this zoning district will be similar to Heavy Industrial but would remove the adult-oriented uses, as well as heavier, more intense industrial uses.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning request; therefore, Chair Jones closed the public hearing.

Mr. Ken Halliburton made a motion to approve, seconded by Mr. Chase Salas. The motion carried by unanimous vote in favor.

Proposed amendment to the Zoning Ordinance regarding Section 24, Article VI, City Core Overlay expansion (2019-802), City of Murfreesboro Planning Department applicant. Ms. Dianna Tomlin summarized the staff report, which was made available in the agenda packet provided to the Planning Commission. Ms. Tomlin asked for the Planning Commission to allow staff to look at and modify the language of the Single-Family Residential district but allow staff to proceed with taking the proposed ordinance amendment to City Council.

ORDINANCE 19-O-14 amending the Murfreesboro City Code, Appendix A-Zoning, Section 9, Standards for Special Use Permits; Section 13, Planned Development Regulations; Section 14, Districts Established; Section 18, Regulations of General Applicability; Section 22, Industrial Districts; Section 24, Overlay District Regulations; Section 25, Temporary and Accessory Structures and Uses; Chart 5, Required Loading Spaces by Use and Zoning District; Section 27, Landscaping and Screening; Chart 1 and Chart 1 Endnotes, Uses Permitted by Zoning District; Chart 2 and Chart 2 Endnotes, Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios; Table 1, Adjacent and Proposed Districts; and Table 2, Buffer Zone Requirements; pertaining to industrial zoning districts, City of Murfreesboro Planning Department, applicant [2019-803].

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

SECTION 1. Appendix A, Section 9, Standards for Special Use Permits, of the Murfreesboro City Code is hereby amended at subsection (D)(2)(dddd)[1] by inserting “,general industrial (G-I)” between “light industrial (L-I)” and “and heavy industrial (H-I)”.

SECTION 2. Appendix A, Section 13, Planned Development Regulations, of the Murfreesboro City Code is hereby amended at subsection (C)(3) by inserting “, G-I” between “H-I” and “or L-I”.

SECTION 3. Appendix A, Section 14, Districts Established, of the Murfreesboro City Code is hereby amended at subsection (D) by deleting the list of Industrial Districts in its entirety and substituting in lieu thereof the following list:

(D) Industrial Districts.

- (1) H-I, Heavy Industrial District
- (2) G-I, General Industrial District
- (3) L-I, Light Industrial District

SECTION 4. Appendix A, Section 18, Regulations of General Applicability, of the Murfreesboro City Code is hereby amended at subsection (G)(4) by inserting “, G-I (General Industrial),” between “H-I (Heavy Industrial)” and “or L-I (Light Industrial).”

SECTION 5. Appendix A, Section 22, Industrial Districts, of the Murfreesboro City Code is hereby amended by inserting the following between the description of “H-I, Heavy Industrial District” and the description of “L-I, Light Industrial District”:

G-I, GENERAL INDUSTRIAL DISTRICT.

This industrial district is intended to provide areas in which the principal uses permitted are wholesaling, warehousing, or limited manufacturing and which are accessible to major transportation routes. The regulations of this district are designed to minimize the adverse impact such uses may have on nearby districts. The uses permitted in this district, the special uses that may be allowed in this district, and the uses for which site plan review and approval are required are listed in Chart 1 unless otherwise regulated in this article. The minimum lot and yard requirements, maximum height, and the land use intensity ratios which govern any use in this district are listed on Chart 2 unless otherwise regulated in this article.

SECTION 6. Appendix A, Section 24, Overlay District Regulations, of the Murfreesboro City Code is hereby amended at Article V, PS, Planned Signage Overlay District, subsection (C) by inserting "General Industrial (G-I)," between "Heavy Industrial (H-I);" and "Light Industrial (L-I)".

SECTION 7. Appendix A, Section 25, Temporary and Accessory Structures and Uses, of the Murfreesboro City Code is hereby amended at subsection (D)(5) by inserting "G-I" between "H-I," and "and L-I".

SECTION 8. Appendix A, Chart 5, Required Loading Spaces by Use and Zoning District, of the Murfreesboro City Code is hereby amended under the column "District" at the row "Manufacturing, processing, storage or distribution establishment" by inserting ", G-I" between "L-I" and "and H-I".

SECTION 9. Appendix A, Section 27, Landscaping and Screening, of the Murfreesboro City Code is hereby amended as follows at:

- Subsection (K)(3)(b)[4] by inserting ", G-I (General Industrial)" between "H-I (Heavy Industrial)" and "or L-I (Light Industrial)".
- Subsection (L)(1)(a) by inserting "G-I, General Industrial District" between "H-I, Heavy Industrial District" and "L-I, Light Industrial District".

SECTION 10. Appendix A, Chart 1, Uses Permitted by Zoning District, of the Murfreesboro City Code, is hereby amended at the portions indicated on the attached Chart 1 (ATTACHMENT 1) by:

- Inserting column for "G-I" zoning district and indicating uses allowed by right with "X" and uses allowed by Special Use Permit with "S".
- Deleting the following rows under the headings indicated in bold print:

Agricultural Uses

Hunting, Trapping and Game Propagation

Commercial Uses

Mobile Home Sales

Wrecker Service

Industrial Uses

Manufacture, Storage, Distribution of:

Animal or Poultry Slaughter, Stockyards, Rendering

Candy

Explosives

Fireworks

Metal or Rubber Stamps

Novelties

Pulp Mills

Radioactive Materials

Soap

Toys

Warehouse

Transportation and Public Utilities

Freight, Service Facility

Railroad Switching Yard, Terminal, Piggyback Yard

Automobile graveyard

Metal, Sand, Stone, Gravel, Clay, Mining, and other related processing

Telephone Service Center

Telephone Switching Center, Electric Transmission, Gas Piping,
Water Pumping Station
Truck or Motor Freight Terminal, Service Facility

- Adding the following rows under the heading indicated in bold print:

Transportation and Public Utilities

Telephone or Communication Services
Electric Transmission, Gas Piping, Water Pumping Station
Freight Terminal, Service Facility

SECTION 11. Appendix A, Chart 1 Endnotes, Uses Permitted by Zoning District, of the Murfreesboro City Code, is hereby amended at Endnote 1 by inserting "G-I," between "H-I," and "and L-I".

SECTION 12. Appendix A, Chart 2, Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios, of the Murfreesboro City Code is hereby amended as indicated on the attached portion of Chart 2 (ATTACHMENT 2) by inserting a row for "G-I District" between "H-I District" and "L-I District".

SECTION 13. Appendix A, Chart 2 Endnotes, Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios, of the Murfreesboro City Code is hereby amended at Endnote 13 by inserting "G-I," between "L-I," and "and H-I".

SECTION 14. Appendix A, Table 1, Adjacent and Proposed Districts, of the Murfreesboro City Code is hereby amended as indicated on the attached Table 1 (ATTACHMENT 3).

SECTION 15. Appendix A, Table 2, Buffer Zone Requirements, of the Murfreesboro City Code is hereby amended as indicated on the attached Table 2 (ATTACHMENT 4).

SECTION 16. That this Ordinance shall take effect immediately after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL

Chart 1
Page 1 of 9

Revised: 04/11/19

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USES PERMITTED ³	ZONING DISTRICTS																									
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R ²	OG ²	CL ²	CF ^{2,14}	CH ²	MU ²	CBD ²	HI ²	GI ²	LI ²	CM-RS-8 ²	CM-R ²	CM ²	CU	P
Day-Care Center							S	S	S		S	S	S	X	X	X	X	X	X	X	X	S	S	S		
Family Day-Care Home	S	S	S	S	S	S	S	S	S	S	S	S		X	X	X		X	X	X	X	S	S	S	X	
Group Day-Care Home	S	S	S	S	S	S	S	S	S	S	S	S		X	X	X		X	X	X	X	S	S	S	X	
Hospital												X	X				X		X	X	X	S	S	S	X	
Lodge, Club, Country Club ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X	X	X	X		
Mental Health Facility												X	X	X		X	X	X	X	X	X	S	S	S		
Morgue												X	X	X		X	X		X	X	X		X	X		
Museum							S	S	S			S	S	S	X	X	X	X	X	X	X		X	X		
Nursing Home												X	X	S	S	S	X		X	X	X	S	S	S	X	S
Nursery School							S	S	S		S	X	X	S	S	S	X		X	X	X	X	X	X		
Park	X	X	X	X	X	X	X	X	X	X	S	S	S	S	S	S	X		S	S	S	S	S	S	X	
Philanthropic Institution							S	S	S			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Pet Cemetery	S	S	S				S	S	S			X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Public Building ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X	X	S	S	S	X	
Recreation Field ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X		X	X	X	S	S	S	X	X
Senior Citizens Center	S	S	S	S	S	S	S	X	X	S		X	X	X	X	X	X		X	X	X	S	S	S	X	X
School, Public or Private, Grades K - 12 ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X	X	S	S	S	X	
Student Center								S	S			S	S	S	S	S	X	X	X	X	X	S	S	S	X	
AGRICULTURAL USES																							S	S		
Customary General Farming	X ⁶	X ⁶	X ⁶	X ⁶	X ⁶	X ⁶	X ⁶	X ⁶	X ⁶	X ⁶	X ⁶				X ⁶	X			X	X	X				X	X
Crop, Soil Preparation Agricultural Services	S	S	S	S	S	S	S	S	S	S	S				X	X			X	X	X				X	X
Farm Labor and Management Services												X	X	X	X	X		X	X	X	X				X	X
Fish Hatcheries and Preserves																X		X	X	X	X				X	
Grain, Fruit, Field Crop and Vegetable Cultivation and Storage	X	X	X	X	X	X	X	X	X	X	X								X	X	X				X	
Livestock, Horse, Dairy, Poultry, and Egg Products	S	S	S	S	S	S	S	S	S	S									X	X	X				X	
Timber Tracts, Forest Nursery, Gathering of Forest Products	S	S	S	S	S	S	S	S	S	S	S								X	X	X				X	
COMMERCIAL																			X	X	X					
Adult Cabaret																			X ⁹							
Adult Entertainment Center																			X ⁹							
Adult Motel																			X ⁹							
Adults-Only Bookstore																			X ⁹							
Adults-Only Motion Picture Theater																			X ⁹							
Amusements, Commercial Indoor															X	X	X	X	X	X	X				S	

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USES PERMITTED ³	ZONING DISTRICTS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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USES PERMITTED ³	ZONING DISTRICTS																										
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R ²	OG ²	CL ²	CF ^{2,14}	CH ²	MU ²	CBD ²	HI ²	GI ²	LI ²	CM-RS-8 ²	CM-R ²	CM ²	CU	P	
Department or Discount Store															X	X	X	X	X	X	X						
Drive-In Theater																X	X	X	X	X	X						
Dry Cleaning															X	X	X	X	X	X	X						
Dry Cleaning Pick-Up Station															X	X	X	X	X	X	X						
Financial Service												X	X	X	X	X	X	X	X	X	X						
Fireworks Public Display												X	X	X	X	X	X	X	X	X	X						
Fireworks Retailer																S			S	S	S						X
Fireworks Seasonal Retailer															S	S			S	S	S						
Flower or Plant Store												X	X	X	X	X	X	X	X	X	X		X				
Funeral Home														S		X	X	X	X	X	X						
Garage, Parking																X	X		X	X	X						
Garden and Lawn Supplies																X	X	X	X	X	X						
Gas--Liquified Petroleum, Bottled and Bulk															S	X	X	X	X	X	X						
Gas Station														X	X	X	X	X	X	X	X						
General Service and Repair Shop																X	X	X	X	X	X						
Glass--Auto, Plate, and Window																X	X	X	X	X	X						
Glass--Stained and Leaded																X	X	X	X	X	X						
Greenhouse or Nursery														X	X	X	X	X	X	X	X						
Group Assembly, <250 persons												S	S		X	X	X	X	X	X	X		S	S	S		
Group Assembly, >250 persons												S	S		S	S	S	S	S	S	S		S	S	S		
Health Club												X	X	X	X	X	X	X	X	X	X		X				
Ice Retail																X	X		X	X	X						
Interior Decorator												X	X	X	X	X	X	X	X	X	X						
Iron Work																	X	X	X	X	X		X				
Janitorial Service																X	X	X	X	X	X						
Karate, Instruction															X	X	X	X	X	X	X						
Kennels															X	X	X	X	X	X	X						
Keys, Locksmith																X	X	X	X	X	X						
Laboratories, Medical												X	X		X	X	X	X	X	X	X		X	X	X		
Laboratories, Testing															X	X	X		X	X	X	X	X	X			
Laundries, Self-Service														X	X	X			X	X	X						
Lawn, Tree, and Garden Service																X			X	X	X						
Liquor Store																X			X	X	X						
Livestock, Auction															X	X	X	X	X	X	X						
Lumber, Building Material																X			X	X	X						
Manufactured Home Sales																			X	X							
Massage Parlor																			X ⁹								

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S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

USES PERMITTED ³	ZONING DISTRICTS																									
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R ²	OG ²	CL ²	CF ^{2,14}	CH ²	MU ²	CBD ²	HI ²	GI ²	LI ²	CM-RS-8 ²	CM-R ²	CM ²	CU	P
Motor Vehicle Sales (Automobiles)																S	S		X ³	X ³	X ³					
Motor Vehicle Sales (Other Than Automobiles)																S	S		X	X	X					
Motor Vehicle Service ¹²																X	X		X	X	X					
Movie Theater															X	X	X	X	X	X	X					
Music or Dancing Academy															X	X	X	X	X	X	X					
Offices												X	X	X	X	X	X	X	X	X	X	X ⁵	X ⁵	X ⁵		
Optical Dispensaries												X	X		X	X	X	X	X	X	X	X	X	X		
Pawn Shop																X	X	X	X	X	X					
Personal Service Establishment															X	X	X	X	X	X	X					
Pet Crematory														X	X	X	X	X	X	X	X					
Pet Funeral Home																X	X		S	S	S					
Pet Shops															X	X	X		X	X	X					
Pharmacies												X	X	X	X	X	X	X	X	X	X	X	X	X		
Photo Finishing												X	X	X	X	X	X	X	X	X	X	X	X	X		
Photo Finishing Pick-Up Station														X	X	X	X	X	X	X	X					
Radio, TV, or Recording Studio																X	X	X	X	X	X					
Radio and Television Transmission Towers															S	S		S	S	S	S				S	
Rap Parlor																			X ⁹							
Reducing and Weight Control Service												X	X	X	X	X	X	X	X	X	X	X	X	X		
Restaurant and Carry-Out Restaurant														X	X	X	X	X	X	X	X					
Restaurant, Drive-In																X		X	X	X	X					
Restaurant, Specialty														X	X	X	X	X	X	X	X					
Restaurant, Specialty -Limited												S	S	X	X	X	X	X	X	X	X	S	S	S		
Retail Shop, other than enumerated elsewhere															X	X	X	X	X	X	X					
Salvage and Surplus Merchandise															X	X	X	X	X	X	X					
Sauna																X			X ⁹	X	X					
Sheet Metal Shop																X			X	X	X					
Shopping Center, Community																X	X		X	X	X					
Shopping Center, Neighborhood															X	X	X		X	X	X					
Shopping Center, Regional																X	X		X	X	X					
Specialty Shop												X	X	X	X	X	X	X	X	X	X		X			
Tavern												X	X	X	X	X	X	X	X	X	X		X			
Taxidermy Studio																X		X	X	X	X					
Towing ¹²																S			S	S	S					

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USES PERMITTED ³	ZONING DISTRICTS																		
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R ²	OG ²	CL ²	CF ^{2,14}	CH ²	MU ²	CBD ²	HI ²
Veterinary Office												X	X	X	X	X	X		X
Veterinary Clinic																			X
Veterinary Hospital															X	X	X		X
Vehicle Sales (Non-Motorized)																X	X		X
Vehicle Wash																X	X		X
Video Rental														X		X	X		X
Wholesaling														X	X	X	X	X	X
Wireless Telecommunications Towers, Antennas ¹⁷																X		X	X
Wrecker Service, Wrecker Storage Yard ¹²	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
INDUSTRIAL																X		X	X
Manufacture, Storage, Distribution of:																			
Abrasive Products																			
Alcoholic Beverage Manufacture																		X	X
Asbestos Products																		X ²⁰	X ²⁰
Automobile Dismantlers and Recyclers ⁷																		S	
Automobile Manufacture																		S ⁷	
Automobile Parts and Components Manufacture																		X	X
Automobile Seats Manufacture																		X	X
Bakery Goods, Candy																		X	X
Boat Manufacture																		X	X
Bottling Works																		X	X
Brewery																		X	X
Canned Goods																		X	X
Chemicals																		X	X
Composting Facility																		X	
Contractor's Storage, Indoor																X	X	X	X
Contractor's Yard or Storage, Outdoor															X		X	X	X
Cosmetics																		X	X
Custom Wood Products																		X	X
Electrical or Electronic Equipment, Appliances, and Instruments																		X	X
Fabricated Metal Products and Machinery																		X	X
Fertilizer																		X	
Food and Beverage Products except animal slaughter, stockyards, rendering, and brewery																		X	X

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USES PERMITTED ³	ZONING DISTRICTS																								
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R ²	OG ²	CL ²	CF ^{2,14}	CH ²	MU ²	CBD ²	Hi ²	Gi ²	Li ²	CM-RS-8 ²	CM-R ²	CM ²	CU
Furniture and Fixtures																			X	X					
Jewelry																			X	X	X				
Leather and Leather Products except tanning and finishing																			X	X	X				
Leather and Leather Products, Tanning and Finishing																			X						
Lumber and Wood Products																			X						
Mobile Home Construction																			X						
Musical Instruments																			X	X	X				
Office/Art Supplies																			X	X					
Paints																			X	X					
Paper Mills																			S						
Paper Products excluding paper and pulp mills																			X	X					
Petroleum, Liquified Petroleum Gas and Coal Products except refining																			S						
Petroleum and Coal Products Refining																			S						
Pharmaceuticals																			X	X	X				
Photographic Film Manufacture																			X	X					
Pottery, Figurines, and Ceramic Products																			X	X	X				
Primary Metal Distribution and Storage																			X	X					
Primary Metal Manufacturing																			X						
Printing and Publishing																X	X	X	X	X	X				
Rubber and Plastic Products except rubber or plastic manufacture																			X	X					
Rubber and Plastic Products, Rubber and Plastic Manufacture																			X	X					
Saw Mills																			X						
Scrap Processing Yard																			S						
Scrap Metal Processors																			S						
Scrap Metal Distribution and Storage																			S						
Secondary Material Dealers																			S						
Silverware and Cutlery																			X	X	X				
Small Moulded Metal Products																			X	X					
Sporting Goods																			X	X					
Stone, Clay, Glass, and Concrete Products																			X	X	X				
Textile, Apparel Products, Cotton--Factoring, Grading																			X	X	X				
Textile, Apparel Products, Cotton Gin																			X	X					

X = Use permitted by right.

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USES PERMITTED ³	ZONING DISTRICTS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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Chart 2

Revised: 04/11/19

	Minimum Lot Requirements		Minimum Yard Requirements ^{5, 17, 25}					Land Use Intensity Ratios			
DISTRICT AND USE	Area (Sq. Ft.)	Width (Ft.)	Front (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height ¹⁶ (Ft.)	Maximum Gross Density ² (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	Maximum Lot Coverage (percent)
G-I DISTRICT											
1. All uses	none	50 ^[13]	42	10	20	75	none	none	none	none	none

APPENDIX A - ZONING

TABLE 1.

ADJACENT AND PROPOSED DISTRICTS.

TABLE 1

ADJACENT DISTRICT

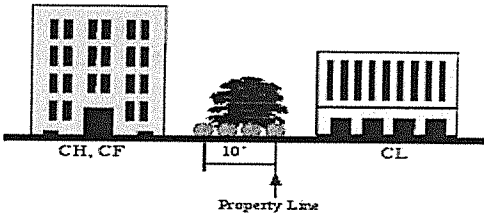
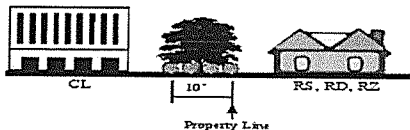
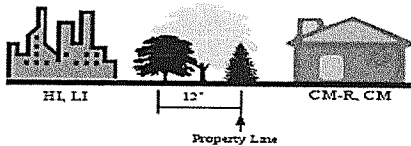
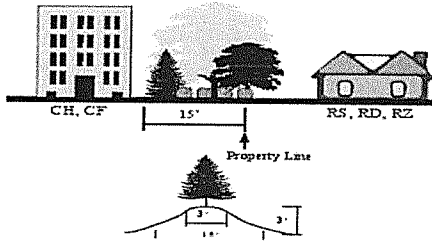
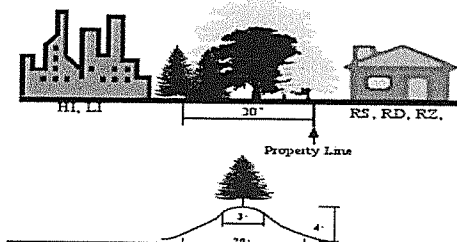
	RS / R-D/ RS-A	RM	R-MO	CM-R/CM/ CM-RS-8/ OG-R/OG	CL	CH / CF / MU	CU	H-I / G-I / L-I	P
RS / R-D / RS-A Single-family detached, attached, zero lot line, and two family	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RS-A Three, four, five family and greater	D	N/A ¹	C	A	A	A	A	A	A
R-MO Mobile homes	C	A	N/A	A	A	A	A	A	B
CM-R / CM / OG-R / OG / CM-RS-8 Medical offices, clinics, offices *Except single-family and two family uses	B	A	A	N/A ¹	A ¹	A	A ¹	A	B
CL Commercial uses *Except single-family and two family uses	B	A	A	A ¹	N/A ¹	A	A ¹	A	B
CH / CF / MU Commercial uses	D	C	C	A ¹	A ¹	N/A	A	A	C
CU Educational institutions *Except single-family and two family uses	C	A	A	A ¹	A ¹	A	N/A ¹	A	A
H-I / G-I / L-I Industrial uses	E	D	D	C	A	A	A	N/A	D
P Parks *All of the uses	A	A	A	A	A	A	A	A	N/A

PROPOSED DISTRICT

Footnote: ¹ If single family or two family exists use Type B.² CBD Exempt.

APPENDIX A - ZONING

TABLE 2. BUFFER ZONE REQUIREMENTS.

THE CITY OF MURFREESBORO			
TABLE 2. BUFFER ZONE REQUIREMENTS			
TYPE	ADJACENT LAND USES		TYPICAL PLAN VIEWS
A	<u>PROPOSED</u>	<u>EXISTING</u>	<div><u>PROPOSED</u></div> <div><u>EXISTING</u></div> 
	CH, CF, MU	CM-R, CM-RS-8 OG-R, OG CL, CU, H-I, G-I, L-I, P	
	CL	RM, R-MO, CM, CM-R CM-RS-8, OG-R, OG, CH CF, CU, H-I, G-I, L-I, P, MU	
	CU	RM, R-MO, CM, CM-R CM-RS-8, OG-R, OG CM, CH CF, H-I, G-I, L-I, P, MU	
	H-I, G-I, L-I	CL, CH, CF, CU, MU	
	CM, CM-R, CM-RS-8 OG-R, OG	RM, R-MO, CL, CH CF, CU, H-I, G-I, L-I, P, MU	
	RM	CM, CM-R, CM-RS-8, OG-R, OG CL, CH, CF, CU, H-I, G-I, L-I, P, MU	
R-MO	RM, CM, CM-R, CM-RS-8, OG-R OG, CL, CF, CH H-I, G-I, L-I, P, MU		
B	CL	RS, R-D, RS-A	
	CM, CM-R, CM-RS-8 OG-R, OG	RS, R-D, RS-A	
C	CH, CF, MU	RM, R-MO	
	CU	RS, R-D, RS-A	
	H-I, G-I, L-I	CM, CM-R, CM-RS-8 OG-R, OG	
	R-MO	RS, R-D, RS-A, RM	
	RM	R-D, RS-A, R-MO	
D	RM	RS	
	CH, CF, MU	RS, R-D, RS-A	
	H-I, G-I, L-I	RM, R-MO, P	
E	H-I, G-I, L-I	RS, R-D, RS-A	
KEY	Shade Tree: A large tree growing to over 40' in height at maturity, usually deciduous, that is planted to provide canopy cover shade. <u>Minimum 2 1/2 - 3 inch caliper at planting.</u>		Large Evergreen Shrub: An upright plant growing 10' to 20' in height at maturity that is planted screening purposes. <u>Minimum 3 ft. ht. at planting.</u> Medium Evergreen Shrub: A plant growing 5' to 10' in height at maturity that is planted for screening purposes. <u>Minimum 2 ft. ht. at planting.</u> Evergreen Shrub: A shrub having foliage that remains green throughout the year that in this instance is planted for screening purposes. <u>Minimum 4 ft. at planting.</u> **TYPICAL DIAGRAMS ON FOLLOWING PAGE**
	Ornamental Tree: A small to medium tree, growing 15' to 40' in height at maturity that is planted for aesthetic purposes such as colorful flowers, interesting bark, or fall foliage. <u>Minimum 1 1/2 inch caliper at planting.</u>		
	Broad Growing Evergreen Tree: A tree having foliage that remains green throughout the year that is planted for screening purposes. <u>Minimum 6 ft. ht. at planting.</u>		

COUNCIL COMMUNICATION

Meeting Date: 6/27/19

Item Title: Zoning Ordinance Amendment: Planned Signage Overlay (PSO)
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Amend the Sign Ordinance to allow institutional group assembly uses to be eligible for PSO zoning.

Staff Recommendation

Conduct a public hearing, pass and adopt the ordinance amending the Zoning Ordinance.

The Planning Commission unanimously recommended approval of the Zoning Ordinance amendment by a vote of 6-0.

Background Information

The Building and Codes Department requests an amendment to the Zoning Ordinance allowing institutional group assembly uses of at least 20 acres to be eligible to make application for PSO zoning. The ordinance also makes any industrial zoning district eligible for PSO zoning, which would cover any future industrial zone, such as the proposed G-I (General Industrial) zoning district.

During its regular meeting on May 1, 2019, the Planning Commission conducted a public hearing on and recommended approval of this amendment.

Council Priorities Served

Engaging Our Community

Public hearings are the official source of public input from stakeholders for Zoning Ordinance amendments.

Excellent Services with a Focus on Customer Service

This amendment responds to the unique needs of larger institutional group assembly uses, such as schools, recreational facilities, and places of worship, giving them the option to submit signage plans tailored to their specific needs.

Fiscal Impacts

None.

Attachments:

1. Ordinance 19-O-15
2. Staff Report from 5/1/19 Planning Commission meeting
3. Minutes from 5/1/19 Planning Commission meeting

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 1, 2019**

- 4.f. Proposed amendment to the Zoning Ordinance regarding Section 24 Planned Signage Overlay District pertaining to eligible zones and uses for PSO zoning [2019-806], City of Murfreesboro Building and Codes Department applicant.**

This amendment will allow an Intuition Group Assembly Use in any zone, and a property owner in the proposed new General Industrial (G-I) zone, if it is approved, to apply for a Planned Signage Overlay (PSO) zoning classification. The eligibility for a PSO zoning overlay district remains as being a development of 20 acres or more. Currently only developments zoned Commercial Highway (CH), Heavy Industrial (H-I), Light Industrial (L-I), Planned Development, or located in any of the GDO Overlay Districts that meet the acreage requirements can apply for a PSO Overlay.

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

**Minutes of the
Murfreesboro Planning Commission
May 1st, 2019
Council Chambers 6:00 P.M.**

Members Present

Kathy Jones, Chair
Ken Halliburton, Vice Chair
Warren Russell
Ronnie Martin
Jennifer Garland
Chase Salas

Staff Present

Donald Anthony, Planning Director
Matthew Blomeley, Assist. Planning Director
Margaret Ann Green, Principal Planner
Sam Huddleston, Executive Director of Dev. Services
David Ives, Assistant City Attorney
Lexi Stacey, Recording Assistant
Dianna Tomlin, Principal Planner
Amelia Kerr, Planner
Austin Cooper, Planner
Jafar Ware, Planner
Robert Holtz, Building and Codes Director
Teresa Stevens, Sign Administrator

Chair Kathy Jones called the meeting to order after determining there was a quorum.

The minutes from the March 6th, 2019 and April 17th, 2019 Planning Commission meetings were approved as submitted.

Annexation plan of services and annexation petition [2019-504] for approximately 3.1 acres located along Shelbyville Pike, Douglas Dales applicant. Ms. Amelia Kerr summarized the staff report, which was made available in the agenda packet provided to the Planning Commission. Ms. Kerr noted that although the City can provide utilities to the subject property, the Murfreesboro Fire and Rescue Department has indicated that they cannot provide services to the existing structures on the property due to the nearest fire hydrant being approximately 1,100 feet to the south. Ms. Kerr added that the Murfreesboro Fire and Rescue Department requested that a fire hydrant be installed or the structures be removed prior to the effective date of annexation. Ms. Kerr requested that this item be deferred until a resolution is for fire protection is determined. Mr. Matt Taylor was in attendance to represent the applicant.

Chair Kathy Jones opened the public hearing.

The following residents spoke during the public hearing:

- Andy McClean (146 Volunteer Road) asked the Planning Commission if the owner had received the required 51 percent of signatures by the Town and Country Estates

May 1st, 2019

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning request; therefore, Chair Jones closed the public hearing.

Mr. Ronnie Martin asked staff why the allowance for duplexes without a shared wall and accessory structures were withheld from the ordinance amendment. Mr. Anthony explained that staff has decided not to pursue the allowance for accessory apartments in the Single-Family Residential district by right, but the language for duplexes without a shared wall is included in the amendment.

Mr. Ronnie Martin made a motion to approve, seconded by Mr. Warren Russell. The motion carried by unanimous vote in favor.

Proposed amendment to the Subdivision Regulations and Street Design Specifications regarding small wireless devices in public rights-of-way [2019-804], City of Murfreesboro Legal Department applicant. Mr. David Ives summarized the staff report, which was made available in the agenda packet provided to the Planning Commission.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning request; therefore, Chair Jones closed the public hearing.

Mr. Chase Salas made a motion to approve, seconded by Mr. Ken Halliburton. The motion carried by unanimous vote in favor.

Proposed amendment to the Zoning Ordinance regarding Section 24 Planned Signage Overlay District pertaining to eligible zones and uses for PSO zoning [2019-806], City of Murfreesboro Building and Codes Department applicant. Mr. Robert Holtz summarized the staff report, which was made available to the Planning Commission in the agenda packet. Mr. Holtz explained that this ordinance amendment would allow an Institutional Group Assembly Use in any zone to apply for a Planned Sign Overlay zoning classification. Mr. Holtz added that only developments zoned Commercial Highway, Heavy Industrial, Light Industrial, Planned Development, or located in any of the GDO Overlay Districts that meet the 20-acre requirement can apply for a PSO Overlay.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning request; therefore, Chair Jones closed the public hearing.

Staff and the Planning Commission conversed about the types of signage allowed in Planned Sign Overlays.

Ms. Jennifer Garland made a motion to approve, seconded by Mr. Chase Salas. The motion carried by unanimous vote in favor.

Proposed amendments to the Sign Ordinance regarding Sections 25.2, 25.2-25, 25.2-26 pertaining to building entry signs, banners and institutional group assembly uses

ORDINANCE 19-O-15 amending Murfreesboro City Code, Appendix A, Section 24, Article V, dealing with planned signage overlay, City of Murfreesboro Building and Codes Department, applicant [2019-806].

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

SECTION 1. Appendix A, Zoning, of the Murfreesboro City Code is hereby amended at Section 24, Article V. PS, Planned Signage Overlay District at subsection (C), Eligible Zone, by deleting it in its entirety and substituting in lieu thereof the following:

(C) *Eligible Zone.* An application for a Planned Signage Overlay District may be submitted by an owner if the development is zoned Highway Commercial (CH), any industrial zone, or as a Planned Development; if it is located in any of the Gateway Design Overlay (GDO) Districts; or if it is an Institutional Group Assembly Use in any zone. An applicant for Planned Development zoning may request Planned Signage Overlay District zoning simultaneously or subsequently to receipt of Planned Development zoning.

SECTION 2. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 6/27/19

Item Title: Sign Ordinance Amendment: Building Entry Signs, Banners, and Institutional Group Assembly Uses
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Amend the Sign Ordinance to make provisions for signage for institutional group assembly uses.

Staff Recommendation

Conduct a public hearing, pass and adopt the ordinance amending the Sign Ordinance.

The Planning Commission unanimously recommended approval of the Sign Ordinance amendment.

Background Information

The Building and Codes Department requests amendment of the Sign Ordinance to provide for signage for institutional group assembly uses located on at least five acres of land.

During its regular meeting on May 1, 2019, the Planning Commission conducted a public hearing and voted to recommend approval of this amendment.

Council Priorities Served

Engaging Our Community

Public hearings are the official source of public input from stakeholders for zoning applications.

Excellent Services with a Focus on Customer Service

This amendment will create more flexibility in the signage allowed for larger institutional group assembly uses, such as schools, recreational facilities, and places of worship, including provisions for wayfinding signs on these larger campuses. This ordinance is in response to issues identified on these campuses and will serve these customers better than the existing provisions in the Sign Ordinance.

Fiscal Impacts

None.

Attachments:

1. Ordinance 19-O-16
2. Staff Report from 5/1/19 Planning Commission meeting
3. Minutes from 5/1/19 Planning Commission meeting

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
MAY 1, 2019**

- 4.g. Proposed amendments to the Sign Ordinance regarding Sections 25.2, 25.2-25, 25.2-26 pertaining to building entry signs, banners and institutional group assembly uses [2019-805], City of Murfreesboro Building and Codes Department applicant.**

The primary purpose of this amendment is to create a separate section for Institutional Group Assemblies that are on a single lot of (5) five acres or more. Currently these uses are allowed signs in accordance with the zoning of the property they are located on. Institutional Group Assemblies include recreational fields, public buildings, public or private schools (K thru 12), country clubs, clubs, churches, and other places of worship. Because these types of uses usually have large buildings and may have multiple buildings on one lot, we believe that treating them as a separate category would allow these uses more appropriate signage to direct pedestrians and automobiles to the appropriate entrance, parking area, or building.

The vast majority of Institutional Group Assemblies are churches and are located in residential zones which are one of the most restrictive zones for signage. This amendment allows more signage, but the type of lighting allowed is push-through or indirect only, which will limit the amount of light emitting from the signs.

This amendment also creates a new category of "Building Entry Signs" and increases the allowable size of temporary "Pennant Signs" from 9 square-feet to 15 square-feet on lots of 10 or more acres. Pennant Signs on lots of less than 10 acres will remain at 9 square-feet.

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

**Minutes of the
Murfreesboro Planning Commission
May 1st, 2019
Council Chambers 6:00 P.M.**

Members Present

Kathy Jones, Chair
Ken Halliburton, Vice Chair
Warren Russell
Ronnie Martin
Jennifer Garland
Chase Salas

Staff Present

Donald Anthony, Planning Director
Matthew Blomeley, Assist. Planning Director
Margaret Ann Green, Principal Planner
Sam Huddleston, Executive Director of Dev. Services
David Ives, Assistant City Attorney
Lexi Stacey, Recording Assistant
Dianna Tomlin, Principal Planner
Amelia Kerr, Planner
Austin Cooper, Planner
Jafar Ware, Planner
Robert Holtz, Building and Codes Director
Teresa Stevens, Sign Administrator

Chair Kathy Jones called the meeting to order after determining there was a quorum.

The minutes from the March 6th, 2019 and April 17th, 2019 Planning Commission meetings were approved as submitted.

Annexation plan of services and annexation petition [2019-504] for approximately 3.1 acres located along Shelbyville Pike, Douglas Dales applicant. Ms. Amelia Kerr summarized the staff report, which was made available in the agenda packet provided to the Planning Commission. Ms. Kerr noted that although the City can provide utilities to the subject property, the Murfreesboro Fire and Rescue Department has indicated that they cannot provide services to the existing structures on the property due to the nearest fire hydrant being approximately 1,100 feet to the south. Ms. Kerr added that the Murfreesboro Fire and Rescue Department requested that a fire hydrant be installed or the structures be removed prior to the effective date of annexation. Ms. Kerr requested that this item be deferred until a resolution is for fire protection is determined. Mr. Matt Taylor was in attendance to represent the applicant.

Chair Kathy Jones opened the public hearing.

The following residents spoke during the public hearing:

- Andy McClean (146 Volunteer Road) asked the Planning Commission if the owner had received the required 51 percent of signatures by the Town and Country Estates

May 1st, 2019

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning request; therefore, Chair Jones closed the public hearing.

Mr. Ronnie Martin asked staff why the allowance for duplexes without a shared wall and accessory structures were withheld from the ordinance amendment. Mr. Anthony explained that staff has decided not to pursue the allowance for accessory apartments in the Single-Family Residential district by right, but the language for duplexes without a shared wall is included in the amendment.

Mr. Ronnie Martin made a motion to approve, seconded by Mr. Warren Russell. The motion carried by unanimous vote in favor.

Proposed amendment to the Subdivision Regulations and Street Design Specifications regarding small wireless devices in public rights-of-way [2019-804], City of Murfreesboro Legal Department applicant. Mr. David Ives summarized the staff report, which was made available in the agenda packet provided to the Planning Commission.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning request; therefore, Chair Jones closed the public hearing.

Mr. Chase Salas made a motion to approve, seconded by Mr. Ken Halliburton. The motion carried by unanimous vote in favor.

Proposed amendment to the Zoning Ordinance regarding Section 24 Planned Signage Overlay District pertaining to eligible zones and uses for PSO zoning [2019-806], City of Murfreesboro Building and Codes Department applicant. Mr. Robert Holtz summarized the staff report, which was made available to the Planning Commission in the agenda packet. Mr. Holtz explained that this ordinance amendment would allow an Institutional Group Assembly Use in any zone to apply for a Planned Sign Overlay zoning classification. Mr. Holtz added that only developments zoned Commercial Highway, Heavy Industrial, Light Industrial, Planned Development, or located in any of the GDO Overlay Districts that meet the 20-acre requirement can apply for a PSO Overlay.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning request; therefore, Chair Jones closed the public hearing.

Staff and the Planning Commission conversed about the types of signage allowed in Planned Sign Overlays.

Ms. Jennifer Garland made a motion to approve, seconded by Mr. Chase Salas. The motion carried by unanimous vote in favor.

Proposed amendments to the Sign Ordinance regarding Sections 25.2, 25.2-25, 25.2-26 pertaining to building entry signs, banners and institutional group assembly uses

May 1st, 2019

[2019-805], City of Murfreesboro Building and Codes Department applicant. Mr.

Robert Holtz summarized the staff report, which was made available to the Planning Commission in the agenda packet. Mr. Holtz explained that the vast majority of Institutional Group Assemblies are churches and are located in residential zones which are among the most restrictive zones for signage; this amendment allows more signage regardless of the zones in which properties are located.

Staff and the Planning Commission conversed about the types of building materials allowed for signage.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning request; therefore, Chair Jones closed the public hearing.

Mr. Ken Halliburton made a motion to approve, seconded by Mr. Warren Russell. The motion carried by unanimous vote in favor.

Mandatory Referral [2019-710] to consider the dedication of a pump station easement on City-owned property north of West Thompson Lane and east of Leanna Road as part of the Caroline Farms development, Caroline Farms, LLC applicant. Mr.

Matthew Blomeley summarized the staff report, which was made available to the Planning Commission in the agenda packet. Mr. Blomeley explained that this mandatory referral is for the dedication of a sanitary sewer pump station easement on the City-owned property east of Leanna Road and north of West Thompson Lane commonly referred to as the "Jordan Farm." Mr. Blomeley noted that the pump station will be utilized by the Caroline Farms single-family residential subdivision to its east.

Mr. Ken Halliburton made a motion to approve, seconded by Mr. Chase Salas. The motion carried by unanimous vote in favor.

Mandatory Referral [2019-711] to consider the use of a 5-acre gravel lot at 950 N Thompson Ln owned by Saint Thomas Rutherford for parking. Mr. Donald Anthony explained that this mandatory referral is to allow the expansion and parking on a gravel lot located at 950 N Thompson Lane. Mr. Anthony noted that the conditions upon approval would be: the applicant would have to remove all gravel from site prior to the issuance of Certificate of Occupancy; the applicant would return the lot to a "clean and green" state; and the applicant would provide a tree survey to the Planning Department if any trees are preserved.

Ms. Jennifer Garland stated that she would be abstaining from voting as her employer is involved in the construction.

Mr. Ronnie Martin made a motion to approve, seconded by Mr. Warren Russell. The motion carried by unanimous vote in favor, with one abstention.

There being no further business the meeting adjourned at 6:47 pm.

ORDINANCE 19-O-16 amending Murfreesboro City Code, Chapter 25.2— Signs, Sections 25.2-2, 25.2-25, and 25.2-26, dealing with building entry signs, pendants, institutional group assemblies; City of Murfreesboro Building and Codes Department, applicant [2019-805].

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

SECTION 1. Section 25.2-2 of the Murfreesboro City Code is hereby amended at subsection (A) by adding the following definition in appropriate alphabetical order:

“Building Entry Sign:” An attached sign that is located near a primary pedestrian entrance of a building that identifies the interior uses of the building that are accessible from that entrance. This sign is not included in the total number of attached signs.”

SECTION 2. Section 25.2-25 of the Murfreesboro City Code is hereby amended at subsection (C), *Conditionally allowable temporary signs*, by deleting (6)(b) and (6)(h), dealing with pennant size and zone, and substituting in lieu thereof the following:

“(b) Size – Fifteen sq. ft. each maximum on a single lot of 10 or more acres, 9 sq. ft. for a single lot of less than 10 acres.”

“(h) Zone - All zones except residential zones and residential use areas of MU and PUD. Also allowed on a lot of (5) five acres or more that is used as an Institutional Group Assembly in any zone.”

SECTION 3. Section 25.2-26 of the Murfreesboro City Code is hereby amended at subsection (C), *Permitted signs*, by renumbering (7) and (8) as (8) and (9) respectively and adding a new subsection (7) as follows:

(7) Institutional Group Assemblies in any zone on a single lot of 5 acres or more shall be permitted the following signs:

(a) Development ID Sign:

Type- Freestanding Wall sign.

Number – Two per development entrance.

Display Surface Area - 40 sq. ft. maximum.

Setback – N/A

Height - 8 ft. maximum

Illumination – Push-thru or indirect only

Other limitations – Shall not obstruct sight triangle.

(b) Attached:

Number - Three per building maximum.

Size - 3 sq. ft. per linear feet of building frontage not to exceed 75 sq. ft. maximum.

Setback - N/A.

Height - Ground level floor.

Illumination – Push Thru style or Indirect only

(c) Complex:

Type – Ground.

Number - One per lot maximum.

Size - 60 sq. ft. maximum.

Setback - 5 ft. ROW, 8 ft. power lines minimum.

Height - 16 ft. maximum.

Illumination – Push thru or indirect illumination

OR

Type - Freestanding wall sign:

Number – Two per lot maximum.

Size - Letters shall not exceed 24 in. in height. Display surface shall not exceed 40 sq. ft.

Setback - 5 ft. ROW, 8 ft. power lines minimum.

Height - 8 ft. maximum.

Illumination – Push Thru or Indirect Only.

(d) Outline lighting: Not Allowed

(e) Strip lighting: Not Allowed

(f) Permanent Flag signs:

Type - Ground-mounted or wall-mounted.

Number - Three per lot maximum.

Size - 150 sq. ft. maximum any one flag sign.

- 230 sq. ft. maximum total flag signage.

Setback - 20 ft. ROW, 8 ft. power lines minimum.

Height - 50 ft. maximum if ground-mounted.

- 20 ft. maximum if wall-mounted vertical.

- 16 ft. maximum if wall-mounted outrigger.

Neither the flag sign, flagpole or other support structure may extend over a public ROW.

Neither the flag sign, flagpole or other support structure may extend over an adjoining property line without the written consent of the adjoining property owner.

(g) Building material sign:

Type - Constructed as part of a building wall:

Number - One per building.

Size - The total square footage shall not exceed the greater of: 350 sq. ft. or 15% of the surface of the exterior wall on which it is located.

For this purpose, an exterior wall surface shall have an unbroken horizontal and vertical elevation.

(h) Building Entry Sign:

Type: Attached; in close proximity of the pedestrian entrance doors.

Number: One per primary entrance; does not count towards total attached signage.

Size: 10 sf maximum

Height: 12ft. maximum

Illumination: Indirect or push-thru

(i) Routing Sign:

Type: Ground mounted or freestanding wall sign.

Number: One per intersection

Display surface area: 10 sq. ft. maximum each

Setback 5 ft. from ROW, 8 ft. from power lines.

Height: 8 ft. maximum

Illumination: In-direct or push thru

SECTION 4. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 6/27/2019

Item Title: Airport Economic Development Grant

Department: Airport

Presented by: Chad Gehrke, Airport Manager



Requested Council Action:

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

Summary

Tennessee Aeronautics Division award of \$2 million Airport Economic Development (AED) Grant for the South Terminal Development Project.

Staff Recommendation

Approve the Airport Economic Development Grant.

Background Information

Murfreesboro Municipal Airport is one of eight airports in Tennessee to be awarded an Airport Economic Development Grant this year. The Grant will be used toward the construction of a large aircraft maintenance and storage hangar, offices, apron expansion, and the removal of the old Quonset-style hangar.

Like the Terminal Project, this will be a design build project to secure delivery of the maximum facilities within a definitive budget. The hangar facility design provides a flexible hangar facility for one or several tenants to rent two large or four separate secured hangar bays. The design also allows the Airport to respond to changes to the industry and or economy relatively quickly.

Council Priorities Served

Strong and Sustainable Financial and Economic Health T

Grant funds reduces construction costs for the \$4 million project and support job creation.

Excellent Services with a Focus on Customer Service

Improvement of Airport facilities allows the City to provide excellent customer service to Airport tenants and customers through expanded services and products provided by the businesses based at the airport and creating jobs for highly trained aircraft mechanics and avionics technicians.

Fiscal Impacts

The Grant covers approximately 50% of the project construction costs currently programed into the CIP.

Operational Issues

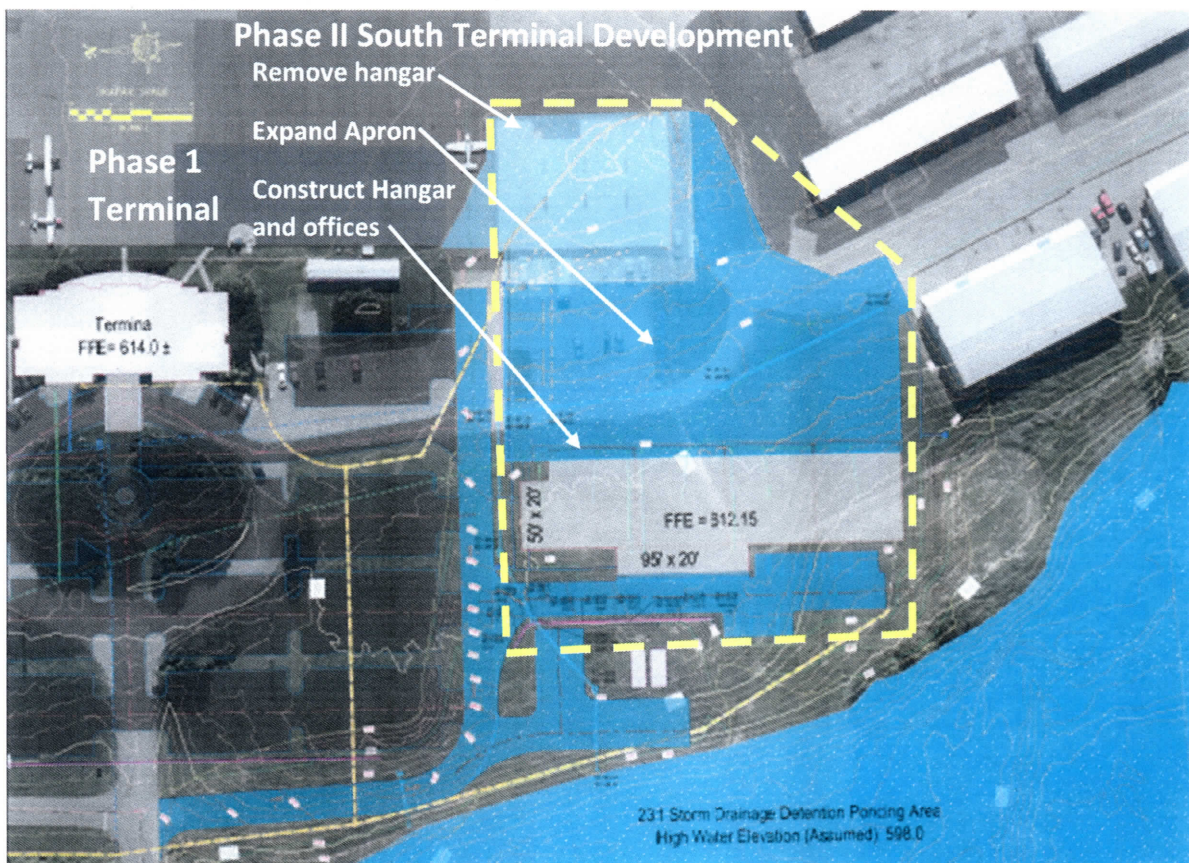
Construction at an operating airport requires continual vigilance in safety and some operational adjustments. Careful planning, however, will mitigate much for the operational issues.

Attachments:

- 1) Drawing of South Terminal Development Project
- 2) Airport Economic Development Grant



South Terminal Development Area





How the South Terminal Development may look after completion of project


Description of the scope of the South Terminal Development Project

1. Prepare site, install fill material, install drainage
2. Construct hangar and offices
3. Pave expanded apron
4. Demolish hangar
5. Prepare and pave apron at previous hangar location

b. Cost

Design and Engineering Costs	\$ 282,000
Construction Costs	\$ 3,524,000
Construction Administration and Inspection Costs	\$ 284,500
TOTAL	\$ 4,090,500

Please see attached detail cost estimate prepared by ATKINS North America.

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 6/30/2019		End Date 6/29/2022		Agency Tracking # 40100-00619	
Edison ID 57815					
Grantee Legal Entity Name City Of Murfreesboro				Edison Vendor ID 4110	
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # N/A Grantee's fiscal year end – June 30			
Service Caption (one line only) South Terminal Development Hangar					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2019	\$2,000,000.00				\$2,000,000.00
TOTAL:	\$2,000,000.00				\$2,000,000.00
Grantee Selection Process Summary <input checked="" type="checkbox"/> Competitive Selection <p>For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.</p> <input type="checkbox"/> Non-competitive Selection <p>Describe the reasons for a non-competitive grantee selection process.</p>					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional)		Account Code (optional) 71302			

VENDOR ADDRESS: 5 **LOCATION CODE: MURFRE-002**

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

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

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

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

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on **June 30, 2019** ("Effective Date") and extend for a period of **THIRTY-SIX (36) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to TWO (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Two Million Dollars and No Cents (\$2,000,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Two** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation-Aeronautics Division
aero.grants@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Transportation-Aeronautics Division
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

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

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

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

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

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee

shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

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

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

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

the respective party as set out below:
The State:

Richard Vaughn, Transportation Program Monitor 1
TN Dept. of Transportation-Aeronautics Division
607 Hangar Lane, Bldg. 4219
Nashville, TN 37217
Telephone: 615-741-3208
Email: Richard.E.Vaughn@tn.gov

The Grantee:

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

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete **Attachment Three**.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the

Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—300.326 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in

whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.3. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.4. Airport Assurances from Sale or Disposal of Land, Properties, Structures or Materials Related to Airport. The airport owner shall not sell or otherwise dispose of the property identified herein without the express prior written consent of the State, which consent will not be unreasonably withheld. In the event that the State grants permission to sell or otherwise dispose of all or a portion of the forgoing property in perpetuity, the airport owner shall be liable to pay the State a portion of the proceeds at fair market value as determined herein, resulting from the agreed upon sale price or fair market value. The funds collected from the sale of the property or fair market value will be divided in the same proportion as defined in this Grant Contract with said State funds reinvested into airport property in accordance with State funding policies and procedures.

Nothing herein shall prohibit the parties hereto from agreeing to the reinvestment of said proportion of the proceeds or fair market value for rehabilitation or improvements in any remaining airport properties or structures or at a new airport site.

All properties purchased with assistance of this Grant must include in the property deed a clause that states that **"This property was purchased with the assistance of State and/or Federal funds, and may not be sold or otherwise disposed of without all agencies express written consent."**

- E.5. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.
- E.6. Compliance with FAA Regulations. For all grants involving federal funds, the Grantee agrees to accomplish the project in compliance with the terms and conditions contained in the U. S. Department of Transportation Federal Aviation Administration *Terms and Conditions of Accepting Airport Improvement Program Grants* hereby incorporated into this document by reference. Said document is on file in the Tennessee Department of Transportation, Aeronautics Division Office. These assurances can also be located on the FAA Website at www.faa.gov/airports/aip/grant_assurances
- E.7. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.8. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.
- E.9. Competitive Procurements. Should this Grant Agreement provide for the reimbursement of the cost of goods, materials, supplies, equipment, or contracted services; such procurements shall be made on a competitive basis, where practicable. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

TAD #75-0256-19

GRANTEE SIGNATURE

DATE

SHANE McFARLAND, CITY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

GRANTEE LEGAL COUNSEL'S SIGNATURE

DATE

DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

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

DATE

COUNCIL COMMUNICATION

Meeting Date: 06/27/2019

Item Title: Murfreesboro Municipal Airport Terminal-Change Order No. 1

Department: Administration

Presented by: Greg McKnight, Director of Project Development

Requested Council Action:

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

Summary

Change order No. 1 to correct unstable site at Murfreesboro Municipal Airport Terminal project.

Staff Recommendation

Approval of the change order with Smith Design/Build Corp., Inc. in the amount of \$81,231.

Background Information

GEO Technical Exploration of building site was performed 8/11/2017 by K.S. Ware and Associates. Due to the existing building and unknown underground utility locations surrounding the building, only preliminary soil testing could be performed. With the demolition of the building, final testing can be complete; however, additional costs were incurred due to the phase testing scheduled.

Council Priorities Served

Excellent Services with a Focus on Customer Service

The new Airport terminal will be an important aviation gateway to the community, providing a facility to serve Airport customers and enhancing the City's economic development assets.

Fiscal Impacts

The project is funded from the FY18 bond issuance with project budget of \$5.9 million. The Design Build Contract for this project was \$4,592,240 and with the \$81,231, the contract amount will be \$4,673,471.

Attachments:

1. Change order No. 1
2. Report of Geotechnical Exploration

CHANGE ORDER FOR A DESIGN-BUILD PROJECT**CHANGE ORDER NO.****1****DATE****5/9/2019****PROJECT:**

MURFREESBORO MUNICIPAL AIRPORT TERMINAL
1930 MEMORIAL BLVD.
MURFREESBORO, TN 37129

OWNER☒**DESIGN-BUILDER**☒**DESIGN-BUILDER:**

SMITH DESIGN/BUILD CORP., INC.
412 GOLDEN BEAR COURT
SUITE B
MURFREESBORO, TN 37128

OWNER:

CITY OF MURFREESBORO
111 WEST VINE STREET
MURFREESBORO, TN 37130

ARCHITECT☒**FIELD**☒**ORIGINAL CONTRACT DATE 04/15/2019****OTHER**☐

The Design-Build Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Change Directives.)

UNDERCUT SOILS IN THE PARKING LOT AS DIRECTED BY THE TTL TECHNICIAN \$13,582.25
REPLACE EXCAVATED SOILS WITH 375 CUBIC YARDS OF QUARRY SURGE STONE

TREE REMOVAL AND DISPOSAL \$1,347.50

UNDERCUT SOILS IN THE BUILDING SLAB TO 2'-8" BELOW FF AND BELOW PROPOSED \$57,800.96
FOOTINGS TO 4'-4" BELOW FF AS DIRECTED BY THE TTL TECHNICIAN.
UNDERCUT AREAS FILLED TO SUBGRADE WITH SURGE STONE AND SHOT ROCK.
ALL UNDERCUT AREAS PROOF ROLLED AS WITNESSED BY TTL TECHNICIAN.
ROCK EXCAVATION/HOE RAM (VERIFYING) \$8,500.00
TOTAL CHANGE ORDER #1 \$81,230.71

ORIGINAL CONTRACT SUM \$ 4,592,240.00

NET CHANGE BY PREVIOUS AUTHORIZED CHANGE ORDERS \$ 0.00

ADJUSTED CONTRACT SUM PRIOR TO THIS CHANGE ORDER \$ 4,592,240.00

CONTRACT SUM WILL BE (INCREASED) ~~(DECREASED)~~ (UNCHANGED)

BY THIS CHANGE ORDER IN THE AMOUNT OF \$ 81,230.71

ADJUSTED CONTRACT SUM INCLUDING THIS CHANGE ORDER \$ 4,673,470.71

THE CONTRACT TIME WILL BE ~~(INCREASED)~~ ~~(DECREASED)~~ (UNCHANGED) BY (ZERO) days.
THE DATE OF SUBSTANTIAL COMPLETION IS THEREFORE CHANGED TO 4/15/2020

NOTE: This Change Order does not include changes in the Contract Sum or Contract Time that have been authorized by Change Directive until the cost and time have been agreed upon by both the Owner and Design-Builder, in which case a Change Order is executed to supersede the Change Directive.

When executing this Change Order, the Design-Builder represents that all changes to the Project design implemented by this Change Order have been reviewed and approved by the Architect or other licensed design professional(s) of record for the Project.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.**Smith Design/Build Corp., Inc.**

DESIGN-BUILDER (firm name)

BY (authorized signature)

Blake J. Smith

(Printed name)

DATE

City of Murfreesboro

OWNER (firm name)

BY (authorized signature)

Greg McKnight

(Printed name)

DATE



REPORT OF GEOTECHNICAL EXPLORATION

Terminal Improvements and Terminal Area Landside Pavement Redevelopment Murfreesboro Municipal Airport Murfreesboro, Tennessee

Prepared For:

ATKINS
404 BNA Drive, Suite 600
Nashville, Tennessee 37217

Prepared By:

K. S. Ware and Associates, L.L.C.
54 Lindsley Avenue
Nashville, Tennessee 37210

KSWA Project Number 100-17-0053

August 11, 2017



54 Lindsley Avenue
Nashville, Tennessee 37210
Phone: 615-255-9702

August 11, 2017

Mr. Darren Duckworth, PE
ATKINS
404 BNA Drive, Suite 600
Nashville, Tennessee 37217

**Subject: Terminal Improvements and Terminal Area Landside Pavement Redevelopment
Murfreesboro Municipal Airport
Murfreesboro, Tennessee
KSWA Project Number 100-17-0053**

Dear Mr. Duckworth:

K. S. Ware and Associates, L.L.C. (KSWA) is pleased to submit this report which details the results of our geotechnical exploration for the referenced project. Our services were provided in accordance with our Proposal No. 100-17-0053 dated April 12, 2017.

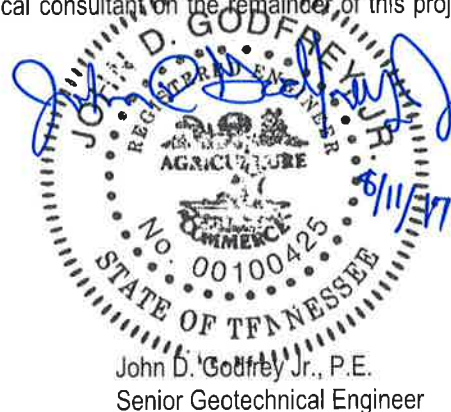
The attached report reviews the project information provided to us, describes the site and subsurface conditions encountered, and details our geotechnical recommendations for the project. The Appendices contain a description of our field-testing procedures, and our field and laboratory test results.

We appreciate this opportunity to be of service to you on this project. Please contact us if you have any questions regarding this report. We look forward to serving as your geotechnical consultant on the remainder of this project and on future projects.

Sincerely,

K. S. Ware and Associates, L.L.C.

Aaron M. Crowley, Ph.D. E.I.
Staff Professional



John D. Godfrey Jr., P.E.
Senior Geotechnical Engineer

Enclosures: Report of Geotechnical Exploration

Distribution: Addressee (1 Electronic)

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FIGURES

FIGURE 1: SITE LOCATION PLAN

FIGURE 2: SOIL BORING LOCATION PLAN

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APPENDIX A FIELD TESTING PROCEDURES

APPENDIX B TEST PIT LOGS

DCP TEST RESULTS

APPENDIX C FIELD CLASSIFICATION SYSTEM

APPENDIX D SOIL CLASSIFICATION CHART

APPENDIX E LABORATORY TEST RESULTS

1.0 INTRODUCTION

1.1 PROJECT INFORMATION

Project information is based on telephone conversations and emails from Mr. Darren Duckworth with ATKINS to Mr. John Godfrey with K. S. Ware and Associates, LLC (KSWA) between January and April, 2017. The emails included a site plan with the area of the pavement redevelopment shaded in green and blue with the boundaries outlined in a red dash line and proposed test pit locations surrounding the existing terminal building. We understand that the existing terminal will be remodeled and enlarged in addition to the terminal landside pavement areas being redeveloped to provide additional drives and parking areas for the airport terminal. Based on information provided, we understand the grading will include 3 tiers of parking with cuts and fills of less than about 5 feet. We further understand that there may be some existing fill materials at the southwest corner of the redevelopment area.

ATKINS has requested that KSWA provide geotechnical services to investigate the area surrounding the existing terminal and proposed redevelopment area located west of the terminal building at the Murfreesboro Municipal Airport in Murfreesboro, Tennessee.

1.2 PURPOSE AND SCOPE OF EXPLORATION

The purpose of this geotechnical exploration was to determine the general subsurface profile at the project site and to relate the engineering properties of the soils, that is, their classification, strength and compressibility characteristics, to the proposed terminal enlargement and remodeling along with the terminal landside pavement areas at the Murfreesboro Municipal Airport in Murfreesboro, TN. Field and laboratory information obtained together with our interpretation of the findings, are presented herein.

Our understanding of the proposed design and construction is based on the documents provided to us at the time this report was prepared and which is referenced in the above Project Information section of this report. Since only preliminary design documents were available at the time of this study, we strongly recommend that we review the design documents, plans and specifications to insure that the conclusions and recommendations of this Geotechnical Report have been interpreted correctly.

2.0 EXPLORATION FINDINGS

2.1 SURFACE FEATURES AND BACKGROUND INFORMATION

KSWA personnel, Mr. Aaron Crowley and Ms. Tori Gallagher, visited the subject site on July 14, 2017 to observe and document site surface conditions and begin field activities. Field activities were concluded on the second day, July 17, 2017. The proposed new Terminal Building and new additional drives and parking areas will be on the west landside of the Murfreesboro Municipal Airport in Murfreesboro, TN. The existing terminal building is within the footprint of the proposed new Terminal Building. The areas for the additional drives and parking areas are open, grass covered, and generally level. Ground surface elevations range from about 603 feet at the west/southwestern corner of the site to about 618 feet at the existing terminal building. The drainage for this site generally drains from the high elevations to ditch lines that carry the runoff to a depression lowland area at the west/southwestern corner of the site. The site is bounded by airport hangars, aprons, and terminal parking along the east and north. Commercial property with a Wal-Mart is to the northwest with Airport Road providing access from Lebanon Road to the west. A tree line borders the lowland depression area to the southwest and continues around to the airport hangars along the south end of the site.

2.2 SITE GEOLOGY

The USGS Geologic Map of the Walterhill, Tennessee Quadrangle (1964) indicates the site is in the Ridley Limestone Formation. This formation is typically a hard, brownish-gray, fine-grained, medium-bedded to massive limestone with occasional shale partings. The limestone weathers to produce a layer of native soil (residuum) which is typically a brown or reddish-brown silty clay with chert.

The Ridley Limestone Formation is brownish-gray to yellowish-brown, cryptocrystalline to very fine-grained with some beds ranging up to coarse-grained, medium- to thick-bedded, with minor amounts of magnesian limestone as small irregular mottlings and thin bands, and thin lenses of chert locally. A thin zone of thin-bedded limestone with thin shale partings occurs 20 to 35 feet above base of formation. Thickness of formation is about 100 feet.

2.3 SOIL SURVEY

The soil survey of Rutherford County, Tennessee, downloaded from the Natural Resources Conservation Service, National Cooperative Soil Survey website (<http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>) stated that the soil type at the site is predominantly Bradyville Silt Loam, Bradyville-Rock Outcrop Complex, and Bradyville-Urban Land Complex with less than three percent made up of Capshaw Silt Loam.

Bradyville Silt Loam - This material is typically found on crests and backslopes and is derived from a clayey residuum weathered from limestone. This soil type is well drained and the depth to water table is more than 80

inches. Typical engineering classifications for these soils include silty clays (CL) and highly plastic clays (CH) by the Unified Soil Classification System (USCS) classification and A-6 and A-7-6 by American Association of State Highway Transportation Officials (AASHTO) classification.

Bradyville-Rock Outcrop Complex - This material is typically found on side slopes and talf and is derived from a clayey residuum weathered from limestone. Depth to water table is more than 80 inches. Typical engineering classifications for these soils include silty clays (CL and CL-ML), clayey silts (ML), highly elastic silts (MH) and highly plastic clays (CH) by the USCS classification and A-4, A-6, and A-7 by AASHTO classification.

Bradyville-Urban Land Complex - This material is typically found on crests and is derived clayey residuum weathered from limestone. Depth to water table is more than 80 inches. Typical engineering classifications for these soils include silty clays (CL) and highly elastic silts (MH) by the USCS classification and A-6 and A-7 by AASHTO classification.

Capshaw Silt Loam - This material is typically found on stream terraces and is derived loess and/or clayey alluvium over clayey residuum weathered from limestone. Depth to water table is about 42 to 60 inches. Typical engineering classifications for these soils include silty clays (CL and CL-ML), clayey silts (ML), highly elastic silts (MH) and highly plastic clays (CH) by the USCS classification and A-6 and A-7 by AASHTO classification.

2.4 SUBSURFACE CONDITIONS

The field work phase of our exploration was carried out on July 14 and 17, 2017. Ten (10) test pits numbered TP-1 through TP-10 and two (2) asphalt core locations numbered C-1 and C-2 were explored in the area of the proposed terminal building and parking areas. Test Pits TP-1 through TP-5 were located around the proposed envelope for the new terminal building. Excavation around the current terminal building was problematic as Test Pits TP-1, TP-2, and TP-3 encountered utilities at depths ranging from 1.4 feet to 3.1 feet. Test Pits TP-1 and TP-3 were terminated before planned depths or refusal conditions at 3.1 feet and 6.3 feet, respectively, due to encountering utilities. Test Pits TP-6 through TP-10, along with core locations C-1 and C-2, are located in the proposed parking and drive areas. The test pits and asphalt core locations were excavated and drilled at the locations shown on the Location Plan, Figure 2, included in the Appendix to this report. The test pits and core locations were located in the field by KSWA personnel by measuring distances from known site reference points.

The field testing and sample classification procedures used for boring advancement and sample classification are included in Appendices of this report. The subsurface materials encountered were classified using the USCS as a guide. The Test Pit Logs which detail the subsurface conditions encountered at each location are also included in Appendix B.

Beneath the ground surface that consisted of asphalt or topsoil, depending on location, the test pits encountered lean and fat clays. A brief description of the subsurface materials encountered at the test pit locations is described in the following paragraphs.

2.4.1 Surface Materials

The surface materials encountered across the site consisted of asphalt and topsoil. The asphalt was encountered at Core Locations C-1, C-2, and C-2B ranged in thickness from about 5 to 6 inches and averaged about 5.75 inches. The topsoil was encountered at all test pit locations and ranged in thickness from about 5 to 24 inches and averaged about 12 inches.

2.4.2 Fill Materials

Fill materials were encountered underlying surface materials in all test pits to a depth of about 4 feet. Test Pits TP-8 and TP-9 may have refused on possible boulders from previously placed fill at 3.0 feet and 3.3 feet, respectively. The fill materials were lean to fat clays with various amounts of limestone pieces or chert. Moisture contents of the fill materials ranged from about 16 to 31 percent, with an average of about 23 percent.

2.4.3 Lean Clays

Underlying the fill and surface materials, the test pits encountered lean clays (CL) with varying amounts of chert and sand. Lean clays had calculated bearing pressures of 800 and 2,000 pounds per square foot (psf) from Dynamic Cone Penetrometer (DCP) testing in Test Pits TP-3 and TP-5, respectively.

Moisture contents of the silty clay soils ranged from about 16 to 31 percent, with an average of about 23 percent. Atterberg limits tests performed on the representative bulk sample of the clay from Test Pits TP-6, TP-8, and TP-9 indicated a liquid limit of 37 with a corresponding plasticity index of 14, classifying the soil as a CL according to the USCS. The Atterberg limits indicate that the soil types are of moderate plasticity clays. These materials are considered low in sensitivity. Typically, the moisture contents appeared to be out of the plastic range and moisture conditioning may be required.

2.4.4 Elastic Silts

Underlying the silty clay materials in Test Pits TP-6 and TP-7, elastic silts were encountered. These materials were encountered at depths ranging from about 0.7 feet to 3.3 feet and extending to test pit termination depths. The elastic silts had calculated bearing pressures of 1,500 psf from DCP testing in Test Pit TP-5.

Moisture contents of the elastic silt soils ranged from about 16 to 31 percent, with an average of about 25 percent. Atterberg limits tests performed on the representative sample of the silts from Test Pits TP-6 and TP-7 indicated a liquid limits of 65 and 56 with a corresponding plasticity index of 30 and 23, respectively, classifying the soils as a

MH according to the USCS. The Atterberg limits indicate that the soil types are an elastic silt. These materials are considered highly sensitive. In other words, compaction and shear strength are highly dependent on moisture content. Typically, the moisture contents appeared to be outside the plastic range; that is the soils are outside the range of moisture contents which allow workability. Some moisture conditioning will be required.

2.4.5 Asphalt Pavement Cores

The existing asphalt pavement surface was cored at three (3) locations. A third location was cored due to encountering a utility at Test Core C-2. The base material was removed at each test location, to the extent possible. The thin-walled coring encountered asphalt pavement ranging in thickness from about 5 to 6 inches. Beneath the asphalt, base material consisting of crushed limestone was encountered with thicknesses ranging from approximately 2 to 4.5 inches. The approximate thicknesses of each material are shown in the table below.

Table 1: Approximate Asphalt Pavement and Base Stone Thicknesses

TEST CORE NO.	ASPHALT THICKNESS (IN.)*	BASE MATERIAL THICKNESS (IN.)*
C-1	6	4.5
C-2	6	4.5
C-2B	5	2

* Asphalt and base material thicknesses are recorded to the nearest 1/2 inch.

The measurements above are where there was an identifiable difference in materials upon retrieval of the asphalt pavement cores. We expect the asphalt and base material thicknesses to vary at other areas across the site.

2.4.6 Dynamic Cone Penetrometer Tests (DCP)

For the purpose of evaluating the strength of the subgrade materials underlying the parking lot rehabilitation and improvement area, DCP tests (ASTM D6951) were performed. The results were plotted to determine the estimated CBR value of the subgrade material. DCP tests were performed at all hand auger boring locations. The estimated CBR value within approximately the upper 12 inches of the soil subgrade at each location, as derived from the DCP test data, is presented in the table below. The DCP test data reports are included in Appendix A of this report.

Estimated CBR Values

Test Boring No.	Estimated CBR Value
C-1	3.7
C-2B	9.3

The DCP testing suggests the average CBR in the top 12 inches of subgrade ranges from about 3.7 to 9.3. We note that the CBR likely varies at other locations, and may be lower than or higher than the values suggested by the DCP testing.

The DCP test results within approximately the top 12 inches were used to estimate the critical CBR value. Since the critical CBR value is a reflection of the shallow subgrade characteristics of strength and deflection, deeper readings are less representative of the pavement subgrade CBR value. However, the deeper CBR or shear strength values do provide an indication of whether softer soil conditions are present at depth (i.e. up to about 36 inches below top of subgrade at these locations), which would create a greater concern in regard to continued subgrade support and settlement potential.

2.4.7 *Groundwater Conditions*

Groundwater measurements were made in the test pits during excavation. Groundwater was not observed in the test pits at the completion of their excavation. At the time of our investigation, the groundwater levels at this site appear to have been below our termination depths; however, isolated perched conditions may exist. Groundwater levels will differ depending on the time of year, climatic conditions and the degree of construction activities. The test pits were backfilled with the same excavated soil upon completion for safety.

3.0 GEOTECHNICAL CONSIDERATIONS

3.1 GENERAL

Based upon our engineering reconnaissance of the site, the test borings, a visual examination of the samples, the laboratory tests, our understanding of the proposed construction, and our experience as Geotechnical Engineers, we have reached the following conclusions and make the following recommendations.

The conclusions and recommendations of this report have been derived by relating the general principles of the discipline of Geotechnical Engineering to the proposed construction outlined by the Project Information section of this report. Because changes in surface, subsurface and climatic conditions can occur, we recommend that the use of this report be restricted to this specific project.

Our understanding of the proposed design and construction is based on the documents provided to us at the time this report was prepared and which is referenced in the Project Information section of this report. Since only preliminary design documents were available at the time of this study, we strongly recommend that we review the final design documents, plans and specifications to insure that the conclusions and recommendations of this Geotechnical Report have been interpreted correctly. Any changes or modifications which are made in the field during the construction phase which alter site grading, structure locations, infrastructure or other related site work should also be reviewed by our office.

If conditions are encountered in the field during construction which vary from the facts of this report, we recommend that the Geotechnical Engineer of record be contacted immediately to review the changed conditions in the field and make appropriate recommendations. The stratifications illustrated on the attached test boring logs represent the conditions only at the actual test boring location. Differences in soil consistencies and moisture contents should be expected at other areas across the site.

Based on the project information provided and the available subsurface data, it is our opinion that the proposed site is suitable for the planned construction. The available data suggests that the soils encountered are generally suitable for support of a shallow spread foundation system. Our geotechnical concerns at the subject site are the presence of possible buried construction debris, existing fill materials, elastic silts, and sinkhole hazards.

3.2 BURIED CONSTRUCTION DEBRIS

Test Pits TP-1 through TP-5 indicate utilities, construction debris, and gravel are present around the existing terminal building. Other test pits did not encounter any evidence of construction debris, although these materials could be present between our test pit locations. If buried demolition debris and/or abandoned utilities are encountered during the site grading or foundation excavations, we recommend removal and replacement with approved fill materials.

Abandoned utilities should be removed or filled with concrete. Additional recommendations from the geotechnical engineer may also be warranted if these materials are encountered at the site.

3.3 EXISTING FILL MATERIALS

All test pits excavated encountered existing fill materials to depths ranging from about 0.6 to 3.9 feet. The fill material consisted of mostly lean clay with varying amounts of chert and sand. Test Pit TP-4 encountered uncompacted gravel just below a 1.2 foot topsoil cap in an area previously known to house underground fuel storage tanks.

We must advise you of the risks inherent in supporting new construction within the proposed parking and drive areas on undocumented fill. Poor building performance may include settlement of foundations, cracking of exterior facades, misalignment of doors and windows, and ponding of water on the roof. There is no reliable method available for estimating performance (settlement) of structural elements (such as foundations, slabs, and pavements) supported on undocumented fill.

The only way to remove the risk of supporting the new construction on the existing fill is to remove and replace the undocumented fill in its entirety. However, we recommend at minimum the existing fill materials be evaluated through proof rolling prior to placing any new fill. Should zones of organics or other deleterious materials be encountered during grading, we recommend excavating and removing these fill materials and replacement with an approved fill material. Recommendations for site preparation and earthwork construction are provided in Section 5 of this report.

3.4 SOIL SUITABILITY

Based on the project information provided and the available subsurface data, it is our opinion that the majority of subsurface soils encountered are suitable for the planned construction, provided the site preparation recommendations are followed as intended.

Depending on the time of year site grading occurs some form of subgrade stabilization at these locations may be required. Subgrade stabilization may consist of undercutting and replacement and/or other forms of subgrade improvement. Atterberg limits tests indicated that the soils encountered generally consisted of lean clays. Plasticity indices indicated that generally the soils have a low to moderate swell potential.

Elastic silts were encountered below the topsoil at Test Pit TP-7 of about 0.7 feet. Elastic silts, where encountered during construction, should not be used directly beneath floor slabs, footings, or pavements. However, several alternatives are available to effectively utilize this material. During excavation, if the material is found in relatively small quantities, the elastic silts can be easily mixed with low plasticity clays to reduce the potential for shrinkage/swelling, or be replaced with low plasticity clays. The elastic silts may be used for non-structural areas or along slopes. We recommend where possible, the elastic silts be placed and compacted at the lower depths of any planned fills.

3.5 SINKHOLE HAZARDS

Because the site is underlain by carbonate rock, there is some risk of sinkhole development within the subject property. Our site reconnaissance did not identify depressions at the site or identify on-site sinkholes. The present state-of-the-art of geotechnical engineering does not permit accurate prediction of where or when sinkholes will occur. Site grading should be established to provide positive drainage both during and after construction so as to minimize the potential for future sinkhole development. During construction the grading contractor should be alert to any indication of possible sinkhole activity. Any sink features encountered during the site grading should be repaired under the direction of the geotechnical engineer. Refer to Section 4.6 for detailed sinkhole risk recommendations and comments.

4.0 GEOTECHNICAL RECOMMENDATIONS

The foundation design and construction recommendations contained in this report section were developed in consideration of the project information detailed in Section 1.1 of this report. If the information contained in Section 1.1 has been revised, we recommend KSWA be contacted to confirm that our foundation design and construction recommendations are appropriate in consideration of the new available information. The foundation design criteria listed in Table 2 is based on the recommendations contained within Section 3.0 being implemented.

4.1 SHALLOW FOUNDATIONS

The test pits proposed for the new terminal building were not completed in their entirety. This was due to the presence of unknown utility locations surrounding the building. The test pits which were completed were not extended to the planned depths due to encountering utilities. Therefore, the subsurface information that was obtained was very limited. Based on this, we are recommending a conservative bearing pressure and we recommend that once the existing building is demolished, additional test pits or drilling and testing be performed to verify the recommended allowable bearing pressure.

The available information indicates that variable subgrade materials may be encountered during excavation of new building foundations. A system of shallow spread foundations may be suitable for support of the proposed loading conditions and should be designed for allowable bearing pressures of 2,000 psf. Foundation support materials present at the completion of initial earthwork activities will likely not be adequate and remediation should be expected. We recommend additional testing be performed just prior to foundation placement to confirm required capacities.

Where foundations will be founded on existing fill materials, we recommend these foundations be evaluated by the geotechnical engineer for adequate bearing pressures. Existing fill materials may require undercutting and replacement with a lean concrete fill. All new fill materials should be placed in accordance with Section 5.0, Construction Considerations section of this report. The following foundation design criteria are based on the site being prepared as detailed in Section 3.0.

We recommend control joints be included in the project design where changes in the foundation support materials are anticipated. Proper placement of control joints may help accommodate possible differential foundation movements, which may occur near changes in foundation bearing materials. We also suggest that footings in bearing material transition areas be provided with additional reinforcing steel or a thickened footing section.

4.2 FOUNDATION CONSTRUCTION CONSIDERATIONS

Proper foundation construction procedures may enhance long-term foundation performance. Our foundation construction recommendations are detailed below:

- Concrete should be placed in the foundation excavations the same day the foundations are excavated.
- Exposed support materials should be protected from freezing weather, severe drying, and water accumulation. A concrete "mud-mat" may be constructed over the bearing materials if the excavation must remain open for an extended time.
- Foundation support materials that degrade as a result of exposure should be removed from the foundation bearing area prior to concrete placement.
- The foundation bearing area should be level or suitably benched.
- Any loosened soil, demolition debris, or excess surface water should be removed from the excavation prior to concrete placement. Cavities formed as a result of excavation of soft or loose soil zones should be backfilled with lean concrete or an appropriate fill material, as determined by the geotechnical engineer.
- Individual footing trenches should be excavated to neat lines and grades so that concrete can be placed directly against the banks of excavation without forming.
- We recommend that the bottoms of the footings not be higher than a ratio of 2 horizontal to 1 vertical upward from the invert of any paralleling or nearby paralleling utility.

We recommend that a qualified geotechnical engineer evaluate the foundation support materials in each open foundation excavation. In our opinion, E-Rod Dynamic Cone Penetrometer testing accomplished in conjunction with shallow hand auger borings is an appropriate evaluation methodology. The evaluations should be completed prior to placement of steel reinforcement or concrete in the opened excavations.

4.3 GRADE SUPPORTED FLOOR SLAB RECOMMENDATIONS

Grade supported floor slabs may be used in the construction. Care should be taken when placing new fill to ensure that the soils are at optimum moisture content or at a maximum of two percent higher than the optimum moisture as determined by ASTM D698. This will reduce the risk of future swelling and shrinkage of the subgrade soils. Special consideration should be given to elastic silt soils which may be encountered at proposed subgrade levels in some areas. If elastic silts are encountered at the subgrade level, we recommend that these materials be undercut to a depth of 2 feet and be replaced with properly compacted low plasticity fill materials. The grade supported floor slabs should be reinforced as required, but as a minimum welded wire mesh should be installed to support the proposed loadings. Additional design and construction recommendations for the project grade slabs are provided below:

- The grade slabs should be fully ground supported and structurally independent of any foundations or walls.
- The slab should be designed using a maximum modulus of subgrade reaction, k_s (30 inch circular plate), of 75 pounds per square inch per inch.
- Joints between slab sections should contain dowels or keys to permit slab rotation but to reduce sharp vertical displacements.

- The floor slabs should be supported on a four-inch compacted layer of free draining, granular subbase material to distribute concentrated loads, enhance drainage, and reduce degradation of the prepared subgrade during construction.
- The Geotechnical Engineer should review subgrade conditions prior to grade slab construction and provide recommendations for any unsuitable or stable conditions identified.
- A polyethylene sheeting vapor barrier may be used to prevent migration of moisture through the slab. However, proper concrete mix designs, placement methods, and curing practices must be used to reduce the potential for concrete shrinkage problems that are sometimes associated with the use of a vapor barrier. The American Concrete Institute (ACI) recommends that the vapor barrier be placed between two layers of granular material, not on the top or bottom.

KSWA recommends that a qualified Geotechnical Engineer review the subgrade conditions prior to the grade slab construction. Any unsuitable conditions encountered should be corrected under the guidance of the Geotechnical Engineer.

4.4 GENERAL PAVEMENT RECOMMENDATIONS

We have not been provided with specific traffic frequency and loading for the existing or proposed parking lot relocations. For formal pavement design, subgrade properties should be determined either by field California Bearing Ratio (CBR) tests, field plate load tests or the correlation between fill density tests and laboratory CBR tests.

A standard Proctor test (ASTM D698) was performed on a composite bulk samples collected from Test Pits TP-6, TP-8, and TP-9. The results from this test indicate a maximum dry density of 108.2 lbs/ft³ and an optimum moisture of 17 percent. A laboratory CBR test completed on the samples indicated a CBR of 4.0 at 95 percent of the Standard Proctor Maximum Dry Density. Based on the subsurface materials present in the test pits and on typical area soil types, we recommend the subgrade soils be prepared to achieve a minimum CBR of 4.0. For flexible pavements, we recommend for automobile drives and parking areas, a minimum asphaltic surface course of 2.0 inches underlain by a minimum dense graded aggregate base thickness of 8 inches. We recommend for truck lanes and parking areas, a minimum asphaltic surface course of 1.5 inches, a minimum asphaltic binder course of 2 inches, underlain by a minimum dense graded aggregate base thickness of 8 inches.

The above section represents minimum thickness representative of typical local construction practices and periodic maintenance should be anticipated. Pavement may be placed after the subgrade has been properly compacted, fine graded and proofrolled as recommended in the Construction Considerations section of this report. We also recommend that the top 12 inches of the pavement subgrade be compacted to at least 100 percent, ASTM D698, to within 2 percent of optimum moisture content immediately prior to paving. The activity should be accomplished in accordance with Tennessee State Department of Transportation guidelines. Actual pavement section thickness should be determined by the design civil engineer or geotechnical engineer based on traffic loads, volume, and the owner's design life requirements.

Water should not be allowed to pond behind curbs and saturate the pavement basestone. In down grade areas basestone should extend through the slope to allow any water entering the basestone a path to exit.

4.5 SEISMICITY

This seismic analysis has been completed in accordance with the 2012/2015 International Building Code recommended provisions for seismic regulations for new buildings and other structures. In this provision, the maximum considered earthquake ground motion is now defined with the uniform likelihood of exceedance of 2 percent in 50 years. In past editions of the provisions, seismic hazards around the nation were defined at a uniform 10 percent probability of exceedance in 50 years. Local site geology including the existing fill materials and residual soils is factored into the determination of seismic parameters to be used in structural design. The effects of regional seismicity are being presented herein for use by the Structural Engineer. Based on our assessment of the subsurface conditions at this site, it is our opinion that the seismic parameters listed in the table below will be applicable.

Seismic Design Parameters

Short Period Spectral Response Acceleration, S_s	0.253g
One Second Period Spectral Response Acceleration, S_1	0.128g
Site Class, Section 1613.3 ²	C

- NOTES:**
1. Table references and other analysis data are from 2015 International Building Code.
 2. Calculations were performed through the USGS web site
<http://earthquake.usgs.gov/designmaps/us/application.php>

The Project Structural Engineer should determine the final Seismic Design Category based on these criteria.

4.6 SINKHOLE RISKS

The following general comments are provided for consideration in developing plans for the site development. One depression was noted immediately adjacent to the project site to the west/southwest and although no sinkholes were identified at the site, the depressions and sinkholes in the Murfreesboro area are a result of the continuous process of erosion of the limestone bedrock through solution channels within the bedrock. Ultimately, this process can cause a collapse of the overlying limestone or soil overburden, resulting in a sinkhole. The sinkhole can then allow surface runoff to enter the subsurface passage, further enlarging the sinkhole. The extent of sinkhole occurrence depends on the particular geologic, hydrogeologic and soil conditions of the area, coupled with man's activity in the area.

Studies have indicated that modification of natural surface patterns is the single largest factor in man induced sinkhole collapses. Factors such as surface water ponding or concentration of flow of storm water runoff or leaking underground pipes provided means for the mechanical erosion of unconsolidated material through solution channels in the bedrock. The resulting void then collapses with time depending upon the amount of water entering the area and piping that occurs.

The following general recommendations should be used to reduce the incidence of man-induced sinkhole development. Proposed buildings should be kept a minimum of 50 feet from any existing sinkhole. Once site stripping operations are complete, the exposed subgrade in the building and pavement areas should be thoroughly proof-rolled as described in the site preparation section of this report. The geotechnical engineer should witness this activity which should enhance detection of unstable soil conditions and potential subsidence. Storm water runoff should not be permitted to sink into the ground near buildings or pavement. Down spout water should be directed through pipes and discharge away from structures. Ditches, retention basin and other low areas should not be located near homes or other buildings.

5.0 CONSTRUCTION CONSIDERATIONS

This report section details our general earthwork recommendations including site preparation and construction of compacted fills. These are general recommendation and the recommendations detailed in the Geotechnical Evaluation Section of this report should be implemented in addition to the following recommendations. We recommend that all earthwork activities be observed and documented by a representative of the geotechnical engineer. As your geotechnical consultant on this project, KSWA would be happy to discuss our capabilities for providing these services.

5.1 SITE PREPARATION

Site preparation should initially include removing any topsoil, asphalt, or soils with an organic content higher than 5% by weight from the planned construction areas. These materials should either be stockpiled on site for future reuse or wasted from the site. In addition, due to the previous site development, it is not unusual to find zones or pockets of construction debris, old foundations and/or abandoned utilities that may have been buried on the site. Where new fill is to be placed or at cut areas where these materials are encountered at subgrade, we recommend these materials be removed. These activities should also include complete removal or plugging of existing utility lines, which will be abandoned. At the completion of these activities, the site should then be prepared by:

- Proofrolling the exposed subgrade using suitable heavy equipment under the direction of a qualified geotechnical engineer.
- Undercutting soft or organic materials or demolition debris encountered during the proofrolling operations under the direction of a qualified geotechnical engineer. Particular attention should be given to planned building areas or areas with existing grade elevations, which are at or near final grade elevations.
- Proofrolling the exposed subgrade in cut areas prior to grade slab and pavement construction.

5.2 COMPACTED SOIL FILL RECOMMENDATIONS

Once the subgrade has been properly prepared, compacted engineered fill may be placed to attain final desired construction elevations. We recommend that fill placement and compaction operations be observed and documented by a representative of a qualified geotechnical engineer.

The proposed soil fill materials should consist of soil with the following characteristics:

- Liquid Limit less than 50.
- Plasticity Index less than 25.
- Free of large rock fragments (greater than 3 inches in diameter) and organic materials (less than five percent by weight).

- The amount of rock fragments retained on a 3/4-inch sieve should be less than 30 percent.

The results of the limited laboratory testing and our visual-manual classifications indicate that most of the native on-site soils meet the aforementioned criteria. However, depending on the time of year and current weather conditions the on-site soils may be above the optimum moisture content and require drying before use. Further, as previously mentioned, there should be special consideration for elastic silts identified on site. These soils, where encountered, may require undercutting and replacement or placement at lower depths of fill. KSWA recommends that representative samples of the proposed fill materials be collected and tested to confirm that they meet the above criteria prior to placement as compacted fill. We recommend that suitable materials be placed and compacted using the following criteria:

- Soil fill should be placed in lifts of uniform thickness. The loose lift thickness should not exceed that which can be properly compacted throughout its entire depth with the equipment available, usually no more than 8-inches for clay soils and no more than 10 inches for granular soils for area fills. In confined areas such as utility trenches, lifts of 3- to 4-inches may be required to achieve the specified degree of compaction.
- All fill should be properly keyed into stripped and scarified subgrades. The upper one-foot of materials in planned cut areas or in areas which do not receive more than one-foot of new fill should be scarified and recompacted using the guidelines outlined in this report section.
- Existing fill materials should be proofrolled and evaluated by the geotechnical engineer.
- Fill should not be placed on frozen or saturated subgrades.
- Fills placed and compacted in structural areas should be compacted to at least 95 percent of the standard Proctor maximum dry density (ASTM Method D698). Additionally, the compacted fill should be stable under the moving load of a loaded tandem-axle dump truck.
- Density tests should be performed at a frequency of no less than one test per each 2,500 square feet for buildings and one test per 5,000 to 7,500 square feet for pavement areas for each one-foot thick fill layer placed. A minimum of at least two tests per lift is recommended. For utility trenches, density tests should be taken every 50 linear feet for each one-foot thick fill layer placed. Any areas not meeting the compaction specifications should be recompacted to achieve compliance.
- The soils should be placed near (within two percentages) the optimum moisture content, as determined by the standard Proctor test (ASTM Method D698). Aeration is often necessary to bring fill materials to the required moisture condition during wet and rainy periods. During dry periods, water may need to be added to achieve the proper moisture content for compaction. The silty clay and clay soils may require aeration prior to compaction even during dry periods.
- Compacted fills should extend horizontally outside of planned building and paved areas at least 10 feet before sloping.
- Soil slopes should be covered for protection from rain and surface water run-off should be diverted away from slopes. For erosion protection, grass or other vegetation should be established on permanent soil slopes as soon as practical.

- Compacted soil fill embankments on stiff undisturbed soils should be constructed no steeper than a ratio of 2.5 horizontal to 1.0 vertical. We recommend all cut slopes not be steeper than a ratio of 3.0 horizontal to 1.0 vertical.
- All excavations should be constructed in accordance with applicable Occupational Safety and Health Administration (OSHA) regulations.

5.3 GENERAL EARTHWORK CONSIDERATIONS

During all earthwork operations, positive surface drainage should be maintained to prevent water from ponding on the exposed ground surface. The exposed subgrade may be rolled with a rubber-tired or steel drummed roller to improve surface run-off if precipitation is expected. A qualified geotechnical engineer should be consulted if the subgrade soils become excessively wet, dry, or frozen.

5.4 GROUNDWATER CONTROL RECOMMENDATIONS

The test pits were dry upon completion. Water conditions that typically affect shallow excavations for construction projects in the Nashville, Tennessee area are related to trapped or “perched water” which often occurs in irregular, discontinuous locations within the native soil. If these water-bearing strata are exposed in excavations, the magnitude and duration of seepage varies. These water sources are often not linked to the more continuous relatively stable ground water table that typically occurs at greater depths. We anticipate that in most cases, depending on seasonal conditions, any seepage encountered can be handled by conventional dewatering methods (i.e., pumping from small sumps located near the source or in collector areas). If larger quantities of groundwater are encountered or silting of the sump occurs, the geotechnical engineer should be contacted.

6.0 QUALIFICATIONS OF RECOMMENDATIONS

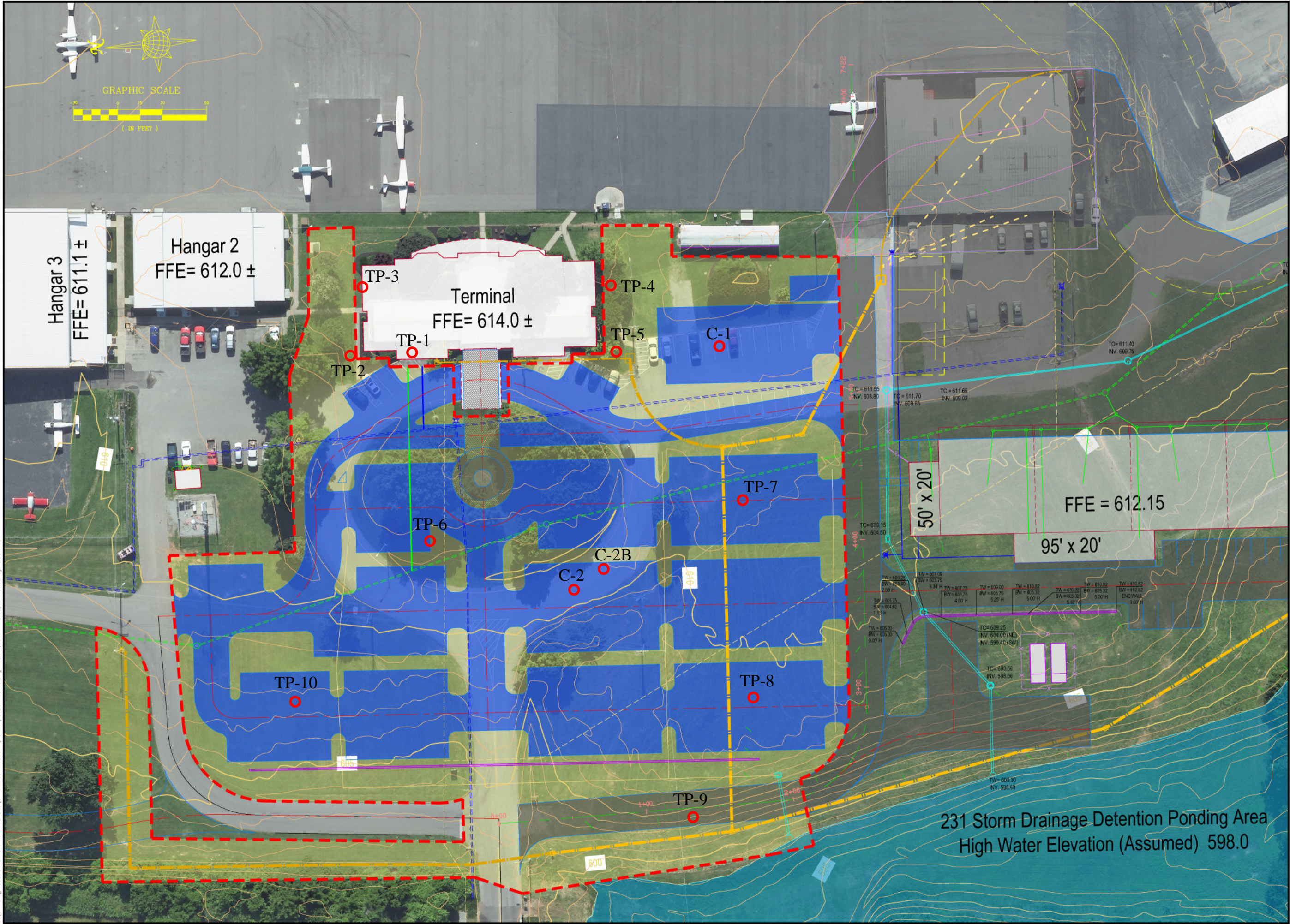
Our recommendations for this report were developed using the subsurface information obtained from the test pits that were advanced at the site. The test pits only depict the soil conditions at the specific location and time at which they were made. The soil conditions at other locations on the site may differ from those occurring at the test pit locations.

The scope of our geotechnical services did not include assessment or investigation for the presence or absence of hazardous or toxic materials in the soil, groundwater or surface water within or beyond the site studied. Any statements in this report or indicated on the test pit logs regarding odors, staining of soils or other unusual conditions observed are strictly for the information of our client.

Our professional services were performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. KSWA is not responsible for the conclusions, opinions, or recommendations made by others based upon the data included herein.

Our services include retaining the soil samples obtained during this study for 30 days after report submittal. Further storage or transfer of the samples can be made at the Client's expense upon a written request.

FIGURES



S:\0-MBT\p100053443 Terminal Area Site\A-C-AF-GEOM-South Apron Expansion-rev1a.dwg Jan 18, 2017 6:03pm Plotted By: DUCK4501



MURFREESBORO MUNICIPAL AIRPORT
APRON EXPANSION PLANNING

**TERMINAL AREA LANDSIDE SITE
REDEVELOPMENT**

Project No.	N/A	Drawn by	CPD	By	Date
Issue Date	NOVEMBER 8, 2016	Checked by	CPD		
No.		Revision			

APPENDIX A

FIELD TESTING PROCEDURES

FIELD TESTING PROCEDURES

Soil Test Borings

A total of ten (10) test pits were excavated at the site. The test pit locations were selected by Atkins, Inc. The actual test pit locations were determined by our personnel who measured distances in the field relative to on-site features.

A representative soil sample was obtained from each discernable soil change interval was placed into sealed plastic bags by our representative and transported to our laboratory. A geotechnical engineer subsequently classified the soil samples in the laboratory.

Refusal Material

Refusal is a description of materials, which cannot be penetrated by common soil excavation procedures. Refusal may result from soft weathered bedrock, boulders, thin rock seams, or the upper surface of sound continuous bedrock.

Test Pit Logs

Our interpretations of the subsurface materials encountered at each test pit location are indicated on the Test Pit Logs (Logs) in Appendix B. These Logs were prepared by our engineer after reviewing the representative field logs, visually-manually classifying the soils, and reviewing laboratory classification test results. The samples were classified using the Unified Soil Classification System (USCS) as a guide. The USCS designations indicated on the Logs are based on visual-manual evaluation of the samples unless otherwise defined by laboratory testing.

The Logs indicate estimated interfaces between soil strata. The interfaces indicated represent the approximate interface location. The actual transition between strata may be gradual. Water levels indicated on the Logs represent the conditions only at the time each measurement was taken.

APPENDIX B

TEST PIT LOGS

DCP RESULTS

LOG OF TEST PIT

Test Pit No: TP- 1

Project: MMA- Terminal Improvements & Terminal
Area Landside Pavement Redevelopment
**Site
Location:** Murfreesboro, Tennessee
**Project
No.:** 100-17-0053
Client: ATKINS

Logged By: A. Crowley
Date: 7-14-2017
Pit Location: See Figure

Depth (ft)	Description
0.0- 3.1	TOPSOIL with clay mix, construction debris (brick fragments)
3.1	Test Pit Terminated. Abandoned utility severed (PVC pipe with wire inside). Contacted Chad Gehrke of MMA and Darren Duckworth of ATKINS. Directed to backfill test pit and note old utility. No issues at the airport were noted.





LOG OF TEST PIT

Test Pit No: TP- 2

Project: MMA- Terminal Improvements & Terminal
Area Landside Pavement Redevelopment
**Site
Location:** Murfreesboro, Tennessee
**Project
No.:** 100-17-0053
Client: ATKINS

Logged By: A. Crowley
Date: 7-17-2017
Pit Location: See Figure

Depth (ft)	Description
0.0- 0.6	TOPSOIL
0.6- 2.0	GRAVEL with drain pipe for foundation, FILL
2.0- 3.0	LEAN CLAY (CL), brown, moist, FILL Utility located at 2.6 feet (Bundle of 8 wires, unharmed by excavation)
3.0- 3.9	LEAN CLAY (CL), brown, moist, iron-stained, trace sand and chert, FILL
3.9- 10.0	LEAN CLAY (CL), brown, v. moist, iron-stained, chert fragments
10.0	No refusal. Test pit terminated at 10 feet.





LOG OF TEST PIT

Test Pit No: TP- 3

Project: MMA- Terminal Improvements & Terminal
Area Landside Pavement Redevelopment
**Site
Location:** Murfreesboro, Tennessee
**Project
No.:** 100-17-0053
Client: ATKINS

Logged By: A. Crowley

Date: 7-17-2017

Pit Location: See Figure

Depth (ft)	Description
0.0- 2.0	TOPSOIL
2.0- 3.3	LEAN CLAY (CL), brown, moist, trace sand & chert, FILL Note: Ran DCP Testing from 2.1 to 4.9 feet
3.3- 6.3	LEAN CLAY (CL), light brown, v. moist, iron-stained, chert fragments
6.3	No refusal. Test pit terminated at 6.3 feet due to 1 inch copper water supply line being struck at 14 inches below top of ground.





LOG OF TEST PIT

Test Pit No: TP- 4

Project: MMA- Terminal Improvements & Terminal
Area Landside Pavement Redevelopment
**Site
Location:** Murfreesboro, Tennessee
**Project
No.:** 100-17-0053
Client: ATKINS

Logged By: A. Crowley

Date: 7-17-2017

Pit Location: See Figure

Depth (ft)	Description
0.0- 1.2	TOPSOIL
1.2- 3.7	GRAVEL, FILL Note: Used to contain fuel tanks but have been removed
3.7	Test pit terminated at 3.7 feet due to more gravel caving in and undermining the soil cap.





LOG OF TEST PIT

Test Pit No: TP- 5

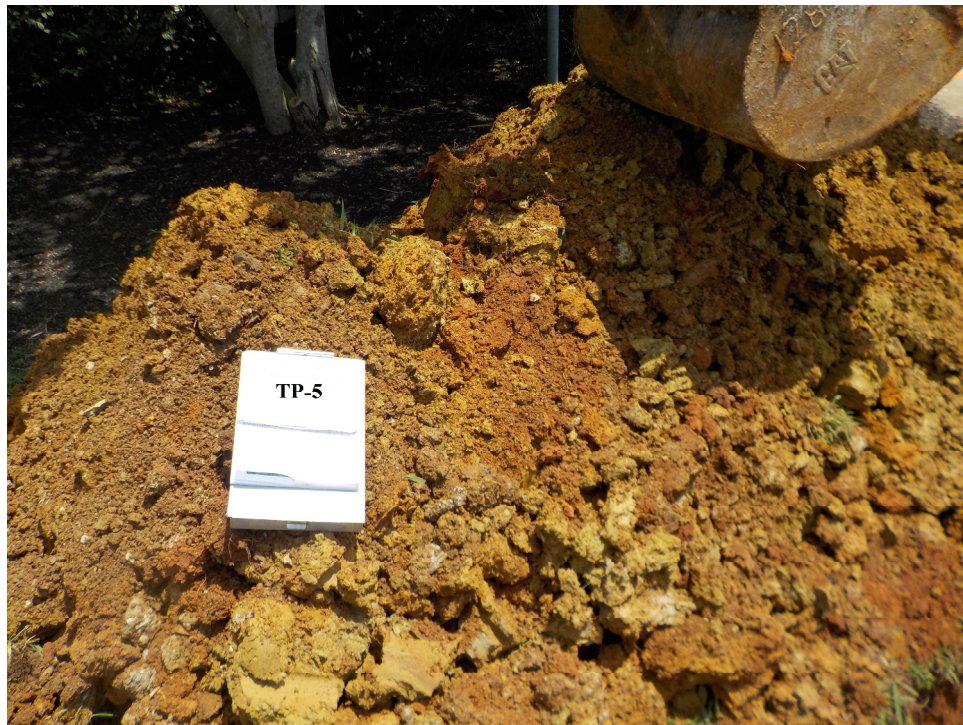
Project: MMA- Terminal Improvements & Terminal
Area Landside Pavement Redevelopment
**Site
Location:** Murfreesboro, Tennessee
**Project
No.:** 100-17-0053
Client: ATKINS

Logged By: A. Crowley

Date: 7-17-2017

Pit Location: See Figure

Depth (ft)	Description
0.0- 0.4	TOPSOIL
0.4- 3.6	LEAN CLAY (CL), brown, moist, iron-stained, FILL\ Note: Ran DCP Testing from 1.9 to 4.9 feet
3.6- 5.7	FAT CLAY (CH), light brown, v. moist, chert fragments
5.7	REFUSAL Hard, Not Level, Grey Limestone at 5.7 feet.





LOG OF TEST PIT

Test Pit No: TP- 6

Project: MMA- Terminal Improvements & Terminal
Area Landside Pavement Redevelopment
**Site
Location:** Murfreesboro, Tennessee
**Project
No.:** 100-17-0053
Client: ATKINS

Logged By: A. Crowley

Date: 7-14-2017

Pit Location: See Figure

Depth (ft)	Description
0.0- 0.7	TOPSOIL/ROOTS from trees
0.7- 2.1	LEAN CLAY (CL), reddish-brown, moist, roots from trees, trace chert fragments, FILL
2.1- 3.3	LEAN CLAY (CL), brown, moist, trace chert fragments
3.3- 4.3	FAT CLAY (CH), light brown, moist, trace chert fragments
4.3- 7.1	ELASTIC SILT (MH), light brown, moist Note: Limestone, grey, not level, hard, pinnacled rock
7.1	REFUSAL Not Level, Hard, Grey Limestone at 7.1 feet.





LOG OF TEST PIT

Test Pit No: TP- 7

Project: MMA- Terminal Improvements & Terminal
Area Landside Pavement Redevelopment

**Site
Location:** Murfreesboro, Tennessee

**Project
No.:** 100-17-0053

Client: ATKINS

Logged By: A. Crowley

Date: 7-14-2017

Pit Location: See Figure

Depth (ft)	Description
0.0- 0.7	TOPSOIL
0.7- 4.2	ELASTIC SILT (MH), brown, chert fragments, rock < 6 inches, moist, FILL Note: Fill to 3.8 feet and residuum to 4.2 feet
4.2	REFUSAL Hard, Not Level, Grey Limestone at 4.2 feet.





LOG OF TEST PIT

Test Pit No: TP- 8

Project: MMA- Terminal Improvements & Terminal
Area Landside Pavement Redevelopment
**Site
Location:** Murfreesboro, Tennessee
**Project
No.:** 100-17-0053
Client: ATKINS

Logged By: A. Crowley

Date: 7-17-2017

Pit Location: See Figure

Depth (ft)	Description
0.0- 0.5	TOPSOIL
0.5- 2.6	LEAN CLAY (CL), brown, moist, chert fragments, Probable FILL
2.6	Pinnacle or boulder, not Level, Hard, Grey Limestone, Probable FILL
2.6- 3.0	LEAN CLAY (CL), brown, moist, chert fragments, Probable FILL Note: Soil around rock but could not dig any deeper.
3.0	REFUSAL Not Level, Hard, Grey Limestone at 3.0 feet, Possible Boulder





LOG OF TEST PIT

Test Pit No: TP- 9

Project: MMA- Terminal Improvements & Terminal
Area Landside Pavement Redevelopment
**Site
Location:** Murfreesboro, Tennessee
**Project
No.:** 100-17-0053
Client: ATKINS

Logged By: A. Crowley

Date: 7-17-2017

Pit Location: See Figure

Depth (ft)	Description
0.0- 0.7	TOPSOIL
0.7- 3.3	LEAN CLAY (CL), brown, moist, trace chert fragments, trace rock 6 inches, FILL Note: Fill to 2.3 feet.
3.3	REFUSAL, Not Level, Hard, Grey Limestone at 3.3 feet, Possible Boulder.





LOG OF TEST PIT

Test Pit No: TP- 10

Project: MMA- Terminal Improvements & Terminal
Area Landside Pavement Redevelopment
**Site
Location:** Murfreesboro, Tennessee
**Project
No.:** 100-17-0053
Client: ATKINS

Logged By: A. Crowley

Date: 7-17-2017

Pit Location: See Figure

Depth (ft)	Description
0.0- 2.7	TOPSOIL/Clay mix, boulder > 3 feet, trace rock < 6 inches and > 6 inches
2.7- 3.0	RESIDUUM
3.0	REFUSAL (Hard, Level, Grey Limestone) at 3.0 feet.





LOG OF BORINGS

Boring No: C- 1

Project: MMA- Terminal Improvements & Terminal
Area Landside Pavement Redevelopment
**Site
Location:** Murfreesboro, Tennessee
**Project
No.:** 100-17-0053
Client: ATKINS

Logged By: A. Crowley

Date: 7-14-2017

Pit Location: See Figure

Depth (ft)	Description
0.0- 0.9	ASPHALT (6 inches) with Limestone Aggregate (4.5 inches)
0.9- 1.4	LEAN CLAY (CL), dark brown, chert fragments, moist, FILL
1.4- 1.9	LEAN CLAY (CL)/FAT CLAY (CH), dark brown, chert fragments, moist, FILL
1.9- 2.6	LEAN CLAY (CL), brown, chert fragments, moist, FILL
2.6- 2.75	LEAN CLAY (CL), brown, chert fragments, moist
2.75	Hand Auger Terminated at 2.7 feet.

LOG OF BORINGS

Boring No: C- 2

Project: MMA- Terminal Improvements & Terminal
Area Landside Pavement Redevelopment
**Site
Location:** Murfreesboro, Tennessee
**Project
No.:** 100-17-0053
Client: ATKINS

Logged By: A. Crowley

Date: 7-14-2017

Pit Location: See Figure

Depth (ft)	Description
0.0- 0.9	ASPHALT (6 inches) with Limestone Aggregate (4.5 inches)
0.9	Hit utility. Hand Auger Terminated at 0.9 feet. Offset boring approximately 3 feet southeast.

LOG OF BORINGS

Boring No: C- 2B

Project: MMA- Terminal Improvements & Terminal
Area Landside Pavement Redevelopment
**Site
Location:** Murfreesboro, Tennessee
**Project
No.:** 100-17-0053
Client: ATKINS

Logged By: A. Crowley

Date: 7-14-2017

Pit Location: See Figure

Depth (ft)	Description
0.0- 0.6	ASPHALT (5 inches) with Limestone Aggregate (2 inches)
0.6- 1.3	FAT CLAY (CH), trace chert fragments, iron-staining, moist, FILL
1.3- 1.6	FAT CLAY (CH), trace asphalt & chert fragments, iron-staining, moist, FILL
1.6- 1.9	FAT CLAY (CH), trace asphalt & chert fragments, iron-staining, moist, FILL
1.9- 2.0	FAT CLAY (CH), trace chert fragments, FILL
2.0	Hand Auger Terminated at 2 feet.

APPENDIX C

FIELD CLASSIFICATION SYSTEM

FIELD CLASSIFICATION SYSTEM

Sands and Gravels

No. of Blows	Relative Consistency
0-5	Very Loose
6-10	Loose
11-30	Medium Dense
31-50	Dense
Over 51	Very Dense

Silts and Clays

No. of Blows	Relative Consistency
0-2	Very Soft
2-4	Soft
5-9	Firm
10-15	Stiff
16-30	Very Stiff
Over 31	Hard

Particle Size Identification

Boulders: 8-inch diameter or more

Cobbles: 3- to 8-inch diameter

Gravel:

Coarse: 1- to 3-inch

Medium: .50- to 1-inch

Fine: .25- to .50-inch

Sand:

Coarse: 2.00-mm to .25-inch
(diameter of pencil lead)

Medium: 0.42-mm to 2.00-mm
(diameter of broom straw)

Fine: 0.074-mm to 0.042-mm
(diameter of human hair)

Silt: 0.042-mm to 0.002-mm
(Cannot see particles)

Clay: <0.002-mm

Relative Proportions

Descriptive Term	Percent
Trace	1-10
Little	11-20
Some	21-35
And	36-50

Relative Quality of Rock Cores

Quality	RQD
Very Poor	0-25%
Poor	25-50%
Fair	50-75%
Good	75-90%
Excellent	90-100%

$$\text{RQD} = \frac{\text{Total core, counting only pieces over 4" long}}{\text{Length of core run}} \times 100\%$$

Rock Hardness

Very Soft Rock disintegrates or easily compressed to touch; can be hard to very hard soil.

Soft Rock is coherent but breaks easily to thumb pressure at sharp edges and crumbles with firm hand pressure.

Moderately Hard blows. Small pieces can be broken off along sharp edges by considerable hard thumb pressure; can be broken by light hammer blows.

Hard Rock cannot be broken by thumb pressure, but can be broken by moderate hammer blows.

Very Hard Rock can be broken by heavy hammer blows.

APPENDIX D





SOIL CLASSIFICATION CHART





UNIFIED SOIL CLASSIFICATION SYSTEM

UNIFIED SOIL CLASSIFICATION AND SYMBOL CHART

COARSE-GRAINED SOILS







(more than 50% of material is larger than No. 200 sieve size.)

GRAVELS More than 50% of coarse fraction larger than No. 4 sieve size	
Clean Gravels (Less than 5% fines)	
	GW Well-graded gravels, gravel-sand mixtures, little or no fines
	GP Poorly-graded gravels, gravel-sand mixtures, little or no fines
Gravels with fines (More than 12% fines)	
	GM Silty gravels, gravel-sand-silt mixtures
	GC Clayey gravels, gravel-sand-clay mixtures

SANDS 50% or more of coarse fraction smaller than No. 4 sieve size	
Clean Sands (Less than 5% fines)	
	SW Well-graded sands, gravelly sands, little or no fines
	SP Poorly graded sands, gravelly sands, little or no fines
Sands with fines (More than 12% fines)	
	SM Silty sands, sand-silt mixtures
	SC Clayey sands, sand-clay mixtures

FINE-GRAINED SOILS

(50% or more of material is smaller than No. 200 sieve size.)

SILTS AND CLAYS Liquid limit less than 50%	
	ML Inorganic silts and very fine sands, rock flour, silty of clayey fine sands or clayey silts with slight plasticity
	CL Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
	OL Organic silts and organic silty clays of low plasticity
SILTS AND CLAYS Liquid limit 50% or greater	
	MH Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
	CH Inorganic clays of high plasticity, fat clays
	OH Organic clays of medium to high plasticity, organic silts
HIGHLY ORGANIC SOILS	PT Peat and other highly organic soils

LABORATORY CLASSIFICATION CRITERIA

$$GW \quad C_u = \frac{D_{60}}{D_{10}} \text{ greater than } 4; C_c = \frac{D_{30}}{D_{10} \times D_{60}} \text{ between } 1 \text{ and } 3$$

GP Not meeting all gradation requirements for GW

GM	Atterberg limits below "A" line or P.I. less than 4	Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
GC	Atterberg limits above "A" line with P.I. greater than 7	

$$SW \quad C_u = \frac{D_{60}}{D_{10}} \text{ greater than } 4; C_c = \frac{D_{30}}{D_{10} \times D_{60}} \text{ between } 1 \text{ and } 3$$

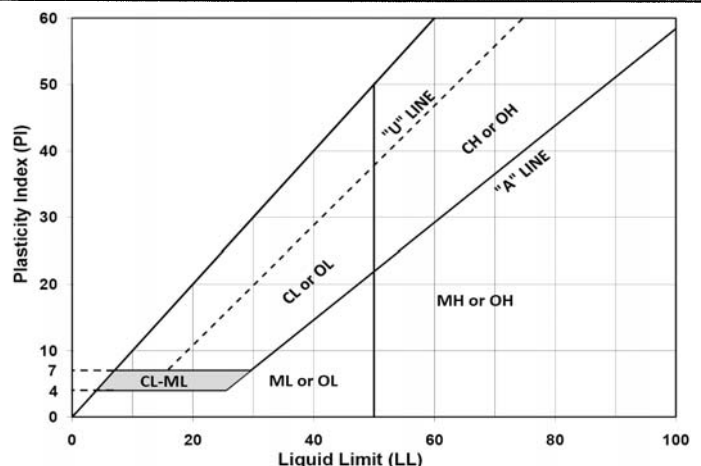
SP Not meeting all gradation requirements for GW

SM	Atterberg limits below "A" line or P.I. less than 4	Limits plotting in shaded zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols.
SC	Atterberg limits above "A" line with P.I. greater than 7	

Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows:

Less than 5 percent GW, GP, SW, SP
More than 12 percent GM, GC, SM, SC
5 to 12 percent Borderline cases requiring dual symbols

PLASTICITY CHART



APPENDIX E

LABORATORY TEST RESULTS



350 Cal Batsel Road
Bowling Green, Kentucky 42104
tel: 270-842-1070
fax: 615-256-5873

REPORT OF NATURAL MOISTURE CONTENT, (ASTM D2216)

Project Name: Murfreesboro Airport
Project Number: 100-17-0053 Test Date: 7/21/2017
Date Received: 7/19/2017
Equipment Used: 0.01 g Ohaus Scale, Metal Tare, Oven

Sample ID	Sample Depth	Tare Weight (grams)	Tare and Wet Soil Weight (grams)	Tare and Dry Soil Weight (grams)	Water Weight (grams)	Percent Moisture
TP-2	0-5	14.41	77.42	67.44	9.98	18.8
TP-2	5-10	14.27	68.93	59.71	9.22	20.3
TP-3	0-5	14.07	80.14	68.34	11.80	21.7
TP-5	0-5	13.82	90.14	72.09	18.05	31.0
TP-6	0-5	13.54	81.75	72.34	9.41	16.0
TP-7	0-5	13.95	67.02	55.25	11.77	28.5
TP-8	0-5	13.79	70.24	60.68	9.56	20.4
TP-9	0-5	14.34	75.88	63.62	12.26	24.9
TP-10	0-5	13.76	77.60	65.26	12.34	24.0
C-1	1-1.3	13.80	76.62	65.16	11.46	22.3
C-1	1.3-1.6	13.84	56.43	48.15	8.28	24.1
C-2B	1-1.3	13.59	57.90	50.90	7.00	18.8
C-2B	1.3-1.6	14.11	78.69	66.83	11.86	22.5
C-2B	1.6-1.9	13.86	76.41	66.18	10.23	19.6

Remarks : _____

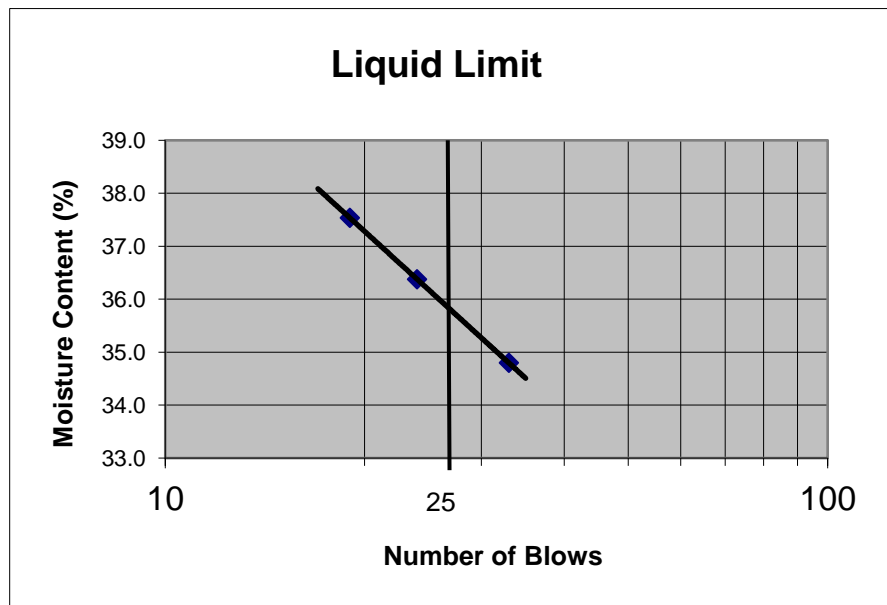
Submitted By: Z. Shannon
Reviewed By: C. Adair

Date: 7/21/2017
Date: 7/21/2017

REPORT OF LIQUID LIMIT, PLASTIC LIMIT & PLASTICITY INDEX, ASTM D4318

Project Name: Murfreesboro Airport Sample ID: Bulk (TP-6, TP-8, TP-9)
Project Number: 100-17-0053 Test Date: 7/21/2017
Sample Description: LEAN CLAY, Red Brown
Date Received: 7/19/2017
Equipment Used: LLD, Oven, Ohaus 3kg Scale, Metal Tares, Mortar and Pestle, Spatula, Grooving Tool

	Liquid Limit			Plastic Limit	
Tare No	1	2	3	4	5
Wet Soil and Tare	36.57	33.87	34.25	29.68	24.39
Dry Soil and Tare	30.95	28.53	28.77	26.71	22.40
Wt. of Water	5.62	5.34	5.48	2.97	1.99
Tare Wt.	14.80	13.85	14.17	14.00	13.87
Dry Soil	16.15	14.68	14.60	12.71	8.53
Moisture content%	34.8	36.4	37.5	23.4	23.3
No. Of blows	33	24	19	Average:	23
Required Blows	25-35	20-30	15-25		



Liquid Limit: 37

Plastic Limit: 23

Plasticity Index: 14

USCS CLASSIFICATION:

CL

**BASED ON PLASTICITY OF
MINUS #40 FRACTION**

Remarks : _____

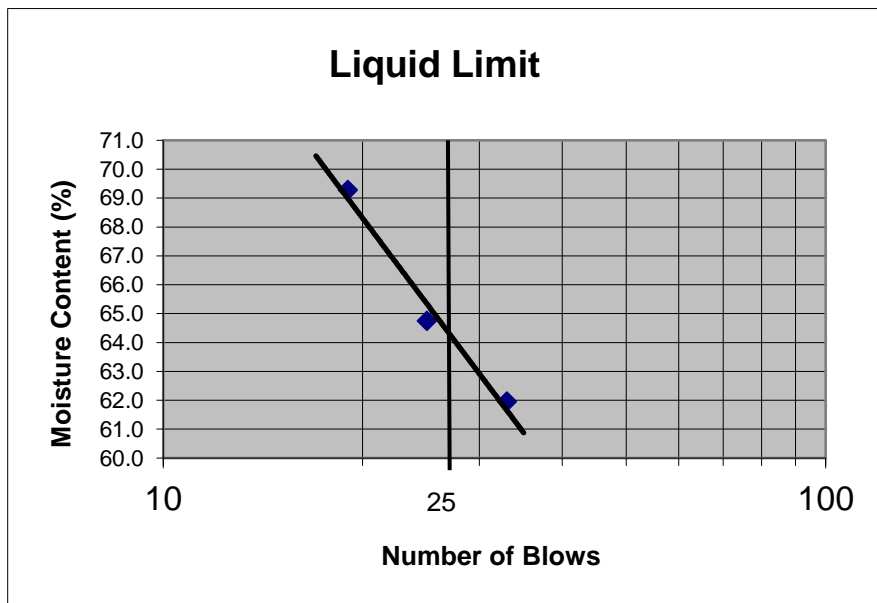
Submitted By: Z. Shannon
Reviewed By: C. Adair

Date: 7/24/2017
Date: 7/24/2017

REPORT OF LIQUID LIMIT, PLASTIC LIMIT & PLASTICITY INDEX, ASTM D4318

Project Name: Murfreesboro Airport Sample ID: TP-6 5-10
Project Number: 100-17-0053 Test Date: 7/21/2017
Sample Description: ELASTIC SILT, Yellow Brown
Date Received: 7/19/2017
Equipment Used: LLD, Oven, Ohaus 3kg Scale, Metal Tares, Mortar and Pestle, Spatula, Grooving Tool

	Liquid Limit			Plastic Limit	
Tare No	1	2	3	4	5
Wet Soil and Tare	28.97	27.96	25.75	25.27	23.51
Dry Soil and Tare	22.44	21.00	19.57	21.52	20.50
Wt. of Water	6.53	6.96	6.18	3.75	3.01
Tare Wt.	11.90	10.25	10.65	10.78	11.88
Dry Soil	10.54	10.75	8.92	10.74	8.62
Moisture content%	62.0	64.7	69.3	34.9	34.9
No. Of blows	33	25	19	Average:	35
Required Blows	25-35	20-30	15-25		



Liquid Limit: **65**
Plastic Limit: **35**
Plasticity Index: **30**

USCS CLASSIFICATION:

MH

BASED ON PLASTICITY OF
MINUS #40 FRACTION

Remarks : _____

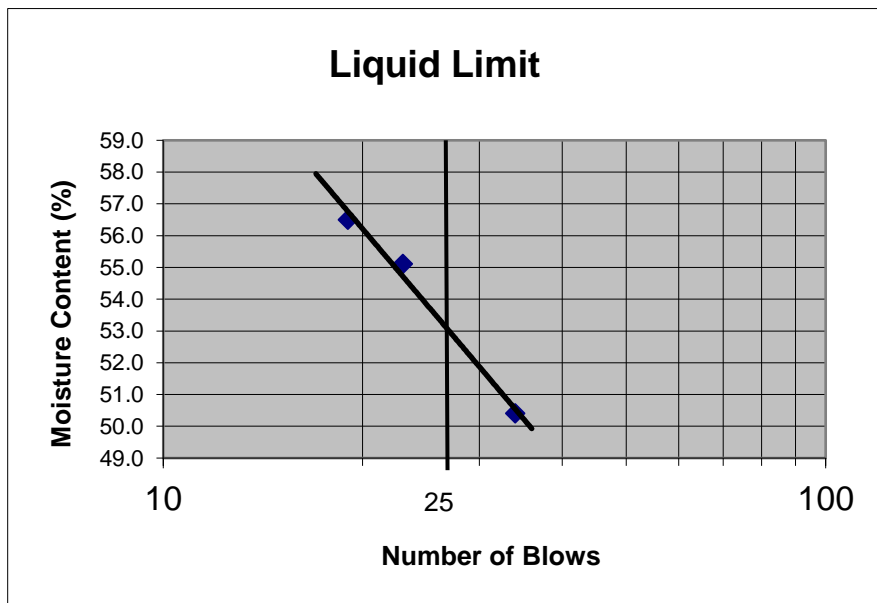
Submitted By: Z. Shannon
Reviewed By: C. Adair

Date: 7/24/2017
Date: 7/24/2017

REPORT OF LIQUID LIMIT, PLASTIC LIMIT & PLASTICITY INDEX, ASTM D4318

Project Name: Murfreesboro Airport Sample ID: TP-7 0-5
Project Number: 100-17-0053 Test Date: 7/21/2017
Sample Description: ELASTIC SILT, Brown
Date Received: 7/19/2017
Equipment Used: LLD, Oven, Ohaus 3kg Scale, Metal Tares, Mortar and Pestle, Spatula, Grooving Tool

	Liquid Limit			Plastic Limit	
Tare No	1	2	3	4	5
Wet Soil and Tare	28.44	30.34	30.21	22.61	21.84
Dry Soil and Tare	22.90	23.76	23.60	19.72	19.07
Wt. of Water	5.54	6.58	6.61	2.89	2.77
Tare Wt.	11.91	11.82	11.90	10.96	10.68
Dry Soil	10.99	11.94	11.70	8.76	8.39
Moisture content%	50.4	55.1	56.5	33.0	33.0
No. Of blows	34	23	19	Average:	33
Required Blows	25-35	20-30	15-25		



Liquid Limit: **56**
Plastic Limit: **33**
Plasticity Index: **23**

USCS CLASSIFICATION:

MH

BASED ON PLASTICITY OF
MINUS #40 FRACTION

Remarks : _____

Submitted By: Z. Shannon
Reviewed By: C. Adair

Date: 7/24/2017
Date: 7/24/2017



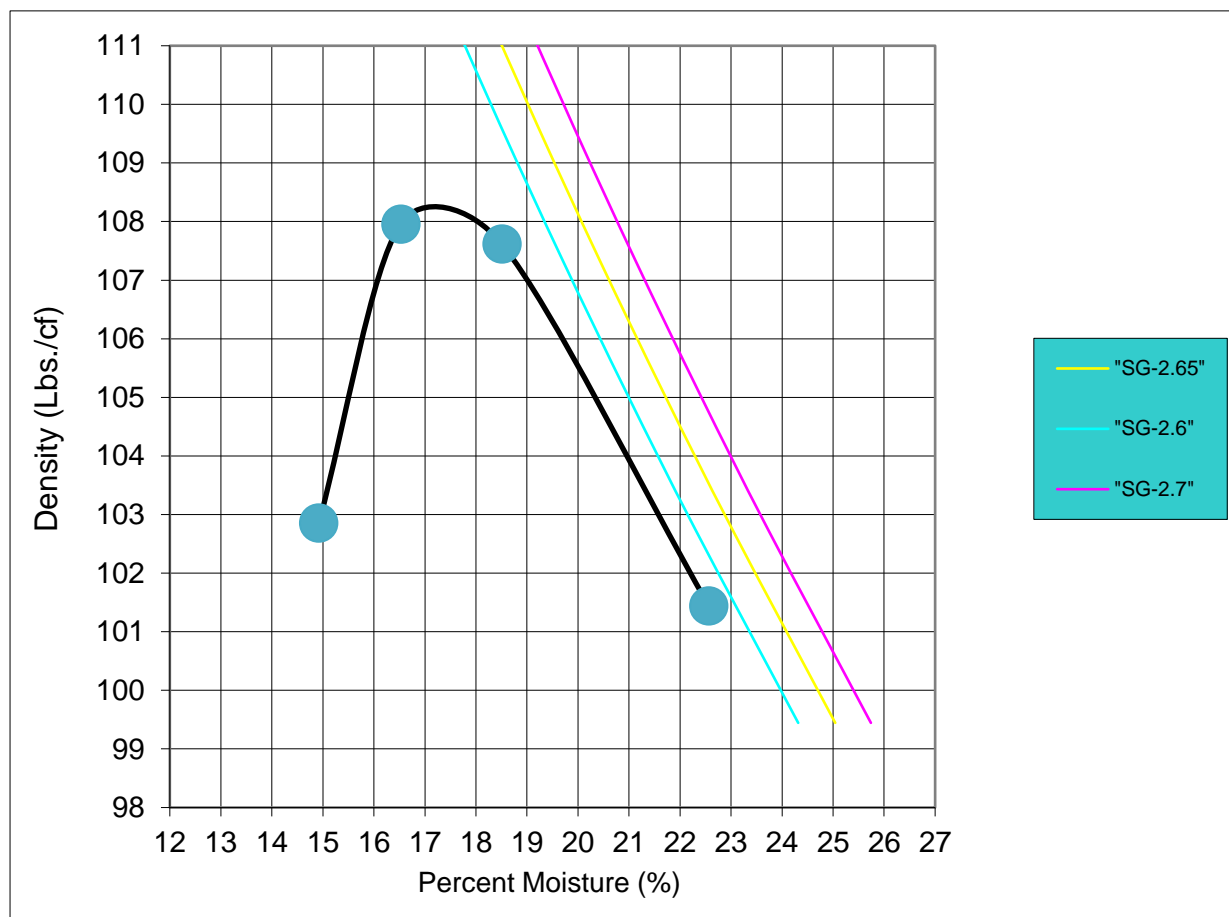
350 Cal Batsel Road
Bowling Green, KY 42101
tel: 270-842-1070
fax: 615-256-5873

REPORT OF STANDARD PROCTOR TEST, ASTM D698

Project Name:	Murfreesboro Airport	Sample ID:	Bulk (TP-6, TP-8, TP-9)
Project Number:	100-17-0053	Test Date:	7/24/2017
Sample Description:	LEAN, CLAY, Red Brown		
Date Received:	7/19/2017		
Equipment Used:	Standard Hammer, Ohaus 3kg Scale, Oven, Ohaus 8kg Scale, Metal Tares		

Test Method: **A** B C

Maximum Dry Density (pcf): **108.2** Optimum Moisture (%): **17.0**



Remarks :

Submitted By: Z. Shannon
Reviewed By: C. Adair

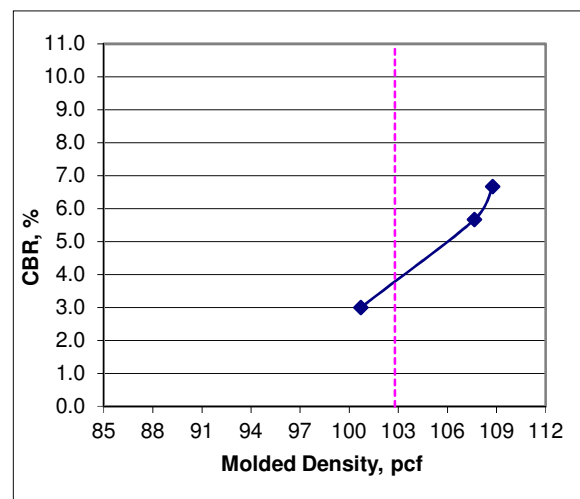
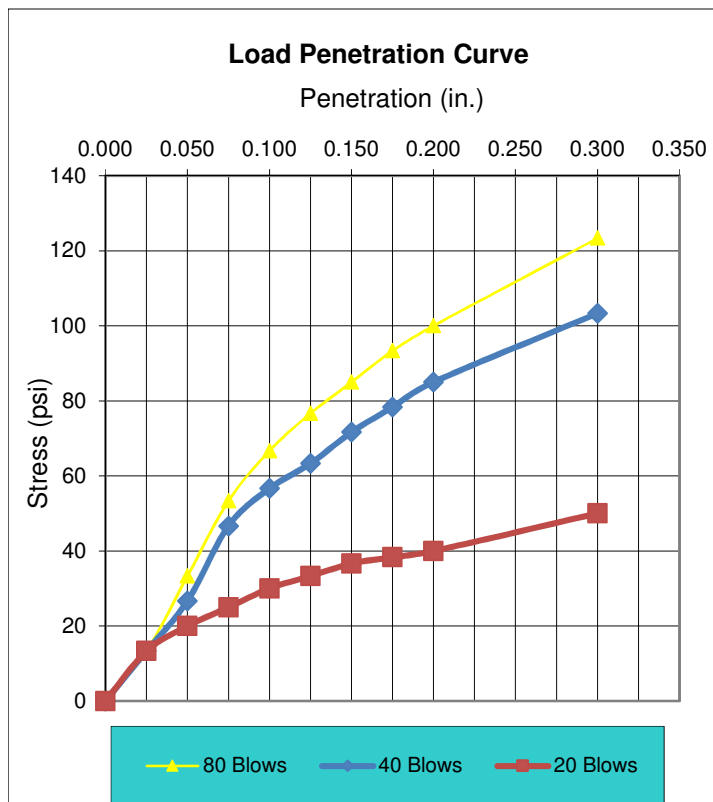
Date: 7/24/2017
Date: 7/24/2017



Report of California Bearing Ratio Test (ASTM D1883)

Project Name:	Murfreesboro Airport	Proctor Type:	Standard
Project Number:	100-17-0053	Maximum Dry Density:	108.2
Sample ID:	Bulk	Optimum Moisture:	17.0
Date Received:	7/19/2017		
Sample Description:	LEAN CLAY		

Test # Blows	Pre-Test			Post-Test			CBR, %		Line Corr.	% Swell
	DD	% Max	%m	DD	% Max	%m	0.1"	0.2"		
30	100.7	93.1	17.9	99.1	91.6	25.2	3.0	2.4	0	0.851
55	107.6	99.5	17.4	104.7	96.8	23.3	5.7	4.8	0	0.589
80	108.8	100.5	17.8	107.2	99.1	21.7	6.7	5.7	0	0.393



CBR* = 4

* for 95% max DD and
0.1 in. penetration

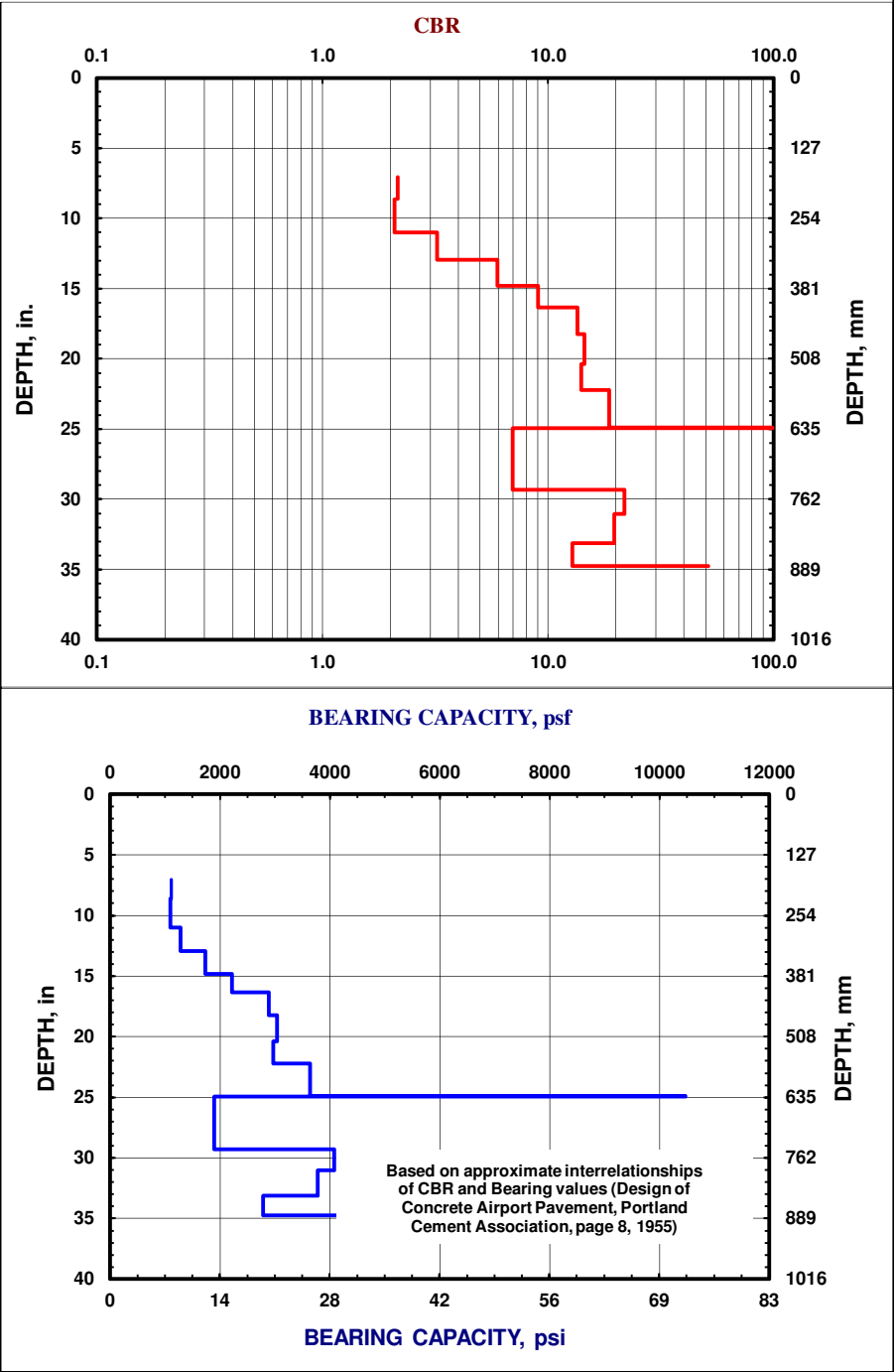
Submitted By: Z. Shannon
Reviewed By: A. Crowley

Date: 7/31/2017
Date: 8/4/2017

K.S. Ware & Associates, LLC
350 Cal Batsel Road
Bowling Green, KY 42101

Phone (270) 842-1070
Fax (615) 256-5873

DCP TEST DATA			
Project:	<u>100-17-0053</u>	Date:	<u>7-Jul-17</u>
Location:	<u>C-1</u>	Soil Type(s):	<u>Low plasticity Clay with CBR<10</u>
Hammer <input checked="" type="radio"/> 10.1 lbs. <input type="radio"/> 17.6 lbs. <input type="radio"/> Both hammers used		Soil Type <input type="radio"/> CH <input checked="" type="radio"/> CL <input type="radio"/> All other soils	

[illegible]

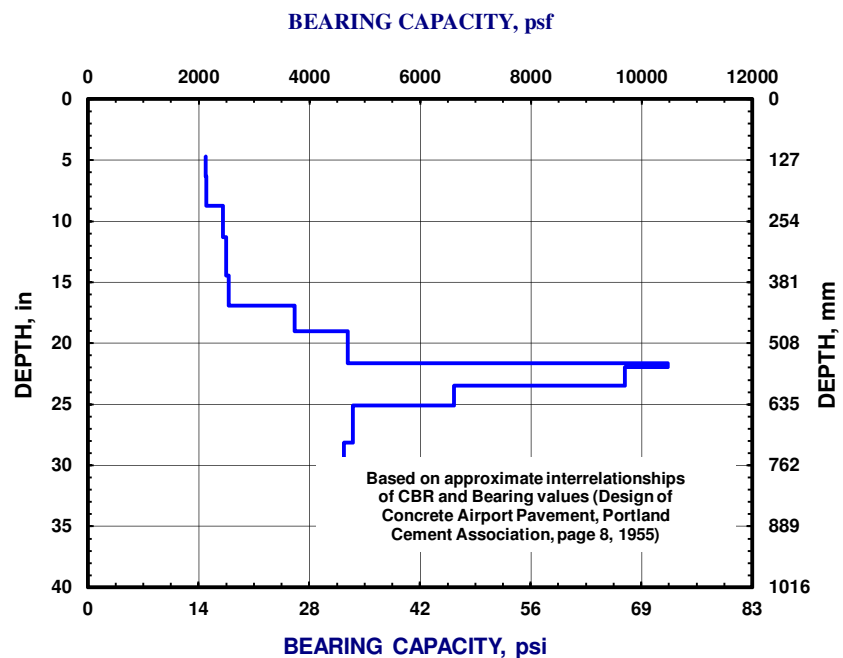
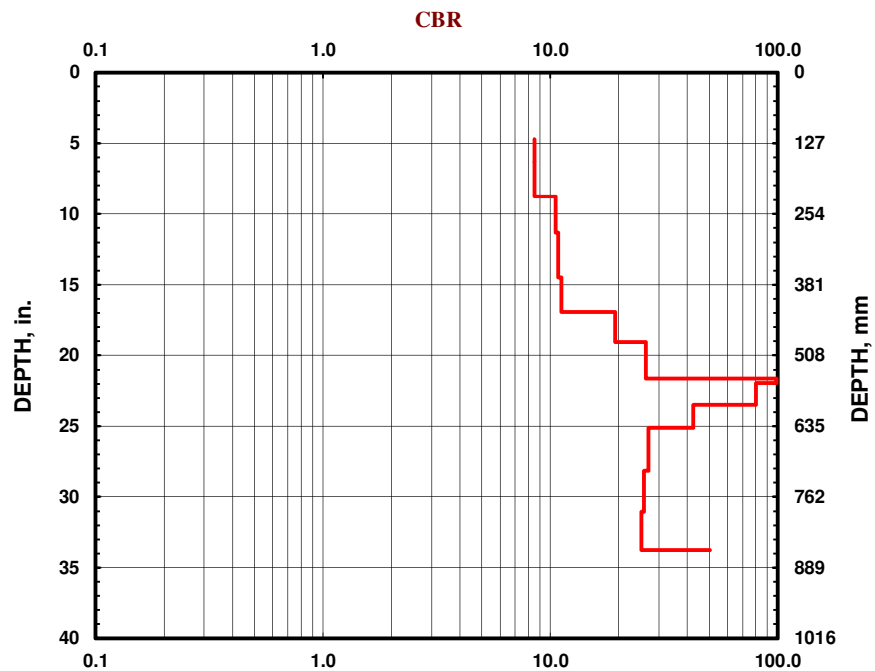
DCP TEST DATA			
Project:	<u>100-17-0053</u>	Date:	<u>7-Jul-17</u>
Location:	<u>C-2B</u>	Soil Type(s):	<u>High plasticity Clay</u>
Hammer <input checked="" type="radio"/> 10.1 lbs. <input type="radio"/> 17.6 lbs. <input type="radio"/> Both hammers used		Soil Type <input checked="" type="radio"/> CH <input type="radio"/> CL <input type="radio"/> All other soils	

Date: 7-Jul-17

Soil Type(s): High plasticity Clay

Soil Type

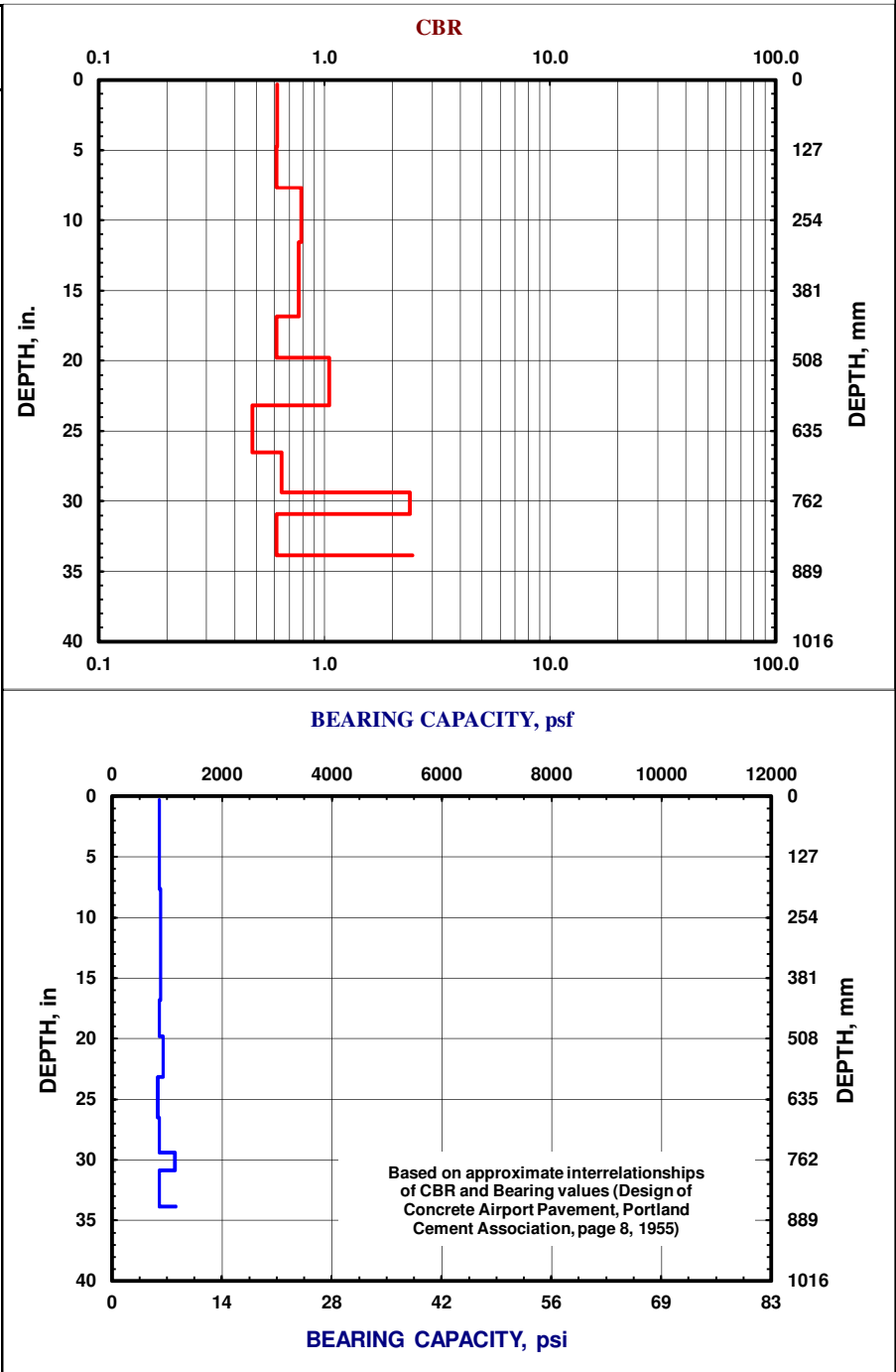
- CH
- CL
- All other soils

[illegible]

DCP TEST DATA	
Project: <u>100-17-0053</u>	Date: <u>7-Jul-17</u>
Location: <u>TP-3</u>	Soil Type(s): <u>Low plasticity Clay with CBR<10</u>
Hammer <input checked="" type="radio"/> 10.1 lbs. <input type="radio"/> 17.6 lbs. <input type="radio"/> Both hammers used	Soil Type <input type="radio"/> CH <input checked="" type="radio"/> CL <input type="radio"/> All other soils

Soil Type

- ☐ CH
- ☒ CL
- ☐ All other soils

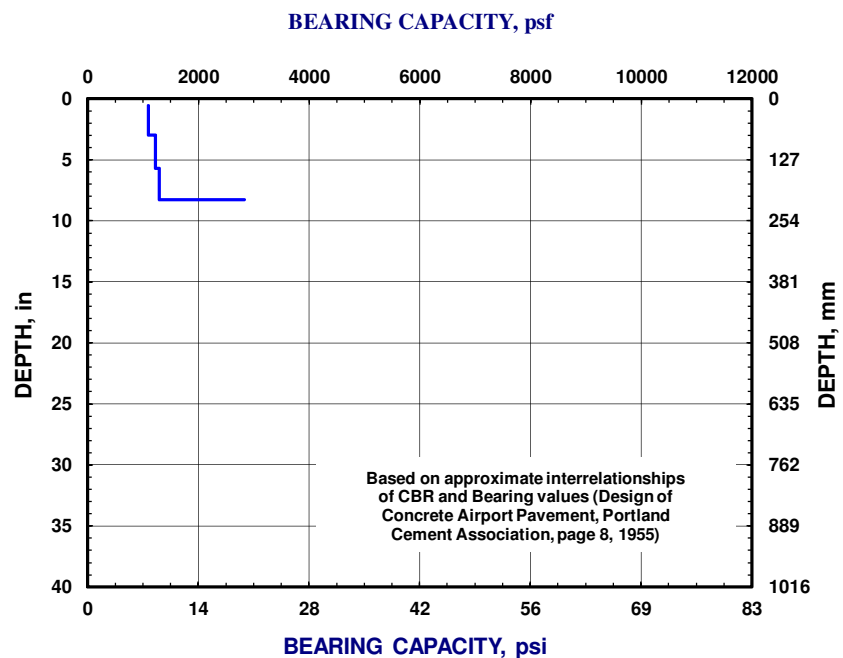
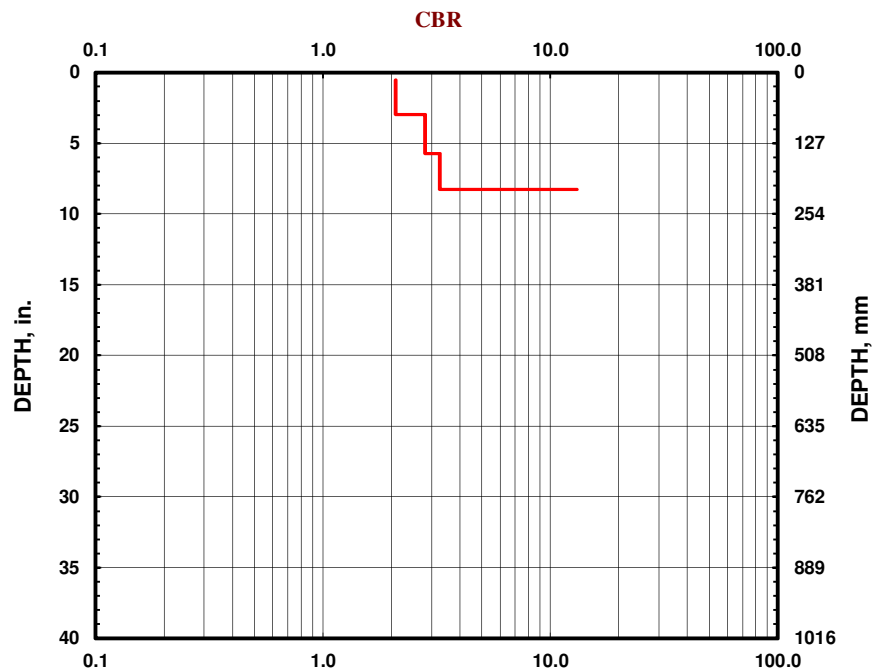
[illegible]

Part 1

Soil Type(s): Low plasticity Clay with CBR<10

Soil Type

- CH
- CL
- All other soils

[illegible]

Part 2

Soil Type(s): High plasticity Clay

Hammer

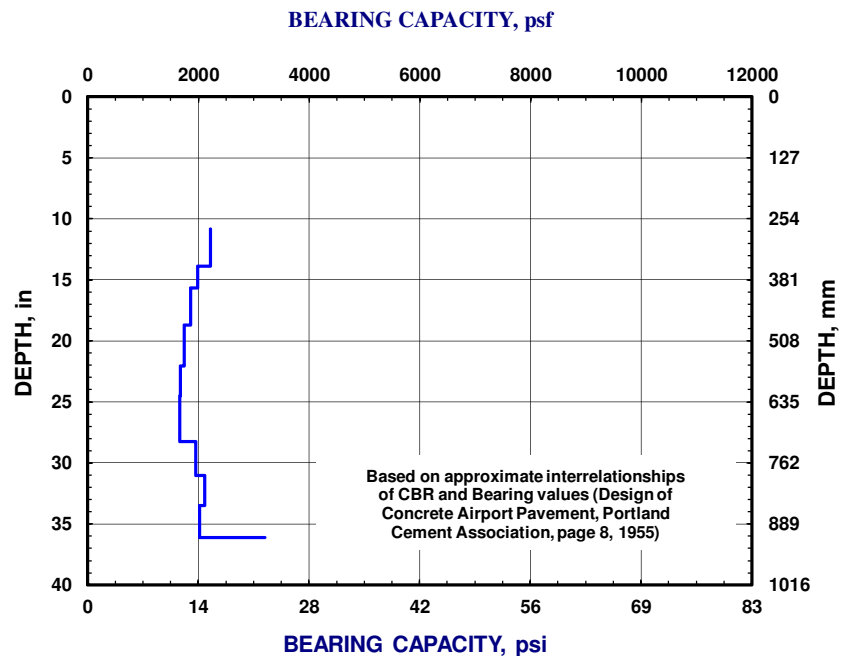
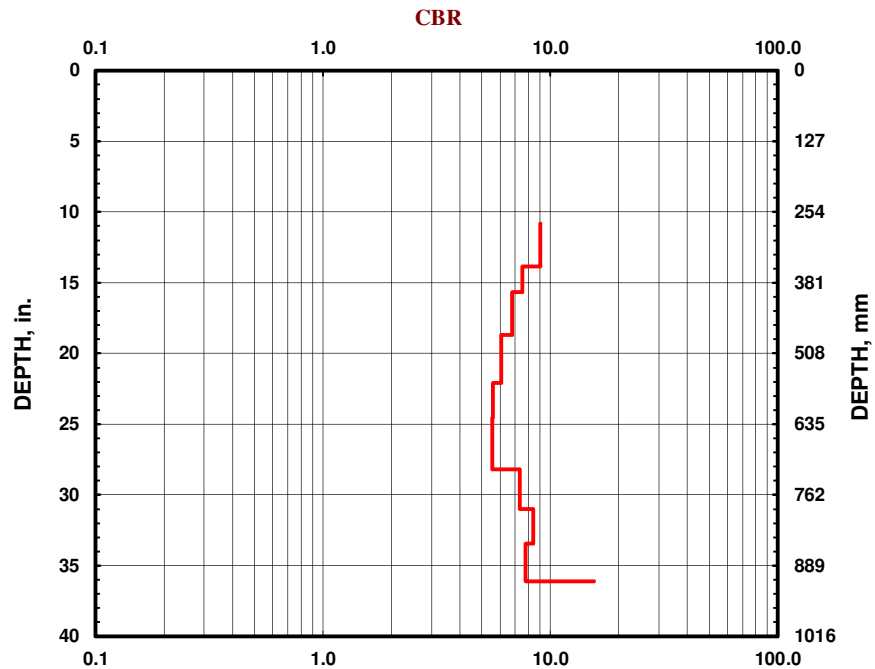
☒ 10.1 lbs.

☐ 17.6 lbs.

☐ Both hammers used

Soil Type

- CH
- CL
- All other soils

[illegible]

COUNCIL COMMUNICATION

Meeting Date: 6/27/2019

Item Title: Approval of Proposal for Purchase of Aerial Ladder Truck

Department: Fire Rescue

Presented by: Mark A. Foulks

Requested Council Action:

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

Summary

Approval of Proposal for Purchase of Aerial Ladder Truck

Staff Recommendation

Approve the 90% pre-payment and enter into a contract with Sutphen Corporation for the purchase of one 75' mid-mount aerial ladder truck for \$995,149.

Background Information

On April 9, 2019, the City issued a Request for Competitive Sealed Proposals for a 75' Aerial Ladder truck. Five proposals were received and reviewed. The MFRD specifications committee graded four proposals. Sutphen Corporation's proposal received the highest score. Sutphen's total bid for the aerial was \$1,016,184. If a 90% pre-payment with contract is approved, the total for the aerial is reduced to \$995,149, a discount of \$21,035.

The City negotiated the attached contract with Sutphen.

Council Priorities Served

Excellent Services with a Focus on Customer Service

This aerial will support MFRD's mission to provide excellent response, fire protection and emergency service. This aerial will meet needs of the Insurance Services Office (ISO) and help maintain public protection classification rating of two and help achieve the goal of ISO public protection class one rating.

Fiscal Impact

Funding is provided by the FY19 debt issuance.

Attachments

Contract with Sutphen Corporation

Agreement for 75' Mid-Mount Aerial Ladder (SL75) Truck

This Agreement is entered into and effective as of the ____ day of _____ 2019, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **The Sutphen Corporation**, a corporation of the State of Ohio ("Contractor").

This Agreement consists of the following documents:

- This document
- "RFCSP-25-2019 – Aerial Ladder Trucks" issued 04/10/2019 (the "Solicitation");
- Contractor's Proposal, dated 05/09/2019 ("Contractor's Proposal");
- Contractor's Price Proposal, dated 05/09/2019 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

- a. Contractor is engaged to provide one (1) Sutphen Heavy Duty 75' Mid-Mount Aerial Ladder (SL75) complete and delivered for \$995,148.81 (option #5 – per quote).
- b. The City of Murfreesboro will accept delivery FOB Destination at: 202 East Vine Street, Murfreesboro, TN, 37130. Delivery Contact: Assistant Chief Kaye Jernigan
kjernigan@murfreesborotn.gov – 1-615-893-1422
- c. In undertaking the work set forth herein, Contractor must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Contractor is solely responsible for any and all taxes imposed upon Contractor and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.

2. Term.

- a. The term of this Agreement commences on the Effective Date, _____, and expires on _____, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein.
- b. Termination. Contractor's services may be terminated in whole or in part:
 - i. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 30 days after receiving the notice.
 - ii. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement,

the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

3. **Compensation; Method of Payment.** City agrees to pay for said apparatus and equipment the total purchase price of Nine Hundred Ninety-Five Thousand One Hundred Forty-Eight Dollars and Eighty-One Cents (\$995,148.81). This contract amount is based on prepayment made in the amount of \$914,565.43 within 30 days of contract signing. The remainder of \$80,583.38 will be payable upon the completion of tasks as outlined in the Price Proposal and delivery of truck to the City of Murfreesboro Fire Department and submission of an invoice to the City at its address for Notices.
4. **Delivery.**
 - a. The apparatus and equipment being purchased hereunder shall be delivered to City at 202 E. Vine Street, Murfreesboro, TN 37130 All items must be delivered, within 12 months of the execution of this contract, to the City of Murfreesboro Fire & Rescue Department located at 220 N.W. Broad Street, Murfreesboro, TN 37130. The City's contact person for this contract, Assistant Fire Chief Kaye Jernigan (tel: 615-849-1442; fax: 615-848-3201; email: kjernigan@ci.murfreesboro.tn.us), must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
 - b. Deliveries of all items shall be made as stated in the RFCSP and bid specifications. Should the Contractor fail to deliver items within 15 months, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - c. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.
 - d. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
5. **Sutphen Warranties.** Contractor warrants the apparatus purchased here under as set forth in the warranty included with bid proposal.
6. **Testing Shortages.** The apparatus shall be tested per NFPA #1901 at Sutphen's manufacturing facility. City agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, City may withhold a sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment during this period.

7. **Default.** In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Contractor may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.
8. **Warranties.** With the signing of this agreement, City warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.
9. **Taxes, Etc..** The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by City to Contractor. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.
10. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.
11. **Insurance.**
 - a. Contractor shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period.
 - b. During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (1) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."
12. **Indemnification.**
 - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its

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

- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - 1) Procure for the City the right to continue using the products or services.
 - 2) Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - 3) Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:

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

If to Contractor:

Attn: Julie Phelps
Sutphen Corporation
6450 Eitherman Road
Dublin, Ohio 43016

14. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
15. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
16. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
17. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
18. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
19. **Non-Discrimination.**
- a. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under

federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

- b. Contractor further acknowledges that the City is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor specifically acknowledges and agrees as follows:

- i. **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**
- ii. **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- iii. **The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

20. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or

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

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

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2019 (the "Effective Date").

City of Murfreesboro, Tennessee

Sutphen Corporation

By: _____
Shane McFarland, Mayor

By: Julie Phelps
Its: Vice President

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: [06/27/2019]

Item Title: Board of Zoning Appeals, Historic Zoning Commission, and Planning Commission

Department: Administration

Presented by: Mayor

Requested Council Action:

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

Attachments:

1. Memo from Mayor Shane McFarland



. . . creating a better quality of life.

June 27, 2019

Members of City Council

RE: Recommended Reappointments – Board of Zoning Appeals, Historic Zoning Commission, and Planning Commission

Board Reappointments

As an item for the City Council agenda, I am recommending the following reappointments.

Reappointments – Board of Zoning Appeals

Ken Halliburton – three-year term June 30, 2022 expiration

Reappointment – Historic Zoning Commission

Jennifer Garland – five-year term June 30, 2024 expiration

Reappointment – Planning Commission

Kathy Jones – three-year term June 30, 2022 expiration

Sincerely,

Shane McFarland
Mayor